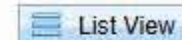




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency 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 6

 List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 2005281

Procurement Type: Central Purchase Order

Vendor ID: VS0000045819 

Legal Name: SWIPE RESOURCES LLC

Alias/DBA: HAMZA MASUD

Total Bid: \$117,875.00

Response Date: 07/22/2026 

Response Time: 11:16

Responded By User ID: swiperesources 

First Name: Hamza

Last Name: Masud

Email: hamza.masud@swiperesou

Phone: 7038706182

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2600000027

Published Date: 6/30/26

Close Date: 7/22/26

Close Time: 13:30

Status: Closed

Solicitation Description: Commercial - Grade Utility Tractor and Mower

Total of Header Attachments: 6

Total of All Attachments: 6



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: 2005281
Solicitation Description: Commercial - Grade Utility Tractor and Mower
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2026-07-22 13:30	SR 0603 ESR07222600000000436	1

VENDOR
VS0000045819
SWIPE RESOURCES LLC

Solicitation Number: CRFQ 0603 ADJ2600000027
Total Bid: 117875
Response Date: 2026-07-22
Response Time: 11:16:31
Comments:

FOR INFORMATION CONTACT THE BUYER
Jessica L Riley
304-558-0246
jessica.l.riley@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	Kubota M5-091 4WD Utility Tractor w/ Cab w/ LA1854 Front loa	1.00000	EA	93972.000000	93972.00

Comm Code	Manufacturer	Specification	Model #
22100000			

Commodity Line Comments: Our Proposal:
2026 New Holland Powerstar 100
Warranty: 24 months or 2000 hours Manufacturers standard

Extended Description:
Kubota M5-091 4WD Utility Tractor with Cab with LA1854 Front loader or EQUAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Alternate #1 15-foot Flex Wing Rotary Cutter or equal	1.00000	EA	23903.000000	23903.00

Comm Code	Manufacturer	Specification	Model #
22100000			

Commodity Line Comments: Our Proposal:
2026 Hardee 9515 PTW 15 Flexwing cutter
Warranty: Manufacturers standard 1 year warranty
5 year Gearbox warranty

Extended Description:
Alternate #1 15-foot Flex Wing Rotary Cutter or equal

EXHIBIT A: PRICING PAGE
One (1) Commercial Grade Utility Tractor and Mower

Contract Items	Description	QTY	Unit Price	Total
Contract Item 3.1.1.	Kubota M5-091 4WD Utility Tractor with Cab with LA1854 Front loader or EQUAL	1	\$93,972.00	\$93,972.00
Contract Item 3.1.2.	Alternate #1 15-foot flex wing Rotary Cutter or equal	1	\$23,903.00	\$23,903.00

If not using the Kubota, list the manufacturer and model number below

	Manufacturer Bid:	
	2026 New Holland Powerstar 100 & 2026 Hardee 9515 PTW 15' Flexwing cutter ☐	
	Model No. Bid:	
	2026 New Holland Powerstar 100 & 2026 Hardee 9515 PTW 15' Flexwing cutter ☐	

Unit prices to be inclusive of all freight/delivery costs.

Grand Total \$117,875.00

Failure to use this form may result in disqualification.

	Bidder / Vendor Information: Swipe Resources LLC		
	Name: Hamza Masud		
	Phone: (703) 870-6182		
	E-mail Address: hamza.masud@swiperesources.com		
	Authorized Signature: HAMZA MASUD	Date:	7/22/2026



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

Proc Folder: 2005281			Reason for Modification:
Doc Description: Commercial - Grade Utility Tractor and Mower			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-06-30	2026-07-22 13:30	CRFQ 0603 ADJ2600000027	1

BID RECEIVING LOCATION

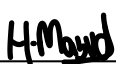
BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:
Vendor Name : Swipe Resources LLC
Address : 7491 Flag Point Ct.
Street :
City : Manassas
State : VA **Country :** USA **Zip :** 20109
Principal Contact : Hamza Masud
Vendor Contact Phone: (703) 870-6182 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Jessica L Riley
304-558-0246
jessica.l.riley@wv.gov

Vendor
Signature X  FEIN# 85-1143501 DATE 7/22/2026

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

ADDITIONAL INFORMATION
The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, to establish a one-time purchase contract to provide two (2) Commercial-Grade Utility Tractor and Mower at Camp Dawson, Kingwood, WV, per the attached specifications and documentation. XX NO MANDATORY PREBID MEETING XX FAILURE TO USE EXHIBIT A PRICING PAGE MAY RESULT IN DISQUALIFICATION XX

INVOICE TO	SHIP TO
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV US	CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD KINGWOOD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Kubota M5-091 4WD Utility Tractor w/ Cab w/ LA1854 Front loa	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22100000			

Extended Description:
 Kubota M5-091 4WD Utility Tractor with Cab with LA1854 Front loader or EQUAL

INVOICE TO				SHIP TO			
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR				CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD			
CHARLESTON		WV		KINGWOOD		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate #1 15-foot Flex Wing Rotary Cutter or equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22100000			

Extended Description:
Alternate #1 15-foot Flex Wing Rotary Cutter or equal

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Question Deadline at 11:00AM EST	2026-07-14

	Document Phase	Document Description	Page 4
ADJ2600000027	Final	Commercial - Grade Utility Tractor and Mower	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

Proc Folder: 2005281

Doc Description: Commercial - Grade Utility Tractor and Mower

Reason for Modification:

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2026-06-30	2026-07-22 13:30	CRFQ 0603 ADJ2600000027	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Jessica L Riley
304-558-0246
jessica.l.riley@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, to establish a one-time purchase contract to provide two (2) Commercial-Grade Utility Tractor and Mower at Camp Dawson, Kingwood, WV, per the attached specifications and documentation.

XX

NO MANDATORY PREBID MEETING

XX

FAILURE TO USE EXHIBIT A PRICING PAGE MAY RESULT IN DISQUALIFICATION

XX

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Kubota M5-091 4WD Utility Tractor w/ Cab w/ LA1854 Front loa	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22100000			

Extended Description:

Kubota M5-091 4WD Utility Tractor with Cab with LA1854 Front loader or EQUAL

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate #1 15-foot Flex Wing Rotary Cutter or equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22100000			

Extended Description:
 Alternate #1 15-foot Flex Wing Rotary Cutter or equal

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Question Deadline at 11:00AM EST	2026-07-14

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

NO MANDATORY PRE-BID MEETING

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. 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.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: July 14th, 2026, at 11:00 AM EST

Submit Questions to: David Pauline, Senior Buyer

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email: david.h.pauline@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: July 22th, 2026 1:30pm

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

CRFQ – ADJ2600000027
Commercial-Grade Utility Tractor and Mower

SPECIFICATIONS

PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Army National Guard's at Camp Dawson in Kingwood, WV, to establish a contract for the one-time purchase Commercial-Grade Utility Tractor and Mower

NOTICE TO OFFEROR(S)/SUPPLIER(S): THE GOVERNMENT RESERVES THE RIGHT TO CANCEL THIS SOLICITATION, EITHER BEFORE OR AFTER THE CLOSING DATE. IN THE EVENT THE GOVERNMENT CANCELS THIS SOLICITATION, THE GOVERNMENT HAS NO OBLIGATION TO REIMBURSE AN OFFEROR FOR ANY COSTS.

1. 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" means Commercial-Grade Utility Tractor and Mower, as more fully described by these specifications.

2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

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.

2. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Contract Item #1 – Kubota M5-091 4WD Utility Tractor with Cab with LA1854 Front loader or EQUAL, equipped and/or fitted with current standard manufacturer's equipment and features.

- Vendor must provide a quantity of one (1) new Model Kubota M5-091 4WD with LA1854 Front loader or Equal must be equipped and/or fitted with current standard manufacturer's equipment and features. If bidding an alternate Utility Tractor with Cab and Front loader. Vendor must clearly identify alternate Utility Tractor with Cab and Front loader and provide manufacturer's specifications, manufacturer's literature and/or any other relevant verifiable documentation that demonstrates the alternate excavator meets the desired mandatory specifications.

The unit is also to be equipped and/or fitted with:

- **Engine & performance:**

CRFQ – ADJ2600000027
Commercial-Grade Utility Tractor and Mower

- Engine Type: Manufacturer-built, 4-cylinder, turbocharged diesel engine. The engine must be manufactured by the same company as the tractor chassis to ensure full integration.
- Engine Horsepower: Minimum 90.0 Gross Engine HP / Maximum 100.0 Gross Engine HP.
- PTO Horsepower: Minimum 76.0 HP at 540 RPM.
- Fuel Tank Capacity: Minimum 25 gallons.
- **Drivetrain & Chassis**
 - Drivetrain: Must be Four-Wheel Drive (4WD).
 - Transmission: Must be a mechanically synchronized shuttle-shift transmission with a minimum of 8 forward and 8 reverse speeds.
 - Transmission must be manually shifted with a dry-type clutch.
 - Rear Axle: Heavy-duty flange-type rear axle.
- **Operator Station**
 - Cab: Must be a factory-installed, integrated enclosed cab equipped with standard heating and air conditioning.
 - Visibility: Cab design must feature a high-visibility roof panel for improved visibility during loader operations.
 - Operator Controls: All primary transmission and hydraulic controls must be mechanical levers, not electronic pushbuttons.
- **Front-End Loader**
 - Loader: Must be a detachable, quick-attach front-end loader manufactured by the same company as the tractor.
 - Bucket: Must include a minimum 72-inch quick-attach bucket.
 - Lift Capacity: Minimum lift capacity of 3,900 lbs to full height (measured at the pivot pin).
 - Lift Height: Minimum lift height of 130 inches (measured to the pivot pin).
- **Hydraulics & Weight**
 - Hydraulic System: Open center hydraulic system.
 - 3-Point Hitch: Category II with a minimum lift capacity of 3,300 lbs. (measured 24 inches behind the lift points).
 - Rear Remotes: Minimum of one (1) set of standard rear hydraulic remote valves.
- **Dimensions & Weight:**
 - Operating Weight: Minimum operating weight of 7,000 lbs. (tractor only, without loader or ballast).
 - Turning Radius: Maximum turning radius of 14.0 feet (4WD engaged, without using individual brakes).

3.1.2 Contract Item #2 – Alternate #1 15-foot Flex Wing Rotary Cutter or equal, and/or fitted with current standard manufacturer's equipment and features.

- The specifications outlined below are based on the Bush Hog 2615L Legend Flex-Wing Rotary Cutter as the benchmark for quality and durability. All bids

CRFQ – ADJ2600000027
Commercial-Grade Utility Tractor and Mower

for an "or equal" product must meet or exceed all of the following specifications.

- **General & Dimensions:**
 - Cutting Width: Minimum 180 inches (15 feet).
 - Hitch: Must be a self-leveling, pull-type clevis hitch.
 - Tractor PTO HP Requirement: Must be rated for use with tractors having a minimum of 60 PTO HP.
- **Construction & Durability:**
 - Deck Thickness: Main deck and wing decks must be constructed of a minimum of 10-gauge (.135 inch) high-strength steel.
 - Cutting Capacity: Must be rated to cut brush and saplings up to a minimum of 2.0 inches in diameter.
 - Blade Tip Speed: Minimum blade tip speed of 15,500 feet per minute (FPM).
- **Gearboxes**
 - Splitter Gearbox Rating: Minimum 210 HP.
 - Wing Gearbox Rating: Minimum 75 HP.
 - All gearboxes must be protected by slip-clutches.
 - Tires: Must be equipped with puncture-resistant laminated tires on all wheels.
 - Bids for models with standard pneumatic (air-filled) tires will not be considered equal.
 - Safety: Must be equipped with standard front and rear safety guards (rubber or chain).

3.2 Substitutions:

The specifications outlined for the Contract Items #1 and Contract items # 2 for the purpose of providing bidders with a clear picture of what the government is looking for in the bid. Substitutions may be submitted during the question-and-answer period to do so bidders must submit a full specification sheet with their bid, detailing how their proposed model meets or exceeds each of the line items listed above. The procuring entity reserves the right to determine if a proposed substitute is, in fact, equal in quality and performance to the perspective Contract Item #1 and Contract Items #2 benchmark model.

3. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the 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.

CRFQ – ADJ2600000027
Commercial-Grade Utility Tractor and Mower

4.2 Pricing Page: Vendor should complete the Pricing Page by entering the unit price for each of the desired items and extending the unit price by the quantity noted to obtain the line-item price. The total of the line items should be noted at the bottom of the bid schedule for the total bid price. Unit prices to be inclusive of all freight/delivery costs. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

4. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this contract.

WV Army National Guard
Attn: Accounts Payable
1707 Coonskin Drive
Charleston, WV 25311

5. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within forty – five (45) business days working days after receiving a purchase order. Contract Items must be delivered to the Agency at Camp Dawson, 1001 Army Road, Kingwood, WV 26537.

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

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

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.

CRFQ – ADJ2600000027
Commercial-Grade Utility Tractor and Mower

- 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.

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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☒ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☒ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Hamza Masud, Executive Director

(Address) 7491 Flag Point Ct., Manassas, VA 20109

(Phone Number) / (Fax Number) (703) 870-6182

(email address) hamza.masud@swiperesources.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Swipe Resources LLC

(Company) Hi-Masud

(Signature of Authorized Representative)

Hamza Masud, Executive Director

(Printed Name and Title of Authorized Representative) (Date)

(703)870-6182

(Phone Number) (Fax Number)

hamza.masud@swiperesources.com

(Email Address)

EXHIBIT A: PRICING PAGE
One (1) Commercial Grade Utility Tractor and Mower

Contract Items	Description	QTY	Unit Price	Total
Contract Item 3.1.1.	Kubota M5-091 4WD Utility Tractor with Cab with LA1854 Front loader or EQUAL	1		
Contract Item 3.1.2.	Alternate #1 15-foot flex wing Rotary Cutter or equal	1		

If not using the Kubota, list the manufacturer and model number below

	Manufacturer Bid:	
	Model No. Bid:	

Unit prices to be inclusive of all freight/delivery costs.

Grand Total

Failure to use this form may result in disqualification.

	Bidder / Vendor Information:		
	Name: _____		
	Phone: _____		
	E-mail Address: _____		
	Authorized Signature: _____	Date: _____	

POWERSTAR™ SERIES

PowerStar™ 75 | PowerStar™ 90 | PowerStar™ 100

PowerStar™ 110 | PowerStar™ 120



An unbeatable combination of power, utility, and comfort.

For decades, the PowerStar™ name has been synonymous with power, utility, and comfort for farmers around the world. Today's lineup is no exception. Whether you need a basic utility tractor to rake hay or tend to a few horses, or a daily workhorse to do the morning chores and then head back to the fields, a PowerStar tractor will meet your needs without compromising the star qualities its name symbolizes.

Five stars of utility

No matter which model you choose, all five PowerStar tractors deliver the power required to effortlessly tackle jobs in the fields and around the barnyard. Choose a 2WD or 4WD front axle and an ergonomic cab or ROPS platform coupled with efficient engines and a 12x12 transmission with a column-mounted power shuttle. Get the perfect pairing with a rugged LU Series loader that's installed from the factory.

Model	Engine HP	PTO HP	Standard Transmission
PowerStar™ 75	74	65	12x12 power shuttle
PowerStar™ 90	86	73	12x12 power shuttle
PowerStar™ 100	99	85	12x12 power shuttle
PowerStar™ 110	107	93	12x12 power shuttle
PowerStar™ 120	117	100	12x12 power shuttle



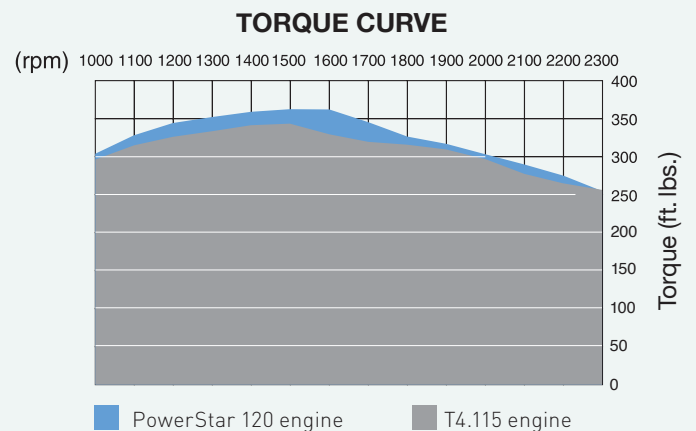
Your new daily driver

From sunup to sundown, a PowerStar tractor is ready for any job. It all starts with your comfort. The VisionView™ cab has been designed in the virtual world for the realities of the real world. When you climb aboard, you'll immediately notice how the controls you use most frequently are strategically located on the ergonomic Command Arc console on your right. A sloped hood, curved loader arms, and high-visibility panel overhead mean you'll be able to see more of the work. A powerful heating and cooling system, tilt steering column, and full-size folding instructor seat ensure daily comfort.



A greener solution that keeps green in your pocket

PowerStar tractors feature a 207-cubic-inch, four-cylinder turbocharged engine built by Fiat Powertrain Technologies (FPT). All models are compliant with stringent Tier 4B emissions. Unlike some competitors, no diesel particulate filter (DPF) is used, and no regeneration is required. Common rail fuel-injection enhances combustion while simultaneously reducing fuel consumption. Even better, these engines generate more power, torque, and efficiency compared to previous Tier 4A engines and come with an industry-leading 600-hour service interval for less downtime.



The VisionView™ cab: Our vision. Your view.

Virtual-reality design and input from operators drove the design of the VisionView™ cab. Our goal was to maximize visibility from every angle and place controls in practical locations to allow you to operate a loader more safely and comfortably. The result is easy to see. Two wide-opening doors guarantee easy entry. The flat floor and suspended pedals enhance comfort. The instrument cluster tilts with the steering column using a simple foot pedal for adjustment. A hinged rear window opens completely with gas struts, while a lower viewing window offers exceptional visibility of rear components and assistance when attaching an implement. Just sit back, relax, and enjoy the panoramic view.





Convenience where you need it most

Ample time was spent considering where to place controls for all-day comfort and ease of operation. The result is the ergonomic Command Arc console. Located to your right on both cab and ROPS platforms, it prioritizes the controls according to which you use most often. You'll never feel like a contortionist in your tractor again.



Seat of power

The standard air-suspension cloth seat with armrests swivels 10° for ultimate comfort. It's available on all cab models. A full-size, self-folding instructor seat is also standard.



Dual-zone comfort

Summer or winter, the dual-zone cooling and heating system keeps you comfortable. Ten repositionable vents maximize air flow, ensuring comfort and fast window defrosting. Adjust settings on the go with convenient B-pillar-mounted controls.



Visibility on high

Stop leaning forward to see your loader at full height with the optional high-visibility panel. It gives you a perfect view of your loader bucket when extended to full height. Open the panel to let fresh air inside the cab. When the sunlight gets too intense, simply extend the integrated sunshade.

Paired for technology

To your right on the B-pillar is the standard, full-size Bluetooth radio with a digital screen. For improved safety and ease of use, add a monitor bar with fully adjustable position settings to place monitors and implement control boxes in your natural line of sight. For greater convenience, two USB plugs and a fabric mesh pocket are integrated near the front of the Command Arc to recharge and store your phone.



A ROPS platform designed for comfort and convenience.

Comfort and convenient control placement still come standard on PowerStar™ tractors featuring a foldable ROPS platform. From the isolator-mounted platform that reduces vibration to the foot pedal that lets you adjust your steering wheel, New Holland ensures that your open-air experience is an enjoyable one.



Deluxe platform with FOPS

A FOPS-certified canopy, 12-volt power socket, clear plastic shielding on the grab rails to protect you from debris, and a rubber floor mat to reduce vibration are included on the deluxe platform.



A true flat-deck platform

Legroom is spacious thanks to the true flat-deck platform and suspended pedals. There is no driveline hump or pedals on the floor preventing you from keeping your feet comfortably flat on the floor.



Smart storage spaces

ROPS models feature additional storage compartments on both fenders since no cab air filters are needed. You can easily access these storage spaces from the platform and ground.



Comfortable seating

For excellent all-day comfort, a vinyl mechanical-suspension seat with armrests comes standard—perfect for open-air work.

Putting the power in PowerStar.™

Power is important for a utility tractor and the PowerStar™ Series delivers—just as its name says. All models feature a 207-cubic-inch, four-cylinder F5C engine built by FPT. To deliver more power and torque to handle your daily chores and fieldwork with ease while simultaneously reducing your fuel bills and emissions, these engines use common rail fuel injection with four valves per cylinder. All PowerStar tractors meet stringent Tier 4B Final emissions requirements without the need for regeneration or a diesel particulate filter (DPF) and feature an industry-leading 600-hour service interval.



Compact HI-eSCR



A greener solution that keeps green in your pocket

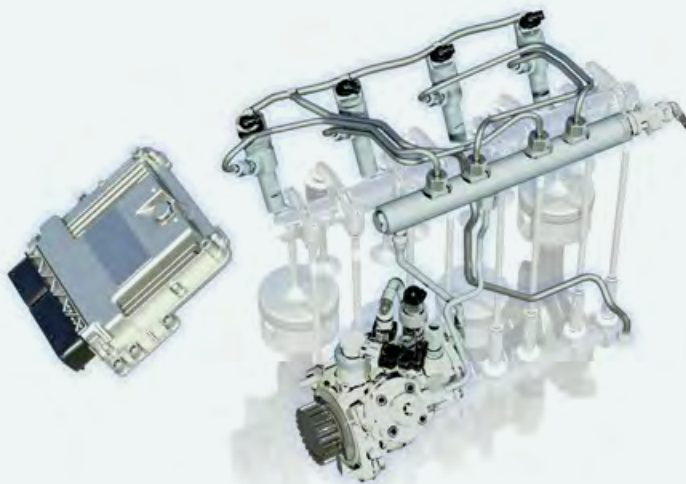
PowerStar tractors are compliant with stringent Tier 4B emissions and generate more power, torque, and efficiency compared to previous Tier 4A engines for more economical and responsive power. Unlike some competitors, no DPF or regeneration is required, which means you get uninterrupted operation all day long. The PowerStar 75 uses a diesel oxidation catalyst (DOC) and cooled exhaust gas recirculation (CEGR) without the use of diesel exhaust fluid (DEF). All other models have an ECOBlue™ Compact Hi-e Selective Catalytic Reduction (eSCR) with light CEGR and a 2.8-gallon (10.6L) DEF tank. Since a utility tractor's dimensions are of vital importance for maneuverability in tight spaces, this system helps the tractor remain compact.



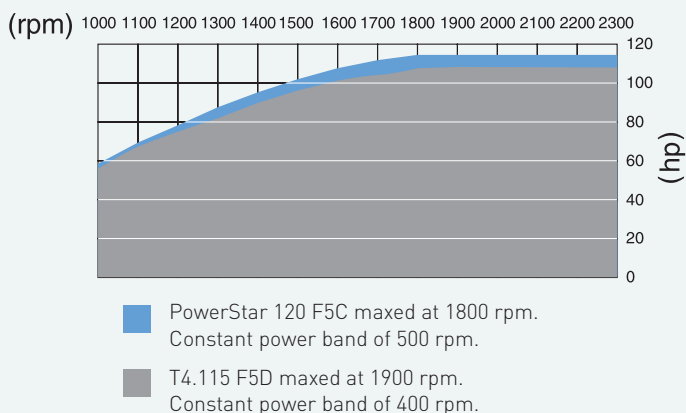
Common rail is common sense

The advanced electronic high-pressure common rail fuel system features the latest in fuel injection technology. An electronic control module is programmed to provide optimum engine performance. Common rail is a necessary component on CEGR engines because the system utilizes precision fueling. Common rail was first introduced to the agricultural industry by New Holland in 2003, and these engines are the latest to reap its rewards. Benefits compared to conventional engines include:

- Reduced engine noise
- Enhanced fuel economy
- Lower emissions
- Higher engine power density
- Better combustion



POWER CURVE



Exceptional fuel economy

Tier 4A engines used in the predecessors to today's PowerStar Series established the benchmark for best-in-class fuel economy. The Tier 4B F5C engine continues the legacy, thanks to common rail fuel injection that provides precision fueling. To put it simply, you maintain performance while controlling your fuel bill. Furthermore, maximum power is achieved at a mere 1,800 RPM and is available up to 2,300 RPM, which is typical for work applications. A flatter torque curve throughout the optimum range provides operational flexibility. Constant engine RPM management on the PowerStar 90 to 120 ensures consistent PTO speed throughout varying conditions to maximize performance and optimize fuel consumption.

Easy servicing

All routine service points are easy to access. Engine oil and fill points are conveniently accessed from the ground without lifting the hood. Underneath the flip-up hood, you can easily access more service points like the cooling package, which swings out to make cleaning fast and easy. The engine air filter is easy to check, clean, and replace. In addition, all PowerStar tractors benefit from industry-leading 600-hour service intervals.



Find just the right speed with tractor-tailored gearing.

You'll find the ideal speed with the gears you need on the standard 12x12 transmission, which features four synchronized gears in three ranges. The power shuttle is conveniently located on the left side of the steering column—perfect for loader work where direction changes are frequent.



Column-mounted shuttle

The power shuttle lever is located on the left-hand side of the steering console and features a dedicated forward, neutral, and reverse position. It makes direction changes easy, especially during loader applications or when working in confined spaces.

12x12 speeds with 4WD front axle and 18R34 tires		
Forward mph (kph)	Gear	Reverse mph (kph)
0.58 [0.94]	1	0.58 [0.94]
0.89 [1.44]	2	0.89 [1.44]
1.35 [2.17]	3	1.34 [2.16]
2.00 [3.22]	4	1.99 [3.21]
2.16 [3.48]	5	2.16 [3.47]
3.31 [5.33]	6	3.30 [5.31]
4.97 [8.00]	7	4.96 [7.98]
7.39 [11.89]	8	7.36 [11.85]
7.99 [12.86]	9	7.97 [12.82]
12.22 [19.67]	10	12.19 [19.61]
18.34 [29.52]	11	18.29 [29.44]
27.14 [43.68]	12	27.25 [43.68]



Speed when you need it

To help you get to your next job fast, a top speed of up to 27 mph (43 kph) is standard. PowerStar™ models equipped with a 2WD front axle have a top speed of 20 mph (40 kph).



Intuitive shifting

You'll enjoy easy shifting and convenient control placement. The range lever, located to your right at the bottom of the Command Arc console, provides three ranges. The gearshift lever is located above the range lever to the right of the loader joystick.

Creep through fields

If exceptionally slow speeds are part of your needs for tasks such as vegetable planting and harvesting, a 20x20 creeper option with a power shuttle lets you go as slow as 0.15-mph (0.24 kph). The creeper lever is located on the left-hand console for easy shifting into or out of creeper mode.

Durability and maneuverability—all in one.

Whether you need a simple 2WD axle for haying or a rugged, heavy-duty, limited-slip axle for loader work, you'll get the axle that's right for you and built to endure the rigors of farming.

4WD front axles

Loader work is demanding. You need a robust 4WD front axle and the PowerStar™ Series offers no exceptions. Limited-slip 4WD front axles with electrohydraulic engagement are standard. The standard front axle on the PowerStar 75, 90, 100, and 110 is built for work with a maximum capacity of 9,480 lbs. (4,300 kg). The three larger models can also be upgraded to the heavy-duty front axle that's standard on the PowerStar 120 and delivers 10,360 lbs. (4,700 kg) of maximum capacity.

To activate 4WD even on the go, simply press the rocker switch on the Command Arc console. For added stopping safety when braking with both pedals, the axle engages 4WD for four-wheel assisted braking. All axles have a 55° steering angle and 11° of oscillation for a tight turning radius—ideal for maneuvering into barns or mowing around obstacles.

Unlike some competitors' front-rim design, PowerStar tractors feature a continuous circumferential weld between the rim and the disc to withstand heavy-duty applications. This "waffle-style" rim also provides multiple spacing settings with the same wheel depending on where the rim is bolted. It's the same design used on all larger New Holland tractors.



2WD front axle

For a classic haymaking setup, equip your PowerStar tractor with the optional 2WD heavy-duty front axle. The 55° steering angle and 134-inch turning radius (without brakes) provide sharp turning—perfect for making turns at the end of your field. This axle has a capacity of 7,716 lbs. (3500 kg) and is limited to a top speed of 20-mph.



Rugged rear flange axles

Unlike some competitors, a PowerStar tractor's robust flange rear axle offers years of service. A standard-duty rear axle is standard on the PowerStar 75. The PowerStar 90, 100, and 110 feature a standard-duty flange type rear axle. These models can be upgraded to the heavy-duty flange axle that is standard on the PowerStar 120, with a heavier ring gear, planetary, sun, and final shafts. Regardless of the rear axle you choose, they're ready for demanding applications, offering impressive capacities up to 11,464 lbs. (5,200 kg).

The mechanical rear differential lock pedal is conveniently located directly below the seat for ease of engagement when needed.



It pays to "weight"

Four 110 lb. (50 kg) rear weights are optional to keep you grounded when using a front loader. You can still use these weights even if you need to flip the dish of the rim for narrow applications.

If heavy rear implements are part of your operation, a 133 lb. (60 kg) front weight carrier with six 88 lb. (40 kg) weights can be equipped from the factory on the PowerStar 75 for a total front weight package of 661 lbs. (300 kg). All larger models can be equipped with eight of these weights for a total of 837 lbs. (380 kg) of ballast.

Hefty hitch and hydraulics increase utility.

New Holland knows the ideal 3-point and hydraulic capacities you need on a utility tractor. That's why you'll find hefty 3-point hitch and impressive hydraulic capacity coupled to intuitive controls to ensure you accomplish all your tasks with power, ease, and comfort.



3-point hitch lift capacity

Whether you're moving a round bale, running a rotary mower, or pulling a small plow, impressive 3-point hitch lift capacity comes standard to lift through all types of tasks. The PowerStar™ 75 features a lift capacity of 3,664 lbs. (1,662 kgs), while all other models come standard with 5,620 lbs. (2,549 kgs). All models feature a category II hitch with flexible lower links and telescopic stabilizers.



Convenient mechanical draft controls

Mechanical draft control offers proven reliability and maintains a constant load with 3-point-mounted implements. Operation is simple. Control levers located to your lower right when in the seat let you adjust the mechanical draft control and raise and lower the lower arms. The standard single-lever Lift-O-Matic™ PLUS feature lets you quickly raise the rear hitch to a desired height or set max height and quickly lower the rear hitch to a predetermined lower limit. An optional external position lever, located on the inner side of the right rear fender, lets you raise and lower the rear hitch for easy implement hookup.



Hydraulic remote levers are within easy reach on the ergonomic Command Arc console. Color-coded levers and rear remotes simplify implement hookup by eliminating guesswork. Swiftly select from three positions: float, neutral, or extend. Two rear remotes can be installed from the factory, while a third remote can be added by your local New Holland dealer.

A stroke of convenience



Model	Implement pump gpm (l/min)	Steering pump gpm (l/min)	Total flow gpm (l/min)	Number of remotes	3rd remote option
PowerStar™ 75	12.9 (48.9)	9.5 (36)	22.4 (84.8)	2 open center with detent	DIA
PowerStar™ 90 - 120	16.9 (63.8)	9.7 (37)	26.6 (100.8)	2 open center with detent	DIA

Ample hydraulic flow means responsive loader and implement work. The precision-engineered, open-center hydraulic system is designed with loaders in mind. It features a dedicated steering pump to maintain steering accuracy without compromising loader cycle times. A combined total flow of 22.4 gpm (84.8 l/min) is standard on the PowerStar 75, while 26.6 gpm (101 l/min) is standard on all other models.

Standard hydraulics



The pull and push of a button
All PowerStar tractors feature a fully independent hydraulic 540-PTO that's easy to activate with a pull of the yellow PTO knob on the Command Arc console. When you're finished running your implement, simply push the button down on the knob to shut it off. A 540/1000-PTO with interchangeable shafts is optional on the PowerStar 90, 100, and 110 and standard on the PowerStar 120.

Lift your productivity and versatility.

A PowerStar™ tractor partnered with a factory-installed LU Series loader is the perfect duo for loader work. With the conveniently placed joystick and power shuttle, superior visibility with the high-visibility roof panel and curved loader arms, and responsive hydraulic and engine power, you'll lift your productivity and versatility to new heights.

Loads of choices

Four LU Series models are available. The 710LU and 715LU are perfect for standard-duty applications and come as mechanical-self-leveling (MSL) and non-self-leveling (NSL), respectively. The 720LU and 725LU offer heavy-duty capacity in the same respective leveling styles. Mechanical self-leveling loaders help save you time because the linkage keeps your attachment at the same angle relative to the ground as you raise or lower the loader without the need to constantly curl or level. This is especially helpful if you move lots of pallets where maintaining the same plane throughout the lift cycle is important. You can also choose a skid-steer-style or Euro-style quick attach faceplate. An optional factory-installed 3rd function diverter valve runs attachments like a grapple bucket or bale grabber.



Precise joystick

The loader joystick is located on the Command Arc console. Two buttons on the front of the joystick provide 3rd function control for attachments like grapple buckets.



Easy on, easy off

Don't need your loader in the field? Removal and installation are easy and take just minutes. No tools are needed. Here's how:

- 1 On a level surface, lower and pin the integrated loader stands that are stored on the front of the loader arms.
- 2 Lift up on the locking system handle on both sides of the loader to push the pins into the unlock position.
- 3 Lift the loader off the brackets with the joystick.
- 4 After the loader is clear of the brackets, unhook the hydraulics.
- 5 Back the tractor away.



Model		710LU*	715LU*	720LU**	725LU**
Type		NSL	MSL	NSL	MSL
Max lift height	in. (mm)	126.3 (3209)	125.9 (3199)	134 (3405)	135 (3430)
Lift capacity at pivot pins	lbs. (kg)	3461 (1572)	3573 (1621)	3849 (1746)	4204 (1907)
Lift capacity to 31.5 in. / 800 mm from pivot point	lbs. (kg)	2478 (1124)	3179 (1442)	2632 (1194)	3428 (1555)
Dump angle at full height	degrees	60	60	60	60
Dump clearance	in. (mm)	93 (2362)	93 (2362)	101 (2565)	102 (2591)
Rollback angle at ground	degrees	45	40	44	40
Bucket width	in. (mm)	84 (2134)	84 (2134)	84 (2134)	84 (2134)
Bucket struck capacity	cu. yd. (cu m)	.68 (.52)	.68 (.52)	.68 (.52)	.68 (.52)
Bucket heaped capacity	cu. yd. (cu m)	.91 (.70)	.91 (.70)	.91 (.70)	.91 (.70)
Skid-steer-style faceplate attachment		○	○	○	○
Euro-style faceplate attachment		○	○	○	○
PowerStar 75		○	○	—	—
PowerStar 90, 100, 110, & 120		○	○	○	○

○ Optional — Not available *710LU and 715LU on PowerStar 75 only available with skid-steer-style faceplate **720LU and 725LU incompatible with 2WD front axle

Servicing is fast and simple, just the way you want it.

The PowerStar™ Series has been designed with easy maintenance in mind. When it's time for routine maintenance, all service points are easy to access. What's more, 600-hour service intervals mean your PowerStar tractor will spend more time working on your farmstead and fields and less time in the shop.

Easily remove or replace the cab air filter

No Diesel Particulate Filter (DPF) to change

Flip-up hood opens for full-access servicing



Engine air filter is easy to check, clean, or replace without tools



Cooling package swings and slides out to make cleaning fast and easy



Engine oil dipstick and fill point are easy to access without lifting the hood, making routine maintenance checks fast and simple



Precision technology for every operation

Unlock a new level of productivity with affordable, user-friendly precision tools.

- The lightweight, water-resistant **Raven CR7™ display** delivers scalable guidance and data management for both cab and ROPS platforms.
- New Holland's **value line telematics offering** is a cost-efficient connectivity solution for GPS track-and-trace, vehicle parameters, and proactive maintenance.

Talk to your New Holland dealer about how precision tools could benefit your operation.

MODELS		PowerStar™ 75	PowerStar™ 90	PowerStar™ 100	PowerStar™ 110	PowerStar™ 120
Engine						
Make		FPT F5C	FPT F5C	FPT F5C	FPT F5C	FPT F5C
Type		4-cylinder diesel	4-cylinder diesel	4-cylinder diesel	4-cylinder diesel	4-cylinder diesel
Displacement	cu. in. [L]	207 [3.4]	207 [3.4]	207 [3.4]	207 [3.4]	207 [3.4]
Gross engine horsepower		74	86	99	107	117
PTO horsepower		65	73	85	93	100
Rated engine speed	rpm	2300	2300	2300	2300	2300
Aspiration		Turbocharged/ aftercooled	Turbocharged/ aftercooled	Turbocharged/ aftercooled	Turbocharged/ aftercooled	Turbocharged/ aftercooled
Emissions		Tier 4B DOC + Light CEGR	Tier 4B ECOBlue™ Compact HI-eSCR + Light CEGR	Tier 4B ECOBlue™ Compact HI-eSCR + Light CEGR	Tier 4B ECOBlue™ Compact HI-eSCR + Light CEGR	Tier 4B ECOBlue™ Compact HI-eSCR + Light CEGR
Service interval	hours	600	600	600	600	600
Operator's Platform						
Cab		●	●	●	●	●
ROPS		○	○	○	○	○
Transmission						
12x12 power shuttle		●	●	●	●	●
20x20 power shuttle with creeper		○	○	○	○	○
Top speed – 4WD front axle	mph [kph]	27 [43]	27 [43]	27 [43]	27 [43]	27 [43]
Top speed – 2WD front axle	mph [kph]	20 [30]	20 [30]	20 [30]	20 [30]	20 [30]
3-point Hitch						
Lift capacity @ 24"	lbs. [kg]	3664 [1662]	5620 [2549]	5620 [2549]	5620 [2549]	5620 [2549]
Category		2	2	2	2	2
Hydraulics						
2 rear remotes		●	●	●	●	●
3 rd rear remote DIA kit		○	○	○	○	○
Implement pump flow	gpm [L/min]	12.9 [48.9]	16.9 [63.8]	16.9 [63.8]	16.9 [63.8]	16.9 [63.8]
Steering pump flow	gpm [L/min]	9.5 [36]	9.7 [37]	9.7 [37]	9.7 [37]	9.7 [37]
Total flow	gpm [L/min]	22.4 [84.8]	26.6 [100.8]	26.6 [100.8]	26.6 [100.8]	26.6 [100.8]
PTO						
540		●	●	●	●	—
540/1000		—	○	○	○	●
Capacities						
Fuel tank	gal. [L]	23.8 [90]	30.3 [114.7]	30.3 [114.7]	30.3 [114.7]	30.3 [114.7]
DEF tank	gal. [L]	—	2.8 [10.6]	2.8 [10.6]	2.8 [10.6]	2.8 [10.6]
Dimensions						
Weight – cab/4WD	lbs. [kg]	6239 [2830]	8157 [3700]	8157 [3700]	8157 [3700]	8157 [3700]
Weight – cab/2WD	lbs. [kg]	5622 [2550]	7473 [3390]	7473 [3390]	7473 [3390]	7473 [3390]
Weight – ROPS/4WD	lbs. [kg]	—	7672 [3480]	7672 [3480]	7672 [3480]	7672 [3480]
Weight – ROPS/2WD	lbs. [kg]	—	6988 [3170]	6988 [3170]	6988 [3170]	6988 [3170]
A Overall width	in. [mm]	75.6 [1922]	75.7 [1923]	75.7 [1923]	75.7 [1923]	75.7 [1923]
B Overall height – cab roof	in. [mm]	97.9 [2486]	102.1 [2594]	102.1 [2594]	102.1 [2594]	102.1 [2594]
B Overall height – top of ROPS	in. [mm]	—	106.5 [2706]	106.5 [2706]	106.5 [2706]	106.5 [2706]
C Overall length – 4WD	in. [mm]	151.0 [3836]	160.9 [4086]	160.9 [4086]	160.9 [4086]	160.9 [4086]
C Overall length – 2WD	in. [mm]	152.9 [3884]	163.1 [4144]	163.1 [4144]	163.1 [4144]	163.1 [4144]
D Front weights length	in. [mm]	10.1 [258]	10.3 [262]	10.3 [262]	10.3 [262]	10.3 [262]
E Wheelbase – 4WD	in. [mm]	83.9 [2132]	89.9 [2285]	89.9 [2285]	89.9 [2285]	89.9 [2285]
E Wheelbase – 2WD	in. [mm]	85.8 [2180]	92.2 [2343]	92.2 [2343]	92.2 [2343]	92.2 [2343]

● Standard ○ Optional — Not available





VALUE, SERVICE AND SOLUTIONS

There's a certain way of thinking that comes from living on a farm. Farming takes equal parts brain and brawn. Not to mention thick skin, calloused hands and a fair share of know how. Seasoned farmers know it helps to have equipment that's built by farmers, sold by farmers and used by farmers.

Support at every step. When you place your confidence in New Holland agricultural equipment, you get the finest in local support. Your New Holland dealer understands the many challenges you face and stands behind you at every step with the equipment, parts, service and financial solutions to make your job easier. Look to New Holland for a complete selection of equipment, including a full line of tractors, hay & forage equipment, harvesting, crop production and material handling equipment.

Quality parts and service. Turn to your New Holland dealer after the sale for expert, factory-trained service and genuine New Holland-branded parts. Your dealer has the very latest service updates and training to ensure your equipment keeps working productively season after season.

Financing solutions. Your New Holland dealer can tell you about smart ways to turn your financial challenges into opportunities with a portfolio of innovative financial services available through CNH Industrial Capital, including customized financing, leasing, insurance and the purchasing convenience of a Commercial Revolving Account.

For reliable equipment, parts and service — or just honest advice on farming and finance — turn to New Holland and your trusted New Holland dealer. We know. We're farmers, too.



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Safety begins with a thorough understanding of the equipment. Always make sure you and your operators read the Operator's Manual before using the equipment. Pay close attention to all safety and operating decals and never operate machinery without all shields, protective devices and structures in place.

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Precise joystick

The loader joystick is located on the Command Arc console. Two buttons on the front of the joystick provide 3rd function control for attachments like grapple buckets.



Easy on, easy off

Don't need your loader in the field? Removal and installation are easy and take just minutes. No tools are needed. Here's how:

- 1 On a level surface, lower and pin the integrated loader stands that are stored on the front of the loader arms.
- 2 Lift up on the locking system handle on both sides of the loader to push the pins into the unlock position.
- 3 Lift the loader off the brackets with the joystick.
- 4 After the loader is clear of the brackets, unhook the hydraulics.
- 5 Back the tractor away.



Model		710LU*	715LU*	720LU**	725LU**
Type		NSL	MSL	NSL	MSL
Max lift height	in. (mm)	126.3 [3209]	125.9 [3199]	134 [3405]	135 [3430]
Lift capacity at pivot pins	lbs. (kg)	3461 [1572]	3573 [1621]	3849 [1746]	4204 [1907]
Lift capacity to 31.5 in. / 800 mm from pivot point	lbs. (kg)	2478 [1124]	3179 [1442]	2632 [1194]	3428 [1555]
Dump angle at full height	degrees	60	60	60	60
Dump clearance	in. (mm)	93 [2362]	93 [2362]	101 [2565]	102 [2591]
Rollback angle at ground	degrees	45	40	44	40
Bucket width	in. (mm)	84 [2134]	84 [2134]	84 [2134]	84 [2134]
Bucket struck capacity	cu. yd. (cu m)	.68 [.52]	.68 [.52]	.68 [.52]	.68 [.52]
Bucket heaped capacity	cu. yd. (cu m)	.91 [.70]	.91 [.70]	.91 [.70]	.91 [.70]
Skid-steer-style faceplate attachment		○	○	○	○
Euro-style faceplate attachment		○	○	○	○
PowerStar 75		○	○	—	—
PowerStar 90, 100, 110, & 120		○	○	○	○

○ Optional — Not available *710LU and 715LU on PowerStar 75 only available with skid-steer-style faceplate **720LU and 725LU incompatible with 2WD front axle

ROTARY MOWERS THE “TIGER” RED-WING MOWERS



5 YEAR
LIMITED GEARBOX
WARRANTY

The “Tiger” Red-Wing Heavy Duty Mowers, designed and built by Hardee by EVH, give you a choice of 4 different heavy duty gearboxes with 2" output shafts. They have round blade carriers with free-swinging blades, shielded "Slip Clutch" drive and replaceable skid shoes. Equipped with heavy duty “Self Leveling” type Hitch with swivel clevis, adds ease and convenience. Stroke control blocks come on center lift cylinder for depth precision. Hydraulic wing lift cylinders and transport locks for wing(s). Springs on all Wheels. All Hardee by EVH Mowers come standard with rubber shielding (front and rear).

SPECIFICATIONS		
	T-9510-PTW	T-9515-PTW
CUTTING WIDTH	10'	15'
OVERALL WIDTH	10' 10"	15' 7" (TWO WINGS)
OVERALL LENGTH	14' 10"	
TRANSPORT WIDTH	8' 2"	
MAX. TOTAL WEIGHT	3,950 lbs	4,850 lbs
TONGUE WEIGHT	1,450 lbs	
TRACTOR HP	65 – 100 HP	85 – 150 HP
BLADE TIP SPEED	13,625 – 14,280 FT/Min	
BLADE SIZE	½" x 3-½" with 6" OVERLAP	
WING FOLD	90° UP – 27° DOWN	

REQUIREMENTS / OPTIONS	
GEARBOX	
90 HP, 540 RPM	
90 HP, 1,000 RPM	
125 HP, 540 RPM	
125 HP, 1,000 RPM	
DRIVESHAFT	
540 RPM – 1 3/8" 6 Spline	
1,000 RPM – 1 3/8" 21 Spline	
Constant Velocity 540 RPM – 1 3/8" 6 Spline	
Constant Velocity 1,000 RPM – 1 3/8" CAT. 6	
Constant Velocity 1,000 RPM – 1 ¼" CAT. 6	
WHEELS	
6.00 X 9, Laminated Tires, 5 on 5 ½, Set of 3 OR 4	
6.00 X 9, Laminated Tires, 5 on 5 ½, Set of 5 OR 6	
Airplane Tires, 5 on 5 ½, Set of 5 OR 6	
CHAIN GUARDS	
Front Chain Guards – Two OR Three Section Mower	
Rear Chain Guards – Two OR Three Section Mower	
Front Double Chain Guards Complete	
Rear Double Chain Guards Complete	