



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

List View

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

Procurement Folder: 1012555

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: WEST VIRGINIA OUTDOOR POWER INC

Alias/DBA:

Total Bid: \$37,288.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0211

SO Doc ID: GSD2200000037

Published Date: 3/11/22

Close Date: 3/22/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 3

Total of All Attachments: 3



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:** 1012555  
**Solicitation Description:** Addendum No. 1  
 Zero Turn Lawn Mowers  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-03-22 13:30	SR 0211 ESR03212200000005747	1

**VENDOR**  
 000000168138  
 WEST VIRGINIA OUTDOOR POWER INC

**Solicitation Number:** CRFQ 0211 GSD2200000037  
**Total Bid:** 37288  
**Response Date:** 2022-03-21  
**Response Time:** 11:23:00  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@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 Lawn Mowers	2.00000	EA	18644.000000	37288.00

Comm Code	Manufacturer	Specification	Model #
27112014			

**Commodity Line Comments:** Cub Cadet Pro Z 554L KW, w/ semi pneumatic front caster wheels and ROPS mounted Light Kit

**Extended Description:**

Zero Turn Lawn Mowers

## Engine

- **Engine Brand** Kawasaki®
- **Engine Model** FX Series
- **Engine Model Number** 850V
- **Engine Displacement** 852cc
- **Engine Output** 27HP
- **Fuel Tank Capacity** Dual 7.45 gal. US (28.2 L)
- **Cylinders** Twin
- **Engine Start** Ignition Key
- **Engine Oil Capacity** 2.0 qt. US (1.89 L)
- **Lubrication** Fully pressurized
- **Charging System** 15 amp regulated
- **Fuel Gauge** Dial
- **Choke** Separate Choke
- **Air Filter** High Density
- **Oil Filter** Yes
- **Fuel Delivery** Carburetor

## Drive System

- **Transmission** Parker HTJ Series, 12cc pump / 260cc wheel motor
- **Forward Speed** 10 mph / 16 km/h
- **Reverse Speed** 5 mph / 8km/h

## Cutting Deck

- **Deck Cutting Width** 54 in
- **Deck Material** fabricated 7ga. (.187") steel shell
- **Deck Engagement (PTO)** electronic fingertip engagement pto
- **Deck Construction** 7ga. top plate 7ga. bottom reinforcement 1/4" rolled leading edge
- **Spindle Construction** 8" sealed cast aluminum housing (maintenance-free)
- **Blade(s)** 3 high-lift Marbain® blades / 18,500 fpm (approx.)
- **Cutting Height Range** 1" to 5" in 1/4" increments
- **Anti-Scalping** 2 front deck gauge wheels
- **Deck Positions** Foot pedal with spring assist 16 Positions

## Warranty

- **Warranty** 3 year / no hour limit commercial warranty and 5 year / 1,750 hour limited deck construction warranty
- **Deck Shell Warranty** 5 year / 1,750 hour limited deck construction warranty
- **Commercial Warranty** 3 year / no hour limit commercial warranty

## Chassis

- **Frame** Fully welded, full-length 3/8 x 5" laser cut steel / integrated tie-down slots
- **ROPS** 2" x 2" quick-latch tool-less foldable 3 position
- **Bumper** 5/16" Thick Steel rear engine guard/pre-drilled mounting points for attachments with integrated rear hitch
- **Yokes** 2" x 3" solid axle tube and 1/2" thick steel front yokes

#### Controls

- **Cruise Control** NA
- **Brakes** Hand-operated lever with integrated hydro pump release lever
- **Steering Control** High Performance & Speed Control

#### Comfort

- **Seat Type** Cushion
- **Armrests** standard
- **Seat Suspension** High-back dial suspension with EVC
- **Seat Adjustment** Angle back adjust

#### Wheels

- **Rear Tires** 24"x12"-12"
- **Front Tires** 13"x6.5"-6" Std Smooth Carlisle-Air Filled
- **Tire Tread** Turf Tread

#### Dimensions

- **Dimensions L/W/H** 84" L x 56" W x 50" H
- **Weight (approx.)** 1300 lbs.

#### Additional Specifications

- **Hour Meter** Crew Boss all functions
- **Discharge Chute** High-density, impact-resistant rubber
- **Cup Holder** Intergrated into Side Pod
- **Model Number** 53TIHJTN050

#### Disclaimer

- **Specifications Disclaimer** Specifications subject to change without notice and without incurring obligation. Products depicted on website and other advertisements are for demonstration purposes only. Actual products offered for sale may vary in design, required attachments, safety features and non-functional appearance from. See other general disclaimers at the bottom of our website.

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: West Virginia Outdoor Power, Inc

Authorized Signature: [Signature] Date: 3/21/22

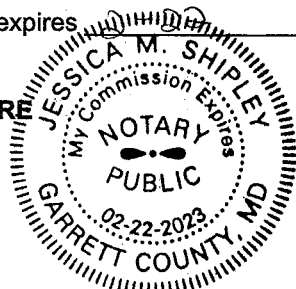
State of MARYLAND

County of ALLEGANY, to-wit:

Taken, subscribed, and sworn to before me this 21<sup>ST</sup> day of MARCH, 2022.

My Commission expires \_\_\_\_\_, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

# SOLICITATION NUMBER: GSD2200000037

## Addendum Number: 1

---

The purpose of this addendum is to modify the solicitation identified as ("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

### Description of Modification to Solicitation:

1. To publish responses to vendor questions.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### 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.



Zero Turn Mower Questions

Q1) (3.1..4) Would you accept 25HP?

A1) No \*

Q2) #3.1.1.8) Would you accept 11.5 gallon fuel tank?

A2) Yes, 11.5 or larger

Q3) (3.1.1.9) Would you accept 11.2mph in forward and 5.6mph in reverse?

A3) Yes

Q4) Would you accept a delivery time longer than 14 days?

A4) Yes, 30 days

Q5) (3.1.1.1) Do you have a preference on deck size.

A5) Yes, 52".

Q6) Engine is air cooled, will not have a high water temperature shut down. Is this acceptable?

A6) Yes

Q7) (3.1.1.18) Are wet disc brakes required?

A7) Yes

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: GSD220000037**

**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 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.

West Virginia Outdoor Power, Inc  
Company

  
Authorized Signature

3/21/22  
Date

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