



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
 AGR0920

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 RON PRICE
 304-558-0492

RFQ COPY

TYPE NAME/ADDRESS HERE

Maurice's Flying Service Inc
P.O. Box 598
Lakeview MI 48850

SHIP TO

DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/05/2009				

BID OPENING DATE: 03/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		810-85 w/chemical 20,867ac	30.84	\$ 643,538. ²⁸
				17,635ac OPEN END without chemical	14.84	\$ 261,703. ⁴⁰
<p>AERIAL APPLICATION OF INSECTICIDE</p> <p>CONTRACT TO PROVIDE AERIAL APPLICATION OF INSECTICIDE OVER CERTAIN POPULATED AND NON-POPULATED FORESTED AREAS IN WEST VIRGINIA TO PREVENT DEFOLIATION OF HIGH-VALUE TREES BY THE GYPSY MOTH, LYMANTRIA DISPAR. THIS OPERATION WILL BE CONDUCTED AS SEPARATE PROJECTS (SEE SECTION 4 FOR DETAILS ON EACH PROJECT) CONTAINED IN ONE OR MORE CONTRACTS. THE TARGET INSECT, ACRES, AND TYPES AND CATEGORIES OF AIRCRAFT REQUIRED FOR EACH PROJECT ARE DETAILED IN SECTION 4. UNLESS OTHERWISE SPECIFIED IN SECTION 4, THE CONTRACTOR IS REQUIRED TO PROVIDE TH INSECTICIDE AND ITS COST MUST BE INCLUDED IN THE PER-ACRE BID.</p> <p>FOR MORE SPECIFIC INFORMATION ON THE TREATMENT AREA LOCATIONS, TOPOGRAPHY, ACREAGE, AIRCRAFT DESIGNATION, PROJECT LOGISTICS, AND OTHER DETAILS OF THE PROJECT TO REVIEW MAPS OF THESE AREAS, CONTACT THE FIELD PROJECT DOORDINATOR DESIGNATED IN SECTION 4.</p> <p>SPECIFICATIONS ARE ATTACHED:</p> <p>COST PER ACRE INCLUDING INSECTICIDE: \$ 30.84</p> <p>COST PER ACRE INSECTICIDE PROVIDED BY DEPARTMENT OF AGRICULTURE: \$ 14.84</p> <p>TO BE BASED ON 91 SPRAY BLOCKS AND APPROXIMATELY 38,502 ACRES.</p> <p style="text-align: right;">TOTAL \$905,241.⁶⁸</p>						

RECEIVED
 2009 MAR 11 PM 12:17
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Maurice Ouesnel* TELEPHONE 989-352-6731 DATE 3/6/09
 TITLE President FEIN 38-1973897 ADDRESS CHANGES TO BE NOTED ABOVE



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EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Maurice Oresnel</i>	TELEPHONE 989-352-6731	DATE 3/6/09
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E President	FEIN 38-1973897	ADDRESS CHANGES TO BE NOTED ABOVE
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Maurice's Flying Service Inc
P.O. Box 598
Lakewood MI 48850

DEPARTMENT OF AGRICULTURE
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 4720 BRENDA LANE
 CHARLESTON, WV
 25312

304-558-2221

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03/05/2009				

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LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)

QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 04/11/2001

PRICE ADJUSTMENTS WILL BE CONSIDERED AT TIME OF RENEWAL ONLY AND WILL BE IN ACCORDANCE WITH THE FOLLOWING:

PRICE ADJUSTMENT PROVISION:

THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Maurice Desmet* TELEPHONE **989-352-6731** DATE **3/6/09**

President FEIN **38-1973897**

ADDRESS CHANGES TO BE NOTED ABOVE



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<p>IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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: RP-41</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ATURE <i>Maurice Ouesmel</i>	TELEPHONE 989-352-6731	DATE 3/6/09
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<i>President</i>	FBN 38-1973897	ADDRESS CHANGES TO BE NOTED ABOVE
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RFQ. NO.: AGR0920

BID OPENING DATE: 03/12/09

BID OPENING TIME: 1:30PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

239-482-4114

CONTACT PERSON (PLEASE PRINT CLEARLY)

Maurice Quesnel

***** THIS IS THE END OF RFQ AGR0920 ***** TOTAL

\$ 905,241.68

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TURE *Maurice Quesnel* TELEPHONE *989-352-6731* DATE *3/6/09*
 President FEIN *38-1973897* ADDRESS CHANGES TO BE NOTED ABOVE

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Maurice's Flying Service, Inc.
of PO box 598, Lakeview, Michigan 48850 as Principal, and North American Specialty
Insurance 1200 Arlington, Itasca,
Company of Heights Road Suite 400, Illinois, a corporation organized and existing under the laws of the State of _____
New Hampshire with its principal office in the City of Manchester, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of One Hundred Thousand and 00/100 (\$ 100,000.00) 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
RFQ No. AGR0920 Aerial Application of Insecticide

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 Obligee 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
12th day of March, 20 09.

Principal Corporate Seal

Maurice's Flying Service, Inc.
(Name of Principal)

By Maurice Ovesnel
(Must be President or
Vice President)

President
(Title)

North American Specialty Insurance
Company
(Name of Surety)

Surety Corporate Seal

JoAnn Bayne
JoAnn Bayne 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.**

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

DENNIS E. SCULLY, M.D. PAGLIERANI, KIMBERLY A. COLLIER,

CARL VANDENBOSCH and JOANN BAYNE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



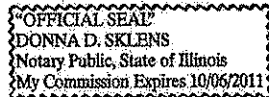
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of June, 2008.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 12th day of June, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of March, 2009.

[Signature] James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

WEST VIRGINIA DEPARTMENT OF AGRICULTURE
1900 Kanawha Blvd., East
Pesticide Regulatory Programs
Charleston, WV 25305-0190

LICENSED PESTICIDE APPLICATION BUSINESS

Issued to:

License No: 0985

Maurice's Flying Services Inc.
P O Box 598
Lakeview, MI 48850-0598

Has met the requirements of the State Code of West Virginia, Chapter 19, Article 16A, Section 7, to engage in the business of applying pesticides.

Qualifying Individual: **Maurice Quesnel**

Categories of Operation:

1 Ag Plant Pest Control
6 Aquatic Pest Control
14 Aerial

3 Forest Pest Control
9 Public Health

Date Issued
11/18/08

Expiration Date
12/31/2009



Commissioner of Agriculture

A handwritten signature in cursive script, likely belonging to the Commissioner of Agriculture, is written over the printed name.

No. 4807



U.S. Department
of Transportation
Federal Aviation
Administration

Operating Certificate

This certifies that

MAURICES FLYING SERVICE INC
9081 W CUTLER ROAD
LAKEVIEW, MICHIGAN 48850

has met the requirements of the Federal Aviation Act of 1958, as amended and the rules, regulations, and standards prescribed therein, for the issuance of this certificate and is authorized to operate as an Air Operator and conduct

COMMERCIAL AGRICULTURAL AIRCRAFT OPERATIONS

in accordance with said Act and its rules, regulations, and standards.

DISPENSING OF ECONOMIC POISONS ALLOWED

This certificate is not transferable and, unless canceled, suspended, superseded, surrendered or revoked, shall continue in effect **INDEFINITELY.**

By Direction of the Administrator

Certificate number MCEG371G

Effective date May 27, 1972

REISSUED: April 23, 1990

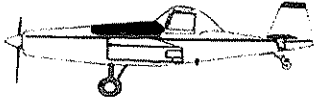
Issued at GRR FSDO, GRAND RAPIDS MI

WALTER J. MOOR

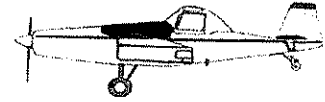
(Signature)

MANAGER

(Title)



MAURICE'S FLYING SERVICE, INC



P.O. Box 598
9081 W Cutler Road
Lakeview, MI 48850-0598

Phone 989-352-6731
Fax 989-352-6931
mauricefs@cmsinter.net

March 6, 2009

WV Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Re: AGR0920

It is Maurice's Flying Service, Inc intent to obtain additional licenses (WV, FAA, etc) for aircraft and pilots as required by RFQ # AGR0920 if awarded this bid. We are a registered vendor with the state of West Virginia and have had the privilege of working together numerous years in the past. We look forward to working together on a successful 2009 gypsy moth suppression project. For questions or comments, please contact me at the above number or my cell 989-560-3932.

Best regards,

Maurice Quesnel

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
02/26/2009

PRODUCER Hardy Aviation Insurance, Inc. P O Box 12010 Wichita, KS 67277-2010	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Maurice's Flying Service, Inc. P O Box 598 Lakeview, MI 48850	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Allianz Global Risk U.S. Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B: Liberty Mutual</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Allianz Global Risk U.S. Ins. Co.		INSURER B: Liberty Mutual		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Allianz Global Risk U.S. Ins. Co.													
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	A3GA00016360 8AM	03/27/2008	03/27/2009	EACH OCCURRENCE \$ 1,500,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC5 34S 301164 027	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000.00 E.L. DISEASE - EA EMPLOYEE \$ 500,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Both policies scheduled to renew without lapse at instruction of insured

CERTIFICATE HOLDER West VA Dept of Ag Dept of Purchasing 1900 Kanawha Blvd E Charleston WV 23505-0190	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE James R. Hardy, President
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2009

PRODUCER LEONARD AGENCY, INC PO BOX 370 LAKEVIEW, MI 48850	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED MAURICE QUESNEL DBA MAURICE'S FLYING SERVICE PO BOX 598 LAKEVIEW, MI 48850	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A. AUTO OWNERS INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A. AUTO OWNERS INSURANCE COMPANY		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER D:													
INSURER E:													

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME(S) ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE LTR	INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Per occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS COMP/OP AGG \$ _____
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	96-701-210-00	10/30/2008	10/30/2009	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EA ACC \$ _____ AGG \$ _____
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE \$ _____ RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____ _____ \$ _____
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ _____ E.L. (SINCE 1/1/80 EMPLOYER) \$ _____ C.L. DISEASE - POLICY LIMIT \$ _____
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER WEST VIRGINIA DEPARTMENT OF AGRICULTURE 1800 KANAWHA BLVD. EAST CHARLESTON, WV 25306	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF INSURANCE

Certificate Date: February 26, 2009
Name of Insured: Maurice's Flying Service, Inc., P O Box 598, Lakeview MI 48850
Policy Number: A3GA00163107AM rnl
Policy Effective: March 27, 2008 Policy Expires: March 27, 2009
Insurance Company: Allianz Global Risks US Ins. Co.
Underwriting Mgrs: Allianz Aviation Managers, LLC

This Certificate does not amend, extend or otherwise alter terms/conditions of policy noted here

LEGAL LIABILITY COVERAGE RESPECTS AIRCRAFT: N4206P, N23MQ

Kind of Insurance	Coverage Limits	
	Each Person	Each Occurrence
Aircraft Liability (Excluding Chemical)		
Single Limit Bodily Injury and Property Damage Excluding Passengers **Policy endorsed to allow spraying in residential areas	respects gypsy moth contracts only	\$1,000,000.00
Restricted Chemical (Drift) Liability		
Bodily Injury Excluding Passengers	\$100,000.00	\$300,000.00
Property Damage		\$100,000.00

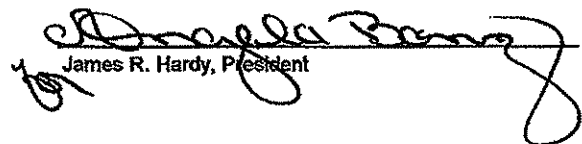
Additional Agreements:

30 Day Notice of Cancellation
Certificate Holder is additional insured respects operations of the Named Insured on behalf of
certificate Holder for gypsy moth contract
Coverage set to renew without lapse at instruction of insured

CERTIFICATE HOLDER:

West Virginia Dept. of Ag
Dept. of Purchasing
1900 Kanawha Blvd E
Charleston WV 25505 0190

HARDY AVIATION INSURANCE, INC.


James R. Hardy, President

P.O. BOX 12010
WICHITA, KS 67277-2010


E-MAIL: hardy@hardyaviationins.com
WEB SITE: www.hardyaviationins.com

PHONE: (316) 945-6733
FAX: (316) 945-2330
1-800-721-6733

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION SPECIAL AIRWORTHINESS CERTIFICATE	
A	CATEGORY/DESIGNATION RESTRICTED
	PURPOSE AGRICULTURE AND PEST CONTROL
B	MANUFACTURER NAME N/A
	ADDRESS N/A
C	FLIGHT FROM SEE ATTACHED OPERATING LIMITATIONS
	XX SEE ITEM D. REVERSE SIDE OF THIS CERTIFICATE
D	N- 4206P SERIAL NO. G10-166
	BUILDER AYRES CORPORATION MODEL S2R-G10
E	DATE OF ISSUANCE JAN 16, 2001 EXPIRY UNLIMITED
	OPERATING LIMITATIONS DATED 1/16/01 ARE A PART OF THIS CERTIFICATE
	SIGNATURE OF FAA REPRESENTATIVE <i>James E. Rusk, Jr.</i> JAMES E. RUSK, JR. DESIGNATION OR OFFICE NO. DMIR501465CE
	Any alteration, reproduction or misuse of this certificate may be punishable by a fine not exceeding \$1,000 or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

FAA FORM 8130-7 (10/82)

SEE REVERSE SIDE


REGISTRATION NOT TRANSFERABLE	
UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION	
NATIONALITY AND REGISTRATION MARKS N 4206P	AIRCRAFT SERIAL NO. G10-166
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT AYRES CORPORATION S2R-G10 ICAO Aircraft Address Code: 51177327	
ISSUED TO	QUESNEL LEASING LLC PO BOX 598 LAKEVIEW MI 48850-0598
	CORPORATION
It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with the Federal Aviation Act of 1958, and regulations issued thereunder.	
DATE OF ISSUE May 24, 2001	<i>Jul. H. [Signature]</i> ADMINISTRATOR
<p>This certificate must be in the aircraft when operated.</p> <p>This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.</p>  <p>U.S. Department of Transportation Federal Aviation Administration</p>	
AC Form 8050-3(8/97) Supersedes previous editions 4885070598	

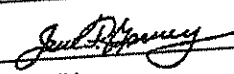
DATE : 1/16/01

MAKE: AYRES CORPORATION
MODEL: S2R-G10
SERIAL NO. : G10-166
REGISTRATION NO.: N4206P

RESTRICTED CATEGORY LIMITATIONS

1. No person may operate this aircraft for other than the purpose of AGRICULTURAL (SPRAYING, DUSTING, AND SEEDING; AND LIVESTOCK AND PREDATORY ANIMAL CONTROL) AND FOR THE SPECIAL PURPOSE USE FOR DISPENSING FIRE FIGHTING MATERIALS. Additionally, this aircraft shall be operated in accordance with applicable air traffic and operating rules of FAR 91, and all additional limitations herein prescribed under the provisions of FAR 91.313.
2. No operation shall be conducted over densely populated areas or in congested airways except for take-off and landings.
3. Day/Night VFR operation is authorized.
4. No person operating this aircraft may carry persons or property for compensation or hire.
5. No person may be carried on a Restricted Category civil aircraft unless that person is necessary for the accomplishment of the work activity directly associated with that special purpose.


JAMES E. RUSK, JR., DMIR501465CE

REGISTRATION NOT TRANSFERABLE	
UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION	
NATIONALITY AND REGISTRATION MARKS N_{23MQ}	AIRCRAFT SERIAL NO. G10-140
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT AYRES CORPORATION S2R-G10 ICAO Aircraft Address Code: 50403511	
ISSUED TO MAURICES FLYING SERVICE INC 9081 CUTLER RD LAKEVIEW MI 48850-9714	This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.
CORPORATION It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with the Federal Aviation Act of 1958, and regulations issued thereunder.	
DATE OF ISSUE September 19, 1997	 ADMINISTRATOR
U.S. Department of Transportation Federal Aviation Administration	
AC Form 8050-3(8/97) Supersedes previous editions	

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION SPECIAL AIRWORTHINESS CERTIFICATE	
A	CATEGORY/DESIGNATION RESTRICTED
	PURPOSE AGRICULTURE AND PEST CONTROL
B	MANUFACTURER NAME N/A
	ADDRESS N/A
C	FLIGHT FROM N/A
	TO N/A
D	N- 23MQ SERIAL NO. G10-140
	BUILDER AYRES CORPORATION MODEL S2R-G10
	DATE OF ISSUANCE 08-20-97(R) EXPIRY N/A
E	OPERATING LIMITATIONS DATED 03-18-98 ARE A PART OF THIS CERTIFICATE
	SIGNATURE OF FAA REPRESENTATIVE JOHN A. BEBBY DESIGNATION OR OFFICE NO. GRR FSDO GL09

Any alteration, reproduction or misuse of this certificate may be punishable by a fine not exceeding \$1,000 or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

RESTRICTED CATEGORY OPERATING LIMITATIONS

MAKE: Ayres Corporation

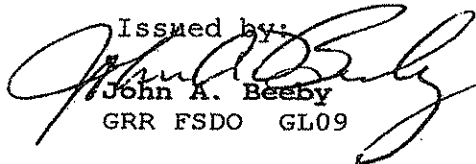
MODEL: S2R-G10

REGISTRATION NO: N23MQ

SERIAL NO: G10-140

1. No person may operate this aircraft for other than the purpose for which the special purpose airworthiness certificate was issued and the aircraft shall be operated in accordance with the applicable FAA Air Traffic and General Operation Rules 91.319(a)(1).
2. No operations shall be conducted over densely populated areas or in congested airway except for takeoffs and landings.
3. This aircraft may be operated Day/Night VFR.
4. No person may operate this aircraft for carrying persons or property for compensation or hire.
5. No person may be carried on a Restricted Category civil aircraft unless that person is necessary for the accomplishment of the work activity directly associated with that special purpose.

03-18-98
Date of Issue

Issued by:

John A. Beeby
GRR FSDO GL09

Valent BioSciences

Foray® 76B

Biological Insecticide

Flowable Concentrate

For the control of Lepidopterous Larvae

ACTIVE INGREDIENT:

Bacillus thuringiensis subspecies *kurstaki*, strain

ABTS-351, fermentation solids and solubles 18.44%

Other Ingredients: 81.56%

Total: 100.0%

Potency: 16,700 Cabbage Looper Units (CLU)/mg of product (equivalent to 76 billion CLU/GAL.).

The percent active ingredient does not indicate product performance and potency measurements are not federally standardized.

EPA Reg. No. 73049-49

EPA Est. No. 33762-IA-001

LIST NO. 60176

KEEP OUT OF REACH OF CHILDREN**CAUTION****1.0 FIRST AID**

If on skin or clothing	<ul style="list-style-type: none"> Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
If in eyes	<ul style="list-style-type: none"> Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
HOT LINE NUMBER	
Have the product container with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-877-315-9819 for emergency medical treatment and/or transport emergency information. For all other information, call 1-800-323-9597.	

2.0 PRECAUTIONARY STATEMENTS**2.1 HAZARDS TO HUMANS AND DOMESTIC ANIMALS****CAUTION**

Causes moderate eye irritation. Avoid contact with eyes, skin, or clothing. Wash thoroughly with soap and water after handling.

2.2 Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt
- Long pants
- Waterproof gloves
- Shoes plus socks

2.3 Agricultural Use Requirements:

Mixers/loaders and applicators must wear a dust/mist filtering respirator meeting NIOSH standards of at least N-95, R-95, or P-95. Repeated exposure to high concentrations of microbial proteins can cause allergic reactions. When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

2.4 Non-Agricultural Use Requirements:

Mixer/loaders and applicators not in enclosed cabs or aircraft must wear a dust/mist filtering respirator meeting NIOSH standards of at least N-95, R-95, or P-95. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

2.5 User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling the product. Wash outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

2.6 Environmental Hazards

For terrestrial agricultural uses, do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

3.0 STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal of waste.

Storage: Store in a cool, dry place. Keep containers tightly closed when not in use. Store in temperatures above freezing and below 25°C (77°F).**Pesticide Disposal:** Pesticide waste resulting from the use of this product may be disposed of on site or at an approved waste disposal facility in accordance with federal and local regulations.**Container Disposal:** Triple rinse (or equivalent). Then offer for recycling or reconditioning or puncture and dispose of in a sanitary landfill or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.**4.0 DIRECTIONS FOR USE**

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

Do not apply this product through any type of irrigation system.

5.0 AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 4 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Waterproof gloves
- Shoes plus socks

6.0 APPLICATION

Foray 76B may be applied by ground or aerial equipment undiluted or with quantities of water sufficient to provide thorough coverage of plant parts to be protected. The amount of water needed per acre will depend upon crop size, weather, spray equipment, and local experience.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment- and weather-related factors determine the potential for spray drift. The applicator and the grower/treatment coordinator are responsible for considering all of these factors when making decisions.

7.0 MIXING

Shake or stir Foray 76B before use. Fill spray or mixing tank half full of water. Begin agitation and pour Foray 76B into water while maintaining continuous agitation. Add other spray material (if any) and balance of water. Agitate as necessary to maintain suspension. Do not allow diluted mixture to remain in the tank for more than 72 hours.

The use of a spreader-sticker approved for use on growing crops is recommended for hard to wet crops such as cole crops or to improve weather-fastness of the spray deposits. Combinations with commonly used spray tank adjuvants are generally not deleterious to Foray 76B, if the mix is used promptly. Before mixing in the spray tank, it is advisable to test physical compatibility by mixing all components in a small container in proportionate quantities.

8.0 SPRAY VOLUMES**Ground Application:** Use recommended amount of Foray 76B in ground equipment with quantities of water sufficient to provide thorough coverage of plant parts to be protected. The amount of water needed per acre will depend upon crop size, weather conditions, spray equipment used and local experience.**Aerial Application:** Use recommended amount of Foray 76B in aerial equipment undiluted or with quantities of water sufficient to provide thorough coverage of plant parts to be protected. In the western US 5-10 gallons per acre is the normal minimum; in the eastern regions a minimum of 2-3 gallons is normally used. The minimum amount of water needed per acre will depend upon crop size, weather conditions, spray equipment used and local experience.**9.0 GENERAL AGRICULTURAL USE INSTRUCTIONS**Foray 76B is a biological insecticide for the control of lepidopterous larvae. It contains the spores and endotoxin crystals of *Bacillus thuringiensis kurstaki*. Foray 76B must be ingested by the larvae to be effective. For consistent control, apply at first sign of newly hatched larvae (1st and 2nd instar larvae). Susceptible larvae

Foray 76B may be applied up to and on the day of harvest. For maximum effectiveness the following is recommended: Monitor fields to detect early infestations.

Apply Foray 76B when eggs start hatching and larvae are small (early instars) and before significant crop damage occurs. Larvae must be actively feeding to be affected.

Repeat applications every 3 to 14 days to maintain control and protect new plant growth. Factors affecting spray interval include rate of plant growth, weather conditions, and reinfestations. Monitor populations of pests and beneficials to determine proper timing of applications.

Under conditions of heavy pest pressures or when large worms are present use the higher rate, shorten the application interval, and/or improve spray coverage to enhance control. When these conditions are present, a contact insecticide should be used to enhance control.

Thorough coverage is essential for optimum performance. Ground applicators equipped with directed drop nozzles can improve coverage.

10.0 Table 1.

Crop	Pets	Rate ¹ (oz./acre)	Dosage ¹ (BIU/acre)
Forests, Shade Trees, Ornamentals,	Gypsy Moth	13.5-67.5	8-40
	Elm Spanworm		
Shrubs, Sugar Maple Trees, Ornamental Fruit, Nut & Citrus Trees ²	Spruce Budworm	13.5-50.5	8-30
	Browntail Moth Douglas Fir Tussock Moth Coneworm Buck Moth		
	Tussock Moth	10.0-27.0	6-16
	Pine Butterfly Bagworm Leafroller Tortrix Mimosa Webworm Tent Caterpillar Jackpine Budworm Blackheaded Budworm Saddled Prominent Saddleback Caterpillar Eastern & Western Hemlock Looper Orangestriped Oakworm Satin Moth		
	Redhumped Caterpillar Spring & Fall Cankerworm California Oakworm Fall Webworm	7.0-13.5	4-8

Special Instructions

¹Use the higher recommended rates on advanced larval stages or under high density larval populations.

²In treating gypsy moth infested trees and shrubs in urban, rural, and semi-rural areas, exposure of non-target vegetation including, but not limited to, native and ornamental species and food or feed crops is permitted.

11.0 DIRECTIONS FOR USE FOR NON-AGRICULTURAL APPLICATIONS

11.1 NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries or greenhouses.

Keep unprotected persons out of the treated areas until sprays have dried.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment- and weather-related factors determine the potential for spray drift. The applicator and the grower/treatment coordinator are responsible for considering all of these factors when making decisions.

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

Not for use on plants being grown for sale or other commercial use, or for commercial seed production, or for research purposes. For use on plants intended for aesthetic purposes or climatic modification and being grown in interior landscapes, ornamental gardens or parks, or on golf courses or lawns and grounds.

Not for use on trees being grown for sale or other commercial use, or for commercial seed production, or for the production of timber or wood products, or for research purposes except for wide-area public pest control programs sponsored by government entities, such as mosquito abatement, gypsy moth control, and Mediterranean fruit fly eradication.

Foray 76B contains the spores and endotoxin crystals of *Bacillus thuringiensis kurstaki*. Foray 76B is a stomach poison and is effective against lepidopterous larvae. After ingestion, larvae stop feeding within hours and die 2-5 days later. Maximum activity is exhibited against early instar larvae. Foray 76B may be used for both ground and aerial application. The product should be shaken or stirred before use. Add some water to the tank mix, pour the recommended amount of Foray 76B into the tank and then add the remaining amount of water to obtain the proper mix ratio. Agitate as necessary to maintain the suspension. The diluted mix should be used within 72 hours.

11.2 Ground Application:

Use an adequate amount of tank mix to obtain thorough coverage without excessive run off. Use the recommended per acre dosages of Foray 76B in up to the following amounts of water:

High volume hydraulic sprayers	100 gallons
Mist blowers	10 gallons

11.3 Aerial Application:

Foray 76B may be applied aerially, either alone or diluted with water at the dosages shown in the application rates table. Spray volumes of 28-128 ounces per acre are recommended. Best results are expected when Foray 76B is applied to dry foliage.

12.0 Table 2.

Crop	Pets	Rate ¹ (oz./acre)	Dosage ¹ (BIU/acre)
Forests, Shade Trees, Ornamentals,	Gypsy Moth	13.5-67.5	8-40
	Elm Spanworm		
Shrubs, Sugar Maple Trees, Ornamental Fruit, Nut & Citrus Trees ²	Spruce Budworm	13.5-50.5	8-30
	Browntail Moth Douglas Fir Tussock Moth Coneworm Buck Moth		
	Tussock Moth	10.0-27.0	6-16
	Pine Butterfly Bagworm Leafrollers Tortrix Mimosa Webworm Tent Caterpillar Jackpine Budworm Blackheaded Budworm Saddled Prominent Saddleback Caterpillar Eastern & Western Hemlock Looper Orangestriped Oakworm Satin Moth		
	Redhumped Caterpillar Spring & Fall Cankerworm California Oakworm Fall Webworm	7.0-13.5	4-8

Special Instructions

¹Use the higher recommended rates on advanced larval stages or under high density larval populations.

²In treating gypsy moth infested trees and shrubs in urban, rural, and semi-rural areas, exposure of non-target vegetation including, but not limited to, native and ornamental species and food or feed crops is permitted.

13.0 NOTICE OF WARRANTY

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE CONCERNING THE USE OF THIS PRODUCT OTHER THAN AS INDICATED ON THE LABEL. USER ASSUMES ALL RISK OF USE, STORAGE OR HANDLING NOT IN STRICT ACCORDANCE WITH ACCOMPANYING DIRECTIONS.

VALENT BIOSCIENCES® CORPORATION

870 Technology Way
Libertyville, IL 60048—800-323-9597
04-4416/R3

© Valent BioSciences Corporation April, 2003

VID 5.5.04

Foray® 76B

ISSUED 06-14-01

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

MATERIAL NAME: Foray® 76B
EPA Registration No. 73049-49
List Number: 60176
MANUFACTURER: Valent BioSciences Corporation
 870 Technology Way, Suite 100
 Libertyville, Illinois 60048
EMERGENCY TELEPHONE NUMBERS
Emergency Health or Spill:
 Outside the United States: 1-651-632-6184
 Within the United States: 1-877-315-9819

2. COMPOSITION/INFORMATION ON INGREDIENTS

INGREDIENT NAME: Bacillus thuringiensis subsp. kurstaki
CONCENTRATION: 3.3000 %
CAS/RTECS NUMBERS: 68038-71-1, N/A
OSHA-PEL
 8HR TWA: N/L
 STEL: N/L
 CEILING: N/L
ACGIH-TLV
 8HR TWA: N/L
 STEL: N/L
 CEILING: N/L
OTHER LIMITS
 8HR TWA: N/A
 STEL: N/A
 CEILING: N/A
INGREDIENT NAME: Inert ingredients - identify withheld as a Trade Secret
CONCENTRATION: 96.7000 %
CAS/RTECS NUMBERS: N/A, N/A
OSHA-PEL
 8HR TWA: 1 mg/m3 for a minor component
 STEL: N/L
 CEILING: N/L
ACGIH-TLV
 8HR TWA: N/L
 STEL: N/L
 CEILING: N/L
OTHER
 8HR TWA: 50 ppm total, 10 mg/m3 aerosol only.
 AIHA WEEL for a minor component
LIMITS
 STEL: N/A
 CEILING: N/A
EEC (European Community): N/D
Symbol Designation: N/A
Risk Phrases: N/A
Safety Phrases: S2 Keep out of reach of children. S3 Keep in a cool place. S13 Keep away from food, drink and animal feeding stuffs.

3. HAZARDS INFORMATION

EMERGENCY OVERVIEW: This material may cause transient skin and eye irritation.
ROUTE(S) OF ENTRY:
 Skin: No
 Inhalation: No
 Ingestion: No
INGESTION RATING: None
SKIN ABSORPTION RATING: None
INHALATION RATING: N/D
CORROSIVENESS RATING: None
SKIN CONTACT RATING: None
SKIN SENSITIZATION RATING: N/D
EYE CONTACT RATING: None
TARGET ORGANS: Possibly skin, eyes and respiratory tract
CARCINOGENICITY RATING:
 NTP: N/L
 IARC: N/L
 OSHA: N/L
 ACGIH: N/L
 None
SIGNS AND SYMPTOMS: N/D. May cause slight transient skin, eye, and respiratory irritation.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: N/D. Pre-existing skin, eye, and respiratory ailments

4. FIRST AID MEASURES

EYES: Remove from source of exposure. Flush with copious amounts of water. If irritation persists or signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary.
SKIN: Remove from source of exposure. Flush with copious amounts of water. If irritation persists or signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary.
INGESTION: Remove from source of exposure. If signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary.
INHALATION: Remove from source of exposure. If signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary.

5. FIRE FIGHTING PROCEDURES

FLASH POINT: N/D
FLASH POINT METHOD: N/D
LOWER EXPLOSIVE LIMIT(%): N/D
UPPER EXPLOSIVE LIMIT(%): N/D
AUTOIGNITION TEMPERATURE: N/D
FIRE & EXPLOSION HAZARDS: N/D
EXTINGUISHING MEDIA: Use appropriate medium for the underlying cause of the fire.
FIRE FIGHTING INSTRUCTIONS: Wear protective clothing and self-contained breathing apparatus.

6. ACCIDENTAL RELEASE MEASURES

SPILL OR RELEASE PROCEDURES: Recover product and place in an appropriate container for disposal. Ventilate and wash the spill area.

7. HANDLING AND STORAGE

HANDLING: Avoid formation of dust during handling/pouring.
STORAGE: Store in a cool place. Keep containers tightly closed when not in use. Store in temperatures above freezing and below 25 degree C (77 F).
SPECIAL PRECAUTIONS: Wash thoroughly with soap and water after handling.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS: Use local exhaust
RESPIRATORY PROTECTION: Air purifying respirator with dust/mist (N95) filter, if needed.
SKIN PROTECTION: Impervious.
EYE PROTECTION: Safety glasses or goggles.
OTHER PROTECTION: Wear tyvek coveralls if contact may occur.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE/PHYSICAL
STATE: Light brown suspension
ODOR: Pungent, bacterial odor
BOILING POINT: N/D
MELTING/FREEZING POINT: N/D
VAPOR PRESSURE (mm Hg): N/D
VAPOR DENSITY (Air=1): N/D
EVAPORATION RATE: N/D
BULK DENSITY: 1.1-1.2 g/mL
SPECIFIC GRAVITY: N/D
SOLUBILITY: Readily mixable in water.
 pH: 4.1-4.5 (as a 10% solution in water)
VISCOSITY: N/D

10. STABILITY AND REACTIVITY

CHEMICAL STABILITY: Not chemically reactive.
INCOMPATIBILITIES: Alkalinity inactivates product.
HAZARDOUS DECOMPOSITION PRODUCTS: N/D
HAZARDOUS POLYMERIZATION: Not known to occur.

11. TOXICOLOGICAL INFORMATION

ORAL TOXICITY: LD50 > 5000 mg/kg in rats. EPA Category IV.
DERMAL TOXICITY: LD50 > 2500 mg/kg in rabbits. EPA Category III.

INHALATION TOXICITY: Not lethal in an inhalation study at the maximum achievable concentration of 3.22 mg/L. EPA Category IV.

CORROSIVENESS: No

DERMAL IRRITATION: Slight skin reactions up to 24 hours after treatment. EPA Category IV.

OCULAR IRRITATION: Mild irritation. Reversible within 7 days. EPA Category III.

DERMAL SENSITIZATION: N/D

SPECIAL TARGET ORGAN EFFECTS: N/D
CARCINOGENICITY INFORMATION: N/D

12. ECOLOGICAL INFORMATION

ECOLOGICAL INFORMATION: Studies on non-targets have been performed without identifying any organisms at risk. The following species have been included in the testing. Mammals (rats, rabbits), Freshwater aquatic invertebrate (Daphnia Magna, Rainbow Trout), Birds (Mallard Duck, Bobwhite), and Non-target insects (Green Lacewing Larvae, Hymenopteran Pedibus Foveolatus, Ladybird beetles, and Honey bees).

13. DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHODS: Dispose of product in accordance with federal, state and local regulations.

14. TRANSPORTATION INFORMATION

DOT
STATUS: Not Regulated
PROPER SHIPPING NAME: N/D
HAZARD CLASS: N/D
UN NUMBER: N/D
PACKING GROUP: N/D
REPORTABLE QUANTITY: N/D
IATA/ICAO
STATUS: Not Regulated
PROPER SHIPPING NAME: N/D
HAZARD CLASS: N/D
UN NUMBER: N/D
PACKING GROUP: N/D
REPORTABLE QUANTITY: N/D
IMO
STATUS: Not Regulated
PROPER SHIPPING NAME: N/D
HAZARD CLASS: N/D
UN NUMBER: N/D
PACKING GROUP: N/D
REPORTABLE QUANTITY: N/D
FLASH POINT: N/D

15. REGULATORY INFORMATION

TSCA STATUS: Exempt
CERCLA STATUS: N/D
SARA STATUS: N/D
RCRA STATUS: N/D
PROP 65 (CA): N/D

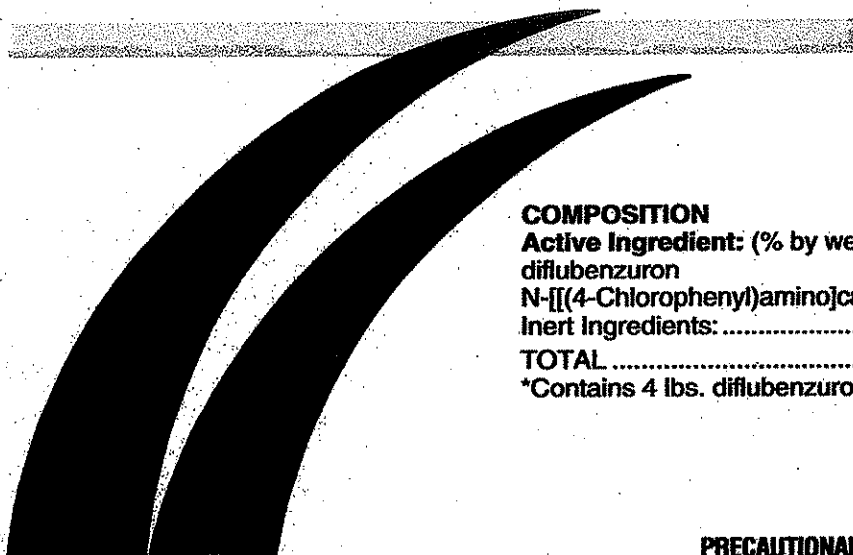
16. OTHER INFORMATION

LEGEND:
 N/A = Not Applicable
 N/D = Not Determined
 N/L = Not Listed
 L = Listed
 C = Ceiling
 S = Short-term
 (R) = Registered Trademark of Valent BioSciences
 (TM) = Registered Trademark of Valent BioSciences
 The information and recommendations contained herein are based upon tests believed to be reliable. However, Valent BioSciences does not guarantee their accuracy or completeness nor shall any of this information constitute a warranty, whether expressed or implied, as to the safety of the goods, the merchantability of the goods, or the fitness of the goods for a particular purpose. Adjustment to conform with actual conditions of usage may be required. Valent BioSciences assumes no responsibility for results obtained or for incidental or consequential damages arising from the use of these data. No freedom from infringement of any patent, copyright or trademark is to be inferred.
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RESTRICTED USE PESTICIDE

Due to toxicity to aquatic invertebrate animals.
For retail sale to and use only by Certified Applicators, or persons under their direct supervision, and only for those uses covered by the Certified applicator's certification.

Dimilin® 4L



Net contents:

COMPOSITION

Active Ingredient: (% by weight)

diflubenzuron

N-[[[4-Chlorophenyl)amino]carbonyl]-2,6-difluorobenzamide* 40.4%

Inert Ingredients: 59.6%

TOTAL 100.0%

*Contains 4 lbs. diflubenzuron per gallon.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Avoid contact with skin.

PERSONAL PROTECTIVE EQUIPMENT

Applicators and Other Handlers Must Wear: A long-sleeved shirt and long pants; shoes plus socks. Follow manufacturer's instructions for cleaning and maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

ENVIRONMENTAL HAZARDS

This pesticide is extremely toxic to crab, shrimp and other aquatic invertebrates. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark, except under the forest canopy when aerially applied to control forest pests. Drift or runoff from treated areas may be hazardous to aquatic organisms in neighboring areas. Do not contaminate water when disposing of equipment washwaters.



Crompton Manufacturing
Company, Inc.
Middlebury, CT 06749
EPA REG. NO. 400-474
EPA EST. NO.
017/011398

www.cromptoncorn.com

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

Do not apply this product through any type of irrigation system. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 12 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- coveralls
- waterproof gloves
- shoes plus socks.

DIMILIN 4L is an insect growth regulator which is effective on a wide variety of insect pests, predominately from the families Lepidoptera and Diptera. Because of its mode of action, which results in a disruption of the normal molting process of the insect larvae, the action of DIMILIN is slow and several days may elapse before the full effect is seen. Because of its specificity, DIMILIN does not effect bees or other beneficial insects when applied at labeled rates and is therefore an excellent product for use in IPM programs.

Mixing Instructions: Fill the spray tank with half the required amount of water. Begin agitation and add the required amount of DIMILIN 4L. Continue agitation while adding the remainder of the water. Agitation during application is recommended to maintain a uniform distribution of

DIMILIN 4L in the water. Do not use equipment without adequate agitation.

TREES AND SHRUBS

DIMILIN 4L is effective in controlling a variety of insect pests found on trees and shrubs in areas such as:

- Public and private forests
- Forest plantings and forest nurseries
- Christmas tree and conifer nurseries
- Residential and municipal shade tree areas and landscape plantings
- Recreational areas such as campgrounds, golf courses, parks, parkways*
- Shelterbelts
- Rights of way and other easements

*In campground or other recreational areas applications should be made during periods of minimal use. Notify persons using recreational facilities or living in the area to be sprayed before application of this or any other pesticide.

NOT FOR USE IN GREENHOUSES, SHADEHOUSES, OR INTERIORSCAPES.

Application Notes: Determining the correct volume of water to apply is highly dependent on the tree height, canopy size and application type.

For ground applications, use an adequate amount of water to obtain thorough coverage to the foliage without excessive runoff. As a general guideline, use the recommended per acre dosage of DIMILIN 4L in the following amounts of water.

High volume hydraulic sprayer	100 - 400 gallons per acre
Mist blower, air blast sprayer	5 - 30 gallons per acre

For aerial applications, spray volumes of 1/2 to 5 gallons per acre are recommended.

Uniform coverage of the foliage is essential for optimum performance. The higher water volumes are recommended when application conditions are less than ideal, for very large or dense tree stands, for high population pressures or when insects have reached older instar stages.

Use Rates and Recommendations: The following table provides use rates and recommendations for optimum performance of DIMILIN 4L. In most cases, applications should be made when insect larvae are in the early instar stages. Applications made to late instar larvae may result in reduced foliage protection and the higher rates should be used.

INSECT PEST	RATE FL. OZS. / ACRE	MAX. / YEAR FL. OZS. / ACRE	APPLICATION TIMING / NOTES
Gypsy Moths	0.5 - 2	2	Early instar and prior to full leaf expansion (5 - 20%)

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

STORAGE—Store in a dry location.

PESTICIDE DISPOSAL—Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL—Triple rinse or equivalent. Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or incineration, or if allowed by State and local authorities, by burning. If burned, stay out of smoke.

EMERGENCY ASSISTANCE:

CROMPTON EMERGENCY PHONE 800-292-5898
SAFETY DATA AND INFORMATION 203-573-3303
TRANSPORTATION EMERGENCY (CHEMTREC) 800-424-9300

IMPORTANT NOTICE—Seller warrants that this product conforms to its chemical description and is reasonably fit for the purposes stated on the label when used in accordance with the directions and instructions specified on the label under normal conditions of use, but neither this warranty nor any other warranty of merchantability or fitness for a particular purpose, express or implied, extends to the use of this product, contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to seller, and buyer assumes the risk of any such use.

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DIMILIN® 4L

Version: 1.1
 DATE OF ISSUE: 01/09/2006
 Date printed: 03/25/2006

1. PRODUCT AND COMPANY IDENTIFICATION

Product name: DIMILIN® 4L
Chemical name: Diflubenzuron
Use of substance/preparation: No specific information.
Supplier:
 Emergency telephone number
 CHEMTREC (24 hours) 800-424-9300
 Chemtura Corporation Emergency Response (24 hours) 800-292-5898
For additional emergency telephone numbers see section 16 of the Safety Data Sheet.
Environmental, Health and Safety Department:
 866-430-2775

2. COMPOSITION / INFORMATION ON INGREDIENTS

INGREDIENT	% BY WEIGHT
Diflubenzuron CAS# 35367-98-5	46.2
Paraffinic Oil CAS# Trade secret	7.2
Paraffinic oil CAS# Trade secret	1.8
Mineral Oil Mist CAS# -	

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

CAUTION!
 MAY CAUSE EYE AND SKIN IRRITATION.
 PROLONGED AND/OR REPEATED EXPOSURE
 MAY CAUSE THE FOLLOWING EFFECTS:
 - METHEMOGLOBINEMIA

4. FIRST AID MEASURES

Swallowing

Call a poison control center or doctor immediately for treatment advice.

Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor.

Do not give anything by mouth to an unconscious person.

Skin contact

Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes.

Call a poison control center or doctor for treatment advice.

Wash skin with soap and water. Remove contaminated clothing. Wash clothing before re-use. Obtain medical attention if irritation persists.

Inhalation

Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible.

Call a poison control center or doctor for further treatment advice.

Remove to fresh air. Obtain medical attention.

Remove to fresh air. Give artificial respiration if not breathing. Obtain medical attention.

Eye contact

Hold eye open and rinse slowly and gently with water for 15 to 20 minutes.

Remove contact lens, if present, after the first 5 minutes, then continue rinsing eye.

Call a poison control center or doctor for further treatment advice.

Immediately flush eyes with water and continue washing for at least 15 minutes. Obtain medical attention.

5. FIRE-FIGHTING MEASURES

Autoignition temperature: Not available

Hazardous combustion products

Oxides of carbon.
 Oxides of nitrogen.

Hydrogen chloride.

Hydrogen fluoride.

Special fire fighting procedures

Do not discharge extinguishing waters into streams, rivers and lakes.

Special protective equipment for firefighters

Body covering protective clothing, full "turn-out" gear. Self-contained breathing apparatus.

Extinguishing media

Suitable:

Large fires:
 - alcohol-type foam or universal-type foams

Small fires:

- CO2
 - dry chemical

Unsuitable:

- water jets

6. ACCIDENTAL RELEASE MEASURES

Personal precautions

Wear suitable protective equipment. Avoid contact with eyes and skin.

Environmental precautions

Prevent from entering sewer system, surface water or soil.

Methods for cleaning up

Observe government regulations.

Small spills

Absorb on inert material such as sand, earth, vermiculite.

Collect for disposal.

Large spills

Dike to contain spill.

Pump excess material into suitable container (metal drums, metal tank, or such).

7. HANDLING AND STORAGE

HANDLING

Handling precautions

Do not get in eyes. Avoid prolonged or repeated contact with skin. Avoid breathing vapor. Use with adequate ventilation. Wash thoroughly after handling.

Other precautions

NOTE TO END-USERS: The employee protection recommendations on this MSDS may differ from those on the product label. For normal use of this product, always refer to the personal protective equipment requirements on the product label.

STORAGE

Storage requirements

Store in a cool, dry place.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE LIMIT VALUES

Component	Country	Type	Value	Remark
Mineral Oil Mist	USA	TWA (mist), ACGIH	5 mg/m3	If used in way that generates a "mist" observe the limits for Mineral Oil Mist.
		STEL (mist), ACGIH	10 mg/m3	

No other exposure limits have been established

PERSONAL PROTECTION

Respiratory protection

Self-contained breathing apparatus in high vapor concentrations.

Hand protection / protective gloves

Chemical resistant protective gloves

Eye protection

Safety glasses with side shields.

Skin protection

Wear protective clothing, such as long sleeves to minimize skin contact.

Other protective equipment

Eye bath, Safety shower

ENGINEERING CONTROLS

Ventilation

General (mechanical) room ventilation is expected to be satisfactory. Special, local ventilation is needed at points where vapors can be expected to escape to the workplace air.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE

Physical state: Liquid

Color: Tan

Odor: Slight

Odor threshold: Not available

OTHER PROPERTIES

Boiling point: Not available

Melting point: Not available

pH: 8 - 10

Density: 1.19 g/cm3

Solubility in water: Not available

Solubility in organic solvents: No data available.

Partitioning coefficient: Not available

Flash point: None available

Autoignition temperature: Not available

10. STABILITY AND REACTIVITY

Stability: This product is stable under normal storage and handling conditions.

Stability - Conditions to avoid

None known.

Hazardous combustion products

Oxides of carbon.

Oxides of nitrogen.

Hydrogen chloride.

Hydrogen fluoride.

11. TOXICOLOGICAL INFORMATION

Component data

Diflubenzuron

Acute toxicity - Swallowing:

LD50 - Rat

Result: > 4,640 mg/kg

Component data

Diflubenzuron

Acute toxicity - Skin absorption:

LD50 - Rabbit

Result: > 2,000 mg/kg

Component data

Diflubenzuron

Acute toxicity - Inhalation:

LC50 - Rat

Result: > 2.88 mg/l

Exposure time: 4 h

Component data

Diflubenzuron

Skin irritation - Skin contact:

Species: Rabbit

Result: Moderate irritation

Component data

Diflubenzuron

Eye irritation - Eye contact:

Species: Rabbit

Result: - slight irritation

Component data

Diflubenzuron

Sensitization:

Species: Guinea pigs

Result: Negative

12. ECOLOGICAL INFORMATION

Component ecotoxicology

Diflubenzuron

Acute toxicity fish:

LC50 - Rainbow trout (*Oncorhynchus mykiss*)

Result: > 0.2 mg/l

Exposure time: 96 h

Component ecotoxicology

Diflubenzuron

Acute toxicity fish:

- Zebra fish (*Brachydanio rerio*)

Result: > 0.2 mg/l

Exposure time: 96 h

Component ecotoxicology

Diflubenzuron

Aquatic toxicity to plants:

Acute algae toxicity LC50 - *Selenastrum*

capricornutum

Result: > 0.3 mg/l

Component ecotoxicology

Diflubenzuron

Acute toxicity to aquatic invertebrates:

LC50 - Water flea (Daphnia magna)
 Result: < 0.01 mg/l
 Exposure time: 48 h

13. DISPOSAL CONSIDERATIONS

General: Dispose of in accordance with appropriate Federal, State, and local regulations. Avoid discharge to sewers and natural waters.

Non-cleaned packages

Empty drums should be decontaminated and either passed to an approved drum reconditioner or destroyed. Containers that cannot be cleaned must be treated as waste.

14. TRANSPORT INFORMATION

DOT Classification

This product is not regulated by DOT.

IMDG Classification

Proper shipping name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.

Class: 9

UN ID #: UN 3082

Packing group: III

Marpot: MARINE POLLUTANT

ICAO Classification

This product is not regulated by ICAO.

15. REGULATORY INFORMATION

Chemical name	CAS#	Max weight %
Surfactant	RQ 5000 pounds for butanol Trade secret	3.00

Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III requires submission of annual reports of release of toxic chemicals that appear in 40CFR372 (for SARA 313). This information must be included in MSDS's that are copied and distributed for this material.

Components present in this product at a level which could require reporting under the statute are:

Chemical name	CAS#	Max weight %
Diflubenzuron	35367-38-5	46.20
Surfactant	Trade secret	3.00

New Jersey Worker and Community Right-To-Know Act (Labeling Requirements)

Chemical name	CAS#	New Jersey TS Number
Diflubenzuron	35367-38-5	
Dispersant	Trade secret	
Alkylene glycol	Trade secret	
Paraffinic Oil	Trade secret	
Water	Trade secret	
Surfactant	Trade secret	
Paraffinic oil	Trade secret	

EPA Hazard Categories (SARA 311, 312): Immediate Health Hazard

California Proposition 65

**** NONE ****

16. OTHER INFORMATION

RECOMMENDED USES AND RESTRICTIONS

NOTE TO END-USERS: This MSDS is being provided to all interested persons in accordance with federal and state right-to-know laws. Precautionary Statements, First Aid Statements and Directions for Use of this product by end-users are contained on the product label and must be followed at all times.

FURTHER INFORMATION

MAY BE ON THE INVENTORY LIST BUT NOT NECESSARILY REGISTERED, (Korea, China, New Zealand) CONSULT REGULATORY SPECIALIST.

Emergency Telephone Numbers

Latin America:	All	+44 (0)208 762 8322
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(M)SDS# 000000034178

VID 4.13.06

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

Causes moderate eye irritation. In case of contact with eyes, immediately flush with water for at least 15 minutes. If irritation persists, get medical attention. May cause skin irritation. Harmful if swallowed.

FIRST AID

Have the product container or label with you when calling a poison control center or doctor, or going for treatment.
if in Eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
if on Skin or Clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice. If Swallowed: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. **If Inhaled:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.

Do not use this container or equipment contaminated with this product as a container for water to be used for domestic purposes, feed or food stuff.

NOTE: When using chemical mixture that has not been used before with IN-PLACE® always try a small sample mix before making a full batch. Different adjuvants in the chemicals and salt in some water can cause floccing or excess thickening. If this occurs, then add ammonia or R-11® up to a 1% concentration to achieve desired consistency.

Follow mixing procedures, dose rates and cautions on all chemical labels.

NOTICE: US Patent numbers 3,479,179 and 4,115,098 covers use, other patent pending.

STORAGE AND DISPOSAL

- 1. PROHIBITIONS:** Do not contaminate water, food or feed by storage, disposal or cleaning of equipment.
- 2. STORAGE:** Store in original container only and keep sealed. Store in closed storage areas. Use caution when moving, opening, closing or pouring.
- 3. PESTICIDE DISPOSAL:** Improper disposal of excess spray mixtures or rinsate is a violation of Federal Law. Wastes resulting from use of this product should be disposed of through on-site spray application or at an approved waste disposal facility.
- 4. CONTAINER DISPOSAL:** Triple rinse (or equivalent), then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or other procedures approved by State and local authorities.



IN-PLACE®

DEPOSITION AID AND DRIFT MANAGEMENT AGENT

PRINCIPAL FUNCTIONING AGENTS:

Modified Vegetable Oil, Aliphatic Mineral Oil,
Amine Salts of Organic Acids, Aromatic Acid.....100%

KEEP OUT OF REACH OF CHILDREN CAUTION

SEE ATTACHMENT FOR COMPLETE USE DIRECTIONS

CA Reg. No. 2935-50169 - EPA Est. No. 2935-1X-2

WARRANTY STATEMENT

WILBUR-ELLIS COMPANY warrants that this product conforms to the chemical description on the label thereof and is reasonably fit for purposes stated on such label only when used in accordance with directions under normal use conditions. It is impossible to eliminate all risks inherently associated with use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials or the manner of use or application, all of which are beyond the control of WILBUR-ELLIS COMPANY. In no case shall WILBUR-ELLIS COMPANY be liable for consequential, special or indirect damages resulting from the use or handling of this product. All such risks shall be assumed by the Buyer. The exclusive remedy of any buyer or user of this product for any and all losses, injuries, or damages resulting from or in any way arising from the use, handling or application of this product, whether in contract, warranty, tort, negligence, strict liability or otherwise, shall not exceed the purchase price paid for this product or at WILBUR-ELLIS COMPANY'S election, the replacement of this product. WILBUR-ELLIS COMPANY MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

F-387

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Warrior® is a registered trademark of Syngenta.

Oust® is a registered trademark of DuPont Agricultural Products.

Dimilin® is a registered trademark of Crompton Umiroyal Chemical.

WILBUR-ELLIS Logo® IDEAS TO GROW WITH®, IN-PLACE®, ProNatura® and R-11® are registered trademarks of WILBUR-ELLIS COMPANY.

Manufactured in the USA by:

WILBUR-ELLIS COMPANY

P.O. Box 16458 - Fresno, California 93755

CONTENTS 1 U.S. GALLON (3.785 Liters)

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

GENERAL INFORMATION

IN-PLACE® is specially formulated for use with conventional spray mixtures in agriculture, forestry, roadside, industrial, non-crop, turf, golf course and ornamentals. IN-PLACE® is a deposition and retention agent that reduces the number of driftable fines (<150 microns), and increases the spray droplet Volume Mean Diameter (VMD). This effect results in a more uniform spray droplet size which increases coverage and deposition on the target surface.

Note: IN-PLACE® does not replace the need for additional adjuvants/surfactants in the spray mix. IN-PLACE® may loosen dried spray materials in the tank allowing them to deposit in the strainer or nozzle bodies.

GENERAL MIXING PROCEDURE

Mix the IN-PLACE® and EMULSIFIABLE CONCENTRATE or AQUEOUS SOLUTION together; 1 part IN-PLACE® to 4 parts chemical. Add to the total volume of water. (If some water is required for mixing with the emulsifiable concentrate or aqueous solution, DO NOT USE OVER 1 quart of water on a per acre basis for the premix.)

Mix the WETTABLE POWDER, SOLUBLE POWDER, LIQUID FLOWABLE or SOLUBLE BAG in the total volume of WATER. Add the IN-PLACE® last; 2 ozs. IN-PLACE® to 1 pound or 1 quart of chemical.

Combinations of Emulsifiable Concentrates and/or Aqueous Solutions with Wettable Powders, Soluble Powders, Liquid Flowables, and/or Soluble Bags. Put any powder or liquid flowable formulations into 1/3 to 1/2 of the spray mix. Agitate until a suspension is achieved. Premix the IN-PLACE® and the Emulsifiable Concentrate and/or Aqueous Solution together. Add the premix last to the total volume of water and suspended powders. Always try a small sample mix before making a full batch.

When mixing multiple-loads at one time, RE-BLEND BEFORE EACH LOAD IS DRAWN OFF.

Small mixes in closed-systems: Put required amount of IN-PLACE® in the can opener-portion. Add the emulsifiable concentrate or aqueous solution to IN-PLACE® and flush the premix into closed mixing tank.

Large or multiple loads in closed-systems: Keep the initial water to a maximum of 1 quart on a per acre basis in the closed mixing tank. Add all of the emulsifiable concentrate or aqueous solutions to the closed mixing tank, followed by the required IN-PLACE®. BLEND VERY LIGHTLY, and add to the total volume of water. If a thick or lumpy load occurs from over-agitation or the wrong rate of IN-PLACE®, add HOUSEHOLD AMMONIA or a 1% concentration of R-11® nonionic-surfactant through the agitation system to break the condition and continue with normal spray activities.

FOR PESTICIDES THAT PERMIT THE USE OF AN ADJUVANT/SURFACTANT AT A HIGHER RATE, FOLLOW INSTRUCTIONS ON THAT PESTICIDE LABEL. HOWEVER, DO NOT ADD ADDITIONAL ADJUVANT/SURFACTANT AT A RATE WHICH EXCEEDS 5% OF THE FINISHED SPRAY VOLUME.

Use caution at the higher application rates. When applying to a sensitive crop, first treat a small area to determine if there may be adverse effects on the crop.

FOR AQUATIC USE: (EXCEPT IN WASHINGTON) Can be used with labeled aquatic products. Not to exceed 1 quart of IN-PLACE® per surface acre of water.

IN-PLACE® (continued)

MIXING PROCEDURES AND RATES

E.C. (Emulsifiable Concentrate) A.S. (Aqueous Solutions)	Premix with IN-PLACE® then add to the spray mix.	4 oz. of IN-PLACE® per 1 pint of E.C. or A.S.
W.P. (Wettable Powders) D.F. (Dry Flowables) W.S. (Water Soluble Bags)	Thoroughly mix dry materials in 1/3 to 1/2 of the spray mix. Ensure complete suspension then add IN-PLACE® to the spray tank last.	2 oz. of IN-PLACE® per 1 pound of dry formulation.
L.F. (Liquid Flowables)	Thoroughly mix the liquid flowable in 1/3 to 1/2 of the spray mix. Ensure complete suspension then add IN-PLACE® to the spray tank last.	1 oz. of IN-PLACE® per 1 pint of Liquid Flowables.
Tank Mix Combinations Example (E.C. + D.F. + L.F.)	Thoroughly mix all D.F./W.P. and/or liquid flowables in 1/3 to 1/2 of the spray mix. Mix until a complete suspension is achieved. Bring spray solution up to total volume and add the correct amount of IN-PLACE® which has been premixed with the E.C./A.S.	4 oz. of IN-PLACE® per 1 pint of E.C./A.S.

MIXING MADE EASY

STEP 1 Allow for thorough mixing. Fill Tank 1/2 full of water. Add premix of E.C. or A.S. formulation.	STEP 2 Add premix to spray tank.	STEP 3 Fill tank, agitate and spray.
STEP 1 Allow for thorough mixing. Fill Tank 1/2 full of water. Add premix of Powders (D.F., W.P., etc.) to spray tank.	STEP 2 Fill spray tank with water and agitate.	STEP 3 Fill tank, agitate and spray.
STEP 1 Allow for thorough mixing. Fill Tank 1/3 full of water. Add premix of Liquid Flowables (L.F.) to spray tank.	STEP 2 Fill spray tank with water and agitate.	STEP 3 Fill tank, agitate and spray.
STEP 1 Allow for thorough mixing. Fill Tank 1/2 full of water. Add premix of Combinations (E.C., D.F., W.P., etc.) to spray tank.	STEP 2 Fill spray tank with water and agitate.	STEP 3 Add premix to tank, agitate and spray.

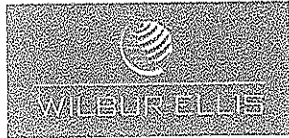
SPECIAL MIXING AND RATES SECTION

Pyrethroids	Premix with IN-PLACE® then add to the spray solution	1 oz. of IN-PLACE® per 1 oz. of pyrethroid.
Sulfonyl Urea Chemistry	Add 1-2 qts. of *R-11® per 100 gallons of mix solution, then add all the Sulfonyl Urea formulation to the mix solution. Mix thoroughly to ensure complete suspension of the Sulfonyl Urea. Add the IN-PLACE® last. Exceptions: a) Axiom® Add 1-2 qts. of *R-11® per 100 gallons of mix solution. b) Oust® Add 1-2 qts. of *R-11® per 100 gallons of mix solution. <small>*R-11® in the mix solution does not replace the need for other surfactants.</small>	2 oz. of IN-PLACE® per 1 acre. 1 oz. of IN-PLACE® per 1 acre. 1 oz. of IN-PLACE® per 1 oz. of Oust®.
Dimilin®	Add IN-PLACE® to the spray solution last.	1 oz. of IN-PLACE® per 1 oz. of Dimilin®.
ProNatural® Micronized Sulfur	Add IN-PLACE® to the spray solution last.	1.5 oz. of IN-PLACE® per 30 pound bag of ProNatural® Micronized Sulfur
Warrior® T Warrior®	Add IN-PLACE® to the spray solution last. Do not use vigorous agitation when concentrate.	4 oz. of IN-PLACE® per 1 pint of formulation.

Propanil (E.C.)	Premix with IN-PLACE® then add to the spray solution.	2 oz. of IN-PLACE® per 1 pint of Propanil (E.C.).
Liquid Fertilizer	Add IN-PLACE® to the spray mix last.	1 oz. of IN-PLACE® per 1 pint of liquid fertilizer.
Soluble Fertilizer	Add IN-PLACE® to the spray mix last.	2 oz. of IN-PLACE® per 1 pound of soluble fertilizer.

1 Gallon = 4 Quarts = 8 Pints = 128 Fluid Ounces = 3,785 Liters
2 Tablespoons = 1 Fluid Ounce
1 U.S. Pound = 16 Ounces = 454 Grams

Formulation Amount IN-PLACE® oz.	E.C. pt.	Powders lb.	Flowables pt.
	4	2	1
IN-PLACE® RATES MADE EASY			



PO BOX 16458 • FRESNO CA 93755

MATERIAL SAFETY DATA SHEET

PRODUCT/TRADE NAME:

IN-PLACE

(New)

I. NAME

PRODUCT/TRADE NAME: IN-PLACE
EPA REGISTRATION #: NONE
CHEMICAL NAME/Common Name:
Petroleum distillate/Petroleum distillate
Modified Vegetable Oil/Modified Vegetable Oil

FIRST AID: In all cases, get prompt medical attention. Do not induce vomiting. If ingested, give several glasses of water. For skin exposure, remove contaminated clothing and wash with soap and water. For eye exposure, irrigate for a minimum of 15 minutes with water. If swallowed, physician may give magnesium, chalk or whiteing in water. If inhaled, remove victim to fresh air, and administer CPR if necessary.

II. HAZARDOUS INGREDIENTS

	CAS#	OSHA PEL	ACGIH TLV
Petroleum distillate	1474-47-8	500 ppm	100 ppm
Modified Vegetable Oil	67784-80-9	NE	NE

IX. SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION: None required for intended use. Use NIOSH/MSHA - approved respirator for organic vapors for exposures up to 10 times the PEL/TLV. Self-contained breathing apparatus should be used for confined space entry and exposures above 10 times the PEL/TLV.
PERSONAL PROTECTIVE EQUIPMENT: Nitrile or neoprene gloves, chemical goggles and long-sleeved coveralls.
VENTILATION: General ventilation should be sufficient for intended use. Local ventilation is recommended for manufacture and formulation operations.

III. PHYSICAL DATA

SPECIFIC GRAVITY (H2O = 1): .88
MELTING POINT: NA
VAPOR DENSITY (AIR = 1): NE
% VOLATILES BY VOL.: NE
ODOR: Mineral
APPEARANCE: White Liquid
FLASH POINT/METHOD: >200° F
VAPOR PRESSURE (mmHg): <10 @ 25 Deg. C
SOLUBILITY IN H2O: Emulsifiable

X. SPECIAL PRECAUTIONS

Keep out of the reach of children. Read and follow all label instructions. Do not store near open flame, sparks or other ignition sources.

IV. FIRE & EXPLOSION HAZARD

EXTINGUISHING MEDIA: Water Fog Foam Alcohol Foam
 CO2 Dry Chemical Other
FIRE FIGHTING PRECAUTIONS & HAZARDS:
Fight fire upwind. Wear positive pressure self-contained breathing apparatus and full protective equipment. Do not breathe vapors and spray mist. Avoid fallout and runoff. Dike to prevent entering drains, sewers, or water courses. Evacuate people downwind from fire.

XI. REGULATORY DATA

SARA HAZARD CLASS: Acute Chronic Flammable
 Pressure Reactive None
SARA 313: Yes No Chemical
SARA 302: Yes No Chemical
TPQ:
GERCLA: Yes No Chemical
RQ:
RCRA: Yes No
NFPA HAZARD RATING:
Health: [1] 0 = Minimal 3 = Serious
Fire: [1] 1 = Slight 4 = Severe
Reactivity: [0] 2 = Moderate
Special: []
HMIS CODES:
Health: [1] 0 = Minimal 3 = Serious
Fire: [1] 1 = Slight 4 = Severe
Reactivity: [0] 2 = Moderate

V. CARCINOGEN STATUS

OSHA NTP IARC No Listing Type

VI. REACTIVITY

Stable HAZARDOUS POLYMERIZATION
 Unstable May Occur Will Not Occur
AVOID: Oxidizers
HAZARDOUS DECOMPOSITION PRODUCTS: COx, SOx

VII. SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE OF SPILL: Wear appropriate respiratory and personal protective equipment. Absorb with inert material and place in approved disposal containers.
DECONTAMINATION: Treat spill area with detergent and water. Absorb with inert material and place in disposal containers. Repeat as necessary until area is clean.
ENVIRONMENTAL HAZARDS: Dike to prevent entering drains, sewers or water courses.
DISPOSAL: Dispose of in accordance with Federal, State and local regulations.

VIII. HEALTH PRECAUTION DATA

INGESTION: Do not ingest. Wash thoroughly with soap and water prior to eating, drinking or smoking.
INHALATION: PEL/TLV 100 ppm. Vapors may cause narcotic reaction in high concentrations. Wear proper respiratory protection for equipment for exposures above the PEL/TLV.
SKIN ABSORPTION: May cause mild skin irritation with excessive exposure. Wear proper personal protection equipment to reduce exposure.
EYE EXPOSURE: Keep out of eyes. Wear proper eye protection to prevent splash exposure. If exposed, flush eyes for a minimum of 15 minutes with water.
EFFECTS OF OVEREXPOSURE: Severe overexposure will depress the central nervous system and produce a narcotic effect, headache and nausea. Ingestion may cause vomiting and diarrhea. Chronic exposure may effect kidney and liver. Preexisting conditions involving the above symptoms may be aggravated by exposure to this product.

DATE PREPARED: November 1, 2000
REVISED DATE: March 5, 2007

Notice: This information was developed from information on the constituent materials. No warranty is expressed or implied regarding the completeness or continuing accuracy of the information contained herein, and Wilbur-Ellis disclaims all liability for reliance thereon. The user should satisfy himself that he has all current data relevant to his particular use.

*Technical Material NE - Not Established NA - Not Applicable

24 Hour Emergency Phone Number
CHEMTREC: (800) 424-9300



VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Maurice Flying Service Inc Signed: Maurice Creswell

Date: 3/6/09 Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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>.

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.

Vendor's Name: Maurice's Flying Service Inc
Authorized Signature: Maurice Desmet Date: 3/6/09