



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 884609

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0603

Vendor ID: 000000181090

SO Doc ID: ADJ2100000044

Legal Name: VARNER CONSTRUCTION LLC

Published Date: 5/27/21

Alias/DBA:

Close Date: 6/3/21

Total Bid: \$82,083.80

Close Time: 13:30

Response Date: 06/03/2021

Status: Closed

Response Time: 13:24

Solicitation Description: Addendum 1 - Zero Turn Mowers with 60" mowing deck

Responded By User ID: Sandy

Total of Header Attachments: 5

First Name: Sandra

Total of All Attachments: 5

Last Name: Varner

Email: varner@frontiernet.net

Phone: 304-456-4509



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 884609
Solicitation Description: Addendum 1 - Zero Turn Mowers with 60" mowing deck
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-06-03 13:30	SR 0603 ESR06032100000007980	1

VENDOR
 000000181090
 VARNER CONSTRUCTION LLC

Solicitation Number: CRFQ 0603 ADJ2100000044
Total Bid: 82083.80000000000291038304567 **Response Date:** 2021-06-03 **Response Time:** 13:24:03
Comments:

FOR INFORMATION CONTACT THE BUYER
 Jessica L Hovanec
 304-558-2314
 jessica.l.hovanec@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Zero Turn Mowers with 60" mowing deck	10.00000	EA	8208.380000	82083.80

Comm Code	Manufacturer	Specification	Model #
27112014			

Commodity Line Comments: Additional details outlining the specifications of our proposed alternative mower are attached to this submittal.

Extended Description:

John Deere Model Z930M Ztrak Zero Turn Mowers with 60" mowing deck or equal

Outlaw Rebel Series

- Width of cut 54", 61", and 72"
- Price point compared with similar units.
- Engine Options: 747cc 27hp Kohler Command, 852cc 27hp Kawasaki FX, 824cc 27.5hp Yamaha, 993cc 36hp Vanguard, & 999cc 35hp Kawasaki FX
- New Sloped Nose 1/4" fabricated deck with 1/4" steel leading edge, and 3/8" side reinforcements. Deck is 5.5" deep to allow for higher capacity mowing.
- New deck belt idler arm uses bearings to prolong the life of the arm and provide smoother operation.
- New longer, thicker deck spring provides a more consistent belt tension through deck travel and under loads.
- Peer deck spindles that use four bearings which increase the load capacity by more than 170% compared to a two bearing spindle design. These spindles have an optimized seal lip design that provides longer life and requires no maintenance.
- Fully welded 1.5" x 3" two rail construction with unitized steel main frame, 1/4" steel engine plate, and 7-gauge steel engine cover makes our Outlaw series the most durable, heavy duty line in the industry.
- Hydro-Gear ZT-4400 Power Train drive system with a 12cc piston pump, 16cc piston motor, extra heavy-duty steel gears, internal brake, high pressure relief, 1.25" axle, easy serviceable filter, 4.5 quarts of hydraulic fluid and high-volume cooling fan per side. This low pressure, low temperature system prolongs the life of the hydraulic units.
- Warner PTO clutch brake has plenty of torque (200ft./lbs.) for smooth blade engagement and power to cut in heavy conditions.
- Features our All New Patent Pending Ergonomics Package
- Manual foot pedal deck lift with dial-style height adjustment system featuring 13 ranges of cutting heights.
- 13 gallon fuel capacity
- Ground speed up to 12 mph
- 1/2" steel Front forks
- Rubber discharge chute
- Rubber floor mat for more comfort and less vibration.
- Comes standard with front receiving hitch and bumper set.
- Optional rear hitch
- Optional suspension seat.
- Sealed bearings and flush bearing cover on front casters.
- Optional Electric Deck Lift.
- Rear Tires: 24" x 12" - 12" Reaper Tires
- Front Tires: 13" x 6.5" - 6"



BAD BOY MOWERS

2021 LIMITED WARRANTY FOR BAD BOY COMMERCIAL MOWER

(WALK-BEHIND, COMPACT OUTLAW, REVOLT, REBEL, ROGUE, and RENEGADE)

1. WHAT THIS WARRANTY COVERS, AND FOR HOW LONG:

Bad Boy, Inc. will, at its option, repair or replace, without charge, any part covered by the warranty which is found to be defective in material and/or workmanship for two (2) years * after the date of sale to the original retail purchaser unless the product is used for rental purposes, in which case this warranty is limited to ninety (90) days.

The leading edge of the deck shell will be warranted for the entire lifetime of the machine to the original purchaser against defects in materials and workmanship. Labor required to repair or replace the leading edge of the deck shell will be covered by Bad Boy Inc. for two years and at the unit owner's expense during the balance of the lifetime of the machine.

Belts are warranted for a period of ninety (90) days against materials or workmanship defects.

Non-suspension seats are warranted for a period of (2) years against material or workmanship defects.

Suspension seats are warranted for a period of (1) year against material or workmanship defects.

At Bad Boy, Inc.'s request, customer will make the defective part available for inspection by Bad Boy, Inc. and/or return the defective part to Bad Boy, Inc., transportation charges prepaid.

2. WHAT THIS WARRANTY DOES NOT COVER:

A. This warranty does not cover defects caused by depreciation or damage caused by normal wear, accidents, improper maintenance, improper use or abuse of the product, alterations, or failure to follow the instruction contained in the Owner's Manual for operation and maintenance.

B. The customer shall pay any charges for making service calls and/or for transporting the mower to and from the place where the inspection and/or warranty work is performed.

Bad Boy Inc will not be responsible for the pickup and delivery of a machine for warranty purposes.

C. Engines are warranted separately by their respective manufacturer. The available warranties covering this item are furnished with each mower. Bad Boy, Inc does not assume any warranty obligation, liability or modification for this item, which is covered exclusively by the stated warranty of the respective manufacturers.

D. Tires, blades, deck anti-scalping wheels, and dust covers are considered to be consumable wear items and are therefore not warranted.

E. Batteries are warranted for six months (free replacement) from the retail purchase date against materials or workmanship defects. The battery warranty must be obtained through the battery manufacturer.

F. Normal maintenance services such as oil change, cleaning, lubrication, adjustment.

G. Replacement of services, items, such as oil, lubricants, spark plugs, belts, rubber hoses or other items subject to normal service replacement.

3. HOW TO OBTAIN SERVICE UNDER THIS WARRANTY:

A. Warranty service can be arranged by contacting the dealer where you purchased the mower. Proof of the date of purchase may be required to verify warranty coverage. Warranty repairs must be completed by an authorized Bad Boy center.

B. Warranty claims will not be reviewed or paid unless the warranty registration is received by Bad Boy, Inc. within 30 days of the retail purchase date.

C. Warranty claims requiring parts returned will be settled upon return of parts to Bad Boy for inspection.

D. All warranty issues must be handled through an authorized service center or dealership.

4. WARRANTY LIMITATION:

A. **THERE IS NO OTHER EXPRESS WARRANTY. ANY WARRANTY THAT MAY BE IMPLIED FROM THIS PURCHASE INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IS HEREBY LIMITED TO THE DURATION OF THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

B. **BAD BOY, INC. WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES AND/OR EXPENSES IN CONNECTION WITH THE PURCHASE OR USE OF THE MOWER.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply to you.

C. Only the warranty expressed in this limited warranty shall apply and no dealer, distributor, or individual is authorized to amend, modify, or extend this warranty in any way. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by Bad boy, Inc., and should not be relied on.

D. This warranty extends only to turf equipment operated under normal conditions and properly serviced and maintained. The warranty expressly does not cover (i) any defects, damage or deterioration due to normal use, wear and tear, or exposure; (ii) normal maintenance services such as oil change, cleaning, lubrication, adjustment; (iii) replacement of services, items, such as oil, lubricants, spark plugs, belts, rubber hoses or other items subject to normal service replacement; (iv) damage or defects arising out of or relating to misuse, neglect, alteration, negligence or accident; (v) repair or replacement arising from operation of or use of the turf equipment which is not in accordance with operating instructions as specified in the operator's manual or other operational instructions provided by Bad Boy Inc.; (vi) repair or replacement arising as a result of any operation from turf equipment that has been altered or modified so as to, indetermination of Bad Boy, Inc., adversely affect the operation, performance or durability of the equipment or that has altered, modified or affected the turf equipment so as to change the intended use of the product; (vii) repair or replacement necessitated by use of parts, accessories or supplies, including gasoline, oil or lubricants, incompatible with the turf equipment or other than as recommended in the operator's manual or other operational instructions provided by Bad Boy, Inc.; (viii) repairs or replacements resulting from parts or accessories which have adversely affected the operation, performance or durability of the turf equipment; or (ix) damage or defects due to or arising out of repair of turf equipment by person or persons other than an authorized Bad Boy, Inc., service dealer or the installation of parts other than genuine Bad Boy, Inc., recommended parts.

As a condition to this warranty, customer shall have read the operator's manual and ensured the mower has been registered within 30 days of purchase.

E. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.



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

State of West Virginia
 Centralized Request for Quote
 Equipment

Proc Folder: 884609		Reason for Modification:	
Doc Description: Addendum 1 - Zero Turn Mowers with 60" mowing deck		Addendum #1	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-05-27	2021-06-03 13:30	CRFQ 0603 ADJ2100000044	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000181090
Vendor Name : Varner Construction, LLC
Address : PO Box 243
Street : 40 Varner Dr
City : Durbin
State : WV **Country :** USA **Zip :** 26264
Principal Contact : Kenneth Varner
Vendor Contact Phone: 304 456 4505 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
 (304) 558-2307
 jessica.l.hovanec@wv.gov

Vendor Signature X *Kenneth Varner* **FEIN#** 37-1508771 **DATE** 6/3/21

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

ADDITIONAL INFORMATION

Addendum #1 to attach responses to Vendor Questions.

Bid opening remains on 06/03/2021 at 1:30PM

No other changes.

INVOICE TO**SHIP TO**

ADJUTANT GENERALS
OFFICE
1707 COONSKIN DR

ADJUTANT GENERALS
OFFICE
1707 COONSKIN DR

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Zero Turn Mowers with 60" mowing deck	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
27112014			

Extended Description:

John Deere Model Z930M Ztrak Zero Turn Mowers with 60" mowing deck or equal

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by May 27, 2021 at 10:00 AM	2021-05-27

	Document Phase	Document Description	Page
ADJ210000044	Final	Addendum 1 - Zero Turn Mowers with 60" mowing deck	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

STANDARD LIMITED WARRANTY STATEMENT

Bad Boy, Inc. will, at its option, repair or replace, without charge, any part covered by the warranty which is found to be defective in material and/or workmanship within two (2) years* after date of sale to the original retail purchaser unless the product is used for rental purposes, in which case this warranty is limited to ninety (90) days. The leading edge of the deck shell will be warranted for the entire lifetime of the machine to the original purchaser against defects in materials and workmanship. Labor required to repair or replace the leading edge of the deck shell will be covered by Bad Boy Inc. for two years and at the unit owner's expense during the balance of the lifetime of the machine.

Belts are warranted for a period of ninety (90) days against materials or workmanship defects.

Seats are warranted for a period of (6) months against material or workmanship defects.

At Bad Boy, Inc.'s request, customer will make the defective part available for inspection by Bad Boy, Inc. and/or return the defective part to Bad Boy, Inc.



BAD BOY MOWER EXCLUSIVE SERVICE CONTRACT



HERE'S HOW IT WORKS...

Commercial Mowers -

3 Year / 3000 Hour

(Commercial or Residential Use) from the date of sale to the original retail purchaser unless the product is used for rental purposes, in which case there is NO Coverage

4 Year / 1000 Total Hours or 5 Year / 2000 Total Hours (Residential Use Only) from the date of sale to the original retail purchaser unless the product is used for rental or commercial purposes in which case there is NO Coverage.

Residential Mowers -

MZ and Magnum: 3 Year / 400 Total Hour or 4 Year / 500 Total Hour or 5 Year / 600

Total Hour from the date of sale to the original retail purchaser unless the product is used for rental or commercial purposes in which case there is NO Coverage.

Maverick / Stand-On / ZT Elite:

3 Year / 600 Total Hour or 4 Year / 800 Total Hour or 5 Year / 1000 Total Hour from the date of sale to the original retail purchaser unless the product is used for rental or commercial purposes in which case there is NO Coverage.

MAINTENANCE REQUIREMENTS

You must have Your Mower checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of Your Mower. Contract Holder must keep receipts showing dates, hours and services performed and/or materials purchased and furnish them to the repair Facility when presenting a claim. Required maintenance service may be performed by any qualified service facility; but the Authorized Dealer or his authorized representative must perform repairs or replacements provided under this Service Contract.

FILING A CLAIM

- **Be sure the Mower is protected from further damage.**
- **Bring your Mower To an Authorized Dealer immediately for repair or replacement of the covered part(s). If you need assistance, call the Administrator. 1-833-223-2691 (833-BADBOY1)**
- **Furnish the authorized repair facility with receipts evidencing the continuation of maintenance requirements.**
- **Prior to proceeding with repairs, ensure that the authorized repair facility calls the Administrator at 1-833-223-2691 (833-BADBOY1) and obtains authorization to proceed with repair. IMPORTANT: CONTRACT HOLDER ASSUMES ALL LIABILITY FOR PAYMENT OF REPAIRS THAT ARE NOT AUTHORIZED TO THE REPAIR FACILITY. The Administrator reserves the right to inspect the covered UNIT before performance of repair or replacement.**
- **Pay the applicable Deductible (if any) and all charges for service not covered by this Contract. You are responsible for authorizing inspection or teardown of your Mower by the repair facility to determine the cause of failure, if necessary. If the failure is not covered by this Service Contract, you will be responsible for these costs.**

For illustration purposes only.
Please consult your contract for details of coverage.

WHAT THIS SERVICE CONTRACT DOES NOT COVER:

- GLASS
- LIGHT BULBS
- PAINT
- SEATS
- TIRES
- BATTERY
- PHYSICAL DAMAGE
- RUST/CORROSION
- DUST COVERS
- LENSES
- BLADES
- DECK ANTI-SCALPING WHEELS
- SALES TAX
- DRIVE BELTS
- EXHAUST SYSTEM
- THE NORMAL MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE COVERED MOWER'S OEM SCHEDULE
- OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING BUT NOT LIMITED TO ENGINE TUNE-UP, WHEEL BALANCING, FILTERS, ALL FLUIDS, SPARK OR DIESEL GLOW PLUGS.

Claims Processed By Administrator



CLASSIC AMERICAN MUSCLE

Service contract starts from the original in-service or purchase date, "first owner" and zero Hours. Claims made after expiration shall be rejected to the date of the mechanical breakdown.

For illustration purposes only.
Please consult your contract for details of coverage.