

**BID SUBMITTAL FORM**  
**Alabama County Joint Bidding Program**  
**BID ITEM – 100 HP HYDROSTATIC BULLDOZER – OPTION B**

Company Name: THOMPSON TRACTOR COMPANY

Address: P.O. BOX 10367  
BIRMINGHAM, AL 35202-0367

Bid Submitted by: JAY SMITH  
(Name of company representative)

Title: SALES OPERATIONS MANAGER E-mail address: JAYSMITH@THOMPSONTRACTOR.COM

Phone: (205) 849-4242 Fax: (205) 849-4394

By submitting this bid, we agree:

Initials

The equipment model number identified below meets the bid specs for this bid item.

JAS

That the bid price will be honored for all counties for the period from Jan. 1, 2021 to Dec. 31, 2021.

JAS

The equipment will be delivered at the bid price to all counties participating in the joint bid program

JAS

The company representative listed above will be the contact person for purchasing this bid item under the joint bid program

JAS

The bid is accompanied by a current catalog or model specification document for the model number identified below

JAS

The bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications

JAS

The bid includes the e-verify documentation required by Alabama law

JAS

If awarded the bid, a performance bond will be provided upon request

JAS

The bid documents include the **Manufacturer's Suggested Retail Price Sheet (MSRP) for the Standard Machine.**

JAS

## 100 HP HYDROSTATIC BULLDOZER – OPTION B

Total Bid Price for Standard Machine: \$ 142,230

(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs)\*

Freight Preparation and Delivery: \$ 3,411

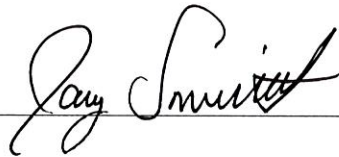
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 198,312

Equipment Model #: CATERPILLAR D3 LGP

Description: TRACK TYPE TRACTOR

Signature of company representative submitting bid: \_\_\_\_\_



Title: SALES OPERATIONS MANAGER

\* **NOTE:** Award will be made based on the total cost of the **Standard Machine**. The total cost of the standard machine is to include the freight preparation, delivery and standard warranty cost. Freight preparation, delivery will be excluded from the total bid price of the standard machine in determining the percentage discount for any available options.

## BID SUBMITTAL FORM: OPTION COST SHEET 100 HP HYDROSTATIC BULLDOZER – OPTION B

By submitting this bid, we agree:

To offer any available options at the percent difference between the Manufacturer's Suggested Retail Price Sheet and the actual bid price on the Standard Machine\*

JB

The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) with **any available Options** for the Standard Machine

JB

Equipment Model #: CATERPILLAR D3 LGP

Description: TRACK TYPE TRACTOR

Signature of company representative submitting bid: \_\_\_\_\_

Jay Smith

Title: SALES OPERATIONS MANAGER

**\*Note:** The percent difference between the **Manufacturer's Suggested Retail Price Sheet (MSRP)** for the standard machine as specified by these **Bid Specifications** and the actual price bid by the vendor will be calculated to determine the percentage discount to be applied to any available options. The bid price of the freight preparation, delivery cost shall be excluded in determining the percentage discount to be applied to available options. Any individual county may choose to add any available option to the standard machine at the percentage discount at the time of purchase.

D3 LGP	100 HP HYDROSTATIC BULLDOZER OPTION B	2021 PRICING
558-8528	D3 LGP TRACTOR, 30" TRACK	\$170,761
558-8529	CAT C3.6 ENGINE	\$9,353
550-6018	AIR CLEANER WITH PRECLEANER	\$525
397-4328	SALT UNDERCARRIAGE	\$0
286-4307	30" MS, SALT, LGP TRACK	\$0
558-8535	3 VALVE STANDARD HYDRAULICS	\$0
558-8560	PITCH CONTROL	\$0
394-1851	6 HALOGEN LIGHTS	\$322
558-8544	ROPS CANOPY W/ HEATER	\$0
552-3237	OPOPS TENSIONER CANOPY	\$0
559-5725	VINYL SEAT	\$0
558-8550	SOUND SUPPRESSION OMISSION	\$0
558-8570	GRADE CONTROL W/ SLOPE ASSIST W/ REARVIEW CAMERA	\$7,474
551-2972	CELLULAR PRODUCT LINK PLE642	\$0
550-6050	HEAVY DUTY RADIATOR GRILL	\$732
397-4288	REAR GUARD	\$1,747
557-1407	HEAVY DUTY 30" BELLY GUARD	\$884
244-7433	STANDARD DRAWBAR	\$0
244-7503	COUNTERWEIGHT OMISSION	\$0
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0
282-3675	CENTER TRACK GUIDING GUARD, SALT	\$879
577-4297	BLADE, D5K LGP	\$5,636
	TOTAL BID PRICE FOR STANDARD MACHINE	\$142,230
	FREIGHT PREPARATION AND DELIVERY	\$3,411
	TOTAL MANUFACTURER'S SUGGESTED RETAIL PRICE FOR STANDARD MACHINE	\$198,312



# **BID SPECIFICATIONS FOR 100 HP HYDROSTATIC BULLDOZER – OPTION B**

## **GENERAL**

These specifications shall be construed as the minimum acceptable standards for a 100 hp hydrostatic low ground pressure bulldozer. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine offered for bid shall include all standard manufacturer's equipment. The bulldozers must be a new current production model and shall meet all EPA and other applicable standards at the time of manufacture.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size and quality of equipment considered best adapted to the uses of counties participating in this joint bid.

## **BID SUBMITTAL FORM**

Each bidder must submit his or her bid on the Bid Submittal Form included in the invitation to bid package. All written warranties to be submitted shall be attached to the Bid Submittal Form.

## **BID PRICE**

The price bid shall include all destination charges, delivery charges, title fees, rebates, and all other applicable costs and refunds.

## **MANUALS**

Each unit shall be provided with one (1) copy of the operator's manual and one (1) copy of the current parts manual. Units will not be accepted for delivery until the manuals as outlined above are received by the purchaser.

## **REPLACEMENT PARTS AVAILABILITY**

Parts must be available for 5 years or 7,500 hours of use for the piece of equipment bid. If replacement parts are not delivered within three (3) working days of an order being placed, the bidder will deliver an equivalent machine for the county to use at no cost to the county until such time as the parts are delivered to the county so it can affect repairs to its machine.

## **WARRANTY**

Bidders shall submit a copy of the manufacturer's standard warranty, Warranty shall include service response time of maximum of 36 hours within notification by county.

Yes ☒ No ☐  
Page# \_\_\_\_\_  
or  
Attachment ☒

**ENGINE**

Shall be a turbocharged diesel engine with a displacement of not less than **265 cubic** inches, capable of developing a minimum of **100 net** flywheel horsepower (SAE J1349).

Yes ☒ No ☐  
Page # 1

**Engine shall be manufactured by the equipment manufacturer.**

Yes ☒ No ☐  
Page # 1

**WEIGHT**

Operating weight with blade, operator, full fuel tank, and ROPS canopy shall not be less than **20,900 lbs.**

Yes ☒ No ☐  
Page # 1

**ELECTRICAL SYSTEM**

Shall be equipped with a minimum **120-amp** alternator.

Yes ☒ No ☐  
Page # 3

**TRANSMISSION**

Shall be equipped with a hydrostatic type transmission.

Yes ☒ No ☐  
Page # 3

**STEERING**

All steering functions must be able to be performed using one hand only.

Yes ☒ No ☐  
Page # 3

**UNDERCARRIAGE**

The tractor shall be equipped with sealed and lubricated tracks. Minimum shoe width shall be **30 inches**. Track sag shall be hydraulically adjusted.

Yes ☒ No ☐  
Page # 3

**Ground bearing pressure shall not exceed 3.95 lbs/sq. inch.**

Yes ☒ No ☐  
Page # 1

**BLADE**

The machine shall be equipped with a six-way (pat) blade with a minimum capacity of **2.7 cubic yards**.

Yes ☒ No ☐  
Page # 2

**VANDALISM PROTECTION**

Machine shall be equipped with all standard and optional factory vandalism protection available for the machine bid.

Yes ☒ No ☐  
Page # 3

### SAFETY EQUIPMENT

Gauges and indicators shall be provided to monitor critical (fuel level, coolant temperature, powertrain oil temperature, and hydraulic oil temperature) operational systems of the machine and alert the operator when potential problems occur.

Yes X No       
Page # 3

Rear view mirror; backup alarm.

Yes X No       
Page # 3

Heavy duty hinged radiator guard

Yes X No       
Page # 4

Crankcase guard

Yes X No       
Page # 3

Track center guiding guard

Yes X No       
Page # 4

Pre-cleaner guard

*Under Hood*

Yes X No       
Page # 3

Front tow hooks

Yes X No       
Page # 3

Heavy duty rear drawbar

Yes X No       
Page # 3,4

Fire extinguisher

Yes X No       
Page # Vendor Purchase

Water separator

Yes X No       
Page # 3



# A SIMPLIFIED WAY TO COUNT ON WORLD-CLASS PERFORMANCE.

CAT DOZERS. THE NAMES ARE CHANGING. THE PERFORMANCE BEHIND THEM NEVER WILL.



D1	D2	D3	D4	D5	D6	D7	D8	D9	D10	D11
75 hp +	85 hp +	100 hp +	125 hp +	160 hp +	200 hp +	240 hp +	320 hp +	405 hp +	600 hp +	850 hp +
D3K2 D3K	D4K2 D4K	D5K2 D5K	D6K2 D6K	D6N D5R2	D6T D6R2	D7E D7R	D8T D8R	D9T D9R	D10T2	D11T

Caterpillar is changing the nomenclature on some of our most popular machines. As a technology leader, we are constantly updating our product lines with new innovative features designed to help you be more productive and efficient. Some of the most noticeable model designation changes will take place across the dozer line. Check out our all new lineup.

## Small Dozers:

D1 = D3K, D3K2  
D2 = D4K, D4K2  
D3 = D5K, D5K2

## Medium Dozers:

D4 = D6K, D6K2  
D5 = D5R2, D6N  
D6 = D6R2, D6T  
D7 = D7E, D7R

## Large Dozers:

D8 = D8R, D8T  
D9 = D9R, D9T  
D10 = D10T2  
D11 = D11T

For more information on the products carried by Thompson Tractor, visit: [thompsontractor.com/machines/new](http://thompsontractor.com/machines/new)

**Thompson** **CAT**

**What it takes.**





# Cat® D3

## TRACK-TYPE TRACTOR

### FEATURES:

The new Cat® D3 delivers superior performance and the broadest choice of technology features to help you get the most from your dozer. Nimble and responsive, it has power for dozing and finesse for grading. Fully hydrostatic transmission gives you seamless acceleration, so you can get the job done quickly. The load sensing system automatically optimizes ground speed based on load, for the greatest productivity and fuel efficiency.

### IMPROVED VISIBILITY

- New sloped hood provides better visibility to the work in front of the blade as well as the overall job site. Better visibility can equal less operator fatigue and more confidence in your work.

### GRADE TECHNOLOGY

- Scalable 2D and 3D Cat Grade provide technologies like Slope Assist, Stable Blade, and Slope Indicate for easier and more efficient operation, as well as the flexibility to adapt different technology based on job site demands.

### UP TO 10% IMPROVED FUEL ECONOMY

- The D3 features the lowest fuel consumption in this size class with the same great performance you've come to expect. Up to 20% improvement and no performance sacrifice when ECO mode is active.

### COMFORTABLE WORK SPACE

- The spacious and comfortable cab features an optional heated and ventilated seat, along with heated joystick controls to make the operator comfortable no matter what the conditions are outside. The seat height and armrests can be easily adjusted to the operator's preference.

### BIGGER, BETTER DISPLAY WITH CAMERA

- This new and improved optional 10 in (254 mm) touchscreen, color display is easy to use, with a great view of machine settings, rearview camera and Slope Indicate/Slope Assist screens. The large reversing camera gives the operator better visibility to the job site.

### DURABLE UNDERCARRIAGE

- The D3 is available with either a Sealed and Lubricated Track (SALT) or Abrasion undercarriage to best suit your application. The undercarriage has a longer life resulting in less down time. A one piece mainframe/track roller frame design and the large, double reduction planetary final drive allow the machine to push heavy loads.

## Specifications

### Engine

Engine Model	Cat® C3.6	
Net Power @ 2,200 rpm		
SAE J1349	77.6 kW	104 hp
ISO 9249, 80/1269/EEC	77.6 kW	104 hp
Power Train	Hydrostatic	
Displacement	3.6 L	220 in³
<ul style="list-style-type: none"> <li>• Net power is tested per ISO 9249:2007 and SAE J1349:2011 and as advertised is the power available at the flywheel when the engine is equipped with fan, air intake system, exhaust system and alternator.</li> <li>• All non-road U.S. EPA Tier 4 Final, EU Stage V, Japan 2014 (Tier 4 Final) and Korea Tier 4 Final diesel engines are required to use only Ultra Low Sulfur Diesel (ULSD) fuels containing 15 ppm EPA/10 ppm EU (mg/kg) sulfur or less.</li> </ul>		

### Weights

Operating Weight	9362 kg	20,640 lb
Operating Weight – LGP	9693 kg	21,369 lb
Operating Weight – LGP, 762 mm/30 in	9893 kg	21,810 lb
<ul style="list-style-type: none"> <li>• Specifications shown are for machine equipped with dozer blade, EROPS cab, back-up alarm, operator, coolant, lubricants and full fuel tank.</li> <li>• For machine with ripper, add 554 kg (1,222 lb).</li> </ul>		

### Cab

ROPS	ISO 3471:2008
FOPS	ISO 3449:2005 Level II

### Transmission

Drive Pumps	1	
Track Motors	2	
Relief Valve Settings	48 500 kPa	7,033 psi
Maximum Travel Speed – Forward	9 km/h	5.6 mph
Maximum Travel Speed – Reverse	10 km/h	6.2 mph





# D3 Track-Type Tractor

## Undercarriage

Number of Rollers (each side)	7	
Number of Shoes (each side) – Sealed and Lubricated Track (SALT) Undercarriage	40	
Number of Shoes (each side) – Abrasion Undercarriage	36	
Shoe Width	510 mm	20 in
Shoe Width – LGP	660 mm	26 in
Shoe Width – LGP, 762 mm (30 in)	762 mm	30 in
Length of Track on Ground	2310 mm	91 in
Length of Track on Ground – LGP	2310 mm	91 in
Length of Track on Ground – LGP, 762 mm (30 in)	2310 mm	91 in
Track Gauge	1600 mm	63 in
Track Gauge – LGP	1750 mm	69 in
Track Gauge – LGP, 762 mm (30 in)	1860 mm	73 in
Ground Pressure	38.9 kPa	5.7 psi
Ground Pressure – LGP	31.2 kPa	4.5 psi
Ground Pressure – LGP, 762 mm (30 in)	27.2 kPa	3.9 psi

## Service Refill Capacities

Fuel Tank	195 L	51.5 gal
Crankcase and Filter	10.5 L	2.8 gal
Final Drives, (each side)	10 L	2.6 gal
Final Drives, LGP (each side)	10 L	2.6 gal
Cooling System	19 L	5.0 gal
Transmission/Hydraulic Tank	90 L	23.8 gal
Diesel Exhaust Fluid (DEF) Tank	19 L	4.9 gal

## Hydraulic Controls

Pump Output	65 L/min	17.2 gal/min
Relief Valve Settings	20 600 kPa	2,988 psi

## Ripper

Type	Parallelogram	
Number of Shanks	3	
Maximum Digging Depth	337.5 mm	13.3 in
Maximum Reach at Ground Line	766 mm	30.2 in
Maximum Ground Clearance Under Tip	448 mm	17.6 in
Overall Width	1710 mm	67.3 in
Height	165 mm	6.5 in
Weight	554 kg	1,222 lb

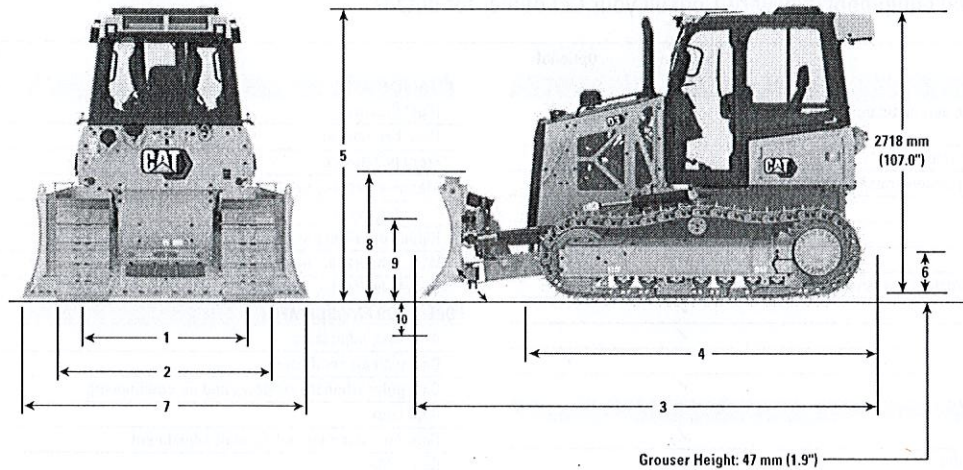
## Winch

Weight	610 kg	1,345 lb
Winch Drive	Hydrostatic	
Control	Hydraulic	
Speed	Variable	
Winch Length	705 mm	27.76 in
Overall Width	741 mm	29.2 in
Drum Diameter	254 mm	10 in
Drum Width	274 mm	10.8 in
Throat Clearance	171.5 mm	6.75 in
Rope Diameter – recommended	16 mm	0.63 in
Rope Diameter – optional	19 mm	0.75 in
Drum Capacity – recommended cable	113 m	371 ft
Drum Capacity – optional cable	78 m	256 ft
Maximum Line Pull – bare drum	18 144 kg	40,000 lb
Maximum Line Pull – full drum	11 340 kg	25,000 lb
Maximum Line Speed – bare drum	40 m/min	131 ft/min
Maximum Line Speed – full drum	63 m/min	207 ft/min

## Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.8 kg of refrigerant which has a CO<sub>2</sub> equivalent of 2.574 metric tonnes.

# D3 Track-Type Tractor



## Dimensions\*

	Standard		LGP		LGP, 762 mm (30 in)	
1 Track Gauge	1600 mm	63 in	1750 mm	67.9 in	1860 mm	73 in
2 Width of Tractor (standard shoes, no blade)	2110 mm	83 in	2360 mm	92.9 in	2630 mm	103.5 in
3 Overall Length (with blade)	4337 mm	170.7 in	4309 mm	169.6 in	4309 mm	169.6 in
4 Length of Basic Tractor (without blade)	3270 mm	128.7 in	3270 mm	128.7 in	3270 mm	128.7 in
5 Tractor Height	2769 mm	109 in	2769 mm	109 in	2769 mm	109 in
6 Ground Clearance	332 mm	13 in	332 mm	13 in	332 mm	13 in
With Ripper Attachment (add to Length of Basic Tractor)	1177 mm	46.3 in	1177 mm	46.3 in	1177 mm	46.3 in
<b>BLADE</b>	<b>Standard</b>		<b>Intermediate</b>		<b>LGP</b>	
7 Blade Width	2782 mm	109.5 in	2921 mm	115 in	3220 mm	126.7 in
8 Blade Height	1073 mm	42.2 in	1010 mm	39.8 in	1010 mm	39.8 in
9 Blade Lift Height	767 mm	30.2 in	767 mm	30.2 in	767 mm	30.2 in
10 Digging Depth	586 mm	23.1 in	572 mm	22.5 in	572 mm	22.5 in
11 Blade Cutting Edge Angle, Adjustable	52° to 58°		52° to 58°		52° to 58°	
Maximum Tilt	402 mm	15.8 in	448 mm	17.7 in	448 mm	17.7 in
Maximum Angle (either side)	25°		25°		25°	
Blade Width at Maximum Angle	2636 mm	103.8 in	2669 mm	105.1 in	2940 mm	115.8 in
Blade Capacity (SAE)	2.19 m <sup>3</sup>	2.86 yd <sup>3</sup>	2.09 m <sup>3</sup>	2.73 yd <sup>3</sup>	2.34 m <sup>3</sup>	3.06 yd <sup>3</sup>

\*Abrasion Undercarriage



# D3 Track-Type Tractor

## Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
<b>POWER TRAIN</b>			<b>ATTACHMENTS</b>		
Air cleaner with precleaner, automatic dust ejection and underhood intake	✓		Rigid drawbar	✓	
Air cleaner with external precleaner		✓	Drawbar, towing		✓
Aluminum bar plate cooling system (radiator, power train)	✓		Front pull device	✓	
Automatic traction control	✓		Machine security system		✓
Cat C3.6 diesel engine	✓		Mounting, winch		✓
Drive, auxiliary	✓		Ripper, parallelogram, includes three shanks and teeth		✓
Dual path, closed loop, hydrostatic transmission	✓		Winch, hydraulic, high performance		✓
Electric fuel pump	✓		Winch, hydraulic, retrieval		✓
Fuel/water separator	✓		<b>OPERATOR ENVIRONMENT</b>		
Installation, winch		✓	Armrests, adjustable	✓	
Turbocharged aftercooled	✓		Cab, with air conditioning		✓
<b>ELECTRICAL</b>			Cab, polycarbonate windows and air conditioning		✓
Alarm, backup	✓		Coat hook	✓	
Alternator, 150 amp, heavy duty	✓		Controls, seat mounted, fore/aft adjustment	✓	
Batteries, heavy duty, maintenance free, 1,000 CCA	✓		Cup holders	✓	
Diagnostic connector	✓		Eco Mode	✓	
Four integrated front halogen lights, two rear halogen	✓		Electronic Monitoring system with gauge:		
Four integrated front LED lights, two rear LED		✓	– Chassis slope indication	✓	
Horn, electric	✓		– Diesel exhaust fluid (DEF)	✓	
Starter, electric, 12 V, heavy duty	✓		– Engine coolant temperature	✓	
<b>UNDERCARRIAGE</b>			– Fuel level	✓	
SALT undercarriage (40 section)	✓		– Hydraulic oil temperature	✓	
Abrasion undercarriage (36 section)		✓	Electronic security system	✓	
Track Pairs			Engine air cleaner service indicator	✓	
– Track, 510 mm (20 in)		✓	Engine RPM and gear display	✓	
– Track, 660 mm (26 in)		✓	Floor mat, rubber, heavy duty	✓	
– Track, 762 mm (30 in)		✓	Foot pads, dash	✓	
Carrier rollers	✓		Hour meter, electronic	✓	
Guards, front/rear guiding	✓		Independent forward/reverse speed settings	✓	
Seven roller track frame	✓		Mirror, rearview, inside	✓	
Track adjusters, hydraulic	✓		Power port, 12 volt	✓	
Track rollers, lifetime lubricated	✓		Radio, AM/FM Bluetooth®		✓
<b>HYDRAULIC</b>			ROPS/FOPS canopy	✓	
Hydraulic pump and oil	✓		Seat, air suspended, cloth or vinyl	✓	
Four valve for use with ripper		✓	Seat, air suspension, choice of:		
Four valve for use with winch		✓	– Vinyl, heated seat with heated controls		✓
Single lever, three function control	✓		– Cloth, heated seat with heated controls		✓
Three valve hydraulics	✓		– Cloth, heated and ventilated seat with heated controls		✓
<b>CAT TECHNOLOGY</b>			Seatbelt, hi-vis retractable 76 mm (3")	✓	
Cat GRADE with Slope Assist		✓	Seatbelt buckling indicator/reminder	✓	
Cat GRADE with 3D		✓	Single pedal combining decel and brake functions	✓	
Cat Product Link PLE643/PLE743 Cellular	✓		Sound suppression		✓
Cat Product Link PLE683/PLE783 Cellular/Satellite		✓	Speed recall	✓	
Full-color 10 in (254 mm) touchscreen grade display		✓	Storage compartment	✓	
Power Pitch		✓	Throttle switch, rotary	✓	
Slope Indicate	✓		Travel speed limiter, electronic	✓	
Stable blade	✓		<b>OTHER</b>		
			Heater, engine, coolant 120 V/240 V		✓
			Starting aid, ether		✓

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8307 (07-2020)  
Build Number: 12A  
(N Am, EU, Aus-NZ, Japan)





# D5K2

## Track-Type Tractor



### Engine

Engine Model\* Cat® C4.4 ACERT™

### Rated Net Power at 2,200 rpm

SAE J1349	77.6 kW	104 hp
ISO 9249/EEC 80/1269	77.6 kW	104 hp

### Weights

Operating Weight – XL	9314 kg	20,534 lb
Operating Weight – LGP	9646 kg	21,266 lb
Operating Weight – LGP, 762 mm (30 in)	9850 kg	21,716 lb

\*Engine meets U.S. EPA Tier 4 Interim/EU Stage IIIB/Japan MLIT Step 4 emission standards.



**Simply the  
smoothest  
finish grading  
tractor in  
the industry.  
Period.**



**Contents**

Operator Station.....	4
Hydrostatic Transmission .....	6
Engine .....	6
Undercarriage .....	7
AccuGrade™ Systems .....	8
Blade and Attachments .....	9
Serviceability and Customer Support.....	10
Specifications.....	11
Standard Equipment.....	14
Optional Equipment.....	15





Experience the most intuitive finish grading tractor in the industry. The Cat® D5K2 Track-Type Tractor with Stable Blade delivers a smooth finish grade with less operator effort. Stable Blade senses ground conditions and works with the operator to produce the desired grade. The addition of the integrated AccuGrade™ grade control system helps you get to target grade even faster, with fewer passes and less manpower. From the first cut to finish grade, the D5K2 sets the standard.



# Operator Station

Everyone can get comfortable in this cab.



## Seat-Mounted Joystick Controls

Ergonomically designed, seat-mounted controls isolate vibrations from the operator for optimum comfort and precise control.

- New contoured armrest cushion
- Bi-directional transmission shifting
- Easy to grip handles
- New heated control handles (optional)





### **Stable Blade Control**

New Stable Blade control makes operating the machine easy for both new and experienced operators.

- Stable Blade complements operator input for smooth finish grading results
- Handle fits to hand to allow for more precise control and reduce operator fatigue
- Thumb roller for low effort blade angle control
- Blade shake feature for easy removal of material

### **All Day Comfort**

The spacious, comfortable cab helps keep you relaxed and productive throughout the day.

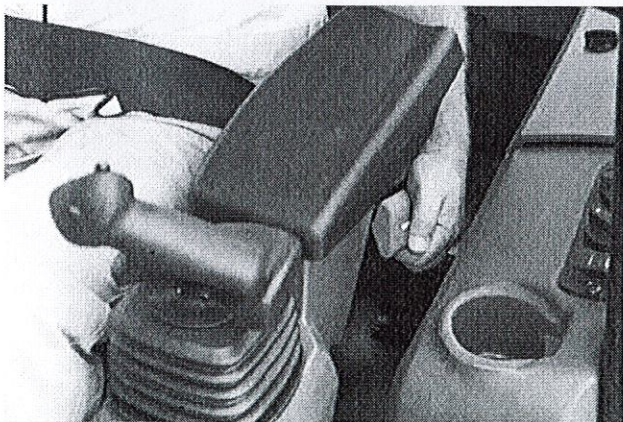
- Quiet environment – 78 dB(A) – ANSI/SAE J1166 OCT98
- Wide door openings for easy entry/exit
- Dash mounted air vents for improved air circulation
- Air suspension seat for a more comfortable ride
- Air conditioning for greater comfort in all climates
- New ventilated seat (optional)
- Heated seat and heated control handles (optional)

### **Monitoring Package**

Easy to read display provides vital system information. Easy to read gauges keep you informed of system conditions. Larger AccuGrade™ CB460 GPS display is available as an option and is mounted in line with blade corners for easy viewing.

### **Outstanding Visibility**

Large door windows provide an unobstructed view to the blade corners and cutting edge which is especially important in fine grading, curbing and working against foundations. Large side windows offer a clear view to the sides of the machine.





# Hydrostatic Transmission

Responsive to changing loads.



## Traction Control

Increase your productivity with the new Traction Control feature:

- Reduces track slippage
- Activated with a button on the transmission control
- Reduces undercarriage wear
- Improves fuel economy

## Performance

Quick response to varying loads for shorter cycle times and less operator fatigue.

## Maneuverability

- Intuitive control helps you work in tight areas
- Power turn feature provides power to both tracks while working in confined areas
- Counter-rotation provides quick steering corrections during side loading applications

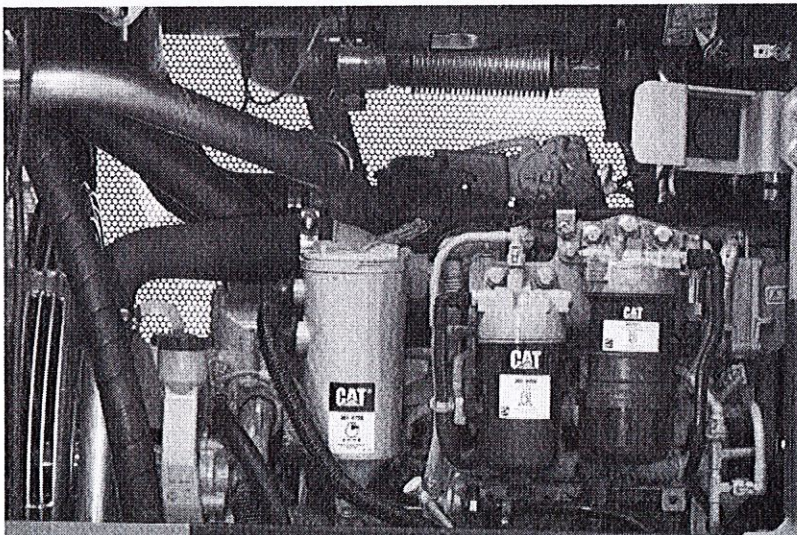
# Engine

Increased horsepower, improved fuel economy.

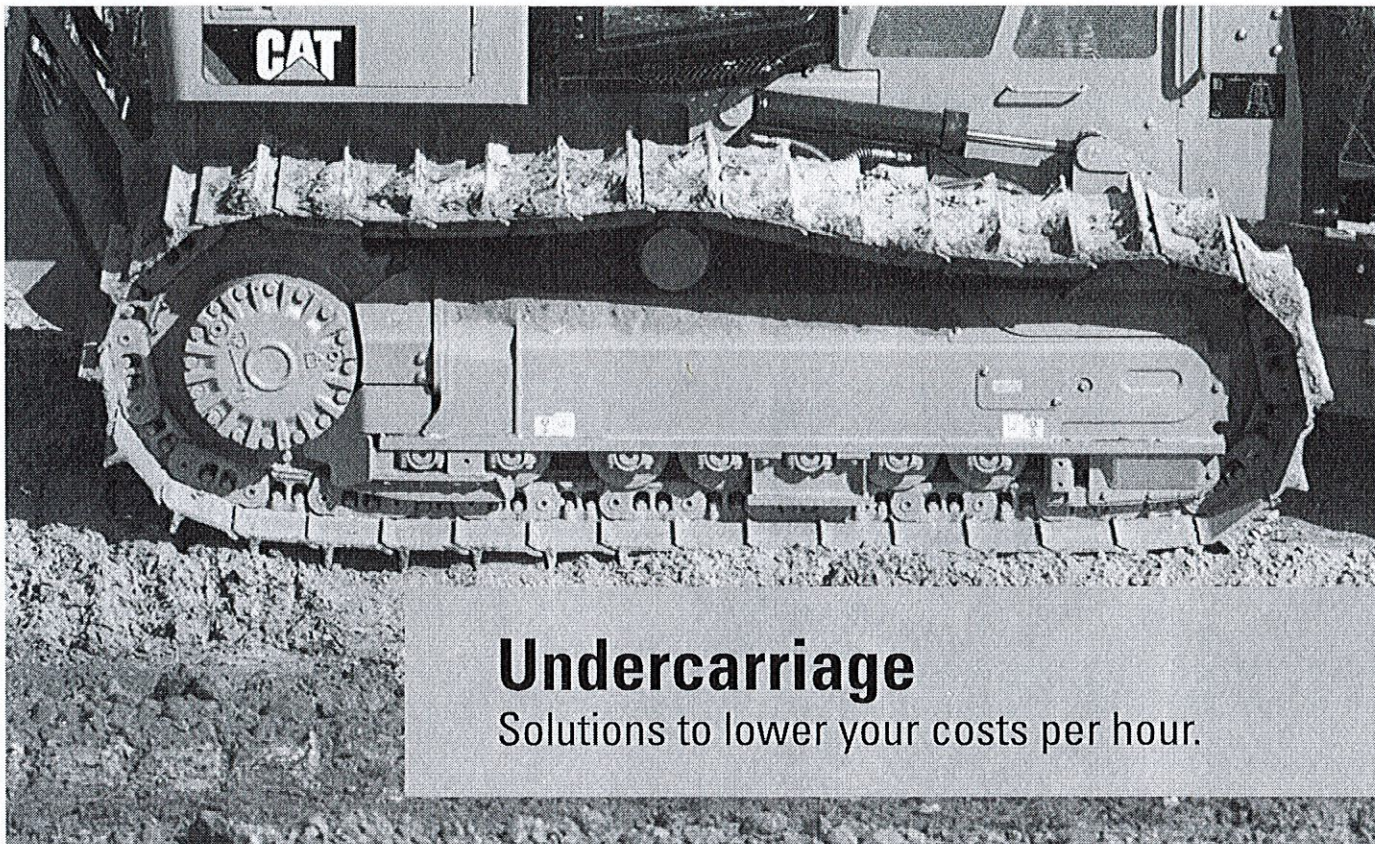
## Cat C4.4 Engine

The C4.4 engine responds quickly to changing loads. Eco mode throttle setting can deliver up to 25% improved fuel economy. Engine meets U.S. EPA Tier 4 Interim, EU Stage IIIB and Japan MLIT Step 4 emission standards using a passive regeneration solution:

- Simple...no operator interaction required
- Long life diesel particulate filter (no service required for 8,000 hours)







## Undercarriage

Solutions to lower your costs per hour.

### Choice of Undercarriage Configurations to Meet Your Application

Track frames are available in extra long (XL) or low ground pressure (LGP) configurations:

- XL undercarriage for most applications where flotation and side stability are not extreme
- LGP undercarriage for soft underfoot conditions where additional flotation is required
- 762 mm (30 in) LGP undercarriage available for extremely soft underfoot conditions

### Track Selections

Caterpillar offers a choice of two undercarriages – Sealed and Lubricated Track (SALT) and SystemOne™.

Matching the correct undercarriage to the application and soil conditions will deliver the lowest costs per hour.

#### • Sealed and Lubricated Track (SALT) Undercarriage

- For applications where the track is not bushing limited
- May require pin and bushing turn

#### • SystemOne™ Undercarriage

- For applications where track is bushing limited
- Bushing rotates continuously
- Does not require bushing turn
- Designed to maximize the life of all undercarriage components



# AccuGrade™ Systems

Grade with increased accuracy.



## Improve Your Efficiency with AccuGrade

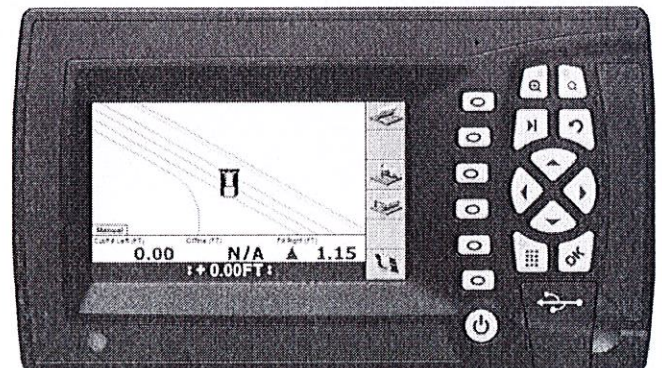
AccuGrade is a fast machine grade control system which enables operators to cut and fill to grade with increased accuracy, minimizing the need for traditional stakes and grade checkers. Caterpillar offers a choice of Laser, GNSS or Universal Total Station solutions:

- **AccuGrade Laser** – for two dimensional flat type work
- **AccuGrade GNSS** – for three dimensional cut to contour work
- **Universal Total Station** – for fine and finish grade applications

## New Larger Displays

Easy to read, large displays let you focus on your work:

- **CB450 Laser Display**
  - Larger 109 mm (4.3 in) color display
- **CB 460 GNSS Display**
  - Larger 178 mm (7 in) color display
  - USB data port
  - 3.7 gig internal disk space





# Blade and Attachments

Power pitch blade for maximum productivity.

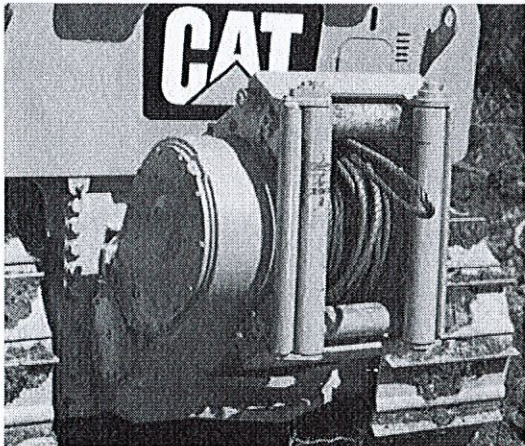
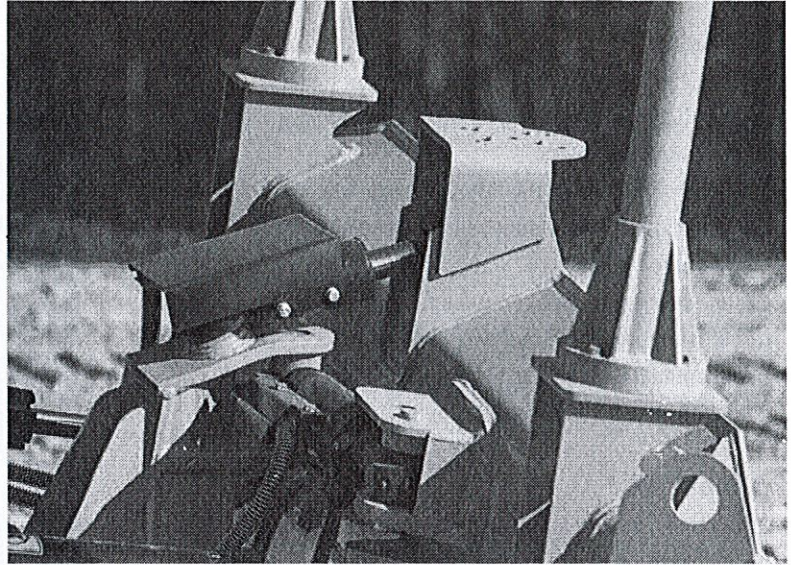
## Power Pitch Blade

The power pitch blade feature lets the operator adjust the blade pitch to meet various operating conditions without ever leaving the cab.

- Pitch the blade forward for increased penetration
- Lay the blade back for maximum carrying capacity
- Change the pitch from inside the cab
- Optimize blade pitch for application
- Improves productivity

## VPAT Blade

The VPAT blade is specifically designed for finish grading, backfilling ditches, cutting V ditches, windrowing, fill spreading, medium land clearing and heavy dozing. Built for rugged strength and durability this 6-way blade allows for maximum angle, tilt and pitch.



## Hydrostatic Winch

The Cat hydrostatic winch features:

- Excellent line pull at any speed
- Infinitely variable drum speed
- Lower operator effort
- Unmatched load control

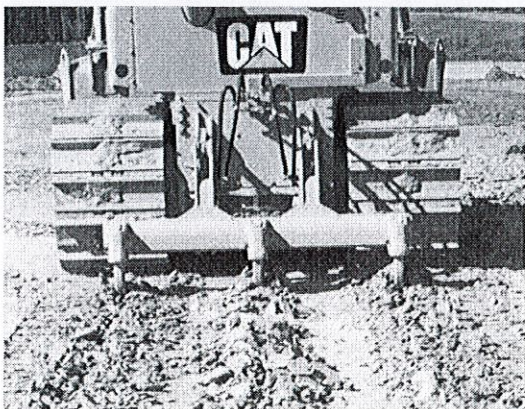
## Parallelogram Ripper

The aggressive parallelogram ripper lets you do more productive ripper work. The parallel linkage design provides better penetration and maneuverability in tight working areas.

## Forestry Options

An easier way to work in the woods. The following features are available for forestry applications:

- Forestry blade for the D5K2 featuring additional guarding to protect the tractor from debris and to provide increased productivity
- Cat hydrostatic winch
- 360 degree guarding, for added protection of the cab
- Heavy-duty rear tank guard





# Serviceability and Customer Support

Easy service and unmatched support keep you working.

## Easy Access

Long service intervals and easy maintenance keep the machine up and running to lower your owning and operating costs.

- Large, hinged door on the left side of the engine compartment for easy access to all regular engine maintenance points
- Grouped pressure taps for quick testing and troubleshooting of the hydraulic system
- Easy ground level access to hydraulic filters located in the left rear service compartment

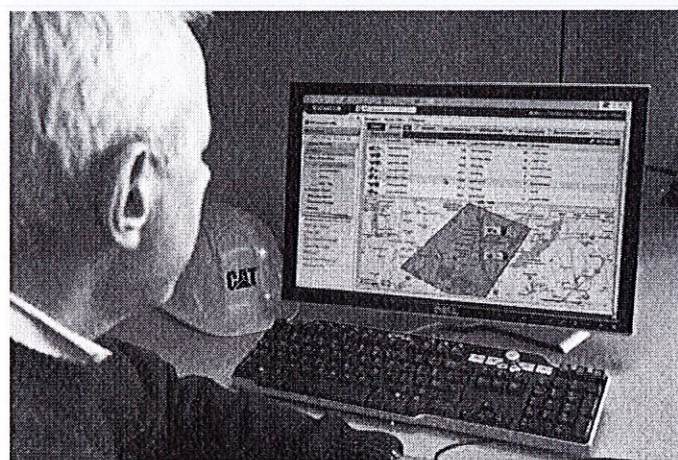
## Product Link

The optional Product Link system simplifies equipment fleet tracking. Using satellite or cellular technology, the system automatically reports information such as location, machine hours, active and logged service codes and security alarms.

## Renowned Cat Dealer Support

From helping you choose the right machine to knowledgeable ongoing support, Cat dealers provide the best in sales and service.

- Preventive maintenance programs and guaranteed maintenance contracts
- Best-in-class parts availability
- Operator training to help boost your profits
- Genuine Cat Remanufactured parts
- SITECH® dealer support for grade control solutions





# D5K2 Track-Type Tractor Specifications

## Engine

Engine model	Cat C4.4 ACERT	
Rated Net Power @ 2,200 rpm		
SAE J1349	77.6 kW	104 hp
ISO 9249/EEC 80/1269	77.6 kW	104 hp
Bore	105 mm	4.13 in
Stroke	127 mm	5 in
Displacement	4.4 L	269 in <sup>3</sup>

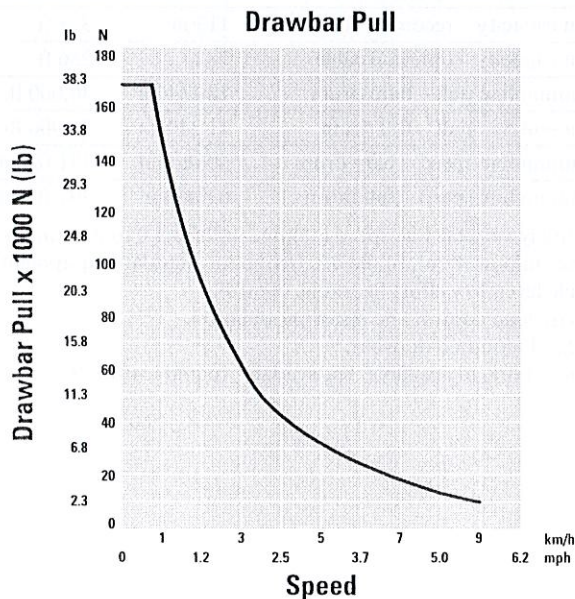
- Ratings at 2,200 rpm.
- Net power advertised is the power available at the flywheel when engine is equipped with fan, air cleaner, muffler and alternator.
- No derating required up to 3000 m (9,843 ft) altitude.

## Weights

Operating weight – XL	9314 kg	20,534 lb
Operating weight – LGP	9646 kg	21,266 lb
Operating Weight – LGP, 762 mm (30 in)	9850 kg	21,716 lb

- Specifications shown are for machine equipped with dozer blade, canopy ROPS, back-up alarm, operator, coolant, lubricants and full fuel tank.

## Drawbar



## Transmission

Drive pumps	2
Track motors	2
Relief valve settings	47 700 kPa 6,918 psi
Maximum travel speed – forward	9 km/h 5.6 mph
Maximum travel speed – reverse	10 km/h 6.2 mph

- Dual-path, closed loop hydrostatic drive provides infinitely variable speeds from 0-9 km/h (0-5.6 mph) forward and 0-10 km/h (0-6.2 mph) reverse.
- Full-flow filtering of hydrostatic charge system oil.
- Drive pumps: two variable-displacement, slipper-axial piston pumps mounted tandem-style to engine flywheel housing.
- Track motors: two variable-displacement, link-type piston motors.

## Service Refill Capacities

Fuel tank	195 L	51.5 gal
Crankcase and filter	11 L	2.91 gal
Final drives, XL (each side)	10 L	2.6 gal
Final drives, LGP (each side)	10 L	2.6 gal
Cooling system	22.4 L	5.92 gal
Transmission/hydraulic tank	59.5 L	15.7 gal

## Hydraulic Controls

Pump output	73.5 L/min	19.4 gal/min
Relief valve setting	20 600 kPa	2,988 psi

- Pump output ratings at 2,150 rpm and 6895 kPa (1,000 psi).
- Control positions:
  - Lift cylinders – raise, hold, lower, float.
  - Tilt cylinders – left, hold, right.
  - Angle cylinders – left, hold, right.
  - Ripper cylinders – raise, hold, lower.

## Final Drive

### Features:

- Double-reduction planetary gear set.
- Mounted independently of track frames to isolate them from machine weight and ground-induced shock loads.

## Steering and Braking

### Features:

- Full powerturn.
- Counter-rotation.
- Single lever steering, speed and direction control.
- Hydrostatic (dynamic) braking through machine drive system using transmission control lever, center brake pedal or decel pedal.



# D5K2 Track-Type Tractor Specifications

## Undercarriage

Number of rollers (each side)	7	
Number of shoes (each side) – SALT (Sealed and Lubricated Track)	40	
Undercarriage		
Number of shoes (each side) – SystemOne Undercarriage	36	
Shoe width – XL	510 mm	20 in
Shoe width – LGP	660 mm	26 in
Shoe width – LGP, 762 mm (30 in)	762 mm	30 in
Length of track on ground – XL	2310 mm	91 in
Length of track on ground – LGP	2310 mm	91 in
Length of track on ground – LGP, 762 mm (30 in)	2310 mm	91 in
Track gauge – XL	1600 mm	63 in
Track gauge – LGP	1750 mm	69 in
Track gauge – LGP, 762 mm (30 in)	1860 mm	73.2 in
Ground contact area – XL	23 562 cm <sup>2</sup>	3,652 in <sup>2</sup>
Ground contact area – LGP	30 492 cm <sup>2</sup>	4,726 in <sup>2</sup>
Ground contact area – LGP, 762 mm (30 in)	35 574 cm <sup>2</sup>	5,514 in <sup>2</sup>
Ground pressure – XL	38.6 kPa	5.6 psi
Ground pressure – LGP	31.1 kPa	4.52 psi
Ground pressure – LGP, 762 mm (30 in)	27.1 kPa	3.93 psi

- Hydraulic track adjusters.
- Box section track roller frames.
- Bolt-on rear track guiding guards.
- Full length recoil guarding with sprocket guards and wipers.
- Master link – SystemOne and SALT.
- Single-grouser shoes.
- Segmented sprocket (SALT).
- Sealed and lubricated rollers and idlers.

## Standards

Sound levels:	
ISO 6396:2008	77 dB(A)
SAE J1166 FEB2008	78 dB(A)
ROPS	SAE J397-OCT95, SAE J1040-MAY94, ISO 3471-94, ISO 3164-95
FOPS	SAE J231-JAN81, ISO 3449-92

## Ripper

Type	Parallelogram	
Number of shanks	3	
Maximum digging depth	337.5 mm	13.3 in
Maximum reach at ground line	555 mm	21.9 in
Maximum ground clearance under tip	448 mm	17.6 in
Overall width	1710 mm	67.3 in
Height	165 mm	6.5 in
Weight	554 kg	1,222 lb

## Winch

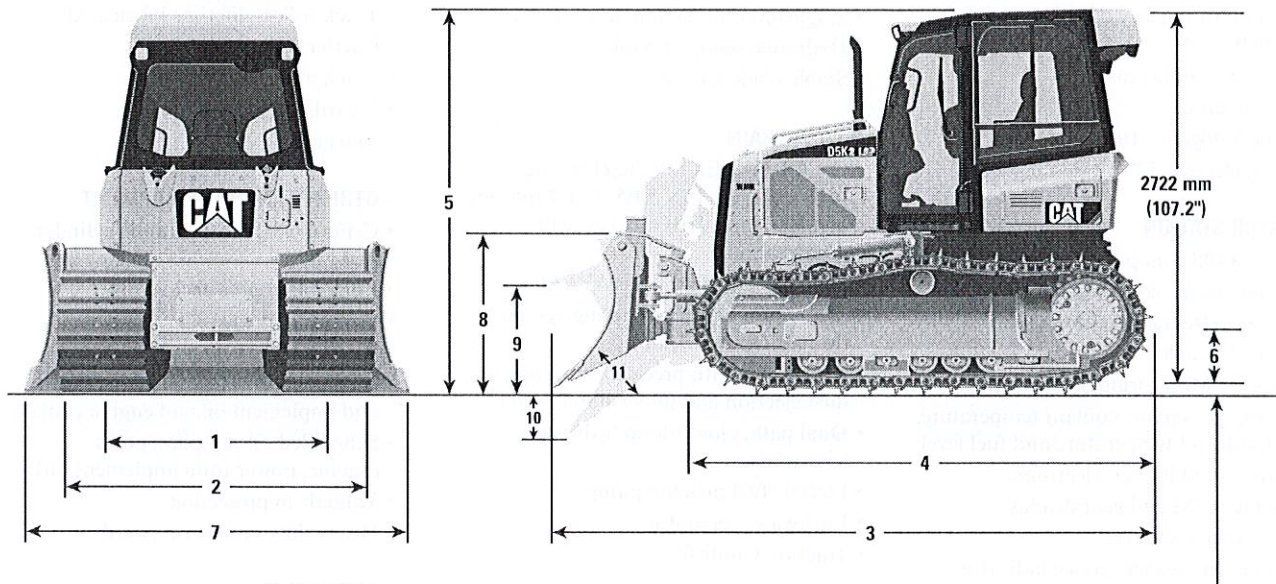
Weight	610 kg	1,345 lb
Winch drive	Hydrostatic	
Control	Hydraulic	
Speed	Variable	
Winch length	705 mm	27.76 in
Overall width	741 mm	29.2 in
Drum diameter	254 mm	10 in
Drum width	274 mm	10.8 in
Throat clearance	171.5 mm	6.75 in
Rope diameter – recommended	16 mm	0.63 in
Rope diameter – optional	19 mm	0.75 in
Drum capacity – recommended cable	113 m	371 ft
Drum capacity – optional cable	78 m	256 ft
Maximum line pull – bare drum	18 144 kg	40,000 lb
Maximum line pull – full drum	11 340 kg	25,000 lb
Maximum line speed – bare drum	40 m/min	131 ft/min
Maximum line speed – full drum	63 m/min	207 ft/min

- Infinitely variable line speed and line pull from 0 to maximum.
- Power in/power out, brake off, free spool (standard equipment).
- Single lever, low effort hydraulic control.
- Precise load control and speed modulation.
- Integral mounted drawbar.
- 3 roller fairlead available. Kit available to add a 4th roller.



## Dimensions

All dimensions are approximate.



	XL		LGP		LGP, 762 mm (30 in)	
1 Track gauge	1600 mm	63 in	1750 mm	68.9 in	1860 mm	73.2 in
2 Width of tractor (standard shoes, no blade)	2110 mm	83.1 in	2410 mm	94.9 in	2630 mm	103.5 in
3 Overall length (with blade)	4309 mm	170.1 in	4309 mm	169.1 in	4309 mm	169.1 in
4 Length of basic tractor (without blade)	3265 mm	128.5 in	3265 mm	128.5 in	3265 mm	128.5 in
5 Tractor height	2769 mm	109 in	2769 mm	109 in	2769 mm	109 in
6 Ground clearance	332 mm	13 in	332 mm	13 in	332 mm	13 in

BLADE	XL		Intermediate		LGP	
7 Blade width	2782 mm	109.5 in	2921 mm	115 in	3220 mm	126.7 in
8 Blade height	1073 mm	42.2 in	1010 mm	39.8 in	1010 mm	39.8 in
9 Blade lift height	767 mm	30.2 in	767 mm	30.2 in	767 mm	30.2 in
10 Digging depth	586 mm	23.1 in	572 mm	22.5 in	572 mm	22.5 in
11 Blade cutting edge angle, adjustable	52° to 58°		52° to 58°		52° to 58°	
Maximum tilt	402 mm	15.8 in	448 mm	17.6 in	448 mm	17.6 in
Maximum angle (either side)	25°		25°		25°	
Blade width at maximum angle	2636 mm	103.8 in	2669 mm	105.1 in	2940 mm	115.8 in
Blade capacity (SAE)	2.19 m <sup>3</sup>	2.86 yd <sup>3</sup>	2.09 m <sup>3</sup>	2.73 yd <sup>3</sup>	2.34 m <sup>3</sup>	3.06 yd <sup>3</sup>



# D5K2 Standard Equipment

Standard equipment may vary. Consult your Cat dealer for details.

## ELECTRICAL

- Alternator, 12 volt, 120 Amp, heavy duty
- Alarm, backup
- Batteries, two, heavy duty, maintenance free, 900 CCA
- Diagnostic connector
- Horn, electric
- Lights, halogen, 2 front and 2 rear
- Starter, electric, 12 volt

## OPERATOR STATION

- ROPS/FOPS canopy
- Seat, air suspension, cloth or vinyl
- Seatbelt, retractable 76 mm (3 in)
- Foot pads, dash
- Electronic Monitoring System with:
  - Gauges for engine coolant temperature, hydraulic oil temperature and fuel level
  - Travel speed limiter, electronic
  - Engine RPM and gear display
  - Hour meter, electric
  - Engine air cleaner service indicator, electronic
  - Water-in-fuel indicator, electronic
- Throttle switch, rotary
- Eco mode
- Controls, seat mounted, fore/aft adjustment
- Armrests, adjustable
- Mirror, rearview, inside
- Single pedal combining deceleration and braking functions
- Independent forward/reverse speed settings
- Power port, 12 volt
- Coat hook
- Storage compartment
- Cup holder
- Floor mat, rubber, heavy duty

## HYDRAULICS

- Hydraulics, 3 valve
- Load sensing hydraulics
- Single lever, three function control
- Hydraulic pump and oil
- Stable blade control

## POWER TRAIN

- Cat C4.4 ACERT™ diesel engine, turbocharged, U.S. EPA Tier 4 Interim and EU Stage IIIB certified with aftertreatment
- Aftercooler, Air-to-Air (ATAAC)
- Aluminum bar plate cooling system (radiator, power train)
- Air cleaner with precleaner, automatic dust ejection and under-hood intake
- Dual path, closed-loop hydrostatic transmission
- Electric fuel priming pump
- Fuel/water separator
- Traction Control

## • UNDERCARRIAGE

- SALT Undercarriage
- 7 roller track frame
- Track rollers, lifetime lubricated
- Carrier rollers
- Track adjusters, hydraulic
- Guards, front/rear guiding
- Master link

## • OTHER STANDARD EQUIPMENT

- C-Frame, VPAT, hydraulic cylinders and lines
- Lockable engine enclosures
- Front pull device
- Rigid drawbar
- Ecology drains (engine, power train and implement oil and engine coolant)
- Scheduled oil sampling ports (engine, power train implement oil)
- Vandalism protection
- Heavy duty crankcase guard

## • ANTIFREEZE

- Extended life coolant, -37° C (-35° F)



Optional equipment may vary. Consult your Cat dealer for details.

## ELECTRICAL

- Integrated four front halogen lights, two rear halogen lights

## POWER TRAIN

- Drive, auxiliary
- Installation, winch

## UNDERCARRIAGE

- Track Pairs, XL:
  - Track, 510 mm (20 in) MS SystemOne™
- Track Pairs, LGP:
  - Track, 660 mm (26 in) MS SystemOne™
  - Track, 762 mm (30 in) MS SystemOne™

## OPERATOR STATION

- Cab with air conditioning
- Cab, polycarbonate windows and air conditioning
- Seat, air suspension, choice of:
  - Vinyl, heated seat with heated controls
  - Cloth, heated seat with heated controls
  - Cloth, heated and ventilated seat with heated controls
- Radio, AM/FM, CD player
- Sound suppression

## HYDRAULICS

- Hydraulics, 4 valve for use with ripper
- Hydraulics, 4 valve for use with winch

## GUARDS

- Guard, rear, heavy duty
- Grill, radiator, heavy duty
- Guard, track guiding, center
- Guard, track roller, full length
- Screen, rear, cab
- Screen, side, cab
- Screen, rear, canopy
- Screen, front and doors, canopy
- Sweeps, front
- Sweeps, rear

## BLADES

- VPAT XL blade
- VPAT LGP blade
- VPAT Intermediate blade

## REAR ATTACHMENTS

- Drawbar, towing
- Mounting, winch
- Ripper, parallelogram, includes three shanks and teeth

## REAR ATTACHMENT CONTROL

- Control, ripper
- Control, winch
- Control, ripper and winch

## MACHINE CONTROL AND GUIDANCE

- Installation, AccuGrade ready
- Power Pitch blade control

## STARTING AIDS

- Heater, engine, coolant, 120 volt
- Starting aid, ether

## OTHER ATTACHMENTS

- Machine Security System
- Cat Product Link 321
- Cat Product Link 121
- Cat Product Link 522

## ANTIFREEZE

- Extended life coolant, -50° C (-58° F)

## FIELD INSTALLED ATTACHMENT

- Winch, hydrostatic



## D5K2 Track-Type Tractor

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ6687 (03-2012)





Effective with sales to the first user on or after November 1, 2010

# CATERPILLAR LIMITED WARRANTY

## For Selected Machine Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty

### Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following products sold by it to be free from defects in material and workmanship:

This warranty does not apply to new replacement engines.

This warranty does not apply to selected models or new replacement engines designated by Caterpillar in India and China.

(In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629.)

• New earthmoving, construction, material handling, forestry product, paving product, compact wheel loader, mini hydraulic excavator, skid steer loader, multi terrain loader, and compact track loader machines designated by Caterpillar as having 12 -months/unlimited hour warranty. See your Cat dealer for a complete listing of covered models.

• Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

An additional warranty against breakage is applicable to certain Cat ground engaging tools. An additional warranty against wear is applicable to all landfill compactor tips when used in residential waste landfills. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to Cat batteries, Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators, or Cat Work Tools, which are covered by other Caterpillar warranties.

This warranty is subject to the following:

#### Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

#### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

• Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

• Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.

• Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement engine originally installed by other than a Cat dealer or source approved by Caterpillar. In this

case, labor is limited to repair only, and removal and installation is the user's responsibility.

#### User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those, that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

(continued on the reverse side...)



## Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.

- Failures resulting from user's delay in making the product available after being notified of a potential product problem.

- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.



# CONTROL YOUR COSTS MINIMIZE YOUR RISKS

This plan safeguards your investments in new, used and rebuilt machines beyond the standard warranty period. It includes all parts and labor to protect you against failures caused by defects in materials and workmanship. With the Powertrain Equipment Protection Plan, you can increase the predictability of service and maintenance costs—and reduce unplanned downtime.

## WHAT WE DO

- Perform necessary inspections to confirm eligibility
- Install parts approved by Caterpillar on covered repairs
- Validate your enrollment in the program

## WHAT YOU DO

- Operate equipment according to the Cat Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure

Engine - Internal Components  
Oil Cooler  
Manifolds  
Fan Motor  
Water Pump  
Fuel Injection Pumps  
Injectors  
Lift / Transfer Pump  
Senders / Solenoids / Sensors  
Thermostat  
Flywheel & Torque Converter  
Engine Oil Filter Mount  
Turbocharger  
AC Compressor / Condenser  
Electronic Control Modules  
Oil Hoses / Lines (non-hydrostatic)  
Cylinder Block  
Piston  
Piston Rings  
Piston & Connecting Rod  
Crankshaft, Main Bearings & Rod Bearings

Camshaft & Camshaft Bearings  
Timing / Accessory Gears  
Timing Chain / Belt  
Inlet / Exhaust Valve  
Valve Cover & Base  
Valve Spring & Guide  
Rocker Arm  
Rocker Shaft Assembly  
Push Rod  
Balancer  
Fuel Pump / Governor Drive  
Oil Pump  
Oil Pan Group  
Fan & Fan Drive

Hydrostatic Pumps &  
Drive Motors  
Linkage / Lines Connected to  
Hystat Pump  
Drive (pilot / eh) Control Valves  
Bevel and Transfer Case

Drive Line/Drive Axle  
Axles  
Axle Seals  
Final Drive & Wheel  
Final Drive Case / Bore  
Final Drive Chain  
Final Drive Gears  
Axle Shaft  
Drive Axle Oil Pump

Transmissions  
Hydraulic Controls  
Transmission Oil Filter Base  
Transmission Gears  
Final Drives/Planetary  
Drive Shafts  
Transfer Case

Steering Clutch  
Steering Clutch & Brake Control Valve  
Hydraulic Oil Coolers

## EXCLUSIONS

If a component is not listed, it may not be included in the plan. Other exclusions include:

- > Improper or abusive use of the machine
  - > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
  - > Failures caused by normal wear-out
  - > Freight charges for parts shipments
  - > Travel time and mileage involved in getting to a job site
  - > Hauling costs and / or retrieval costs
  - > Overtime labor costs
  - > Repair costs resulting from the failure of any non-covered components
  - > Downtime loss
  - > Equipment rental charges
  - > Any incidental / consequential damages or costs incurred as a result of a covered component failure.
  - > Modifications unless approved by Caterpillar
- Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, contact your local Cat dealer.





## Employment Eligibility Verification

Welcome  
Tereha Morton

User ID  
TMOF6402

Last Login  
09:22 AM - 01/06/2012 Log Out



Click any for help

[Home](#)

[My Cases](#)

[New Case](#)

[View Cases](#)

[Search Cases](#)

[My Profile](#)

[Edit Profile](#)

[Change Password](#)

[Change Security Questions](#)

[My Company](#)

[Edit Company Profile](#)

[Add New User](#)

[View Existing Users](#)

[Close Company Account](#)

[My Reports](#)

[View Reports](#)

[My Resources](#)

[View Essential Resources](#)

[Take Tutorial](#)

[View User Manual](#)

[Contact Us](#)

### Company Information

Company Name: Thompson Tractor Co., Inc.

[View / Edit](#)

Company ID Number: 47130

Doing Business As (DBA)  
Name:

DUNS Number:

#### Physical Location:

Address 1: 2401 Pinson Highway

Address 2:

City: Birmingham

State: AL

Zip Code: 35217

County: JEFFERSON

#### Mailing Address:

Address 1: P.O. Box 10367

Address 2:

City: Birmingham

State: AL

Zip Code: 35202-0367

#### Additional Information:

Employer Identification Number: 630377478

Total Number of Employees: 1,000 to 2,499

Parent Organization:

Administrator:

Organization Designation:

Employer Category:

NAICS Code: 423 - MERCHANT WHOLESALERS, DURABLE GOODS

[View / Edit](#)

Total Hiring Sites: 40

[View / Edit](#)

Total Points of Contact: 3

[View / Edit](#)

[View IDIU](#)



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Thompson Tractor Co., Inc. DBA Thompson Power Systems, Thompson Lift Truck Co.</b>	
Business name, if different from above <b>and The Cat Rent Store</b>	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>P O Box 10367 2401 Pinson Hwy. Tarrant, AL 35217</b>	
City, state, and ZIP code <b>Birmingham, AL 35202-0367</b>	
List account number(s) here (optional) <b>Lockbox Remit To: P O Box 934085, Atlanta, GA 31193-4005</b>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : :
or Employer identification number <b>63 : 0377478</b>

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign Here Signature of U.S. person ▶ *Synda K. Duncan, Controller*

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



Company ID Number: 47130

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Thompson Tractor Co., Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.



Company ID Number: 47130

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

**B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.



Company ID Number: 47130

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a



Company ID Number: 47130

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of



Company ID Number: 47130

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.



Company ID Number: 47130

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY**

##### **A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when



Company ID Number: 47130

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **PARTIES**

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even



Company ID Number: 47130

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.**

**Employer Thompson Tractor Co., Inc.**

**Frank M Wright**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

*07/11/2007*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**



Company ID Number: 47130

**INFORMATION REQUIRED  
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Thompson Tractor Co., Inc.

Company Facility Address: 2401 Pinson Highway  
Birmingham, AL 35217

Company Alternate Address: P.O. Box 10367  
Birmingham, AL 35202-0367

County or Parish: JEFFERSON

Employer Identification Number: 630377478

North American Industry  
Classification Systems Code: 423

Parent Company: \_\_\_\_\_

Number of Employees: 1,000 to  
2,499 Number of Sites Verified for: 5

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- GEORGIA 5 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Kimberly A Stark  
Telephone Number: (205) 849 - 4279 Fax Number: (205) 849 - 4565  
E-mail Address: kimberlystark@thompsontractor.com

Name: Frank M Wright  
Telephone Number: (205) 849 - 4267 Fax Number: (205) 849 - 4854  
E-mail Address: frankwright@thompsontractor.com



Company ID Number: 47130

**INFORMATION REQUIRED  
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Thompson Tractor Co., Inc.

Company Facility Address: 2401 Pinson Highway  
Birmingham, AL 35217

Company Alternate Address: P.O. Box 10367  
Birmingham, AL 35202-0367

County or Parish: JEFFERSON

Employer Identification Number: 630377478

North American Industry  
Classification Systems Code: 423

Parent Company: \_\_\_\_\_

Number of Employees: 1,000 to  
2,499 Number of Sites Verified for: 5

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- GEORGIA 5 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Kimberly A Stark**  
Telephone Number: **(205) 849 - 4279** Fax Number: **(205) 849 - 4565**  
E-mail Address: **kimberlystark@thompsontractor.com**

Name: **Frank M Wright**  
Telephone Number: **(205) 849 - 4267** Fax Number: **(205) 849 - 4854**  
E-mail Address: **frankwright@thompsontractor.com**



Company ID Number: 47130

**USCIS Verification Division**

Name (Please type or print)

Title

*Electronically Signed*

07/11/2007

Signature

Date