

12 pages

4-26-18

Sealed Bid: Zero Turn Riding Mowers

Buyer: Michelle L. Childers

* Solicitation #: CRFQ 0211 GSD1800000019

Bid Opening Date: 5-2-2018

Bid opening Time: 13:30

Fax Number: 304-558-445 3970

RECEIVED
2018 APR 26 PM 4:00
WV PURCHASING
DIVISION



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25308-0130

State of West Virginia
Request for Quotation
13 - Equipment

Proc Folder: 442628

Doc Description: Grounds, Zero Turn Riding Lawn Mowers

Proc Type: Central Purchase Order

Date Issued	Solicitation Classes	Solicitation No	Version
2018-04-19	2018-05-02 13,30,00	CRFQ 0241 GSD1800000019	1

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STE
CHARLESTON WV 25308
US

Vendor Name, Address and Telephone Number:

Varner Construction LLC
Po Box 243
Dublin WV 26024
304-456-4509

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
(304) 558-2063
michelle.l.childers@wv.gov

Signature X

FORM# 37-1508771

DATE 4-26-18

All offers subject to all terms and conditions contained in this solicitation

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish a contract for the one time purchase of two (2) Zero Turn Riding Lawn Mowers.

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION GROUNDS SECTION - LOT/BLDG 06 321 MICHIGAN AVE CHARLESTON WV 25305 US
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Line	Commodity Desc	Qty	Unit Price	Unit Price	Total Price
1	Gravelly Model 452 (400 Series) Zero Turn Riding Mower	2.00000	EA	7,838.00	15,676.00

Commodity Code	Manufacturer	Specifications	Model #
21101701	Bad Boy	Sheet attached	Outlaw Extreme Series

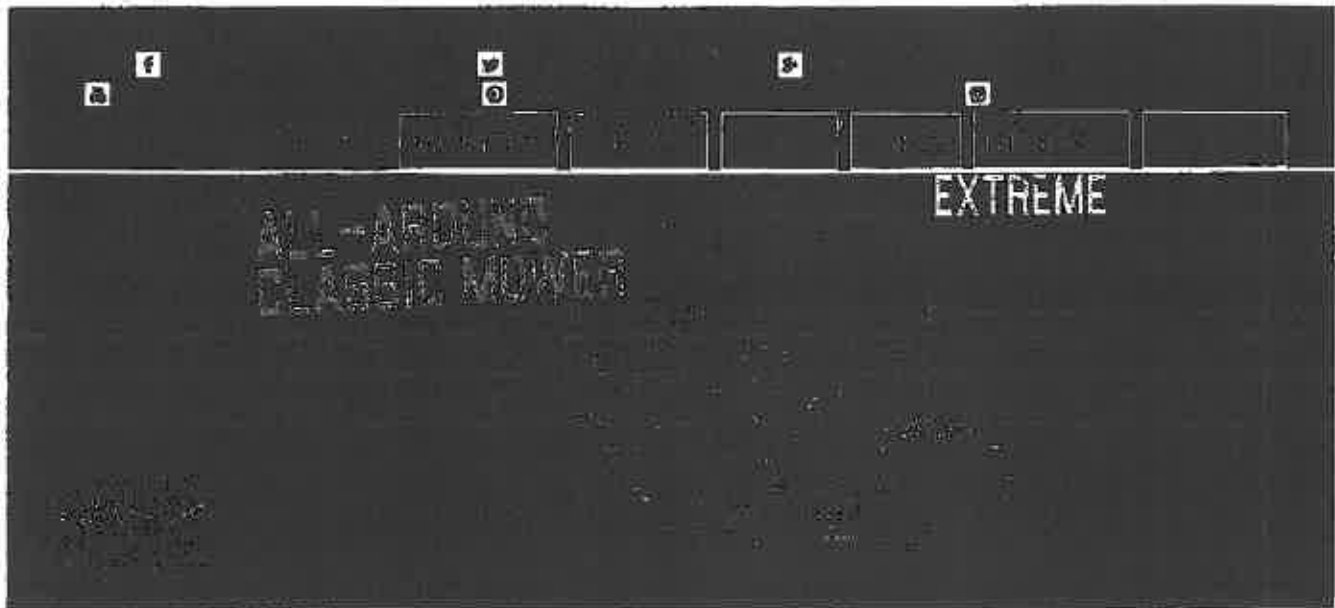
Extended Description: Gravelly Model 452 (400 Series) Zero Turn Riding Mower or Equal
 852cc Kawasaki FX engine

BBO54FX850 Outlaw 54" 852cc Kawasaki FX w Suspension seat & ACS \$10,707.00 MSRP

Bid price per mower \$7,838.00ea

Outlaw Extreme Series

- Width of cut 54"
- Engine: 852cc Kawasaki FX
- ArmorTek 5: *1/4" fabricated deck with steel bars reinforcing impact areas on leading edges.* Deck is 5.5" deep to allow for higher capacity mowing.
- Fully welded 11 gauge 4 rail construction with *1/4" unitized steel main frame design that is stronger than "bolt together" or stamped frame designs.* This frame is built to last.
- Hydro-Gear ZT-5400 Powertrain® heavy commercial integrated drive system comprised of two independent drive units. Each unit with a high efficiency 16cc piston pump, 21cc piston motor, heavy duty planetary reduction steel gears, and 1.375" axle. Also includes a 9" cooling fan on each unit, replaceable filter, and 5.0 quarts of hydraulic fluid per unit. This low pressure, low temperature system prolongs the life of the hydraulic units.
- SteerTek Precision Drive with quick fit adjustable steering control arms with dual dampers for smooth precise responsiveness increase operator comfort.
- Patented Swing Away design.
- Manual deck lift with 19 ranges of cutting heights.
- 13.8 gallon fuel capacity.
- Ground speed up to 13 mph forward / 6 reverse
- Rubber discharge chute
- Rubber floor mat for more comfort and less vibration.
- Comes standard with front receiving hitch and bumper set.
- Grammer suspension seat. Choice of twin LED Front mounted or single wide LED ROPS mounted lights



OUTLAW EXTREME SERIES COMMERCIAL ZERO TURN MOWERS

**Classic
American
performance
from a
classic rock
solid mower**

The Outlaw Class of zero turn mowers features the Outlaw Extreme and Outlaw, and both were built blades up from professional users and owners input and wish lists. And even though we've improved it year after year, at its core is the heart of every Bad Boy Mower that came before it.

With powerful engine options, coupled with a choice of Hydro-Gear® drive systems, it's a virtually indestructible mower at just the right mix of power for professionals -- and priced for homeowners. It's rock-solid build construction packed with more power for a better price -- and that's classic Bad Boy.

852 cc
KAWASAKI® FX850
54" • 61" • 72"

993 cc
VANGUARD® 36HP
61" • 72"





MOWER SPECIFICATIONS

OUTLAW EXTREME MODELS

~~VANGUARD 993cc~~

Kawasaki 852cc ✓

Cutting Width	6100/61"; 7200/72"	5400/54"; 6100/61"; 7200/72"
Cutting Height	1"-5.5" with Deck Height Control System	1"-5.5" with Deck Height Control System
Blades	6100/1/4" x 2 1/2" x 21", High Lift, Heat Treated 7200/1/4" x 2 1/2" x 24", High Lift, Heat Treated	5400/1/4" x 2 1/2" x 18 3/4", High Lift, Heat Treated 6100/1/4" x 2 1/2" x 21", High Lift, Heat Treated 7200/1/4" x 2 1/2" x 24", High Lift, Heat Treated
Lift and Height Adjustment	Foot-Assist Manual Deck Lift	Foot-Assist Manual Deck Lift
Blade Bolt	Single V-Belt Spring Tension	Single V-Belt Spring Tension
Anti-Scale Rollers	6 Total (4 on the front, 2 on the rear)	6 Total (4 on the front, 2 on the rear)
Deck Flotation	Floats on (4) 1/4" Deck Hangers	Floats on (4) 1/4" Deck Hangers
Deck Thickness	1/4" Thick Solid Steel with additional 1/4" steel leading edge	1/4" Thick Solid Steel with additional 1/4" steel leading edge
ENGINE		
Gross Horsepower	993cc Air-Cooled Vanguard	852cc Air-Cooled Kawasaki FX
Cylinders	V-Twin	90 Degree V-Twin
Displacement	993 cc	852 cc
Maximum Torque	59 ft. lbs. @ 2600 RPM	44.6 ft. lbs. @ 2400 RPM
Fuel Requirement	Unleaded Gasoline (87 Octane or higher)	Unleaded Gasoline (87 Octane or higher)
Fuel Capacity	13.8 Gallons	13.8 Gallons
Fuel Filter	Replaceable Automotive Type	Replaceable Automotive Type
Cooling System	Air-Cooled	Air-Cooled
Ignition	Electronic	Electronic
Starter	12 Volt	12 Volt
Charging System	20 amp	20 amp
DRIVE SYSTEM		
Transmission	Industrial Grade Dual Integrated Hydrostatic Transaxle	Industrial Grade Dual Integrated Hydrostatic Transaxle
Pump Drive	Integrated Axial Piston Pump & Motor w/Planetary Gear Reduction	Integrated Axial Piston Pump & Motor w/Planetary Gear Reduction
Wheel Drive	Hydro-Gear Integrated 5400 Series Transaxle	Hydro-Gear Integrated 5400 Series Transaxle
Hydrostatic System Oil	20W50 Motor Oil	20W50 Motor Oil
Hydraulic Filter	Internal, Replaceable, 1 per axle	Internal, Replaceable, 1 per axle
Pumps (2)	Hydro-Gear 16 cc Pump	Hydro-Gear 18 cc Pump
Hydraulic Coolers (2)	9" 3600 RPM Cooling Fan: One per Unit	9" 3600 RPM Cooling Fan: One per Unit
Weight	6100/1230 lbs; 7200/1310 lbs.	5400/1180 lbs / 6100/1230 lbs / 7200/1310 lbs.
Overall Height	48"	48"
Overall Width	6100/62 1/2"; 7200/73 1/2"	5400/55 1/2"; 6100/62 1/2"; 7200/73 1/2"
Overall Length	86"	86"
Tire to Tire Width	6100/56"; 7200/60"	5400/52"; 6100/56"; 7200/60"
Tires—Front	13 x 6.5-6 Smooth Tread	13 x 6.5-6 Smooth Tread
Tires—Rear	24x12-12 Turf Tread	24x12-12 Turf Tread
Steering	Dual Lever Steering, Independent Control	Dual Lever Steering, Independent Control
Turning Radius	Zero Degree, Turns Within Unit Length	Zero Degree, Turns Within Unit Length
Ground Speed (forward)	Up to 13 mph	Up to 13 mph
Parking Brake	Internal Wet Disk	Internal Wet Disk

SPECIFICATIONS ARE SUBJECT TO CHANGE.

We're constantly improving our products! For the latest videos, specifications, model improvements and information, please see us at www.badboymowers.com. Not responsible for typographical errors. ©2018. Bad Boy, Inc., All Rights Reserved.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

→ Kenneth Varner (Buster) owner
(Name, Title)

Kenneth Varner, owner
(Printed Name and Title)

PO Box 243
(Address)

Durbin WV 26264 304-456-4509
(Phone Number) / (Fax Number)

304-456-4510

varner@frontier.net
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Varner Construction LLC
(Company)

Kenneth Varner owner
(Authorized Signature) (Representative Name, Title)

Kenneth Varner (Buster) owner
(Printed Name and Title of Authorized Representative)

4-26-18
(Date)

304-456-4509 304-456-4510
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Varner Construction LLC
Company

[Signature]
Authorized Signature

4-26-18
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6B-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education. Provided, that for purposes of W. Va. Code § 6B-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1604. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Varner Construction LLC Address: PO Box 243

Durbin WV 26204

Authorized Agent: Kenneth Varner Address: PO Box 243 Durbin WV 26204

Contract Number: CRFR 0211 GSA 1800000019 Contract Description: 3 zero Turning Mowers

Governmental agency awarding contract: State of WV

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: *Kenneth H Varner*

Date Signed: 4-26-18

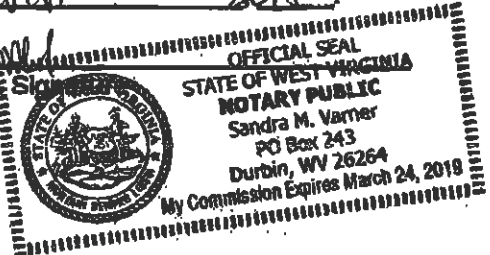
Notary Verification

State of WV, County of Pocahontas:

I, Kenneth H Varner, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 12 day of March 2018.

Sandra M Varner
Notary Public's Signature



To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

WV-10
Approved / Revised
08/01/16

State of West Virginia 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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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 2.6% 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% 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% 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% 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% 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.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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*, §61-3-3), 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: Varner Construction LLC

Signed: [Signature]

Date: 4-26-18

Title: Owner

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(l), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Varner Construction LLC

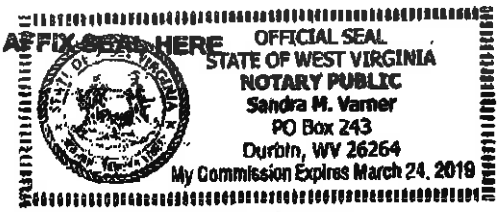
Authorized Signature: [Signature] Date: 4-26-18

State of WV

County of Pocahontas, to-wit:

Taken, subscribed, and sworn to before me this 12 day of March, 2018

My Commission expires 3-24, 2019



NOTARY PUBLIC [Signature]