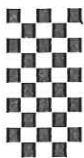


# N O T I C E

Due to a mechanical error in one of the Purchasing Division's official time clocks on Tuesday, March 20 to Thursday, March 22, 2012, the stamp noted on some bids may have the correct day and time; however, the month that is noted is "February," but should have read "March."



# Ryan Incorporated Central

P.O. Box 206  
2700 East Racine St.  
Janesville, WI 53547  
(608) 754-2291

East Estimating Fax: (608) 757-2387

FAX TRANSMISSION COVER SHEET

Date: March 22, 2012  
To: WV DEP  
Attn.: Mr. Guy Nisbet  
Fax: (304) <sup>558</sup>~~588~~-3970  
From: David Overley  
Subject: RFQ# DEP 15683 Capon Springs

YOU SHOULD RECEIVE 20 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU  
DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (608) 754-2291.

Please find our Proposal attached for the above referenced project. If you have any questions, or need additional information please feel free to call. The originals will be sent overnight to your office.

Thank you,  
David S. Overley  
(608) 554-1692  
Contract Administrator  
david.overley@ryancentral.com

Cc:

RECEIVED  
2012 FEB 22 PM 1:20  
WV PURCHASING  
DIVISION



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

## Request for Quotation

RFQ NUMBER  
DEP15683

PAGE  
1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
GUY NISBET  
304-858-8802

RFQ COPY  
TYPE NAME/ADDRESS HERE  
RYAN INCORPORATED CENTRAL  
2700 E. RALWE ST.  
JANESVILLE, WI 53445

ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
DIVISION OF LAND RESTORATION  
601 57TH STREET SE  
CHARLESTON, WV  
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
02/02/2012						
BID OPENING DATE: 03/22/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	QNT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE FINAL CLOSURE OF THE CLOSED SOLID WASTE LANDFILL KNOWN AS THE CAPON SPRINGS LANDFILL IN HAMPSHIRE COUNTY, WV.						
A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 3/01/2012 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
[Signature]		608-754-2291		3/22/12		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
EXEC VICE PRESIDENT		39-1512084				

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vro/hipaa.html](http://www.state.wv.us/admin/purchase/vro/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualification; Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §14B-1-6.6).



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

BID NUMBER  
DEP15683

PAGE  
2

ADDRESS CORRESPONDENCE TO ATTENTION OF  
GUY NISBET  
304-858-8802

RFQ COPY  
TYPE NAME/ADDRESS HERE

RYAN INCORPORATED CENTRAL

ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
DIVISION OF LAND RESTORATION  
601 57TH STREET SE  
CHARLESTON, WV  
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
02/02/2012						
BID OPENING DATE: 03/22/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	QTY NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE MORE THAN 15 MINUTES AFTER THE BEGINNING OF THE PREBID WILL NOT BE PERMITTED TO SIGN IN OR PARTICIPATE.</p> <p>DIRECTIONS TO PREBID:</p> <p>FROM WARDENSVILLE WV, HEAD NORTHEAST ON WV 259N, GO 9.2 MILES TO COUNTY ROUTE 23/1, MILK ROAD. TURN RIGHT ON MILK ROAD. TAKE MILK ROAD 3.1 MILES TO THE LANDFILL, ON RIGHT.</p> <p>CONTACT &amp; PHONE #: MARK CHURCH 304-545-0793</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP BY CONTACTING JESSICA HENSON, (304) 926-0499, 601 57TH ST., SE, CHARLESTON, WV 25304, UPON PAYMENT OF \$35.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLAINEE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>			TELEPHONE 608-754-2291		DATE 3/22/12	
TITLE EXEC. VICE PRESIDENT			FAX 304-1512084		ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 60130  
Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
DEP15683

PAGE  
3

ADDRESS CORRESPONDENCE TO ATTENTION OF  
GUY NISBET  
304-558-8802


RFQ COPY  
TYPE NAME/ADDRESS HERE

RYAN INCORPORATED CENTRAL

ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
DIVISION OF LAND RESTORATION  
601 57TH STREET SE  
CHARLESTON, WV  
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	POB	FREIGHT TERMS
02/02/2012				
BID OPENING DATE:	03/22/2012	BID OPENING TIME	01:30PM	

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HAMPSHIRE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 		TELEPHONE 608-754-2291	DATE 3/22/12
TITLE EXEC VICE PRESIDENT		FOIN 39-1512084	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 26305-0130

# Request for Quotation

RFQ NUMBER  
DEP15683

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
GUY NISBET  
304-558-8802

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TYPE NAME/ADDRESS HERE

RYAN INCORPORATED CENTRAL

ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
DIVISION OF LAND RESTORATION  
601 57TH STREET SE  
CHARLESTON, WV  
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/02/2012				
BID OPENING DATE: 03/22/2012		BID OPENING TIME 01:30PM		
LINE	QUANTITY	UOP	UNIT PRICE	AMOUNT
	<p>OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>*****</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS</p>			
SEE REVERSE SIDE FOR TERMS AND CONDITIONS				
SIGNATURE		TELEPHONE	DATE	
[Signature]		608-754-2291	3/22/12	
TITLE		FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
EXEC VICE PRESIDENT		39-1512084		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
DEP15683

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET 304-558-8802

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RYAN INCORPORATED CENTRAL

ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
DIVISION OF LAND RESTORATION  
601 57TH STREET SE  
CHARLESTON, WV  
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/02/2012				
BID OPENING DATE:	03/22/2012	BID OPENING TIME 01:30PM		
LINE	QUANTITY	UOP	UNIT PRICE	AMOUNT
<p>LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR, CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305, PH. 304-558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:..... RYAN INCORPORATED CENTRAL.....</p> <p>CONTRACTORS LICENSE #:..... WV006275.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES &amp; REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>				
SEE REVERSE SIDE FOR TERMS AND CONDITIONS				
SIGNATURE	TELEPHONE		DATE	
<i>[Signature]</i>	608-754-2291		3/22/12	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		
EXEC VICE PRESIDENT	39-1512084			

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 60130  
Charleston, WV 25306-0130

# Request for Quotation

RFQ NUMBER  
**DEP13683**

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**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**GUY NISBET  
304-558-8802**

RFQ COPY  
TYPE NAME/ADDRESS HERE

**RYAN INCORPORATED CENTRAL**

ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
DIVISION OF LAND RESTORATION  
601 57TH STREET SE  
CHARLESTON, WV  
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
02/02/2012						
BID OPENING DATE: 03/22/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>EXHIBIT 7</b></p> <p><b>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</b></p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE §-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM, GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>			TELEPHONE 608-754-2291		DATE 3/22/12	
TITLE EXEC VICE PRESIDENT			FEIN 39-1512084		ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 60130  
Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**DEP15683**

PAGE  
**7**

ADDRESSES CORRESPONDENCE TO ATTENTION OF  
**GUY NISBET**  
**304-558-8802**

RFQ COPY  
TYPE NAME/ADDRESS HERE

**RYAN INCORPORATED CENTRAL**

ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
DIVISION OF LAND RESTORATION  
601 57TH STREET SE  
CHARLESTON, WV  
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	K.O.B.	FREIGHT TERMS		
02/02/2012						
BID OPENING DATE: 03/22/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	U.O.P.	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA.</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>			TELEPHONE 608-754-2291		DATE 3/22/12	
TITLE ENCL VICE PRESIDENT			FIRM 39-1512084		ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

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DEP15683

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET 304-558-8802

RFQ COPY  
TYPE NAME/ADDRESS HERE

RYAN INCORPORATED CENTRAL

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02/02/2012						
BID OPENING DATE: 03/22/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CHANGING A BID OPENING TIME AND/OR DATE.						
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT: DEP15683						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 ..3/17/2012						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
						SIGNATURE
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
		608-754-2291		3/22/12		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
EXEC VICE PRESIDENT		39-1512084				

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
DEP15683

PAGE  
9

ADDRESS CORRESPONDENCE TO ATTENTION OF  
GUY NISBET  
304-558-8802

RFQ COPY  
TYPE NAME/ADDRESS HERE

RYAN INCORPORATED CENTRAL

ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
DIVISION OF LAND RESTORATION  
601 57TH STREET SE  
CHARLESTON, WV  
25304 304-926-0499

DATE PAINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
02/02/2012						
BID OPENING DATE: 03/22/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RYAN INCORPORATED CENTRAL COMPANY</p> <p>3/22/2012 DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: GN-23</p> <p>RFQ. NO.: DEP15683</p> <p>BID OPENING DATE: 03/22/2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>DAVID OVERLEY PHONE: 608-554-1692 / FAX: 608-554-1693</p> <p>DAVID.OVERLEY@RYANCENTRAL.COM</p> <p>SEE REVERSE SIDE FOR TERMS AND CONDITIONS</p>						
SIGNATURE		TELEPHONE		DATE		
EVEL VICE PRESIDENT		608-754-2291		3/22/12		
FAX		39-1512084		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 60130  
Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**DEP15683**

PAGE  
**10**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**GUY NISBET**  
**304-558-8802**

RFQ COPY  
TYPE NAME/ADDRESS HERE

**RYAN INCORPORATED CENTRAL**

ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
DIVISION OF LAND RESTORATION  
601 57TH STREET SE  
CHARLESTON, WV  
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
02/02/2012						
BID OPENING DATE: 03/22/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOM	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING:</p> <p><b>2700 E. RACINE ST.</b> <b>JANESVILLE, WI 53545</b></p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p><b>DAVID OVERLEY</b></p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>***** THIS IS THE END OF RFQ DEP15683 ***** TOTAL: <b>1,237,127<sup>00</sup></b></p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <b>[Signature]</b>			TELEPHONE <b>608-754-2291</b>		DATE <b>3/22/12</b>	
TITLE <b>EXEC VICE PRESIDENT</b>			FGBN <b>39-1512084</b>		ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## CAPON SPRINGS LANDFILL CLOSURE

DEP15683

## Bid Schedule

Vendors Name: RYAN INCORPORATED CENTRAL

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2.01	1 LS	Mobilization/Demobilization (Shall not exceed 10% of total bid)	\$ 49,000 <sup>02</sup>	\$ 49,000 <sup>02</sup>
2.02	1 LS	Surveying (Shall not exceed 10% of total bid)	\$ 36,000 <sup>02</sup>	\$ 36,000 <sup>02</sup>
2.03	1 LS	Erosion and Sediment Control	\$ 33,000 <sup>02</sup>	\$ 33,000 <sup>02</sup>
2.04	1 LS	Clearing and Grubbing	\$ 16,000 <sup>02</sup>	\$ 16,000 <sup>02</sup>
2.05	4,000 CY	Unclassified Fill	\$ 31 <sup>02</sup>	\$ 124,000 <sup>02</sup>
2.07	1,245 LF	Leachate Cutoff Curtain	\$ 159 <sup>02</sup>	\$ 197,955 <sup>02</sup>
2.08	85 LF	Leachate Piping	\$ 39 <sup>02</sup>	\$ 3,315 <sup>02</sup>
2.09	1 LS	Leachate Storage Tank	\$ 262,000 <sup>02</sup>	\$ 262,000 <sup>02</sup>
2.10	4 BA	Manholes	\$ 8,900 <sup>02</sup>	\$ 35,600 <sup>02</sup>
2.11	20 LF	Gas Vents	\$ 400 <sup>02</sup>	\$ 8,000 <sup>02</sup>
2.12		Cap System	\$ —	\$ —
a	15,200 SY	Geonet	\$ 77 <sup>02</sup>	\$ 117,000 <sup>02</sup>
b	7,600 SY	Geomembrane	\$ 98 <sup>02</sup>	\$ 74,480 <sup>02</sup>
c	5,100 CY	Unclassified Fill	\$ 10 <sup>02</sup>	\$ 53,550 <sup>02</sup>
2.13	1,020 LF	Drainage Channels (Grouted rip-rap lining)	\$ 118 <sup>02</sup>	\$ 120,360 <sup>02</sup>
2.14a	104 LF	18" Drainage Culverts	\$ 70 <sup>02</sup>	\$ 7,280 <sup>02</sup>
b	45 LF	12" PSWY Discharge Pipe	\$ 97 <sup>02</sup>	\$ 4,365 <sup>02</sup>
c	1 BA	48" Risers	\$ 12,000 <sup>02</sup>	\$ 12,000 <sup>02</sup>
2.17a	750 TN	Access Road Stone	\$ 39 <sup>02</sup>	\$ 29,250 <sup>02</sup>
b	45 TN	Base 2 Bituminous Concrete	\$ 316 <sup>02</sup>	\$ 14,220 <sup>02</sup>
c	32 TN	Wearing 1 Bituminous Concrete	\$ 270 <sup>02</sup>	\$ 8,640 <sup>02</sup>
2.19	4.5 AC	Revegetation	\$ 3,600 <sup>02</sup>	\$ 16,200 <sup>02</sup>
2.20	1,920 LF	Farm Fence	\$ 73 <sup>02</sup>	\$ 14,112 <sup>02</sup>
TOTAL				\$ 1,237,127 <sup>02</sup>

## BID BOND PREPARATION INSTRUCTIONS

 AGENCY \_\_\_\_\_ (A)  
 RFQ/RFP# \_\_\_\_\_ (B)
Bid Bond
 (A) WV State Agency  
 (Stated on Page 1 "Spending Unit")  
 Request for Quotation Number (upper  
 right corner of page #1)

(C) Your Company Name

(D) City, Location of your Company

(B) State, Location of your Company

(F) Surety Corporate Name

(Q) City, Location of Surety

(H) State, Location of Surety

(I) State of Surety Incorporation

(J) City of Surety Incorporation

 (K) Minimum amount of acceptable bid  
 bond is 5% of total bid. You may state  
 "5% of bid" or a specific amount on  
 this line in words.

(L) Amount of bond in figures

(M) Brief Description of scope of work

(N) Day of the month

(O) Month

(P) Year

(Q) Name of Corporation

(R) Raised Corporate Seal of Principal

 (S) Signature of President or Vice  
 President

(T) Title of person signing

(U) Raised Corporate Seal of Surety

(V) Corporate Name of Surety

 (W) Signature of Attorney in Fact of the  
 Surety

 NOTE: Dated, Power of Attorney with Raised  
 Surety Seal must accompany this bid  
 bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
 \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E)  
 as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G),  
 \_\_\_\_\_ (H), a corporation organized and existing under the laws  
 of the State of \_\_\_\_\_ (I) with its principal office in the City of  
 \_\_\_\_\_ (J), as Surety, are held and firmly bound under The State  
 of West Virginia, as Obligor, in the penal sum of \_\_\_\_\_ (K)  
 (\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made,  
 we jointly and severally bind ourselves, our heirs, administrators, executors,  
 successors and assigns.

The Condition of the above obligation is such that whereas the Principal  
 has submitted to the Purchasing Section of the Department of Administration  
 a certain bid or proposal, attached hereto and made a part hereof to enter into a  
 contract in writing for \_\_\_\_\_ (M)

## NOW THEREFORE.

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a  
 contract in accordance with the bid or proposal attached hereto and shall furnish  
 any other bonds and insurance required by the bid or proposal, and shall in all  
 other respects perform the agreement created by the acceptance of said bid then  
 this obligation shall be null and void, otherwise this obligation shall remain in full  
 force and effect. It is expressly understood and agreed that the liability of the  
 Surety for any and all claims hereunder shall, in no event, exceed the penal  
 amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the  
 obligations of said Surety and its bond shall be in no way impaired or affected by  
 any extension of time within which the Obligor may accept such bid; and said  
 Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their  
 hands and seals, and such of them as are corporations have caused their corporate  
 seals to be affixed hereto and these presents to be signed by their proper officers.  
 this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P)

Principal Corporate Seal

(R)

 \_\_\_\_\_ (Q)  
 (Name of Principal)  
 By \_\_\_\_\_ (S)  
 (Must be President or  
 Vice President)  
 \_\_\_\_\_ (T)  
 Title

 \_\_\_\_\_ (U)  
 Surety Corporate Seal

 \_\_\_\_\_ (V)  
 (Name of Surety)  
 \_\_\_\_\_ (W)  
 Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to  
 transact surety insurance. Raised Corporate Seals must be affixed and a Power of  
 Attorney must be attached.

13  
The West Virginia Department of Environmental  
Agency Protection Division of Land Restoration  
REQ.P.O# DBP15683

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Ryan Incorporated Central  
of Janesville Wisconsin, as Principal, and Travelers Casualty and Surety Company of  
America of Hartford Connecticut, a corporation organized and existing under the laws of the State of CT  
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid - - - (\$ 5% of Bid) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Capon Springs Landfill Closure in Hampshire County, WV

#### NOW THEREFORE,

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby waive  
notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

22nd day of March, 20 12.

Principal Corporate Seal

Ryan Incorporated Central

(Name of Principal)

By

(Must be President or  
Vice President)

ADAM S. RYAN - PRESIDENT  
(Title)

Travelers Casualty and Surety Company of America

(Name of Surety)

Surety Corporate Seal

Jill N. Swanson  
Jill N. Swanson Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed; a power of attorney must be attached.

# Surety Acknowledgement

State of Minnesota }  
County of Hennepin } ss.

On this 22<sup>nd</sup> day of March, 2012, before me personally came Jill N. Swanson, to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Travelers Casualty and Surety Company of America the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney in Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Teresa Hammers  
Notary Public



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

**TRAVELERS** **POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 223350

Certificate No. 004413021

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

B. L. Kellar, Dennis G. Loots, Jill N. Swanson, Laurie Pflug, Nina E. Werstein, Brian D. Carpenter, Barbara L. Raedeke, Nicole Tamble, and Teresa Hammers

of the City of Minneapolis, State of Minnesota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of July, 2011.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: 

George W. Thompson, Senior Vice President

On this the 14th day of July, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



  
 Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin B. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seals of said Companies this 22nd day of March, 2012.

  
Kevin B. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF Wisconsin

COUNTY OF Rock, TO-WIT:

I, Jeff Schultz, after being first duly sworn, depose and state as follows:

1. I am an employee of Ryan Incorporated Central; and,  
(Company Name)
2. I do hereby attest that Ryan Incorporated Central  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Ryan Incorporated Central  
(Company Name)



By: Jeff Schultz

Title: Corporate Safety Officer

Date: 3-19-2012

I, the undersigned, do hereby certify that the above statements were subscribed and sworn to before me this 19 day of March.

By Commission expires 06/08/14

(Seal)

JOA. Yungerman  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

RFQ No. DEP15683STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.


**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentally established by a county or municipality; any separate corporation or instrumentally established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: Ryan Incorporated CentralAuthorized Signature: Date: 3/20/12ADAM S. RYAN - PRESIDENTState of WisconsinCounty of Rock, to-wit:Taken, subscribed, and sworn to before me this 20th day of March, 2012.My Commission expires October 14, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC Amy Webster