

BID SUBMITTAL FORM
Alabama County Joint Bidding Program
Heavy Equipment – Bid Item: 3.65 CY Wheel Loader Option B

Company Name: WARRIOR TRACTOR & EQUIPMENT COMPANY, INC.

Address: 6801 MCFARLAND BLVD W
NORTHPORT, AL 35476

Bid Submitted by: DAVID PATTERSON
(Name of company representative)

Title: SALES MANAGER e-mail address: DAVIDP@WARRIORTRACTOR.COM

Phone: 205-339-0300 Fax: 205-333-0101

By submitting this bid, we agree:

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

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

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

The company acknowledges the freight preparation and delivery price is to be included in the total bid price for the standard machine.

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

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

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

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

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

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

(initials)

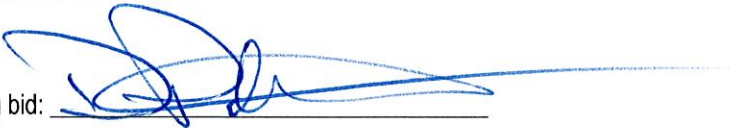
Total Bid Price for Standard Machine: \$ 176,400.00
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *

Freight Preparation and Delivery: \$ 7,000.00
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 281,387.00

Equipment Model #: JOHN DEERE 624L

Description: 3.65 CY WHEEL LOADER OPTION B

Signature of company representative submitting bid: 

Title: SALES 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

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*



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



Equipment Model #: JOHN DEERE 624L

Description: 3.65 CY WHEEL LOADER OPTION B

Signature of company representative submitting bid: 

Title: SALES 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.

BID SPECIFICATIONS FOR 3.65 CY WHEEL LOADER – OPTION B

GENERAL

These specifications shall be construed as the minimum acceptable standards for a 3.65-yard wheel loader. 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 wheel loader 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 specification 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 bid price 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, one (1) copy of the repair 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 on 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 X No

Page#

or

Attachment ATTAC

BRAKES

Machine shall have oil cooled single disc-type, adjustment-free service brakes, which are inboard mounted and sealed. Multi-disc parking brake which is inboard mounted and oil cooled.

Yes X No
Page # 26

ENGINE AND RELATED COMPONENTS

Engine shall be fully equipped, six cylinder, four stroke diesel type with all necessary operating accessories.

Yes X No
Page# 26

Engine Shall be designed and manufactured by the machine manufacturer

Yes X No
Page # 26

Engine shall meet or exceed current U.S. EPA Tier IV emissions levels.

Yes X No
Page # 26

Engine shall have a total displacement of not less than **414** cubic inches.

Yes X No
Page # 26

Engine shall develop at least **186 net HP** at no more than 1800 RPM. Standard engine equipment for rating shall include fan, air cleaner, water pump, lubrication oil pump, fuel pump, muffler and alternator.

Yes X No
Page # 26

Engine shall develop at least **609** lb-ft minimum net torque at no less than 1400 RPM.

Yes X No
Page # 26

The coolant level shall be able to be checked via a ground-level sight gauge.

Yes X No
Page # 34 & 35

Machine shall be equipped with 24V electric system for starting and operating, with a minimum 65-amp alternator.

Yes X No
Page # 26

GENERAL MACHINE CONFIGURATION

Machine basic operating weight shall not be less than **34,500 lbs.** Comparably equipped weight includes lubricants, coolant, full fuel tank, operator, General Purpose bucket with bolt-on cutting edge, 20.5-R25 tires and ROPS cab.

Yes ☒ No ☐
Page # 27

Machine shall be equipped with a minimum **3.65 cubic yard** ISO/SAE heaped General Purpose bucket with bolt-on cutting edge.

Yes ☒ No ☐
Page # 27 & ATTACH

Machine shall have 20.5 R25 L3 XHA traction-type tires.

Yes ☒ No ☐
Page # 26

Machine shall have four front and two rear working lights and two rear stop and taillights.

Yes ☒ No ☐
Page # 34 & 35

Machine shall have front fenders and rear platform extensions.

Yes ☒ No ☐
Page # 34 & 35

Machine shall have a back-up alarm.

Yes ☒ No ☐
Page # 34 & 35

OPERATOR'S STATION

Integral ROPS and sound suppressed cab shall be standard and shall meet both current OSHA and MSHA standards for operator and spectator sound.

Yes ☒ No ☐
Page # 34 & 35

Machine shall be equipped with a multilevel warning system, which will signal machine and component malfunctions. System should differentiate between major and minor malfunctions. Warning system shall record occurrences of periodic malfunctions.

Yes ☒ No ☐
Page # 34 & 35

Instrument gauges shall include digital gear range indicator, engine coolant temperature, fuel level, hydraulic oil temperature, speedometer, and transmission oil temperature.

Yes ☒ No ☐
Page # 34 & 35

Operator's seat shall be air suspension-type with adjustments for height, weight, fore/aft and suspension dampening, and adjustable armrests on left and right.

Yes ☒ No ☐
Page # 34 & 35

Yes X No
Page # 34 & 35

Yes X No _____
Page # 34 & 35

Yes X No
Page # 34 & 35

Yes X No
Page # 34 & 35

TRANSMISSION/POWERTRAIN

Yes X No
Page # 26

****24.8 MPH****

Yes X No X
Page # 26

Yes X No
Page # 34 & 35

HYDRAULICS

Yes X No
Page # 34 & 35

Yes X No
Page # 34 & 35

Yes X No
Page # 26

PERFORMANCE

Yes X No
Page # 27

Yes X No
Page # 27

Yes X No
Page # 27

624L WHEEL LOADER

30-Aug-2020



Code	Description	Qty
7590DW	624L WHEEL LOADER FOB Davenport, Ia. As not all option codes have field kits, please review your order option codes and available kits prior to placing a machine order	1
Option Codes		
2605	English Decals and Manuals	1
1010	Standard Wheel Loader	1
0924	John Deere PowerTech Engine John Deere PowerTech PVS 6.8L meets EPA FT4 and EU Stage IV Emissions (192 Net Peak hp) Turbocharged Wet Sleeve Cylinder Liners Automatic Glow Plugs Programmable Auto-Idle and Auto-Shutdown Selected Idle Adjustment from 900-1250 RPM Starter Protection 4 Valves/Cylinder Cooled Exhaust Gas Recirculation Automatic Derating for Exceeded System Temperatures Electronically Controlled HPCR Fuel Delivery System, B20 Biodiesel Compatible Electrical Fuel Priming System Serpentine Drive Belt with Automatic Tensioner Under Hood Dual Element Air Cleaner with Restriction Indicator Under Hood Exhaust Filter and Catalysts with Curved Exhaust Stack Automatic Exhaust Filter Regeneration Dual-Stage Fuel Filter and Water Separator 500 Hour Vertical Spin-on Oil Filter Cartridge Type Oil Crankcase Filter Automatic Engine Cool-down Timer Remote Start Battery Terminals	1
1510	Standard Hydraulic Fan Hydraulically driven fan with proportional fan speed control based on cooling demands to save fuel and reduce noise.	1

1410	Standard Engine Air Intake System	1
	Does not include centrifugal precleaner	
1310	Flat Black Curved Stack	1
1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	1
1210	100 amp Alternator	1
	For use with code 2708 8 Amp/12 V Power Converter.	
	Not Available with Premium Cab code 1910	
2708	8 Amp Converter	1
	Not Available with Premium Cab code 1910	
7120	Halogen Work and Drive Lights	1
	LED Front Turn/Marker & Rear Turn/Brake Lights	
1110	5-Speed Powershift Transmission	1
3046	Front Hydraulically Locking Differential and Rear Conventional Differential Axles	1
3120	Manual Axle Differential Lock	1
2010	Standard Z-BAR	1
	Parallel Lift Linkage	
2360	Joystick Controls	1
	Provides a single lever (joystick) control for the boom and the bucket. Optional 3rd and 4th functions are controlled with proportional thumb rollers integrated in the joystick handle.	
	Includes FNR switch integrated into the joystick control lever.	
2402	Two Function Hydraulics	1
	Controls Boom and Bucket only.	
	Not for use with code 2060 Tool Carrier Linkage.	
1970	Hydrau Hydraulic Fluid	1
2520	Less Ride Control	1

1905	Standard Cab	1
	The following options are only available on the standard cab:	
	1210 100 amp Alternator	
	1934 5 inch (127mm) Display Monitor	
	2220 Deluxe Seat	
	2708 8 amp Voltage Converter	
	8310 Standard Exterior Mirrors OR 8320 Heated Exterior Mirrors	
	8360 Standard radio OR 8380 No radio	
	Allows lowest cost configuration.	
	The following options are NOT available in the standard cab configuration:	
	8370 Premium Radio	
	8350 Remote Powered and Heated Exterior Mirrors	
8450	Cab with Air A/C Charge	1
2220	Deluxe Seat, Cloth with Air Suspension	1
	Fabric Covered Seat with Back Rest Extension includes Lumbar Adjustment and Air Suspension with Full Damping Capability.	
	Not Available with Premium Cab code 1910	
1940	7 inch Monitor	1
8310	Standard Exterior Mirrors	1
	Not Available with Premium Cab code 1910	
8380	No Radio	1
	Requires Standard Cab	
8240	Rear Camera	1
8275	LED Strobe Beacon with Left Beacon Bracket	1
	LED Strobe Beacon on hinged bracket mounted to the rear left side of the cab exterior.	
5610	Left Side Steps Only	1
2120	Steering Wheel Only	1
2870	No Payload Scale with Cycle Counter	1

Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and now includes all Ultimate Connectivity features – Wireless Data Transfer (WDT) enabling automatic data transfer from TimberMatic and Waratah H16 Measuring Systems to TimberManager and MyJohnDeere, supporting TimberOffice 5 Software. Additionally, Ultimate now includes Limited Internet features supporting optional ForestSight Solutions such as advance mapping systems and Remote Display Access (RDA) features supported by TeamViewer applications. JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality. Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions. Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.

5540	Full Width Front Fenders	1
	Includes full width front fenders, left side steps, as well as both left and right side platforms.	
	Fender width is wider than tire by design to capture more tire spray but is susceptible to damage if tire brushes against objects from the side.	
4421	Michelin XHA2, 20.5R25 L3 Single Star Radial Tires with 3pc Rims	1
8567	Factory Pin-on Bucket Ready	1
	Required when ordering factory installed pin-on buckets - NOT coupler style hook-on buckets or field installed buckets.	
8926	3.75 Cu. Yd. Bucket (Pin-On only)	1
	All 3.75 cu yd buckets are 106" (2692 mm) wide Enhanced Production buckets with weld-on Skid Shoes and integrated spill guard.	
	Requires Linkage code 2010 or 2020 or 2026 and code 8567 for Factory Pin-On Bucket.	
8880	Bolt-on Teeth with Cutting Edge Segments	1
	For use with 106 inch wide buckets.	
5840	No Fork Frame	1

5940	No Tines	1
	Required when ordering code 5840 No Fork Frame	
8220	Rear Hitch and Counterweight	1
9410	Transmission and Bottom Guards	1
	Recommended in applications where underside is vulnerable.	
	Includes transmission side guards, bottom guards, and loader mast side covers.	
9510	Lift Hooks	1

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.



JOHN DEERE

Current Date 01Jul2020

624L WHEEL LOADER

624L Standard Equipment

POWER TRAIN:

5 Speed Transmission with Lock-Up
Torque Converter
Electronically Controlled Fully Automated Shift System
Quick Shift Button on Loader
Control Lever with 2 Selectable Modes
Automatic / Manual Shift Modes
Programmable Maximum High Gear
Adaptive Clutch-Cutoff
Clutch Calibration
Engaged from Monitor
100% Locking Front and Conventional
Rear Differentials with Inboard
Mounted Heavy Duty Planetary Gears
Heavy Duty Self Adjusting Front and Rear Power Brakes
Electrically Actuated Automatic
Spring Applied, Hydraulically
Released, Wet Multi-Disc Park Brake
Transmission Fill Tube and Sight
Gauge
2000 Hour Transmission Filter
COOLING:
Quad-Cool System:
Heavy Duty, Trash

Hydraulic Reservoir with Sight
Gauge and Fill Strainer
Hydraulic Diagnostic Ports
4000 Hour In-Tank Filter

ELECTRICAL:

24 Volt Electrical System
Solid State Electrical Power
Distribution System
(2) Heavy Duty Batteries - each 950
Cold Cranking amps/190 minute
Reserve Capacity
Reserve Capacity
Lockable Master Electrical
Disconnect Switch
Battery Terminal Safety Covers
Pre-wired for
Beacon/Strobe Light
Lights:
(2) Halogen Driving Lights with
Guards
(4) Front and (2) Rear Work Lights
LED Turn Signals and Flashers
LED Stop and Tail Lights
Horn, Electric
Reverse Warning Alarm
Voltage Converter for 24V to 12V /
8 Amps
Multi-Function / Multi-Language LCD
Color Monitor includes:
DIGITAL INSTRUMENTS

Front and Rear Intermittent Windshield Wipers and Washers
(1) Inside and (2) Outside Rear View Mirrors
Left and Right Rear Side Opening Windows
Sun Visor
Keyless Start with Multiple Security Modes
Sealed Switch Module with Function Indicators
Seat with Back Rest Extension, Deep Foam, Fabric Cover, Adjustable Air Suspension for Weight/Height with Fore-Aft Adjustment and Adjustable Arm Rests
Hydraulic Controls Integrated to Seat
3 Inch High Visibility Blaze Orange
Seat Belt with Retractor
(2) Cup Holders
Lunch box (Cooler) Holder
LED Dome and Reading Light
12 Volt Power Port
Radio Ready
Rubber Floor Mat
Tilt Steering Column
Textured Steering Wheel with Spinner Knob
Operator's Manual Storage Compartment
Left Side Operator Station Access
Slip-Resistant Steps and Ergonomically Located Handholds
Overall Vehicle:
NeverGrease Rear Axle Oscillation Joints
Front and Rear Tie Downs
Front Fenders
Rear Hitch with Locking Pin
Articulation Locking Bar
Boom Locking Bar
40 Degree Steering Articulation to Each Side with Rubber Cushion Stops

Resistant
Radiator and High
Ambient Cooling
Package
2 Side access to all
Coolers
Cooling System isolated
from Engine
Compartment
Engine Radiator
Integral Engine Oil
Cooler
Hydraulic Oil Cooler (Oil
to Air)
Transmission Oil Cooler
(Oil to
Air)
Front and Rear Axle
Coolers with
Axle Oil Filtration
Charge Air Cooler (Air to
Air)
Coolant Recovery Tank
Antifreeze, -34F (-37 C)
Cool-on Demand Swing
out Fan
Enclosed Fan Safety
Guard
HYDRAULICS:
Pressure Compensating
Load Sensing
Hydraulic System
2 Function Hydraulic
Joystick with
FNR Control
Automatic Return to Dig
In Cab Adjustable
Automatic Boom
Height Kickout / Return
to Carry
Hydraulic Function
Enable / Disable

ANALOG Display:
Hydraulic Oil
Temperature
Engine Coolant
Temperature
Transmission Oil
Temperature
Engine Oil Pressure
DIGITAL Display:
Engine RPM
Transmission Gear /
Direction
Indicator
Hour Meter
Fuel Level
DEF Level
Speedometer
Odometer
Outside Temperature
Indicator Lights for
Standard and
Selected Options
Indicator Lights For
Amber Caution
and Red Stop
Operator Warning
Messages
BUILT-IN
DIAGNOSTICS:
Diagnostic Code Details
Sensor Values
Calibrations
Individual Circuit Tester
MENU DISPLAY:
Codes
Machine Settings
Diagnostics
Monitor Settings

OPERATOR'S STATION:
ROPS Quiet Cab with
Heater and Air
Conditioning
Defroster and
Pressurizer

on Frame
Vandal Protection With Lockable
Engine Enclosures, Right
Counterweight Compartment,
Battery
Box, Filler Access for
Radiator/Fuel/Hydraulic/Transmission

Service Steps and Handholds
Storage Compartment
Fuel Tank Fill Strainer
Heavy Duty Fuel Tank Guard
Ground Level Fueling and DEF
Less Tires and Wheels

Required - You must select one from each category

▼ BASE MACHINE

FOB Davenport, Ia.

As not all option codes have field kits, please review your order option codes and available kits prior to placing a machine order

Description	Code	Price
624L WHEEL LOADER	7590DW	\$227,192.00

▼ OPERATOR'S MANUAL AND DECALS

Description	Code	Price
English Decals and Manuals	2605	No Added Cost
Spanish Decals and Manuals	2610	No Added Cost
French Decals and Manuals	2615	No Added Cost

▼ MACHINE CONFIGURATION

Description	Code	Price
Standard Wheel Loader	1010	No Added Cost
Waste Handler Configuration	1021	No Added Cost

Requires the following codes:

1110- Transmission without Lockup Torque Converter
 1430 - Engine Air Intake with Centrifugal Precleaner
 1520 - Automatic Reversing Fan Drive
 2010 or 2020 - Z-BAR or High Lift Linkage
 3120 - Manual Axle Differential Lock
 5570 - Less Fenders
 5670 - Close Mounted Left Side Steps Only
 8450 - Cab w/ Air A/C Charge
 8230 - Less Hitch and Counterweights
 8298 - Less Beacon and Bracket
 9410 Transmission and Bottom Guards

Requires BYT11112 - 624L Waste Handler Package, Installed. (Requires loader to ship to GR Mfg).

The dealer is responsible for making arrangements to get the unit to GR Manufacturing for installation. Shipping cost is not included in the installation.

Agriculture Material Handling Configuration	1030	(\$1,345.00)
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Requires the following option codes in order to qualify for package group price:

1430 Air Intake System with Centrifugal Precleaner Engine
 1520 Reversing Fan Drive
 9115 Cab Fresh Air Precleaner
 2360 Single Joystick Hydraulic Control
 2403 Three Function Hydraulics
 2510 Ride Control
 9043 Environmental Drain and Diagnostic Sample Ports
 3049 Hi-Traction - Front and Rear Locking Differentials

▼ ENGINE

Description	Code	Price
John Deere PowerTech Engine	0924	\$24,858.00
John Deere PowerTech PVS 6.8L meets EPA FT4 and EU Stage IV Emissions (192 Net Peak hp) Turbocharged Wet Sleeve Cylinder Liners		

Automatic Glow Plugs
 Programmable Auto-Idle and Auto-Shutdown
 Selected Idle Adjustment from 900-1250 RPM
 Starter Protection
 4 Valves/Cylinder
 Cooled Exhaust Gas Recirculation
 Automatic Derating for Exceeded System Temperatures
 Electronically Controlled HPCR Fuel Delivery System, B20 Biodiesel
 Compatible
 Electrical Fuel Priming System
 Serpentine Drive Belt with Automatic Tensioner
 Under Hood Dual Element Air Cleaner with Restriction Indicator
 Under Hood Exhaust Filter and Catalysts with Curved Exhaust Stack
 Automatic Exhaust Filter Regeneration
 Dual-Stage Fuel Filter and Water Separator
 500 Hour Vertical Spin-on Oil Filter
 Cartridge Type Oil Crankcase Filter
 Automatic Engine Cool-down Timer
 Remote Start Battery Terminals

FAN DRIVE

Description	Code	Price
Standard Hydraulic Fan	1510	No Added Cost
Hydraulically driven fan with proportional fan speed control based on cooling demands to save fuel and reduce noise.		
Automatic Reversing Hydraulic Fan	1520	\$1,650.00
Hydraulically driven fan with proportional fan speed control based on cooling demands to save fuel and reduce noise. Automatic Reversing fan to purge debris and dust on cooling system inlet screens and coolers periodically to reduce cleaning. Reversing intervals can be set in the monitor.		
Requires code 1430 Engine Air Intake with Centrifugal Precleaner		

AIR INTAKE

Description	Code	Price
Standard Engine Air Intake System	1410	No Added Cost
Does not include centrifugal precleaner		
Engine Air Intake System with Centrifugal Precleaner	1430	\$667.00

EXHAUST

Description	Code	Price
Flat Black Curved Stack	1310	No Added Cost
Chrome Curved Stack	1330	\$443.00

FUEL FILTRATION

Description	Code	Price
Standard Fuel Filter with Water Separator and Standard Fuel Fill	1610	No Added Cost

ALTERNATOR

Description	Code	Price
100 amp Alternator	1210	No Added Cost

For use with code 2708 8 Amp/12 V Power Converter.

Not Available with Premium Cab code 1910

140 amp Alternator	1217	\$347.00
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Required with code 1910 Premium Cab, code 2715 15 Amp/12V Power Converter, or code 2730 30 Amp/12V Power Converter.

▼ CONVERTER

Description	Code	Price
8 Amp Converter	2708	No Added Cost

Not Available with Premium Cab code 1910

15 Amp Converter	2715	\$115.00
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Requires code 1217 140 amp alternator

30 Amp Converter	2730	\$265.00
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Requires code 1217 140 amp alternator

▼ LIGHTING

Description	Code	Price
Halogen Work and Drive Lights	7120	No Added Cost

LED Front Turn/Marker & Rear Turn/Brake Lights

Premium LED Work and Drive Lights	7140	\$1,449.00
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All exterior machine lights are LED
LED Front Turn/Marker & Rear Turn/Brake Lights

▼ TRANSMISSION

Description	Code	Price
5-Speed Powershift Transmission	1110	(\$3,900.00)

5-Speed Powershift Transmission with Lock-up Torque Converter	1120	No Added Cost
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Recommend Ride Control with Lock-up Torque Converter for Load and Carry applications.

▼ AXLES

Description	Code	Price
Front Hydraulically Locking Differential and Rear Conventional Differential Axles	3046	No Added Cost

High Traction - Front & Rear Hydraulically Locking Differential Axles	3049	\$2,453.00
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▼ DIFFERENTIAL LOCK

Description	Code	Price
Automatic Differential Lock	3110	\$1,429.00

Allows operator to switch on Automatic Diff Lock providing continual differential lock in all conditions, minimizing tire spin.
Requires code 9410 Transmission and Bottom Guards.

Manual Axle Differential Lock	3120	No Added Cost
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▼ LINKAGE CONFIGURATION

Description	Code	Price
Standard Z-BAR	2010	No Added Cost

Parallel Lift Linkage

High Lift Z-BAR	2020	\$4,477.00
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Parallel Lift Linkage

Adds 14.2 inches (360 mm) height to bucket hinge pin, fully raised over standard linkage. Rated tipping load and lift capacity will be lower than unit equipped with the standard boom.

High Lift Plus Z-BAR	2026	\$6,370.00
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Parallel Lift Linkage

Adds 25.2 inches (640 mm) height to bucket hinge pin, fully raised over standard linkage. Rated tipping load and lift capacity will be lower than unit equipped with the standard boom or high lift boom.

Tool Carrier Linkage	2060	\$7,240.00
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Parallel lift linkage optimized for maximum centerline visibility between the boom slabs to see the work tool. Also has a lower profile for reaching underneath obstructions when compared to z-bar linkages.

Requires Code 2403 Three Function Hydraulics or Code 2404 Four Function Hydraulics.

Requires Code 2510 Ride Control.

Requires Code 8560 Hydraulic Coupler - JRB 416 Pattern, Code 8561 Hydraulic Coupler - Hi-Vis/ISO Pattern, or Code 8563 Field Coupler Ready: Pins Only and Pin Disconnect Plumbing.

▼ HYDRAULIC CONTROLS

Description	Code	Price
Single Axis Lever Controls	2350	\$202.00

Provides an individual hydraulic function control lever for each function. Only available for 2 function and 3 function hydraulics. Includes steering column mounted FNR lever.

Joystick Controls	2360	No Added Cost
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Provides a single lever (joystick) control for the boom and the bucket. Optional 3rd and 4th functions are controlled with proportional thumb rollers integrated in the joystick handle. Includes FNR switch integrated into the joystick control lever.

▼ HYDRAULIC SYSTEM

Description	Code	Price
Two Function Hydraulics	2402	No Added Cost
Controls Boom and Bucket only.		
Not for use with code 2060 Tool Carrier Linkage.		
Three Function Hydraulics	2403	\$2,231.00
Controls Boom and Bucket and adds an auxiliary function and boom lines.		
Four Function Hydraulics	2404	\$4,231.00
Controls Boom and Bucket and adds two auxiliary functions and boom lines.		
Requires code 2360 Joystick Controls.		

▼ HYDRAULIC FLUID

Description	Code	Price
Hydrau Hydraulic Fluid	1970	No Added Cost
Hydrau XR Hydraulic Fluid	1975	\$250.00
Optional factory fill.		
Required for colder climates with operation below -25C (-13F) and extreme cold ambient temperatures down to -40C (-40F).		
Provides all-season capability in ambient temperatures ranging from -40C to 40C (-40F to 104F).		

▼ RIDE CONTROL

Description	Code	Price
Ride Control	2510	\$4,015.00
Code 9410 Transmission and Bottom Guards are recommended in applications where underside is vulnerable.		
Less Ride Control	2520	No Added Cost

▼ CAB / ROPS

Description	Code	Price
Standard Cab	1905	No Added Cost
The following options are only available on the standard cab:		
1210 100 amp Alternator		
1934 5 inch (127mm) Display Monitor		
2220 Deluxe Seat		
2708 8 amp Voltage Converter		
8310 Standard Exterior Mirrors OR 8320 Heated Exterior Mirrors		
8360 Standard radio OR 8380 No radio		
Allows lowest cost configuration.		
The following options are NOT available in the standard cab configuration:		
8370 Premium Radio		

8350 Remote Powered and Heated Exterior Mirrors

Premium Cab	1910	(\$512.00)
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Requires/Includes the following option codes in order to qualify for package group price:

1217 140 Amp Alternator
1940 7 inch (178mm) Display Monitor OR 1945 7 inch (178mm) Display Monitor with Dedicated 7 inch (178mm) Rear View Camera Display
2240 Premium Seat
2715 15 amp Voltage Converter OR 2730 30 amp Voltage Converter
8350 Remote Powered and Heated Exterior Mirrors
8370 Premium Radio

Also includes Cab Automatic Temperature Control System.

▼ A/C CHARGE

Description	Code	Price
Cab with Air A/C Charge	8450	No Added Cost

▼ SEAT

Description	Code	Price
Deluxe Seat, Cloth with Air Suspension	2220	No Added Cost

Fabric Covered Seat with Back Rest Extension includes Lumbar Adjustment and Air Suspension with Full Damping Capability.

Not Available with Premium Cab code 1910

Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension	2240	\$1,295.00
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Leather Accented Seat with Back Rest Extensions includes Pan Tilt, Pan Extend, Lumbar Adjustment and Air Suspension with Full Damping Capability.

▼ MONITOR

Description	Code	Price
7 inch Monitor	1940	No Added Cost

7 inch Monitor with Dedicated Rear Camera Display	1945	\$1,645.00
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Provides a separate and dedicated 7 inch display monitor for displaying continuous rear view camera imagery and allowing standard monitor to display without interruption.

5 inch Monitor	1934	(\$206.00)
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Not Available with Premium Cab code 1910

▼ MIRRORS

Description	Code	Price
Standard Exterior Mirrors	8310	No Added Cost

Not Available with Premium Cab code 1910

Heated Exterior Mirrors	8320	\$424.00
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Not Available with Premium Cab code 1910

Remote Powered and Heated Exterior Mirrors	8350	\$712.00
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Not Available with Standard Cab code 1905

RADIO

Description	Code	Price
Standard Radio	8360	\$576.00
AM/FM/Weather Band (WB) Radio with Remote AUX Port		
Requires Standard Cab		
Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and Remote USB Port	8370	\$850.00
AM/FM/Weather Band (WB) Radio with Bluetooth, Remote Aux and Remote USB Port		
Requires Premium cab		
No Radio	8380	No Added Cost
Requires Standard Cab		

REAR OBJECT DETECTION

Description	Code	Price
Rear Camera and Rear Object Radar Detection	8235	\$3,304.00
Display shows view behind the machine and provides audible alert. Rear view is displayed in video-enabled color monitor or dedicated color monitor.		
Rear Camera	8240	In Base Price
No Rear Object Detection	8250	(\$1,085.00)
Not Available with Premium Cab code 1910		

BEACONS

Description	Code	Price
LED Strobe Beacon with Left Beacon Bracket	8275	\$275.00
LED Strobe Beacon on hinged bracket mounted to the rear left side of the cab exterior.		
Left Beacon Bracket Only	8290	\$168.00
Hinged bracket only mounted to the rear left side of the cab exterior.		
No Strobe Beacon or Left Beacon Bracket	8298	No Added Cost

CAB ENTRANCE STEPS

Description	Code	Price
Left Side Steps Only	5610	No Added Cost

Left And Right Side Steps	5620	\$920.00
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Not for use with code 5570 Less Fenders and Rear Platforms

Close Mounted Left Side Steps Only	5670	No Added Cost
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Requires code 5570 Less Fenders and Rear Platforms

STEERING SYSTEMS

Description	Code	Price
Steering Wheel Only	2120	No Added Cost

Steering Wheel Only with Secondary Steering	2130	\$2,851.00
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Secondary Steering is NOT Joystick Steering Control. Secondary steering is used in the event of a failure of the normal steering power source(s), or if engine shuts down while the machine is in motion and allows temporary steering of the machine by using an electric motor powered steering pump or a ground driven steering pump (depending on loader model) to provide temporary hydraulic pressure and flow to the steering cylinders.

PAYLOAD SCALE

Description	Code	Price
No Payload Scale with Cycle Counter	2870	\$119.00

No Payload Scale without Cycle Counter	2890	No Added Cost
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MACHINE CONNECTIVITY

Machine connectivity functions require cellular coverage. Usage of JDLink System requires customer's acceptance of the terms of the John Deere Telematics System Contract.

Option availability limited by specific geographical regions. Please refer to region specific price pages for appropriate ordering codes.

Description	Code	Price
JDLink Ultimate 5 Year Subscription	170C	No Added Cost

Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and now includes all Ultimate Connectivity features - Wireless Data Transfer (WDT) enabling automatic data transfer from TimberMatic and Waratah H16 Measuring Systems to TimberManager and MyJohnDeere, supporting TimberOffice 5 Software. Additionally, Ultimate now includes Limited Internet features supporting optional ForestSight Solutions such as advance mapping systems and Remote Display Access (RDA) features supported by TeamViewer applications. JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality. Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions. Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.

JDLink Ultimate Dual 5 Year Subscription

170J

\$2,074.00

Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and now includes all cellular dependent Ultimate Connectivity features - Wireless Data Transfer (WDT) enabling automatic data transfer from TimberMatic and Waratah H16 Measuring Systems to TimberManager and MyJohnDeere, supporting TimberOffice 5 Software. Additionally, Ultimate Dual now includes Limited Internet features supporting optional ForestSight Solutions such as advance mapping systems and Remote Display Access (RDA) features supported by TeamViewer applications when cellular signal is available. JD Link Ultimate Dual works with the 4G LTE MTG to automatically transmit compressed summary data over a satellite network when a cellular network is not available. JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality. Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions.

Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.

FENDERS**Description****Code****Price****Standard Front Fenders**

5530

No Added Cost

Includes standard width front fenders, left side steps, as well as both left and right side platforms.

Fender width is narrower than tire by design to be less susceptible to damage if tire brushes against objects from the side.

Full Width Front Fenders

5540

\$320.00

Includes full width front fenders, left side steps, as well as both left and right side platforms.

Fender width is wider than tire by design to capture more tire spray but is susceptible to damage if tire brushes against objects from the side.

Full Width Front and Rear Fenders

5550

\$2,310.00

Includes full width front and rear fenders, left side steps, as well as both left and right side platforms.

Fender width is wider than tire by design to capture more tire spray but is susceptible to damage if tire brushes against objects from the side.

Mudflaps and wiper flap are NOT included.

Full Coverage Front and Rear Fenders with Mudflaps

5560

\$2,805.00

Includes full width front and rear fenders, left side steps, as well as both left and right side platforms.

Also includes mudflaps and wiper flap on front fenders to reduce tire spray while traveling fast in wet conditions.

Fender width is wider than tire by design to capture more tire spray but is susceptible to damage if tire brushes against objects from the side.

Less Fenders and Rear Platforms

5570 No Added Cost

Not for use with Code 5620 Left and Right Side Steps

WHEELS AND TIRES

All Tires are tubeless and include rims, axle stops when required, and come in sets of 4.

Tire chain use requires Axle Stops.

NOTE: If a No Brand Preference code is selected a 9000 code in the Optional Equipment - Order as Desired section will automatically be selected as well. This is required to enable the factory to source this order.

Orders with custom codes are exempt from order response targets. Not all custom codes may be published. If there are specific configuration needs that you don't see available, please contact Dealer Marketing Assistance Center (DMAC): (563) 589-6660.

Description	Code	Price
<u>Less Wheels and Tires</u>		

Less Wheels and Tires	4000	No Added Cost
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8 Degree Axle Stops Installed

If solid tires are installed it requires the Rear Access Platforms from GR Mfg listed in the Referral section of the Price Pages. Includes retaining hardware. This package is required for rear axle warranty. For warranty information refer to the SAM manual.

20.5x25 3pc. Rims Less Tires	4007	\$3,171.00
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8 Degree Axle Stops Installed

600/65R25 3pc. Rims Less Tires	4008	\$3,185.00
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8 Degree Axle Stops Installed

20.5R25 L2 Single Star Radial Tires With 3 Piece Rims

No Brand Preference	4932	\$14,275.00
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Titan TGD2, 20.5R25 L2 Single Star Radial Tires with 3pc Rims	4413	\$15,000.00
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Bridgestone VUT, 20.5R25 L2 Single Star Radial Tires with 3pc Rims	4412	\$16,930.00
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Michelin XTLA, 20.5R25 L2 Single Star Radial Tires with 3pc Rims	4411	\$18,283.00
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Custom Code - Bridgestone VKT, 20.5R25 L2 Single Star Radial Tires with 3pc Rims	44A5	\$23,734.00
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20.5-25 L2 16PR Bias Tires With 3 Piece Rims

No Brand Preference	4933	\$11,900.00
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Titan Loader, 20.5-25 L2 16PR Bias Tires with 3pc Rims	4323	\$12,600.00
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Firestone SGG, 20.5-25 L2 16PR Bias Tires with 3pc Rims	4322	\$13,107.00
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20.5R25 L3 Single Star Radial Tires With 3 Piece Rims

No Brand Preference	4934	\$13,138.00
Titan STL3, 20.5R25 L3 Single Star Radial Tires with 3pc Rims	4423	\$13,900.00
Bridgestone VJT, 20.5R25 L3 Single Star Radial Tires with 3pc Rims	4425	\$16,640.00
Michelin XHA2, 20.5R25 L3 Single Star Radial Tires with 3pc Rims	4421	\$19,030.00
<u>Other Tire Options</u>		
Firestone SRG, 20.5-25 16PR L3 Bias Tires with 3pc. Rims	4332	\$14,080.00
Michelin XSnoPlus, 20.5R25 L2 Radial Tires with 3pc Rims	4415	\$19,950.00
Michelin MegaXbib, 620/75R26 Agriculture Tires with 1pc Rims	5114	\$19,320.00
8 degree axle stops installed. Requires Code 5570 Less Front Fenders and Rear Platforms.		
Michelin MegaXbib, 750/65R26 Agriculture Tires with 1pc Rims	5116	\$19,850.00
8 degree axle stops installed. Requires Code 5570 Less Front Fenders and Rear Platforms and Code 5670 Close Mounted Left Side Steps.		
Custom Code - Michelin XLD, 600/65R25 L3 Radial Tires with 3pc Rims	52A4	\$27,353.00
8 degree axle stops installed		
Custom Code - Firestone SDT, 20.5X25 20PR L5 Bias Tires with 3pc Rims	43B6	\$29,531.00
8 degree axle stops installed		
Custom Code - Michelin XHA2, 23.5R25 L3 Single Star Radial Tires with 3pc Rims	46A5	\$31,602.00
8 degree axle stops installed		
Custom Code - Michelin XLD, 20.5R25 D2 L5 Radial Tires with 3pc Rims	44A7	\$35,873.00
8 degree axle stops installed		

HYDRAULIC COUPLERS

Description	Code	Price
Hydraulic Coupler - JRB 416 Pattern	8560	\$5,709.00
Hydraulic Coupler - Hi-Vis/ISO Pattern	8561	\$5,709.00
Field Coupler Ready: Pin Disconnect Plumbing	8563	\$1,452.00

For use with field installed Attachment couplers.
Includes hydraulic lines from control valve to loader boom cross tube,

electric switch, and solenoid valve.

Pins NOT included dealer will need to work with aftermarket supplier of coupler to procure proper size pins.

Field Bucket Ready: Pins Only	8565	\$595.00
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Pins are shipped with the machine.

The pins provided are designed and intended for use in installing Deere designed field installed pin-on buckets. Use of the pins to attach any other buckets, couplers, or other attachments may or may not be acceptable, and must be reviewed on a case by case basis to determine if they provide adequate pin engagement and pin retention.

Factory Pin-on Bucket Ready	8567	No Added Cost
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Required when ordering factory installed pin-on buckets - NOT coupler style hook-on buckets or field installed buckets.

BUCKETS

Bucket options are orderable with either a coupler or a pin-on configuration, unless otherwise noted.

Description	Code	Price
2.5 Cu. Yd. Bucket	8900	\$6,041.00
All 2.5 cu yd buckets are 100" (2540mm) wide coupler style hook-on Enhanced Production buckets with weld-on Skid Shoes and integrated spill guard.		
No pin-on bucket is offered in this size.		
Not for use with code 8567 Factory Pin-on Bucket.		
2.75 Cu. Yd. Bucket	8905	\$6,533.00
All 2.75 cu yd buckets are 100" (2540 mm) wide Enhanced Production buckets with weld-on Skid Shoes and integrated spill guard.		
2.75 cu yd pin-on bucket is not available for this size.		
Not for use with code 8567 Factory Pin-on Bucket.		
3.0 Cu. Yd. Bucket (Coupler only)	8910	\$7,007.00
All 3.0 cu yd buckets are Enhanced Production buckets with weld-on Skid Shoes and integrated spill guard. This is a Coupler style hook-on bucket and is 106" (2692 mm) wide.		
Requires Coupler code 8560 or 8561.		
3.25 Cu. Yd. Bucket (Coupler only)	8915	\$7,241.00
All 3.25 cu yd buckets are 106" (2692 mm) wide Enhanced Production buckets with weld-on Skid Shoes and integrated spill guard.		
Requires Coupler code 8560 or 8561.		
3.5 Cu. Yd. Bucket (Coupler only)	8920	\$7,738.00
All 3.5 cu yd buckets are 106" (2692 mm) wide Enhanced Production buckets with weld-on Skid Shoes and integrated spill guard.		
3.5 cu yd coupler style hook-on buckets are not available for the 624L High Lift Plus.		
Requires Linkage code 2010 or 2020 or 2060 and Coupler code 8560 or 8561.		
3.5 Cu. Yd. Bucket (Pin-On only)	8921	\$7,738.00

All 3.5 cu yd buckets are 106" (2692 mm) wide Enhanced Production buckets with weld-on Skid Shoes and integrated spill guard. Requires Linkage code 2010 or 2020 or 2026 and code 8567 for Factory Pin-on Bucket.

3.75 Cu. Yd. Bucket (Coupler only)	8925	\$8,501.00
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All 3.75 cu yd buckets are 106" (2692 mm) wide Enhanced Production buckets with weld-on Skid Shoes and integrated spill guard. 3.75 cu yd coupler style hook-on buckets are not available for the 624L High Lift or High Lift Plus. Requires Linkage code 2010 or 2060 and Coupler code 8560 or 8561.

3.75 Cu. Yd. Bucket (Pin-On only)	8926	\$8,501.00
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All 3.75 cu yd buckets are 106" (2692 mm) wide Enhanced Production buckets with weld-on Skid Shoes and integrated spill guard. Requires Linkage code 2010 or 2020 or 2026 and code 8567 for Factory Pin-On Bucket.

4.0 Cu. Yd. Light Material Bucket (Coupler-only)	8930	\$9,963.00
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114" (2896 mm) wide Enhanced Production Light Material bucket with Bolt on Cutting Edges, Bolt on Skid Shoes, and integrated spill guard. Side cutters are also available as field kits.

Requires code 8860 Bolt-on Cutting Edge

Not for use with code 8567 Factory Pin-on Bucket.

4.5 Cu. Yd. Light Material Bucket (Coupler-only)	8940	\$10,854.00
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114" (2896 mm) wide Enhanced Production Light Material bucket with Bolt on Cutting Edges, Bolt on Skid Shoes, and integrated spill guard. Side cutters are also available as field kits.

Requires code 8860 Bolt-on Cutting Edge

Not for use with code 8567 Factory Pin-on Bucket.

5.25 Cu. Yd. Light Material Bucket (Coupler-only)	8950	\$12,098.00
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120" (3048 mm) wide Enhanced Production Light Material bucket with Bolt on Cutting Edges, Bolt on Skid Shoes, and integrated spill guard. Side cutters are also available as field kits.

Requires code 8860 Bolt-on Cutting Edge

Not for use with code 8567 Factory Pin-on Bucket.

No Bucket	8960	No Added Cost
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STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products***: 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**



Company ID Number: 513478

THE 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 Department of Homeland Security (DHS) and Warrior Tractor & Equipment Co., Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. 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. 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. 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 SSA as governed

Company ID Number: 513478

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 provide 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 within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide 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 non-citizens 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 DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on 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 make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials 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, 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 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 employees' 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



Company ID Number: 513478

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide 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.

8. DHS agrees to provide 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 and all employees who are to be verified through the system.

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 most recent version of the E-Verify User 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 current 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 objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- 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 photocopy must be of sufficient quality to allow for verification of the photo

Company ID Number: 513478

and written information. The employer will use the photocopy to verify the photo and to assist DHS 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, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, 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 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 good faith 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 \$550 and \$1,100 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 an 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 based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system 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 for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has 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 User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. 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. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 513478

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, 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 perceived 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(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) 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 or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, 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 except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 513478

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 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 SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. 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, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

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 cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

Company ID Number: 513478

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Company ID Number: 513478

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

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 system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Company ID Number: 513478

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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 DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee 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. The Employer must review the tentative nonconfirmation with the employee in private.

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 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 DHS through its toll-free hotline (as found on the referral letter) 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. The Employer agrees to check the E-Verify system regularly for case updates.

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 (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 513478

ARTICLE IV

SERVICE PROVISIONS

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 E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. 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 User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 513478

D. 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.

E. 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.

F. 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, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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



Company ID Number: 513478

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 at 888-464-4218.

Employer Warrior Tractor & Equipment Co., Inc.

Stanley McCracken

Name (Please Type or Print)

Title

Electronically Signed

03/01/2012

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

03/01/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Warrior Tractor & Equipment Co., Inc.
Company Facility Address:	6801 McFarland Blvd
	Northport, AL 35476
Company Alternate Address:	P O Box 412
	Northport, AL 35476
County or Parish:	TUSCALOOSA
Employer Identification Number:	630588737

Company ID Number: 513478

North American Industry Classification Systems Code:	423
Administrator:	Warrior Tractor and Equipment Co., Inc.
Number of Employees:	100 to 499
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• ALABAMA 1 site(s)	

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

Name:	Stanley N McCracken		
Telephone Number:	(205) 339 - 0300	Fax Number:	(205) 333 - 0101
E-mail Address:	wte024@warriortractor.com		

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