



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
AGR0906

PAGE
1

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

TODAY'S

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

Agricair, LLC
 5489 Jesse Judd Rd/PO Box 114
 Bancroft, WI 54921

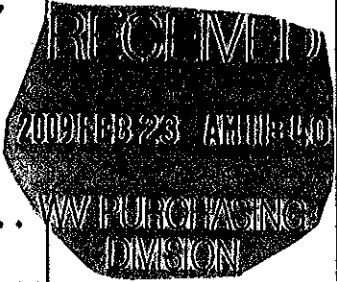
TODAY'S

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
01/29/2009				

BID OPENING DATE: **02/24/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		810-85		
<p>AERIAL APPLICATION OF INSECTICIDE</p> <p>OPEN END</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: \$ <u>25.84</u></p> <p>COST PER ACRE INSECTICIDE PROVIDED BY DEPARTMENT OF AGRICULTURE: \$ <u>9.84</u></p> <p>TO BE BASED ON 91 SPRAY BLOCKS AND APPROXIMATELY 38,502 ACRES.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	715-252-6227	02-18-2009
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Partner	47-0849043	

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



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<p>EXHIBIT 3</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 715-252-6227	DATE 02-18-2009
TITLE Partner	FEIN 47-0849043	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 04/11/2001</p> <p>PRICE ADJUSTMENTS WILL BE CONSIDERED AT TIME OF RENEWAL ONLY AND WILL BE IN ACCORDANCE WITH THE FOLLOWING:</p> <p>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</p>						

SIGNATURE				TELEPHONE 715-252-6227		DATE 02-18-2009	
TITLE Partner		FEIN 47-0849043		ADDRESS CHANGES TO BE NOTED ABOVE			

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AgriFair, LLC
5489 Jesse Judd Rd/PO Box 114
Bancroft, WI 54921

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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

SIGNATURE 	TELEPHONE 715-252-6227	DATE 02-18-2009
TITLE Partner	FEIN 47-0849043	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
RFQ. NO.: AGR0906 BID OPENING DATE: 02/24/09 BID OPENING TIME: 1:30PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 715-335-4390 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- James F Perrin ----- ***** THIS IS THE END OF RFQ AGR0906 ***** TOTAL: \$ 712,731.68						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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	715-252-6227	02-18-2009	
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Partner	47-0849043		

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US Department
of Transportation
Federal Aviation
Administration

Operating Certificate

This certifies that

**AGRICAIR, LLC
8266 ISHERWOOD ROAD
BANCROFT, WI 54921**

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

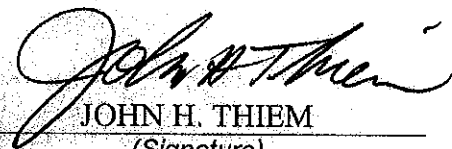
COMMERCIAL AGRICULTURAL OPERATIONS

in accordance with said Act and the 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



JOHN H. THIEM
(Signature)

MANAGER
(Title)

Certificate number: J8PG958H

Effective Date: FEBRUARY 6, 1997
REISSUED: DECEMBER 16, 2003

Issued at: GL-13, MILWAUKEE

DBS PS

ORDER FROM VENDOR SETUP

VOS

NEXT FUNCTION: _____ ACTION: _____

02/23/2009 11:35:47

=====

PAY ENTITY	:	PUR			
VENDOR NUMBER	:	*223113245			
GROUP NUMBER	:				
SHORT NAME	:	AGRICAIRLLC			
VENDOR TYPE	:	D		EDI/FAX CODE	:
ORDER FROM NAME	:	AGRICAIR LLC		FAX	:
ADDR LINE 1	:	PO BOX 114		PHONE	:
ADDR LINE 2	:	5485 JESSE JUDD RD			:
CITY/STATE	:	BANCROFT WI		STATE CODE	:
FEIN OR SSN	:	470849043		POSTAL CODE	:
CONTACT	:	JIM PERRIN		OPT ADDR USE	:
FAX NUMBER	:	715-335-4390		OPT STATE CD	:
				OPT POSTAL CD	:

PAYMENT TERMS : STATUS: ORDER HOLD:

--- CONSOLIDATED REPORTING INFORMATION ---

PAY ENTITY :

VENDOR NUMBER :

GROUP NUMBER :

Jill A. Kollock, President
Cindy Johnson, Sr Vice President

Bancroft State Bank

Linda Russell, Sr Vice President
Deborah E. Monroe, Vice President

P.O. BOX 168
BANCROFT, WISCONSIN 54921

BANCROFT
(715) 335-4545

SARATOGA
(715) 325-3000

KELLNER
(715) 421-1680

HANCOCK
(715) 249-3300

PLAINFIELD
(715) 335-8200

LETTER OF CREDIT VERIFICATION

February 24, 2009

West Virginia Purchasing Division
Department of Agriculture
State Capitol Complex
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130

RE: Irrevocable Letter of Credit Number: 2009-102
State Agency: West Virginia Department of Agriculture
Requisition Number: AGR0906
Project Description: Aerial Application of Insecticide for Gypsy Moth Control

We hereby open an Irrevocable Letter of Credit, hereafter known as Letter of Credit Number 2009-102, effective February 24, 2009, in your favor for the account of Agricaire, LLC, for a sum or sums not exceeding \$100,000.00, payable in part or in full on demand and receipt from you of a Notice of Forfeiture.

This Letter of Credit will expire on August 24, 2009. We agree to notify you by certified mail, return receipt requested, at least ninety (90) days prior to the maturity of our intention to either renew or not renew this Letter of Credit. Our failure to notify you will automatically extend the maturity for an additional period of twelve (12) months. Upon notification by you of forfeiture, the entire amount shall be confessed to judgment and be due and payable. At the time of expiration, you may either elect to obtain cash collateral by drawing your on-site draft on us for an amount not to exceed the unused balance of this Letter or elect to let the Letter of Credit expire.

We will give prompt notice to both Agricaire, LLC and you of any notice received or action filed: (1) alleging the insolvency or bankruptcy of the bank; or (2) alleging any violation of regulatory requirements to do business. In addition, we will give immediate

Jill A. Kollock, President
Cindy Johnson, Sr Vice President

Bancroft State Bank

Linda Russell, Sr Vice President
Deborah E. Monroe, Vice President

P.O. BOX 168
BANCROFT, WISCONSIN 54921

BANCROFT
(715) 335-4545

SARATOGA
(715) 325-3000

KELLNER
(715) 421-1660

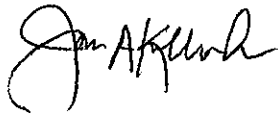
HANCOCK
(715) 249-3300

PLAINFIELD
(715) 335-8200

notice to both Agricaire, LLC and you in the event the bank becomes unable to fulfill its obligation under the Letter of Credit for any reason.

This Letter of Credit is non-assignable, non-transferable and is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revisions), International Chamber of Commerce (Publication #500), and the Uniform Commercial Code.

Sincerely,



Jill A Kollock, President
Bancroft State Bank

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: Agricair, LLC

Authorized Signature: _____

Date: 02-18-2009