



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 4

List View

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

Procurement Folder: 1013125

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: VARNER CONSTRUCTION LLC

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000136

Published Date: 3/10/22

Close Date: 3/24/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 4

Total of All Attachments: 4



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: 1013125
Solicitation Description: ADDENDUM NO_1 - OUTDOOR POWER EQUIPMENT
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-03-24 13:30	SR 0803 ESR03212200000005764	1

VENDOR
 000000181090
 VARNER CONSTRUCTION LLC

Solicitation Number: CRFQ 0803 DOT2200000136
Total Bid: 0
Response Date: 2022-03-22
Response Time: 08:05:10
Comments:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@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	LIGHT DUTY CHAINSAW AS PER SPECIFICATIONS	0.00000	EA	189.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL MS 170 16"

Extended Description:

LIGHT DUTY CHAINSAW AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	MEDIUM DUTY CHAINSAW #1 AS PER SPECIFICATIONS	0.00000	EA	519.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL MS 291 16"

Extended Description:

MEDIUM DUTY CHAINSAW #1 AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	MEDIUM DUTY CHAINSAW #2 AS PER SPECIFICATIONS	0.00000	EA	679.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL MS 391 18"

Extended Description:

MEDIUM DUTY CHAINSAW #2 AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	HEAVY DUTY CHAINSAW #1 AS PER SPECIFICATIONS	0.00000	EA	419.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: ECHO CS 590-20

Extended Description:

HEAVY DUTY CHAINSAW #1 AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	HEAVY DUTY CHAINSAW #2 AS PER SPECIFICATIONS	0.00000	EA	859.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: ECHO CS7310P

Extended Description:

HEAVY DUTY CHAINSAW #2 AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	BATTERY POWERED CHAINSAW AS PER SPECIFICATIONS	0.00000	EA	299.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL MSA140

Extended Description:

BATTERY POWERED CHAINSAW AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	HANDHELD BLOWER AS PER SPECIFICATIONS	0.00000	EA	189.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL BG 56

Extended Description:

HANDHELD BLOWER AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	BACKPACK BLOWER AS PER SPECIFICATIONS	0.00000	EA	499.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL BG600

Extended Description:

BACKPACK BLOWER AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	PROFESSIONAL WEED TRIMMER AS PER SPECIFICATIONS	0.00000	EA	339.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL FS 91

Extended Description:

PROFESSIONAL WEED TRIMMER AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	POLE PRUNER SAW AS PER SPECIFICATIONS	0.00000	EA	619.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL HT 103

Extended Description:

POLE PRUNER SAW AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	BATTERY POWERED COMBINATION SYSTEM PER SPECIFICATIONS	0.00000	EA	1049.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL KMA 130R
 AP 300,AP 300 BATTERY AND CHARGER
 HL-KM HEDGER ATTACHMENT
 HT-KM POLE PRUNNER

Extended Description:

BATTERY POWERED COMBINATION SYSTEM PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	CUT-OFF SAW AS PER SPECIFICATIONS	0.00000	EA	899.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: ECHO 7410-14

Extended Description:

CUT-OFF SAW AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	RIDING LAWN MOWER AS PER SPECIFICATIONS	0.00000	EA	4200.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: JOHN DEERE 24 HP V-TWIN OR EQUAL

Extended Description:

RIDING LAWN MOWER AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	PUSH MOWER AS PER SPECIFICATIONS	0.00000	EA	475.000000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: TROY-BILT TB120

Extended Description:

PUSH MOWER AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	ZERO TURN MOWER AS PER SPECIFICATIONS	0.00000	EA	8329.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: BAD BOY MAVERICK

Extended Description:

ZERO TURN MOWER AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	SAFETY APPAREL AS PER SPECIFICATIONS	0.00000	EA	110.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: ALL SPECS MET

Extended Description:

SAFETY APPAREL AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	CHAINSAW CHAIN AS PER SPECIFICATIONS	0.00000	EA	181.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: ALL SIZES TO SPECS

Extended Description:

CHAINSAW CHAIN AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	BULK WEED TRIMMER LINE AS PER SPECIFICATIONS	0.00000	EA	59.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL .095 GREEN

Extended Description:

BULK WEED TRIMMER LINE AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	16" CHAINSAW BAR AS PER SPECIFICATIONS	0.00000	EA	42.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL

Extended Description:

16" CHAINSAW BAR AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	18" CHAINSAW BAR AS PER SPECIFICATIONS	0.00000	EA	64.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL

Extended Description:

18" CHAINSAW BAR AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	20" CHAINSAW BAR AS PER SPECIFICATIONS	0.00000	EA	75.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL

Extended Description:

20" CHAINSAW BAR AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	24" CHAINSAW BAR AS PER SPECIFICATIONS	0.00000	EA	149.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL

Extended Description:

24" CHAINSAW BAR AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	36" CHAINSAW BAR AS PER SPECIFICATIONS	0.00000	EA	179.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL

Extended Description:

36" CHAINSAW BAR AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	CHAINSAW CHAIN FILE SYSTEM AS PER SPECIFICATIONS	0.00000	EA	110.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: ALL SPECS MET

Extended Description:

CHAINSAW CHAIN FILE SYSTEM AS PER SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	GASOLINE TO OIL 50:1 TWO CYCLE MIX FOR 1 GL FUEL CAN	0.00000	EA	11.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL 6 PK

Extended Description:

GASOLINE TO OIL 50:1 TWO CYCLE MIX FOR 1 GL FUEL CAN

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	GASOLINE TO OIL 50:1 TWO CYCLE MIX FOR 2 GL FUEL CAN	0.00000	EA	17.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL 6PK

Extended Description:

GASOLINE TO OIL 50:1 TWO CYCLE MIX FOR 2 GL FUEL CAN

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	GASOLINE TO OIL 50:1 TWO CYCLE MIX FOR 2.5 GL FUEL CAN	0.00000	EA	19.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL 6 PK

Extended Description:

GASOLINE TO OIL 50:1 TWO CYCLE MIX FOR 2.5 GL FUEL CAN

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	GASOLINE TO OIL 50:1 TWO CYCLE MIX FOR 5 GL FUEL CAN	0.00000	EA	37.290000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL 6PK

Extended Description:

GASOLINE TO OIL 50:1 TWO CYCLE MIX FOR 5 GL FUEL CAN

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	CHAINSAW BAR AND CHAIN OIL IN 1 GALLON JUG	0.00000	EA	20.990000	0.00

Comm Code	Manufacturer	Specification	Model #
27112700			

Commodity Line Comments: STIHL 1GAL

Extended Description:

CHAINSAW BAR AND CHAIN OIL IN 1 GALLON JUG

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), 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 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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-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 \$1 million 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, but does not include publicly traded companies listed on a national or international stock exchange.

"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* § 6D-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 25301-1804. 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)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

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: _____

Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, 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 _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for the Purchase of Outdoor Power Equipment.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Light Duty Chainsaw**
 - 3.1.1.1 The Light Duty Chainsaw must have a 30.1 CC (1.8 CU. IN) Engine with 1.3 kW (1.7 bhp) Power Rating; Gasoline Power Source. 8.5 oz. Fuel Compacity; 4.9 oz. Chain Oil Compacity; 3/8” Extended Pitch Saw Chain; 16” Cutting Bar Length.

 - 3.1.1.2 The Light Duty Chainsaw must be compliant with current EPA regulations.

 - 3.1.1.3 The Light Duty Chainsaw must have parts readily available and vendor must be capable of providing service, parts and repairs to The Light Duty Chainsaw in

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.2 Medium Duty Chainsaw #1

3.1.2.1 The Medium Duty Chainsaw #1 must be 55.5 CC (3.36 CU. IN.) Engine with 2.8 kW (3.76 bhp) Power Rating; Weigh 5.6kg (12.3lbs); 16.9 oz. Fuel Compacity; Gasoline Power Source; 8.12 oz. Chain Oil Compacity; .325 Pitch Saw Chain; 16" Cutting Bar Length.

3.1.2.2 The Medium Duty Chainsaw #1 must be compliant with current EPA regulations.

3.1.2.3 The Medium Duty Chainsaw #1 must have parts readily available and vendor must be capable of providing service, parts and repairs to The Medium Duty Chainsaw #1 in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.3 Medium Duty Chainsaw #2

3.1.3.1 The Medium Duty Chainsaw #2 must have a 64.1 CC (3.9 CU. IN.) Engine with 3.3 kW (4.4 bhp) Power Rating; Weigh 6.2 kg (13.67 lbs.); a 20.3 oz. Fuel Compacity; Gasoline Power Source; 11.8 oz. Chain Oil Compacity; 3/8" Pitch Saw Chain; 18" Cutting Bar Length.

3.1.3.2 The Medium Duty Chainsaw #2 must be compliant with current EPA regulations.

3.1.3.3 The Medium Duty Chainsaw #2 must have parts readily available and vendor must be capable of providing service, parts and repairs to The Medium Duty Chainsaw #2 in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.4 Heavy Duty Chainsaw #1

3.1.4.1 The Heavy Duty Chainsaw #1 must have a 59.0 CC (3.6cu. in.) engine with 3.5 kW (4.69 bhp) Power Rating; Weigh 5.6 kg (12.3lbs); a 20.3 oz. Fuel Compacity; 11 oz. Chain Oil Compacity; 3/8" Pitch Cut Saw Chain; 20" Cutting Bar Length.

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

3.1.4.2 The Heavy Duty Chainsaw #1 must be compliant with current EPA regulations.

3.1.4.3 The Heavy Duty Chainsaw #1 must have parts readily available and vendor must be capable of providing service, parts and repairs to The Heavy Duty Chainsaw #1 in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.5 Heavy Duty Chainsaw #2

3.1.5.1 The Heavy Duty Chainsaw #2 must have a 72.2 CC (4.41 cu. in.) engine with 4.4 kW (6.0 bhp) Power Rating; Weigh 6.0 kg (13.0 lbs.); 24.35 oz. Fuel Capacity; Gasoline Power Source; 11.5 oz. Chain Oil Capacity; 3/8" Pitch Saw Chain; 25" Cutting Bar Length.

3.1.5.2 The Heavy Duty Chainsaw #2 must be compliant with current EPA regulations.

3.1.5.3 The Heavy Duty Chainsaw #2 must have parts readily available and vendor must be capable of providing service, parts and repairs to The Heavy Duty Chainsaw #2 in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.6 Battery Powered Chainsaw

3.1.6.1 The Battery Powered Chainsaw must have up to 50 Minute Run Time; Battery Power Source; 7.4 oz. Chain Oil Capacity; 1/4" Pitch Saw Chain; Weigh 10.6 lbs.

3.1.6.2 Battery and Battery Charger.

3.1.6.3 The Battery Powered Chainsaw must have parts readily available and vendor must be capable of providing service, parts and repairs to the Battery Powered Chainsaw in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

3.1.7 Handheld Blower

- 3.1.7.1 The Handheld Blower must have a 27.2 CC (1.66 cu. in) Engine with 0.8 kW (1.07 bhp) Power Rating; Weigh 9.7 lbs.; 14.9 oz. Fuel Capacity; Gasoline Power Source; 15 Newtons of Blowing Force.
- 3.1.7.2 The Handheld Blower must be compliant with current EPA regulations.
- 3.1.7.3 The Handheld Blower must have parts readily available and vendor must be capable of providing service, parts and repairs to the Handheld Blower in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.8 Backpack Blower

- 3.1.8.1 The Backpack Blower must have a 64.8 CC (3.96 cu. in.) engine with 2.8 kW (3.8 bhp) Power Rating; Weigh 21.6 lbs.; 47.3 oz. Fuel Capacity; Gasoline Power Source; 32 Newtons of Blowing Force.
- 3.1.8.2 The Backpack Blower must be compliant with current EPA regulations.
- 3.1.8.3 The Backpack Blower must have parts readily available and vendor must be capable of providing service, parts and repairs to the Backpack Blower in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.9 Professional Weed Trimmer

- 3.1.9.1 The Professional Weed Trimmer must have a 28.4 CC (1.73 cu. in.) Engine with 0.95 kW (1.27 bhp) Power Rating; Weigh 21.1 lbs.; 24 oz. Fuel Capacity; Gasoline Power Source; 16.5" Cutting Swath; Use .095 Cutting Line.
- 3.1.9.2 The Professional Weed Trimmer must be compliant with current EPA regulations.

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

3.1.9.3 The Professional Weed Trimmer must have parts readily available and vendor must be capable of providing service, parts and repairs to the Professional Weed Trimmer in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.10 Pole Pruner Saw

3.1.10.1 The Pole Pruner Saw must have a 31.4 CC (1.9cu. in) Engine with 1.05kW (1.4bhp) Power Rating; 18 oz Fuel Capacity; Gasoline Power Source; An overall reach of 11'6"; 7.4 oz. Chain Oil Capacity; weigh 15.5 lbs.; ¼" Pitch Saw Chain; 12" Cutting Bar Length.

3.1.10.2 The Pole Pruner Saw must be compliant with current EPA regulations.

3.1.10.3 The Pole Pruner Saw must have parts readily available and vendor must be capable of providing service, parts and repairs to the Pole Pruner Saw Trimmer in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.11 Battery Powered Combination System

3.1.11.1 The Battery Powered Combination System must be capable of 8,500 RPM motor speed; Have 3 Speed Settings; Weight 7.1 lbs.

3.1.11.2 Battery and Charger;

3.1.11.3 145° Adjustable Hedge Trimmer Attachment with 20" Blade Length.

3.1.11.4 Pole Pruner Attachment with 12" Cutting Bar Length equipped with ¼" Saw Chain.

3.1.11.5 The Battery Powered Combination System must have parts readily available and vendor must be capable of providing service, parts and repairs to the Battery Powered Combination System in a timely manner as agreed on between the vendor and the West Virginia Division of Highways

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

3.1.12 Cut-Off Saw

- 3.1.12.1 The Cut-Off Saw must have a 66.7 cc (4.07 cu. in.) Engine with a 3.2 kW (4.4 bhp) Power Rating; Weight 21.2 lbs.; 24 oz. Fuel Capacity; Gasoline Power Source; 9000 RPM Engine Speed; 14" Cutting Wheel.
- 3.1.12.2 The Cut-Off Saw must be compliant with current EPA regulations.
- 3.1.12.3 The Cut-Off Saw must have parts readily available and vendor must be capable of providing service, parts and repairs to the Cut-Off Saw in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.13 Riding Lawn Mower

- 3.1.13.1 The Riding Lawn Mower must have a 20-27 HP Professional Grade V-Twin engine; Gasoline Power Source; 4 Gallon Fuel Capacity; Fabricated Steel Deck with ball bearing spindles; 50" Cutting Width, minimum; Electronic PTO; Heavy Duty cast iron front axle with grease fittings; Hydrostatic transmission drive system.
- 3.1.13.2 The Riding Lawn Mower must be compatible with EPA requirements.
- 3.1.13.3 The Riding Lawn Mower must have parts readily available and vendor must be capable of providing service, parts and repairs to the Riding Lawn Mower in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.14 Push Mower

- 3.1.14.1 The Push Mower must have a 4 HP Engine minimum; 0.25 Gallon Fuel Capacity; 3-In-One Mulch/Rear Bag/Side Discharge Capable; 21" Cutting Width; 4" Maximum cutting height and 1" Minimum cutting height.

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

3.1.14.2 The Push Mower must be compatible with EPA regulations.

3.1.14.3 The Push Mower must have parts readily available and vendor must be capable of providing service, parts and repairs to the Push Mower in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.15 Zero Turn Mower

3.1.15.1 The Zero Turn Mower must have a 20-27 HP V-Twin Engine; Gasoline Power Source; Hydraulic Drive with dampened twin lever steering; 5-7 Gallon Fuel Capacity; Foot controlled deck lift; 50" Minimum Width Cutting Deck; Floating style deck; 10-12 Gauge Steel Deck with 7 Gauge Steel Side Skirt; 3 Blade Cutting System; Ball-bearing Spindles; ROPS 2-post Foldable Rollover protection with Seatbelt; Solid Front Caster Wheels.

3.1.15.2 The Zero Turn Mower must be compliant with EPA requirements.

3.1.15.3 The Zero Turn Mower must have parts readily available and vendor must be capable of providing service, parts and repairs to the Zero Turn Mower in a timely manner as agreed on between the vendor and the West Virginia Division of Highways.

3.1.16 Safety Apparel

3.1.16.1 Safety Apparel must include Adjustable Length Chainsaw Safety Chaps.

3.1.16.2 Helmet/Face Shield/Hearing Protection System.

3.1.16.3 Safety Glasses.

3.1.16.4 Hearing Protection with at least 26 dB(A) Noise Reduction Rating.

3.1.16.5 Safety Apparel must meet UL Classifications

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

3.1.16.6 Safety Apparel Must be readily available from vendor in a timely manner as agreed between vendor and the West Virginia Division of Highways.

3.1.17 Chainsaw Chain

3.1.17.1 Chainsaw Chain must cover sizes 12"-25"; All 3/8", .325" and 1/4" Pitch; .043", .050" and .063" Gauge Drives.

3.1.17.2 Chainsaw Chain must be compatible with all Chainsaws/Pole Pruners listed in above specs.

3.1.17.3 Chainsaw chain must be readily available from vendor in a timely manner as agreed between vendor and the West Virginia Division of Highways.

3.1.18 Chainsaw Bar

3.1.18.1 Chainsaw Bar must come in various lengths from 16" to 36".

3.1.18.2 Chainsaw Bar must be compatible with the above equipment specs and accepted by the equipment manufacturer warranty.

3.1.18.3 Chainsaw Bar must be readily available from vendor in a timely manner as agreed between vendor and the West Virginia Division of Highways.

3.1.19 Chainsaw Chain File System

3.1.19.1 Chainsaw Chain File System must consist of: File, Guide, and handle.

3.1.19.2 Chainsaw Chain File System must cover sizes 5/32", 3/16", 7/32" and 13/64".

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

3.1.19.3 Chainsaw Chain File System must be readily available from vendor in a timely manner as agreed between vendor and the West Virginia Division of Highways.

3.1.20 Bulk Weed Trimmer Line

3.1.20.1 Bulk Weed Trimmer Line must be in 5 lbs. Packages; .095" Diameter.

3.1.20.2 Bulk Weed Trimmer Line must be compatible with above Weed Trimmer specs.

3.1.20.3 Bulk Weed Trimmer line must be readily available from vendor in a timely manner as agreed between vendor and the West Virginia Division of Highways.

3.1.21 Gasoline to Oil 50:1 Two Cycle Mix

3.1.21.1 Gasoline to Oil 50:1 Two Cycle Mix must be offered for 1-gallon to 5-gallon fuel cans.

3.1.21.2 Gasoline to Oil 50:1 Two Cycle Mix must be compatible with the above equipment specs and accepted by the equipment manufacture warranty.

3.1.21.3 Gasoline to Oil 50:1 Two Cycle Mix must be readily available from vendor in a timely manner as agreed between vendor and the West Virginia Division of Highways.

3.1.22 Chainsaw Bar and Chain Oil

3.1.22.1 Chainsaw Bar and Chain Oil must come in a 1-gallon jug.

3.1.22.2 Chainsaw Bar and Chain Oil must be compatible with the above equipment specs and accepted by the equipment manufacture warranty.

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

3.1.22.3 Chainsaw Bar and Chain Oil must be readily available from vendor in a timely manner as agreed between vendor and the West Virginia Division of Highways.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by submitting their bid price for each specified unit. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: john.w.estep@wv.gov.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 3 working days after orders are received. Vendor shall deliver emergency orders within 1 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
0522C0333- Purchase of Outdoor Power Equipment

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Varners Construction LLC Address: 40 Varner Dr.
Durbin WV 266264

Name of Authorized Agent: Kenneth Varner Address: Same as above

Contract Number: CRFQ 0803 DOT2200000136 Contract Description: Outdoor Power Equipment

Governmental agency awarding contract: Department of Administration Purchasing Division

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 Varner

Date Signed: 3.15.22

Notary Verification

State of West Virginia, County of Pocahontas

I, _____, 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 21st day of March, 22.

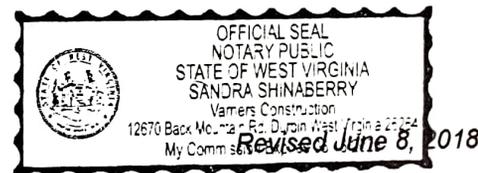
Sandra Shinaberry
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(f), 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 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 Varners Construction LLC

Authorized Signature Kenneth Verner

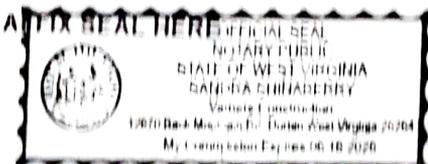
Date: 3/15/22

State of West Virginia

County of Pocahontas, to-wit:

Taken, subscribed, and sworn to before me this 21 day of March, 2022

My Commission expires June 16 2026, 2026



NOTARY PUBLIC Sandra Shinaberry