



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

# Request for Quotation

RFQ NUMBER
709C0009

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2402

VENDOR

\*709015804      724-437-1578  
 UNIONTOWN INDUSTRIAL EQUIP CO  
 2266 UNIVERSITY DR  
 LEMONT FURNACE PA 15478

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201      304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/14/2009				

BID OPENING DATE: 01/28/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		060-74		
REPLACEMENT PARTS FOR LOADER, BACKHOE  OPEN END CONTRACT  TO PROVIDE TEREX MODEL TX760B LOADER, BACKHOE BOOM SWIVEL PARTS OR EQUAL WHICH MAY BE REQUIRED BY THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.  THIS CONTRACT EXCLUDES THE PURCHASE OF WHOLE UNIT COMPONENTS WHICH MAY BE LISTED WITHIN THE MANUFACTURERS PRICE LIST.  THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1						

**RECEIVED**

2009 JAN 26 P 1:03

PURCHASING DIVISION  
STATE OF WV

SIGNATURE <i>Michael Austin</i>			TELEPHONE (724) 437-1578		DATE 1/22/09
TITLE V. PRESIDENT	FEIN 25-1389795	ADDRESS CHANGES TO BE NOTED ABOVE			

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Austin</i>	TELEPHONE (724) 437-1579	DATE 1/22/09
TITLE V. PRESIDENT	FEIN 25-1389795	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: ..709C0009...</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE		DATE	
<i>Michael Austin</i>						(724) 437-1578		1/22/09	
TITLE			FEN			ADDRESS CHANGES TO BE NOTED ABOVE			
V. PRESIDENT			25-1389795						

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN**  
**304-558-2402**

VENDOR

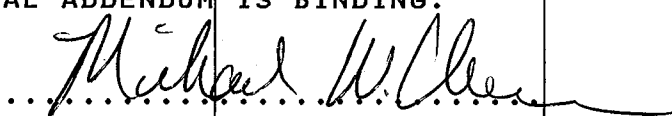
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 UNIONTOWN INDUSTRIAL EQUIP CO  
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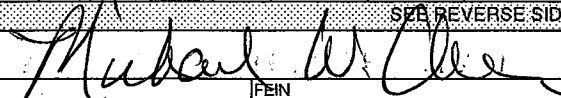
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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;">             .....            SIGNATURE            Uniontown Industrial Equipment Co Inc.            COMPANY            1/22/09            .....            DATE         </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE (724) 437-1578	DATE 1/22/09	
TITLE V. PRESIDENT	FEIN 25-1389795	ADDRESS CHANGES TO BE NOTED ABOVE	

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\*709015804 724-437-1578  
UNIONTOWN INDUSTRIAL EQUIP CO  
2266 UNIVERSITY DR  
  
LEMONT FURNACE PA 15478

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DIVISION OF HIGHWAYS  
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	REV. 11/96					
	<p style="text-align: center;"><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 709C0009</p> <p>BID OPENING DATE: 01/28/2009</p> <p>BID OPENING TIME: 01:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>(724) 437-2098</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Michael Walker</i>	(724) 437-1578	1/22/09

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
V. PRESIDENT	25-1389795	

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**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN**  
**304-558-2402**

VENDOR

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- MICHAEL W. CLOWER -----						
***** THIS IS THE END OF RFQ 709C0009 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael W. Clower</i>	TELEPHONE (724) 437-1578	DATE 1/22/09
TITLE V. PRESIDENT	FAX 25-1389795	ADDRESS CHANGES TO BE NOTED ABOVE

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This contract provides for the updating of the manufacturers price lists only, and the percent of discount remains constant throughout the life of contract. If the manufacturer changes parts numbers, add new parts, makes price changes, such changes may be obtained by submitting copies of the manufacturers changes of the published price list to all agencies listed .

Any late changes from the indicated delivery schedule without prior approval by the Division of Highways may be cause for cancellation.

**ORDERING INFORMATION:** Parts orders against this contract may be placed by the WV DOH Equipment Division and the ten (10) WVDOH District locations as listed . These parts orders may be placed by telephone and /or facsimile.

**METHOD OF PAYMENT:** The Purchasing card (Visa) is the preferred method of payment. Vendor must supply a credit receipt, sales receipt, or cash register receipt. Vendor shall not charge until parts are shipped.

**PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a VISA purchasing card program which is issued through a local bank. The successful vendor must accept the State of West Virginia VISA purchasing card for payment of all orders placed by any state agency.

**DELIVERY:** Delivery shall be made to the WVDOT/DIVISION OF HIGHWAYS locations as shown on Page 10.

**ALL SHIPMENTS ARE TO BE FOB DESTINATION.**

**FREIGHT CHARGE WILL ONLY BE ALLOWED FOR 24 HR. SERVICE.**

Delivery is an integral part of this contract and failure to comply will be cause to initiate a D.O.T Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts, supplies, etc.

All warranty claims that require field service shall be done by the vendor at no cost to the WV Division of Highways.

The vendor shall furnish any technical engineering service which might be needed in the proper installation of these parts at no extra cost to the WV Division of Highways.

**Material Safety Data Sheet:** In addition to meeting current Federal & State laws and requirements concerning Hazardous Chemicals, vendor shall forward with shipment a proper and current Material Safety Date Sheet (MSDS) to the Equipment Division in Buckhannon. Furthermore, vendor shall furnish the State and/or its agencies additional MSDS as requested. By offering and signing a bid response the vendor agrees to these conditions.

The vendor will furnish the State of West Virginia with current price lists and supplement sheets as published by each manufacturer as listed above, manuals and catalogs as may be required. The Department of Highways cannot process invoices for payment until the most current price list is received. Also the State Auditors Office will not approve any invoices for payment without the most current price list. **ALL DETAILS PERTAINING TO THE PRICE LISTS AND SUPPLEMENTS WILL BE HANDLED BY THE PROCURMENT OFFICE OF THE WEST VIRGINIA DIVISION OF HIGHWAYS, CHARLESTON, WV.** The Division of highways reserves the right to revise this section of the contract pertaining the district listing should the amount of the districts increase. The afore mentioned price lists should be forward directly to the addresses listed below:



Vendor must guarantee that he will maintain in his warehouse adequate stock to supply the needs of the WV Division of Highways at all times. ORDERS MUST NOT BE HELD BY THE VENDOR UNTIL A MAXIMUM ORDER POINT HAS BEEN REACHED. Orders should be delivered in a MAXIMUM OF THREE (3) WORKING DAYS OR THE WVDIVISION OF HIGHWAYS PARTS EXPEDITOR MAY GO OFF CONTRACT TO PURCHASE THE PARTS ON THE OPEN MARKET AFTER 5 DAYS WITH THEAPPROVAL OF THE EQUIPMENT DIVISION DIRECTOR OR/THE DISTRICT EQUIPMENT SUPERVISOR OR HIS DESIGNEE. ALL OPEN MARKETPURCHASES MUST BE MADE IN ACCORDANCE WITH THE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION REGULATIONS.

A restocking charge can only be attached by the vendor with prior mutual consent. Any new parts placed on the market by the manufacturer during the contract period shall be made available to the WV Division of Highways at the Manufacturers published Fleet price less the discount listed above.

All deliveries of merchandise and/or shipping documents at each organization must be properly marked on the outside of the carton showing the WV Division of Highways Purchase Order Number. Any material delivered without this information on the outside of the carton or on documents will be returned to the shipper at shipper expense.

**BID SCHEDULE****DESCRIPTION – WAIN ROY SIDE ANGLE COUPLER SYSTEM**

	<b>Unit Price</b>
<b>1. NEW MANUAL SWINGER SIDE ANGLE COUPLER SYSTEM, 40 DEGREE ANGLE</b>	<u>\$2,500.00</u>
<b>2. AUXILLARY HYDRAULIC KIT FOR COUPLER</b>	<u>\$3,200.00</u>
<b>3. NEW 36" GRADING BUCKET WITH BOLT ON EDGE</b>	<u>\$1,100.00</u>

**MUST HAVE CAPABILITY OF QUICK DISCONNECT BUCKET BY REMOVAL OF PIN.**

**MUST BE COMPATABLE WITH BUCKET SUPPLIED BY MANUFACTURER CURRENTLY ON HOE.**

**EXISTING WAIN ROY BUCKET MUST FIT UNIT QUOTED.**

***Equipment Division***

WV Division of Highways  
 PO Box 610  
 Buckhannon, WV 26201  
 ATTENTION: Kevin Riley (FOUR COPYS)

WVDOT/Division of Highways  
 D-1  
 1340 Smith St.  
 Charleston, WV 25301  
 Attn: Melissa Mullens

WVDOT/Division of Highways  
 D-2  
 Po. Box 880  
 Huntington, WV 25712  
 Attn: Keith Chapman

WVDOT/Division of Highways  
 D-3  
 626 Depot St.  
 Parkersburg, WV 26101  
 Attn: Mark Kimes

WVDOT/Division of Highways  
 D-4  
 P.O. BOX 2570  
 Clarksburg, WV 26301  
 Attn: John Bartlett

WVDOT/Division of Highways  
 D-5  
 PO BOX 99  
 BURLINGTON, WV 26710  
 Attn: Pat Broadhurst

WVDOT/Division of Highways  
 D-6  
 1 DOT Drive.  
 Moundsville, WV 26041-2353  
 Attn: Carol Ryan

WVDOT/Division Highways  
 D-7  
 Drawer 1228  
 Weston, WV 26452  
 Attn: Melissa Jordan

WVDOT/Division of Highways  
 D-8  
 PO Box 1516  
 Elkins, WV 26241  
 Attn: Debbie Barnett

WVDOT/Division of Highways  
 D-9  
 103 ½ Church Street  
 Lewisburg, WV 24901  
 Attn: Keith Brown

WVDOT/Division of Highways  
 D-10  
 270 Hardwood Lane  
 Princeton, WV 24740  
 Attn: Tommy Camden

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
X Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:
Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked:
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
X Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Uniontown Industrial Equip Signed: [Signature]
Date: 1/22/09 Title: V. PRESIDENT

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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 <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Uniontown Industrial Equipment Co. Inc.

Authorized Signature:  Date: 1/22/09

# WAIN ROY<sup>®</sup> SWINGER<sup>®</sup> COUPLER SYSTEM

featuring

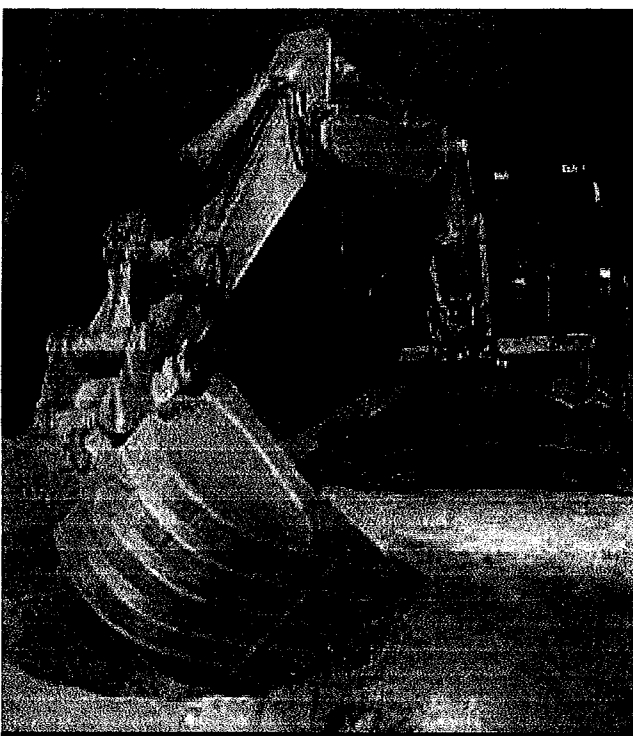
SERIES 2XLS  
WAIN ROY EXTENDED LIFE SYSTEM



HYDRAULIC  
SIDE ANGLE COUPLER  
SYSTEM



**WOODS<sup>®</sup>**



## OVERVIEW - SIDE ANGLE COUPLER

The hydraulically-rotated side angle coupler is designed to maximize the tool handling capability of tracked and rubber-tired excavators and standard and extend-boom tractor-loader-backhoes while retaining the efficient mounting characteristics of rigid style quick change coupler systems.

The side angle coupler allows the attachment to be maneuvered laterally up to a total of 90° providing a greater degree of flexibility, precision, and control over a number of applications and conditions. Even in the most common tasks the increased maneuverability of the attachment can extend productivity and efficiency by requiring that the machine be repositioned less frequently.

The side angle coupler accepts a variety of common attachments including ditching, grading, v-ditching, trenching and Jaw® buckets. In addition it accepts grapples, hydraulic breakers, vibratory compactors and single point rippers for use in a wide range of construction, excavation and demolition applications.

### Ditching, grading and trenching.

The side angle coupler is especially well suited to applications on a berm or an embankment as well as ditching, grading, or trenching operations requiring angling or digging underneath fixed objects such as old pipe or underground tanks.

### Demolition and clearing.

A side angle coupler allows accurate maneuvering of hydraulic breakers to break up small material. Also, with Jaw® or grapple attachments, easily separate excess soil from tree roots or separation of concrete from rebar prior to disposal.

### Landscaping.

With a side angle coupler the bucket can be tilted to more evenly pour and distribute material. Utilize this coupler system with a grapple or Jaw® bucket, to precisely place plantings and rocks.



**SHORTER  
TIP RADIUS**



**PROTECTED  
HYDRAULICS**

Recognized as the industry leader in rigid quick change coupler systems, the Wain Roy® brand is renowned for innovation and reliability. The Wain Roy Swinger® side angle coupler is no different, designed to provide the same rugged level of service, the same innovative technology and the same time saving benefits as our rigid system in a horizontally articulated side angle coupler.

### Series 2XLS technology.

Groundbreaking and revolutionary, the Wain Roy Swinger coupler system utilizes Series 2XLS technology, a patented fulcrum plate design that significantly reduces the destructive free-play between coupler and attachment and allows precise refitting with simple hand tools.

### Efficient.

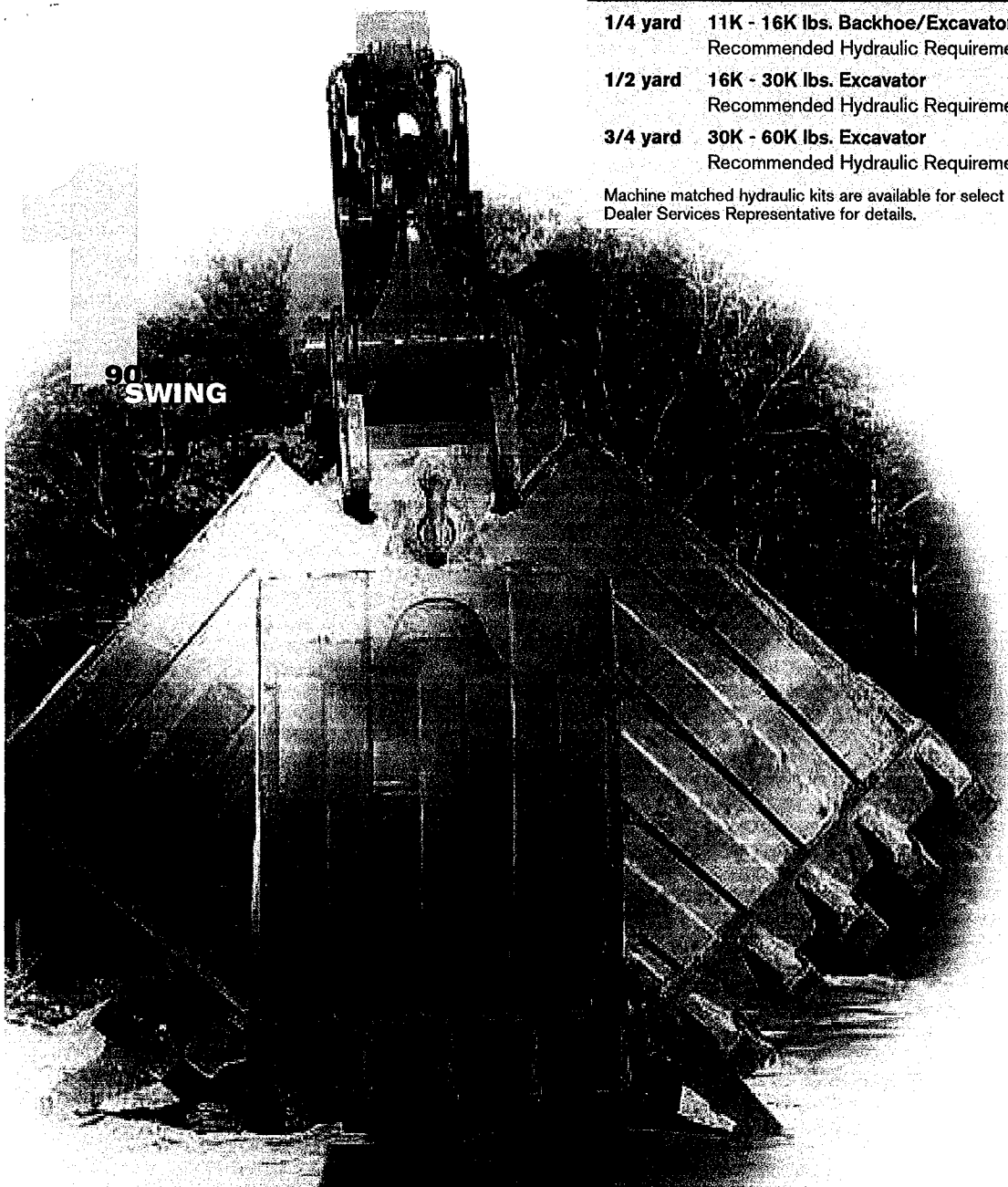
A quick change coupler, the Swinger system allows for the easy attachment of a variety of productive tools to your machine in minutes, making multiple accessory changeovers a simple task.

### Universal.

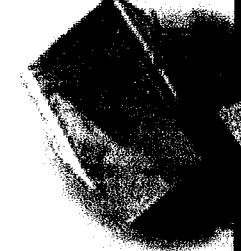
Each of our versatile quick attach tools is designed to smoothly fit up with any brand or model machine equipped with a Wain Roy Swinger.

<b>1/4 yard</b>	<b>11K - 16K lbs. Backhoe/Excavator</b>	<b>225 - 275 coupler lbs.</b>
	Recommended Hydraulic Requirements	10 - 15 GPM, 3,500 PSI max
<b>1/2 yard</b>	<b>16K - 30K lbs. Excavator</b>	<b>400 - 500 coupler lbs.</b>
	Recommended Hydraulic Requirements	10 - 15 GPM, 3,500 PSI max
<b>3/4 yard</b>	<b>30K - 60K lbs. Excavator</b>	<b>800 - 1,000 coupler lbs.</b>
	Recommended Hydraulic Requirements	10 - 15 GPM, 3,500 PSI max

Machine matched hydraulic kits are available for select models, please contact your Woods Dealer Services Representative for details.



DITCHING BUCKET



RIPPER BUCKET



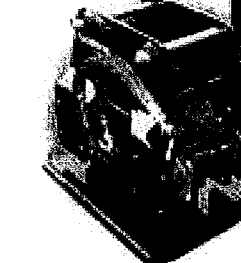
GRAPPLE



BUCKET JAW



COMPACTOR



## WAIN ROY SWINGER® COUPLER SYSTEM

### features

The Swinger allows an operator to rotate the attachment up to a total of 90° for greater control and flexibility across many common applications.

All Wain Roy brand couplers are designed to make multiple tool changeovers quick and easy.

A short tip radius design allows for significant digging forces.

The exclusive design features stationary external hose connections which eliminate binding or pinching. The hydraulic cylinder is positioned to minimize movement and provide protection from debris and is uncomplicated in design for easy maintenance.

While the new Series 2XLS style hook is up to 40% stronger than prior designs, it is engineered to continue to fit older model attachments.

### applications & attachments

Use in landscape and golf course maintenance for effective operation on berms, hills and embankments. Use in utility contracting to dig underneath laid pipes. Use to excavate foundations and swimming pools, clean canals, or finish grade. The Swinger coupled with a **Wain Roy ditching**, grading, hi-cap, trenching or **Ripper Bucket®** is a highly versatile combination.

Angle the bucket and use the corner to break up frozen or compacted ground. When pouring material, angle the bucket to achieve finer placement and more even distribution.

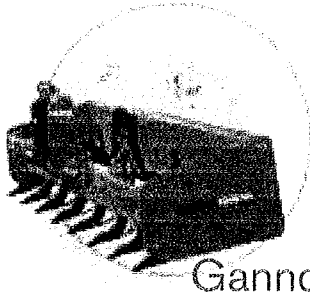
Pull stumps and shake off excess dirt, clear roads, separate rebar from concrete, or precisely place stones, pipe, or plantings with the Swinger coupler and a **Wain Roy Jaw®** bucket or **hydraulic grapple**.

A Gannon® brand **vibratory driver/compactor** and Swinger coupler combination facilitates positioning of compactor in trench compaction and post driving applications.

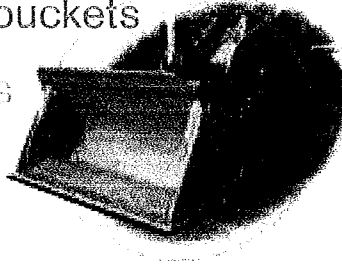


# WOODS CONSTRUCTION EQUIPMENT

Tools for productivity



Woods® multi-purpose  
loader buckets  
hydraulic  
couplers  
compactors



Gannon® industrial  
box scrapers

jaw grapple



Wain-Roy® quick change  
swinger couplers

buckets  
ripper buckets  
loader backhoe  
buckets



skid steer

CF® excavator buckets

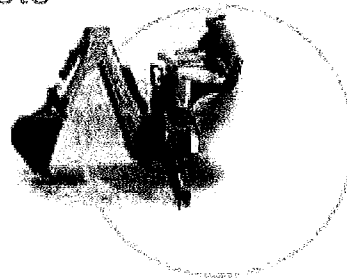
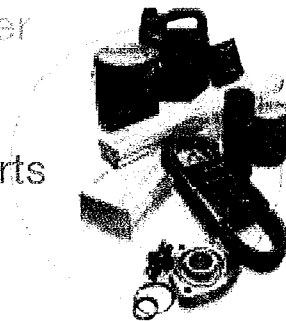
mining buckets  
attachments  
landscape tools  
backhoes  
cold planers



Alitec® vibratory rollers

stump grinder

WoodsCare™  
genuine  
repair parts



We manufacture a world of tools to make you more productive.

WoodsConstruction™ supplies buckets, coupler systems, and other attachments for construction applications.

WoodsAgricultural™ offers tractor-powered productivity tools for cutting, shredding, and specialty agricultural applications.

WoodsLandscape™ provides tractor and self-powered tools for mowing, landscaping, and general grounds care.

WoodsCare™ provides parts and services for the total ongoing care of your Woods equipment.

WoodsTisco™ supplies a comprehensive line of aftermarket replacement parts and accessories.

For more information: 1-800-848-3447

## Woods Equipment Company

151 Suffolk Lane  
Gardner, Massachusetts 01440

800-848-3447 tel

978-632-6808 fax

[www.woodsonline.com](http://www.woodsonline.com)

# WOODS®

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