

▶ Fax

4.13.2022

From: Jennifer Samples
 Phone: 304-4564505
 Fax: 304-456-5046
 Company Name: Varner Construction, LLC.


To: John Estep
 Phone: 304-558-2566
 Fax: 304-558-3970
 Company Name: DEPT. OF ADMIN. PURCHASING DIV.

Comments:

BID CRFQ 0803 DOT2200000137

04/13/22 11:43:46
West Virginia Purchasing Division

- Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

	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: 1007029 Doc Description: ADDENDUM NO_2 Ventrac 4520Y Tractor w/attachments		Reason for Modification: Addendum No_2 Vendor Questions and Responses	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-07	2022-04-14 13:30	CRFQ 0803 DOT2200000137	3

BID RECEIVING LOCATION

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

VENDOR

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

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X *Kenneth Varner* FEIN# *371508771* DATE *4.13.22*

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

ADDITIONAL INFORMATION

ADDENDUM NO. 2

Addendum No. 2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a Ventrac 4520Y Tractor with optional attachments or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

SHIP TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33
83 BRUSHY ROAD
CROSSING, PO BOX 610
BUCKHANNON WV
US

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
83 BRUSHY FORK RD
CROSSING
BUCKHANNON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Ventrac 4520Y Tractor or equal	30.00000	EA	25,776. ⁵⁰	773,295. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
21101701	Steiner	24.8HP Kubota D902 Diesel	450

Extended Description:
Ventrac 4520Y Tractor or equal

INVOICE TO

SHIP TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33
83 BRUSHY ROAD
CROSSING, PO BOX 610
BUCKHANNON WV
US

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
83 BRUSHY FORK RD
CROSSING
BUCKHANNON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Ventrac MS720 70 inch finish mower or equal	30.00000	EA	3799. ⁵⁵	113,986. ⁵⁰

Comm Code	Manufacturer	Specification	Model #
21101701	Steiner	72" Finish mower Deck	MD 472

Extended Description:
Ventrac MS720 70 inch finish mower or equal

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Ventrac HQ680 or Equal 65 inch tough cut deck	30.00000	EA	4094. ⁰¹	122,820. ³⁰

Comm Code	Manufacturer	Specification	Model #
21101701	Steiner	72" Rough mower	7436122

Extended Description:
 Ventrac HQ680 or Equal 65 inch tough cut deck

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Ventrac KV552 or equal 55 inch V-plow	30.00000	EA	3106. ⁰¹	93,180. ³⁰

Comm Code	Manufacturer	Specification	Model #
21101701	Steiner	V-Blade	BD358

Extended Description:
 Ventrac KV552 or equal 55 inch V-plow

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Sun Canopy w/2x3 fan	30.00000	EA	625. ⁰⁰	18,768. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
21101708	Steiner	Canopy w/fan	

Extended Description:
Sun Canopy w/2x3 fan

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Probid meeting-Equipment Div Buckhannon WV @10:00am	2022-03-30
2	Tech Questions due by 10:00am	2022-04-06

**SOLICITATION NUMBER: CRFQ DOT2200000137
Addendum Number: 2**

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000137 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 04/14/2022 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Technical Questions and Answers**CRFQ DOT2200000137**

Question # 1: Is the 100 days from the order date firm on the providing the Tractors? With the current climate in supply chain there is some question whether we can have 30 units available in that time frame, Kubota diesel motors allocations are not being made for these units not just for Sunset Outdoor Supply, but also for Ventrac as well as other manufacturers.

Answer: The quantities are an estimated number; 30 units are a forecasted possibility and may not be an actual needed amount. We could order zero units depending on the equipment budget. Delivery time will be extended to 180 days from the purchase order date.

Question # 2: Second, would it be possible to substitute some Ventrac 4520Z Kubota tractors with gasoline motors for the 4520Y Kubota diesels in order to fulfill the order? The 4520Y and the 4520Z are the same tractor other than the engine. They have all of the same service parts. The air filters, hydraulic filters, oil filters, belts, lubricants (oil and hydraulic oil) are all the same on these. So all of them will be interchangeable. The only difference is in the setup of the engine itself, one is setup to run on diesel and the other is setup to run on gasoline. We will be able fulfill the order with 4520Y's and some 4520Z's.

Answer: No. The units must be diesel to meet specifications. Mixing gas- and diesel-powered units in a bid with estimated quantities creates an unfair bidding process for all involved.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000137

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)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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 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

Kenneth Varner
Authorized Signature

4.13.22
Date

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



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: 1007029		Reason for Modification:	
Doc Description: ADDENDUM NO_1 Ventrac 4520Y Tractor w/attachments		Addendum No_1 Attach Pre-bid Sign-in Sheets	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-03-31	2022-04-14 13:30	CRFQ 0803 DOT2200000137	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name: Varner Construction, LLC

Address: 40 Varner Dr

Street:

City: Durbin

State: WV **Country:** USA **Zip:** 26264

Principal Contact: Kenneth Varner

Vendor Contact Phone: 304-456-4505 **Extension:**

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X *Kenneth Varner* **FEIN#** 371508771 **DATE** 4.13.22

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Ventrac 4520Y Tractor or equal	30.00000	EA	25,776. ⁵⁰	773,295. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
21101701	Steiner	24.8HP Kubota D902 Diesel	450

Extended Description:
Ventrac 4520Y Tractor or equal

INVOICE TO **SHIP TO**

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33
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83 BRUSHY FORK RD
CROSSING
BUCKHANNON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Ventrac MS720 70 inch finish mower or equal	30.00000	EA	3799. ⁵⁵	113,986. ⁵⁰

Comm Code	Manufacturer	Specification	Model #
21101701	Steiner	72" Finish Mower Deck	MD472

Extended Description:
Ventrac MS720 70 inch finish mower or equal

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Ventrac HQ880 or Equal 65 inch tough cut deck	30.00000	EA	4094. ⁰¹	122,820. ³⁰

Comm Code	Manufacturer	Specification	Model #
21101701	Steiner	72" Rough Cut Deck	7436122

Extended Description:
 Ventrac HQ880 or Equal 65 inch tough cut deck

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Ventrac KV552 or equal 55 inch V-plow	30.00000	EA	3106. ⁰¹	93,180. ³⁰

Comm Code	Manufacturer	Specification	Model #
21101701	Steiner	V-Blade	BP358

Extended Description:
 Ventrac KV552 or equal 55 inch V-plow

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Sun Canopy w/2x3 fan	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101708	<i>Steiner</i>	<i>Canopy w/fan</i>	

Extended Description:
Sun Canopy w/2x3 fan

EVENTS

Line	Event	Event Date
1	Prebid meeting-Equipment Div Buckhannon WV @10:00am	2022-03-30
2	Tech Questions due by 10:00am	2022-04-06

Pre-Bid Sign-In Sheet

Solicitation Number: CRFA DOT 22 #137
 Date of Pre-Bid Meeting: 3/30/22
 Location of Prebid Meeting: Buckhannon Training Ctr

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
VARNER CONSTRUCTION LLC	JESSICA VARNER	PO BOX 243 DUBSON WV 26264	304-456-4505	304-456-4510	varner@frontier.net
HAYWARD DISTRIBUTION	Brent Russo	2800 Perimeter Dr	614-325-8168		brosso@Hydri.com
Ventrac	Aaron Gerber	500 venture Dr. Orville OH 44667	330-799-8094		aaron.gerber@ ventrac.com
Middletown Tractor Sales	Mike Shaver	2050 Boyers Dr Fairmont WV 26554	304-366- 4690		Mike@Middletown Tractor.COM
Middletown Tractor Sales	Condy Schneider	500 Boyers Dr Fairmont WV 26554	304 344 4950		
Sunbelt outdoor Supply	Christopher Miller	2189 Chest Rd. Morgantown, WV 26508	304-777 2184		Sunbeltoutdoor supply@ gmail.com

*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

APR/13/2022 WED 11:57 AM FHWA

Received: 3045363505

FAX No. 304 536 3505

Apr 13 2022 11:41am P. 013

P013

Pre-Bid Sign-In Sheet

Solicitation Number: CRFD DOT 22*137
 Date of Pre-Bid Meeting: 3/30/22
 Location of Prebid Meeting: Buckhannon Training Ctr.

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

<u>Firm Represented:</u> *	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
WVDOH	Justin Godwin	53 Brushy Fork Rd. Buckhannon WV	304-621-0345		justin.l.godwin@wvgoa
WVDOT	Kristy James	Bldg 5 State Capitol Complex Charleston	304-414-7104		Kristy.e.james@wv.gov
American Electric Equipment	Mike Allen	150 Dixie land Dr Beckley WV 25804	304 923 2879	304 255 7418	Mike Allen @ American Electric Equipment.com
WVDOH	JD Haller	83 Brushy Fork Buckhannon WV	304-471-0141		

***One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**



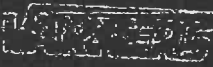
AARON GERBER
Territory Sales Manager
Aaron.Gerber@VentracProductsInc.com
330.749.8094
VENTRAC.COM

VENTURÉ PRODUCTS, INC. | 500 Venture Drive | Orono, ME 04467







MIKE ALLEN
WV Master Electrician
Generator Sales, Service & Installation
Ventrac Sales & Service

O: 304.255.7438
C: 304.923.2879
P.O. Box 110
Beckley, WV 25802
mikenallen@americanelectricalequipment.com



4 Garden, I
4645 Boyers, P.O. Box
Beckley, WV 25802
304.325.1711
www.yamaheroutdoor.com




Mike Shaver
Corporate Sales Manager
mike@middletownt tractor.com

2050 Boyers Drive
Fairmont, WV 26564
Exit 193 off I-78

Phone: 304-385-4690 ext.238
Cell: 304-857-1824
Toll Free: 1-877-99DEERE

Makes Your Main Factor...Middletown Tractor



HAYWARD
DISTRIBUTING CO.

BRENT RUSSO
Territory Manager

T: 614.272.5953 x-137
F: 800.252.8481
C: 614.329.8188
E: brusso@haydist.com

Hayward Distributing Co
4001 Perimeter Drive
Columbus, OH 43228
www.haydist.com

APR/13/2022 WED 11:58 AM FHMA

Received: 3045363505

FAX No. 304 536 3505

Apr 13 2022 11:42am P. 015

P015

SOLICITATION NUMBER: CRFQ DOT2200000137

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000137 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

Attach Pre-Bid Sign-in Sheets

Bid Opening remains 04/14/2022 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000137

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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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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 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

Kenneth Varner
Authorized Signature

4.13.22
Date

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

**REQUEST FOR QUOTATION
VENTRAC 4520Y TRACTOR WITH OPTIONAL ATTACHMENTS**

8. MISCELLANEOUS:

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

8.2 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.

8.3 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: Kenneth Varner
 Telephone Number: 304-456-4505
 Fax Number: 304-456-5016
 Email Address: busterV@frontiernet.net

8.4 Operating and Service Manuals and Parts Lists: An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery. Attn: JD Haller. There must be 12 service/shop/maintenance manuals and 14 parts manuals; CD-ROM is preferred in lieu of parts manuals. Manuals shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

8.5 Training: Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering the operation, maintenance, trouble-shooting with each purchase order against this open-end contract. Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

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 Purchasing Division
04/13/22 11:51:03

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Varner Construction LLC Address: 40 Varner Dr.

Durbin, WV. 26214

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: *Kenneth Varner*

Date Signed: 4-13-22

Notary Verification

State of WV, County of Pocahontas:

I, *Kenneth 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 13 day of April, 22.

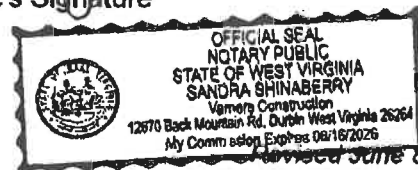
Sandra Shinaberry
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



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: Varner Construction LLC

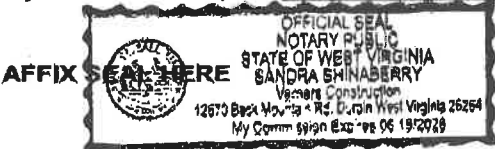
Authorized Signature: [Signature] Date: 4.13.22

State of WV

County of Pocahontas, to-wit:

Taken, subscribed, and sworn to before me this 13 day of April, 2022

My Commission expires 6-16-2026, 2026



NOTARY PUBLIC Sandra Shinaberry

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 Owner
 (Name, Title)
Kenneth Varner Owner
 (Printed Name and Title)
40 Varner Dr. Durbin, W.V. 26264
 (Address)
304-456-4505 F. 304-456-5046
 (Phone Number) / (Fax Number)
busterv@frontier.net.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Varner Construction, LLC
 (Company)

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

Kenneth Varner Owner
 (Printed Name and Title of Authorized Representative)

4.13.22
 (Date)

304-456-4505 F. 304-456-5046
 (Phone Number) (Fax Number)

VENDOR: Varner Construction LLC Class 130

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	Ventrac 4520Y or equal	Steiner 450	30	25,776. ⁵⁰	773,295. ⁰⁰
2	Ventrac MS720 or equal 70 inch finish mower	Steiner MD472	30	3799. ⁵⁵	113,986. ⁵⁰
3	Ventrac HQ680 or equal 65 inch tough cut deck	Steiner 7436122	30	4094. ⁰¹	122,820. ³⁰
4	Ventrac KV552 or equal 55 inch V-plow	Steiner BD358	30	3106. ⁰¹	93,180. ³⁰
5	Sun canopy with 2x3 fan unit	Steiner 970649 75-71224	30	625. ⁶⁰	18,768. ⁰⁰
Total Bid Cost		➔			1,122,050.¹⁰

Bid Will Be Awarded To The Lowest Overall Bid Total For All Items

Vendor Information

Company Name: Varner Construction, LLC.
 Contact Manager: Kenneth Varner
 Address: 40 Varner Dr. Durbin, W.V. 26264
 Phone: 304-456-4505
 Fax: 304-456-5046
 E-mail: busterv@frontier.net.net
 Signature: Kenneth H Varner

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Received: 3045363505
 APR/13/2022/WED 12:04 PM FHWA
 Apr 13 2022 11:48am P. 023/028
 FAX No. 304 536 3505
 P005



TWO (2) YEAR LIMITED WARRANTY

General Provisions and Certain Responsibilities of Purchaser

Bobcat Company provides the warranty described below to the original purchaser of a new STEINER Tractor, Attachment or Accessory purchased from any authorized STEINER dealer. Bobcat Company's responsibility under this limited warranty is restricted to repairing or replacing, at its option, any covered part found to be defective in material or workmanship during the warranty term specified herein. Warranty service must be performed by an authorized STEINER dealer. Warranty service will be performed without charge to the purchaser for parts and labor. The purchaser will be responsible, however, for the cost and expense of transporting the tractor, part, attachment or accessory to and from an authorized dealer's service center, for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under this limited warranty. Proof of purchase will be required by the authorized dealer to substantiate any warranty claim. This limited warranty is transferable, provided an authorized STEINER dealer is notified of change of ownership and authorizes such transfer, but the warranty term commences upon the date of the original purchase.

No claim for breach of warranty shall be cause for the cancellation or rescission of the contract of sale of any STEINER tractor, attachment or accessory. Bobcat Company reserves the right to change or improve the design of any STEINER tractor, attachment or accessory without assuming any obligation to modify any product previously manufactured.

What is Not Covered

This limited warranty does not cover any STEINER tractor, attachment or accessory that (i) has been subject to misuse, neglect, negligence or accident, or that has not been operated or maintained in accordance with the operating or maintenance instructions specified in the Operator's Manual; (ii) has been altered or modified so as to adversely affect its operation, performance or durability, or that has been altered or modified in ways not approved by Bobcat Company. In addition, this warranty does not cover repairs made necessary by normal wear and tear, lack of proper protection during storage or normal maintenance parts and service, including, without limitation, such things as routine cleaning, adjusting or replacing filters, spark plugs, carburetors, ignition, light bulbs, fuses, starter drive or other drive belts, brakes, clutch linings or starter brushes, or by the use of parts, supplies or accessories, including, without limitation, gasoline, oil or lubricants, which in the reasonable judgment of Bobcat Company are either incompatible with the product, adversely affect its operation, performance or durability or are other than as recommended in the Operator's Manual or other operational instructions provided by Bobcat Company.

Warranty Term

This limited warranty is for the following period from the date of original purchase: TWO (2) YEARS.

Warranty Exceptions

Service Parts are warranted for a period of 180 DAYS from the date of purchase. Bobcat Company makes no warranty with respect to engines, tires, batteries, belts, regulators, starter-generators or other parts not of its manufacture. The engine warranty is covered by the engine manufacturer, and these other parts may be covered by the warranties of their respective manufacturers. Consult the Operator's Manual of the engine provided with your product or ask an authorized dealer for the terms and conditions of these warranties.

Limitation of Implied Warranties and Other Remedies

To the extent permitted by law, neither Bobcat Company nor any company affiliated with it makes any warranties, representations or promises as to the quality, performance or freedom from defect of the STEINER tractor, part, attachment or accessory covered by this limited warranty. The authorized dealer makes no warranty of its own and such dealer has no authority to make any representation, warranty or promise on behalf of Bobcat Company or to BOBCAT COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS EXCEPT THOSE CONTAINED HEREIN. THE DURATION OF ANY IMPLIED WARRANTY, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE DURATION OF THIS WRITTEN LIMITED WARRANTY. BOBCAT COMPANY DISCLAIMS ALL LIABILITY FOR INDIRECT, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE OF THE PRODUCTS COVERED BY THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THAT THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Obtaining Warranty Service

To make a claim under warranty, return the STEINER tractor, part, attachment or accessory to an authorized STEINER dealer during the warranty term. Proof of purchase will be required to substantiate any warranty claim. Falsification of warranty documentation nullifies this warranty.

This warranty is effective with STEINER tractors, parts, attachments and accessories sold on or after January 1, 2012.

AWD Power Unit
450-25 / 450-32 / 450-37



Standard Equipment

Engine:
 24.8 HP Kubota® D902 Diesel, Liquid-cooled, 898 cc
 32.5 HP Kubota® WG972 gas, Liquid-cooled, 962 cc
 37 HP Vanguard® M61 EFI gas, Air-cooled, 993 cc

Tire options
 Field Trac / 22x12-10 (All Terrain)
 Bar / 22x12-10
 Turf / 22x11-10

Transaxles
 (2) Peerless® 2600 dual-range

Brakes
 Single, mechanical disc

Forward / Reverse Foot Pedal Control

Weight Transfer
 Hydraulic (on the fly adjustments)

Hitch
 Front - Steiner® Quick-Hitch System
 Rear - Standard 2" receiver hitch

Frame
 Oscillating
 Articulating

Additional Features
 Parking Break
 Dual LED headlights and Taillights
 High-Back bucket seat
 Storage compartment
 Cup Holder
 Front and rear Skid Plates
 ROPS Bar
 12 Volt outlet, 15 amp
 Battery disconnect

Warranty - 2 Years

Quick Specs

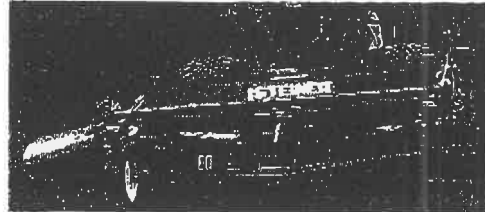
	<u>450-25</u>	<u>450-32</u>	<u>450-37</u>
Unit weight.....	1665 lbs.	1660 lbs.	1575 lbs.
Shipping weight.....	1845 lbs.	1875 lbs.	1784 lbs.
Hydraulic Pump Cap. - Standard Flow.....		6 gpm @ 3600 rpm	
Lift, steering aux pressure.....		1750 PSI	
Hydraulic oil capacity.....		5.25 US Gallons	
Speed Hi Range (Fwd. / Rev).....		9.5 mph / 7 mph	
Speed Low Range (Fwd. / Rev).....		6 mph / 4.5 mph	
Width Standard.....		44.5"	
Width W/ 3" Extensions.....		50.5"	
Width W/ Dual Wheel Kit.....		66.5"	
Overall Length (ROPS Up).....		80.5"	
Height W/ ROPS Up.....		73.5"	
Height W/ ROPS Folded.....		55"	
Wheelbase.....		43.5"	
Frame Oscillation.....		9"	
Turning Radius.....		43.5"	
Slope Rating- Single Tires (std).....		20° Max	
Slope Rating- 3" Wheel Extensions.....		25°	
Slope Rating- Dual Wheel Tires.....		30° Max	
Slope Rating w/ Cab.....		10°	
Fuel Tank Capacity.....		7 US Gallons	

Prices and Specifications
 Subject to Change Without Notice

450 Tractor
 All Prices in U.S. Dollars

Steiner SLP Price List
 2022 Prices Book

**Finish Mower Decks
MD460 / MD472**



Quick Specs

	<u>MD460</u>	<u>MD472</u>
Overall Width.....	74" (w/discharge chute)	86" (w/discharge chute)
Cutting Width.....	59 3/8"	72"
Cutting Height.....	1" to 4 1/2"	1" to 4"
Spindle Drive.....	Single "V" belt	Single "V" belt
Spindles.....	Tapered roller assemblies	Tapered roller assemblies
Blades.....	3 blades, 20 1/2"	3 blades, 24 3/4"
Discharge.....	Side	Side
Wheels.....	10 x 3.5 semi-pneumatic	10 x 3.5 semi-pneumatic
Weight.....	360 lbs	470 lbs
Drive:.....	Shaft to PTO Belt	Shaft to PTO Belt

Part Number	Description	Finish Mower Decks	SLP In US \$
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75-70860A MD460 - Mower Deck 60", Hi-Capacity.....

Available on 235, 430, 440, 450 and 450DX

Rotary finish mower with striping roller. High-velocity blade speed and channeled discharge chute provide even clipping distribution. Flips up 90° for easy access to blades and underside. Requires (4) rear weights if operating on a 430 tractor

Required PTO Belt: 81-B041

Est. install time: 2 hours

75-70865A MD472 - Mower Deck 72", Hi-Capacity.....

Available on 235, 430, 440, 450 and 450DX

Rotary finish mower with striping roller. High-velocity blade speed and channeled discharge chute provide even clipping distribution. Flips up 90° for easy access to blades and underside. Requires (4) rear weights if operating on a 430 tractor

Required PTO Belt: 81-B041

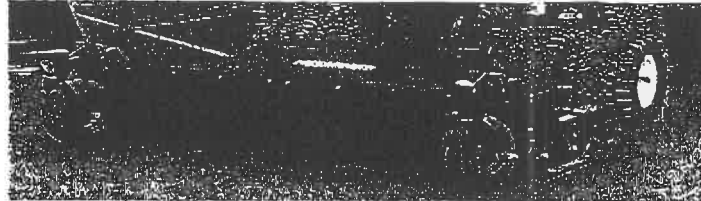
Est. install time: 2 hours

Prices and Specifications
Subject to Change Without Notice

MD Decks
All Prices in U.S. Dollars

Steiner SLP Price List
2022 Prices Book

Rough Cut Mower



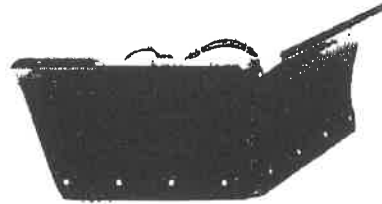
Quick Specs

	RC720
Overall width.....	73" (deck 76" with skids)
Cutting width.....	72"
Cutting height.....	3 3/4" - 6"
Drive.....	Shaft to PTO belt
Spindles.....	Cast-iron, sealed ball bearings
Blades.....	3 blades, 24"
Discharge.....	Rear discharge - flexible front and rear shields
Skid Shoe.....	2 skid shoes that allow deck to evenly cut all types of terrain without damaging the mower or the ground
Weight.....	515 lbs.

Part Number	Description	Rough Cut Mower	SLP In US \$
7436122	Mower Rough Cut - 72" W/ Casters.....		
	Available on 440, 450 and 450DX Tackles overgrown brush and bramble up to 1 1/2" in diameter. Requires (4) rear weights		
	Required PTO Belt:	4169475	
	Est. install time:	0.5 - 1 hour	

Part Number	Description	Optional - Dealer Installed Accessories - Order From Factory	SLP In US \$
75-71302	Counter Clockwise Blade Rotation Kit.....		
	Available on the Rough Cut Optional kit for creating finer sizing of cut material		
	Est. install time:	2 - 3 hours	

**V-Blade
BD358**



Quick Specs

	<u>BD358</u>
Overall width.....	69 1/4"
Cutting width	
- Straight.....	58"
- Scoop.....	49"
- V-Blade.....	53"
Overall height.....	21"
Overall length.....	31"
Blade height from cutting edge.....	21"
Angling.....	30° left and right, front and back
Skid shoes.....	Adjustable
Forward tilt.....	Spring-loaded
Cutting edge, 2 position.....	3/8" x 4" hardened
Weight.....	248 lbs.

Part Number	Description	V-Blade	SLP In US \$
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75-70550B **BD358 - Blade, V-Blade.....**

Available on 235, 430, 440, 450 and 450DX

Quickly move between 4 different angled positions to move snow quickly and efficiently. Requires Front Power Outlet Kit.

Est. install time: 0.5 - 1 hour