

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

Q COPY  
 ATFIELD SPRAYING SERVICE  
 PO BOX 8  
 NUNICA MI 49448

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P  
T  
O

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	F.O.B.	FREIGHT TERMS
03/05/2009				

OPENING DATE:	03/12/2009	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		810-85	\$ 26.02	\$ 1,001,658.74
AERIAL APPLICATION OF INSECTICIDE  OPEN END  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 THE INSECTICIDE AND ITS COST MUST BE INCLUDED IN THE PER-ACRE BID.  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.  SPECIFICATIONS ARE ATTACHED: <i>" see attached addendum - pg 3 "</i> COST PER ACRE INCLUDING INSECTICIDE: \$ .26.02..... COST PER ACRE INSECTICIDE PROVIDED BY DEPARTMENT OF AGRICULTURE: \$ .17.67.....  TO BE BASED ON 91 SPRAY BLOCKS AND APPROXIMATELY 88,502 ACRES.						

RECEIVED

2009 MAR 12 A 9:54

PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>William H. Hefner</i>	TELEPHONE 616-837-6979	DATE 3-11-09
TITLE President	FEIN 38-2366140	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. ~~Alternates offered by the bidder as EQUAL to the specifications must be clearly defined.~~ A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

# Request for Quotation

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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	F.O.B.	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
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: <u>616-837-9556</u> CONTACT PERSON (PLEASE PRINT CLEARLY): <u>William (Bill) Hatfield</u> ***** THIS IS THE END OF RFQ AGR0920 ***** TOTAL: <u>\$1,001,658.74</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>William Hatfield</i>	TELEPHONE 616-837-6979	DATE 3-11-09
TITLE <i>Procurement</i>	FEIN 38-2366140	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

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PAGE  
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 RON PRICE  
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SHIP TO

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 ADMINISTRATIVE SERVICES  
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03/12/2009						

BID OPENING TIME 01:30PM

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 AN 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.

**NOTICE**

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 BUILDING 15  
 2019 WASHINGTON STREET, EAST  
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: RP-41

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-558-0110	

FILE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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: Hotfield Spraying Service, Inc

Authorized Signature: William Hotfield

Date: 3-11-09



U.S. Department  
of Transportation  
Federal Aviation  
Administration

# Operating Certificate

This certifies that

WILLIAM G. HATFIELD

dba HATFIELDS SPRAYING SERVICE

18081 120th

PO BOX 8

NUNICA, MI 49448

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.



Walter J. Moor

(Signature)

Manager

(Title)

Certificate number: HTFG824E

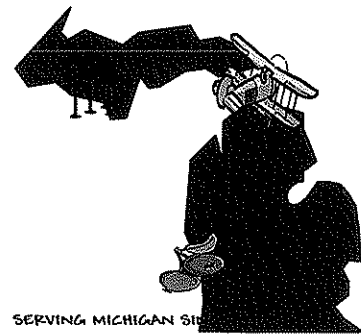
Effective date: April 16, 1970

Amended on: February 5, 1991

Issued at: GL-09 Grand Rapids, MI

# HATFIELD SPRAYING SERVICE, INC.

18155 120TH, P.O. Box 8, Nunica, MI 49448  
Phone: (616) 837-6979, FAX: (616) 837-9556



## State of West Virginia AGR0920 – 2009

We are submitting the following additional information in response to your RFQ for the West Virginia 2009 Gypsy Moth Suppression Program.

1. Company Name:

Hatfield Spraying Service, Inc.  
18155 120<sup>th</sup>  
P.O. Box 8  
Nunica, MI 49448  
Phone: 616-837-6979  
Fax: 616-837-9556  
Email: [billhatfield@agristar.net](mailto:billhatfield@agristar.net)

Contact Person: William Hatfield

Authorized Signature: 

Dated: 3/11/09 William Hatfield, President

2. Available Aircraft: Please refer to the following chart:

Characteristics	Aircraft 1	Aircraft 2	Aircraft 3	Aircraft 4	Aircraft 5	Aircraft 6
Aircraft Type	Turbine Thrush	Turbine Thrush	Turbine Thrush	Turbine Thrush	Turbine Thrush	Turbine Thrush
FAA Registration	N9152F	N4016H	N773CC	N3298N	N6134T	N4217X
Horsepower	750	750	750	750	750	900
Working Speed	140 mph	140 mph	140 mph	140 mph	140 mph	145 mph
Operations Maximum Load (gallons)	400 gal	400 gal	500	490	400	500
BTK Swath Width	150	150	150	150	150	150
Approx No of Acres treated per minute	42	42	42	42	42	42

We also have two M18 Dromader and a Turbine B+ AgCat if needed.

3. On Board Navigation Equipment:

The application aircraft are equipped with Ag Nav GPS systems and all radio equipment as designated in the RFQ.

Our office has been operating the USFS Spray Advisor program since inception in our daily agricultural applications. All maps can be converted to our GPS systems from Shape files.

4. Communication Equipment:

All aircraft are equipped with communication equipment as specified by RFQ.

5. Years of Experience:

Hatfield Spraying Service, Inc. was established in 1970. It has obtained and successfully completed numerous city, county and state contracts in its 38 years of service to the agricultural and forestry communities. In the 38 years of service all contracts received were completed timely and professionally within the economic guidelines of the each specific contract.

**Business References and Experience**

Reference	Type of Application	Year Work Performed
USDA Forest Service Michael Quesinberry Christainsburg, VA 540.394.2515	Gypsy Moth STS w/DGPS Acres treated = 120,000	STS 2006
Gladwin, Roscommon, Bay Co Gina Conrad Gladwin, MI 989456-1458	Gypsy Moth Suppression w/DGPS Acres Treated = 2,300	2008
Township of Mills Lance Vervoot, Supervisor Prescott, Mi 989-873-4411	Gypsy Moth Suppression w/DGPS Acres Treated = 3,950	2008
Lake Township Clay Kelterborn Caseville, MI 989.856.4867	Gypsy Moth Suppression w/DGPS Acres Treated = 1,800	2004 & 2007



Caseville Township  
 Carl Schmidt  
 Caseville, MI  
 989.856.3053

Gypsy Moth Suppression  
 w/DGPS  
 Acres Treated = 6,000

2004 & 2007

Michigan Dept of Ag.  
 Jim Johnson  
 Lansing, MI  
 517.373.1087

Gypsy Moth Suppression  
 w/DGPS  
 Max Acres/Yr = 46,000

11 years

6. Application and Insecticide Cost:

**Application and Insecticide Cost**

Insecticide	# of Acres	Application cost/acre	Total Application	Insecticide cost/acre	Total Cost Insecticide	Grand Total
<b>Btk 76</b>	20,867	\$ 17.67	\$368,719.89	\$ 14.80	\$308,831.60	\$677,551.49
<b>Dimilin 4L (Inplace Adjuvant only)</b>	16,693	\$ 17.67	\$294,965.31	\$ 0.30	\$5,007.90	\$299,973.21
<b>Gypcheck (.038A Carrier only)</b>	942	\$ 17.67	\$ 16,645.14	\$ 7.95	\$7,488.90	\$24,134.04
<b>Total for Project</b>	<b>38,502</b>		<b>\$680,330.34</b>		<b>\$321,328.40</b>	<b>\$1,001,658.74</b>

Application Only (per acre) \$ 17.67  
 Insecticide Only (avg per acre) \$ 8.35  
 Application & Insecticide (avg per acre) \$ 26.02

Any additional documentation as requested will be supplied by April 1, 2009.

# HATFIELD SPRAYING SERVICE, INC.

18155 120TH, P.O. Box 8, Nunica, MI 49448  
Phone: (616) 837-6979, FAX: (616) 837-9556



March 11, 2009

Mr. Ron Price  
Purchasing  
Department of Agriculture  
Administrative Services  
Building 2, Room 106  
4720 Brenda Lane  
Charleston, WV 25312

Re: AGR 0920

Dear Mr. Price;

We are enclosing per ACR 0920 the following items:

Pages 1 and 5 of Solicitation  
Purchasing Affidavit  
Copy of our FAA Part 137 Certificate  
Addendum, pages 1 thru 3, with references and aircraft available.  
Letter in regards to Irrevocable Letter of Credit.

Due to the shortness of time from receipt of the RFQ and date due back to you, we were unable to obtain a Bid Bond, but I am enclosing a letter from Greenstone Farm Credit indicating our ability to obtain an Irrevocable Letter of Credit.

Thank you for considering our proposal and bid. If you have any questions, please contact our office and speak with either myself or Nancy Hatfield.

Sincerely,

A handwritten signature in black ink that reads "Bill Hatfield". The signature is written in a cursive style.

Bill Hatfield, President



3225 Walker Avenue NW, Grand Rapids, MI 49544-9775  
616-647-0030 (ph) 616-647-0031 (fax) www.greenstonefcs.com

March 11, 2009

Hatfield Spraying Service, Inc.  
ATTN: Nancy Hatfield  
P.O. Box 63  
Nunica, MI 49448

RE: Irrevocable Letter of Credit

Dear Mr. and Mrs. Hatfield:

GreenStone Farm Credit Services, ACA is extending this \$100,000.00 operating loan letter of credit to you. The extension of loan funds is conditioned upon the award of the contract for gypsy moth spraying in West Virginia which you are bidding on this week and subsequent assignment of the proceeds of said contract to GreenStone.

Please provide us with a copy of your contract if you are the successful bidder. Thank you.

Sincerely,

  
Susan J. Bardins  
Senior Credit Officer