

BID SUBMITTAL FORM
Alabama County Joint Bidding Program
Heavy Equipment – Bid Item: Compact Track Excavator Option D-2

Company Name: THOMSPON TRACTOR COMPANY

Address: P.O. BOX 10367

BIRMINGHAM, AL 35202-0367

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

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

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

By submitting this bid, we agree:

Initials

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

JAS

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

JAS

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

JAS

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

JAS

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

JAS

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

JAS

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

JAS

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

JAS

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

JAS

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

JAS


Total Bid Price for Standard Machine: \$ 107,664
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *

Freight Preparation and Delivery: \$ 2,978
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 144,994

Equipment Model #: CATERPILLAR 308

Description: MINI HYDRAULIC EXCAVATOR

Signature of company representative submitting bid: 

Title: SALES OPERATIONS MANAGER

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

BID SUBMITTAL FORM: OPTION COST SHEET

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 #: CATERPILLAR 308

Description: MINI HYDRAULIC EXCAVATOR

Signature of company representative submitting bid: _____



Title: SALES OPERATIONS MANAGER

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

308	COMPACT TRACK EXCAVATOR OPTION D-2	2021 Pricing
577-8228	308 07A CR MHE DCA8C INCLUDES: 512-1401 308 07A CR MINI EXCAVATOR 511-6253 ELECTRICAL ARRANGEMENT, C3.3 HRC 518-6184 ENGINE, EPA TIER 4 FINAL 562-3698 STD BLADE, STD U/C, TG W/ RUBBER PADS 563-2071 LONG STICK 510-6070 AIR SUSPENSION SEAT, FABRIC, HEATED 522-6460 CAT KEY, WITH PASSCODE OPTION 511-6177 MONITOR NEXT GEN, ADVANCED, CR 512-2573 BOOM, SWING 514-8055 BOOM LINES 514-8067 STICK LINES 516-1613 AUX LINES, QC, LONG STK 520-0778 QUICK COUPLER CONTROL 525-6657 EXTRA COUNTERWEIGHT 382-8757 ECOLOGY DRAIN 510-6085 3" RETRACTABLE SEAT BELT 511-6157 TRAVEL ALARM 511-6216 STANDARD LIGHTS 511-6219 RADIO 557-5123 CELLULAR PRODUCT LINK PLE643 511-6235 REAR VIEW CAMERA 415-2556 HEATER, WATER JACKET 568-1567 LINKAGE, BUCKET W/ LIFTING EYE 557-1709 SOFTWARE, PROPORTIONAL CONTROL 557-1710 SOFTWARE, STICK STEER CONTROL 557-1711 KIT, 2 WAY CONTROL 557-1713 SOFTWARE, CODED START	\$142,743
295-5952	24" HEAVY DUTY BUCKET 8.1 FT3	\$2,251
421-8926	SERIALIZED TECHNICAL MEDIA KIT	
	TOTAL BID PRICE FOR STANDARD MACHINE	\$107,664
	FREIGHT PREPARATION AND DELIVERY	\$2,978
	TOTAL MANUFACTURER'S SUGGESTED RETAIL PRICE FOR STANDARD MACHINE	\$144,994

BID SPECIFICATIONS FOR COMPACT TRACK-MOUNTED HYDRAULIC EXCAVATOR Option D-2

GENERAL

These specifications shall be construed as the minimum acceptable standards for a track mounted hydraulic excavator with long undercarriage. 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 manufacturers' equipment. The excavator must be a new current production model and shall meet all EPA and other applicable standards at the time of manufacture.

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

BID SUBMITTAL FORM

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

BID PRICE

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

MANUALS

Each unit shall be provided with one (1) copy of the operator's manual, one [1] 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. If any replacement parts are not delivered within three (3) working days of an order being placed, the bidder will deliver an equivalent machine for the county to use at no cost to the county until such time as the parts are delivered to the county so it can affect repairs to its machine.

WARRANTY

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

Yes ☒ No ☐

Page#

or

Attachment ☒

WEIGHT

Minimum 18,500 lbs.

Yes ☒ No ☐
Page # 1

Four (4) cylinders, minimum 190 cubic inch diesel engine with minimum 60 net flywheel horsepower. Tier 4 Final

Yes ☒ No ☐
Page # 1

Engine must be designed and built by the machine manufacturer.

Yes ☒ No ☐
Page # 1

UNDERCARRIAGE

Undercarriage length shall be minimum 9"

Yes ☒ No ☐
Page # 2

Track shoe width shall be minimum 17.5" and shall have automatic tensioning.

Yes ☒ No ☐
Page # 2

Minimum five (5) track rollers per side.

Yes ☒ No ☐
Page # 2

Minimum one (1) carrier rollers per side.

Yes ☒ No ☐
Page # 2

Unit shall be equipped with steel tracks with rubber track pads.

Yes ☒ No ☐
Page # 4

CAPACITIES

Fuel Tank Capacity – 35 gallon minimum

Yes ☒ No ☐
Page # 2

Hydraulic Tank Capacity – 14 gallon minimum

Yes ☒ No ☐
Page # 2

Engine Coolant – 2 gallon minimum

Yes ☒ No ☐
Page # 2

BOOM AND STICK

One-piece boom with minimum 11' length.

Yes ☒ No ☐
Page # 4

Stick shall be a minimum 5.5' long

Yes ☒ No ☐
Page # 4

DIMENSIONS

Reach at ground level – 22' minimum

Yes ☒ No ☐
Page # 2

Bucket breakout force – minimum 12,500 lbs.

Yes ☒ No ☐
Page # 2

Stick digging force – minimum 8,500 lbs.

Yes ☒ No ☐
Page # 2

BUCKET

Standard Bucker 24" width

Yes ☒ No ☐
Page # 4

HYDRAULICS

Hydraulic pump output shall be a minimum of 55 GPM

44 GPM

Yes ☐ No ☒
Page # 2

Blade

Blade width – minimum 7'

Yes ☒ No ☐
Page # 2

CAB

Enclosed ROPS cab:

Heater

Yes ☒ No ☐
Page # 4

Factory installed air conditioning and Heater

Yes ☒ No ☐
Page # 1, 2

AM/FM radio

Yes ☒ No ☐
Page # 4

Deluxe Suspension Seat

Yes ☒ No ☐
Page # 4



Cat[®] 308 CR

MINI HYDRAULIC EXCAVATOR

FEATURES:

The Cat[®] 308 CR Mini Excavator delivers maximum power and performance in a mini size to help you work in a wide range of applications.

ALL DAY COMFORT

- A sealed and pressurized cab is equipped with an improved air conditioning system, adjustable wrist rests and a suspension seat to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive Next Generation Monitor provides customizable machine operator preferences and easy to read machine information.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls with a push of a button. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A MINI DESIGN

- Increased lifting, swinging, travel and multi-functioning performance help you get the job done more efficiently, and dig-to-blade allows for easy clean up.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat Mini Excavator is designed to help keep you safe on the job. A back-up camera, courtesy work lights and a fluorescent retractable seat belt are just a few of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat Mini Excavator. Routine check points are easy to access at ground level with grouped service points and robust service panels.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat Mini Excavator was designed with reducing your operating costs in mind.

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.

Specifications

Engine

Engine Model	Cat C3.3B	
Rated Net Power @ 2,200 rpm		
U.S. EPA Tier 4 Final	52.4 kW	70.3 hp
EU Stage V	53.3 kW	71.5 hp
ISO 9249/EEC 80/1269		
Gross Power		
ISO 14396	55.4 kW	74.3 hp
Bore	94 mm	3.7 in
Stroke	120 mm	4.7 in
Displacement	3.33 L	203 in ³

Weights

Minimum Operating Weight with Cab*	8440 kg	18,610 lb
Maximum Operating Weight with Cab**	9105 kg	20,077 lb

*Minimum Weight is based on rubber tracks, no counterweight, operator, full fuel tank, standard stick, blade and no bucket.

**Maximum Weight is based on steel tracks with rubber pads, counterweight, operator, full fuel tank, long stick, blade and no bucket.

Weight Increase from Minimum Configuration

Counterweight	250 kg	552 lb
Long Stick	66 kg	146 lb
Steel Tracks with Pads	341 kg	752 lb



308 CR Mini Hydraulic Excavator

Travel System

Travel Speed – High	5.1 km/h	3.2 mph
Travel Speed – Low	3.1 km/h	1.9 mph
Maximum Traction Force – High Speed	27.8 kN	6,250 lbf
Maximum Traction Force – Low Speed	67.5 kN	15,175 lbf
Ground Pressure – Minimum Weight	36.9 kPa	5.4 psi
Ground Pressure – Maximum Weight	39.8 kPa	5.8 psi
Gradeability (maximum)	30 degrees	

Service Refill Capacities

Cooling System	10.0 L	2.6 gal
Engine Oil	11.2 L	3.0 gal
Fuel Tank	147 L	39 gal
Hydraulic Tank	53 L	14 gal
Hydraulic System	110 L	29 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow @ 2,400 rpm	167 L/min	44 gal/min
Operating Pressure – Equipment	285 bar	4,134 psi
Operating Pressure – Travel	285 bar	4,134 psi
Operating Pressure – Swing	250 bar	3,626 psi
Auxiliary Circuit – Primary		
Flow	131 L/min	35 gal/min
Pressure	285 bar	4,134 psi
Auxiliary Circuit – Secondary		
Flow	33 L/min	9 gal/min
Pressure	285 bar	4,134 psi
Digging Force – Stick (Standard)	42.3 kN	9,509 lbf
Digging Force – Stick (Long)	35.7 kN	8,032 lbf
Digging Force – Bucket	62.0 kN	13,946 lbf

Swing System

Machine Swing Speed	10.6 rpm
Boom Swing – Left	60 degrees
Boom Swing – Right	50 degrees

Blade

Width (Standard)	2300 mm	91 in
Width (Wide)	2450 mm	97 in
Height	431 mm	17 in

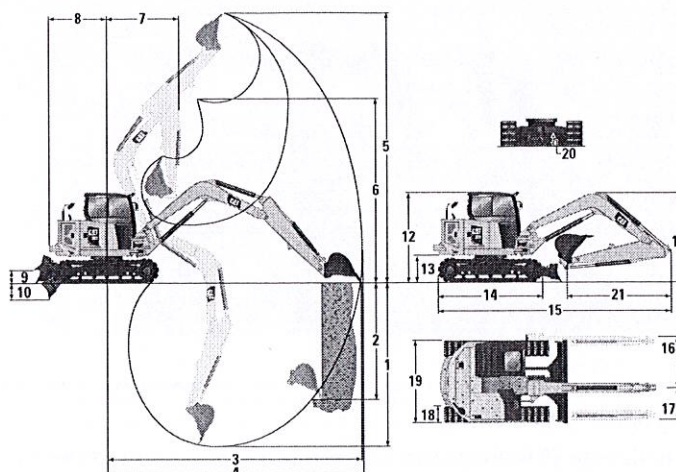
Certification – Cab

Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
Tip Over Protective Structure (TOPS)	ISO 12117:1997
Top Guard	ISO 10262:1998 (Level II)

Sound

Operator Sound Pressure (ISO 6396:2008)	72 dB(A)
Average Exterior Sound Pressure (ISO 6395:2008)	99 dB(A)

• European Union Directive “2000/14/EC”



Dimensions

	Standard Stick	Long Stick
1 Dig Depth	4108 mm (162 in)	4643 mm (183 in)
2 Vertical Wall	2991 mm (118 in)	3404 mm (134 in)
3 Maximum Reach at Ground Level	6949 mm (274 in)	7460 mm (294 in)
4 Maximum Reach	7141 mm (281 in)	7637 mm (301 in)
5 Maximum Dig Height	6736 mm (265 in)	7039 mm (277 in)
6 Maximum Dump Clearance	4760 mm (187 in)	5072 mm (200 in)
7 Boom in Reach	3059 mm (120 in)	3215 mm (127 in)
8 Tail Swing		
with Counterweight	1645 mm (65 in)	1645 mm (65 in)
without Counterweight	1450 mm (57 in)	1450 mm (57 in)
9 Maximum Blade Height	370 mm (15 in)	370 mm (15 in)
10 Maximum Blade Depth	407 mm (16 in)	407 mm (16 in)
11 Transport Height	2487 mm (98 in)	2522 mm (99 in)
12 Cab Height	2541 mm (100 in)	2541 mm (100 in)
13 Swing Bearing Height	756 mm (30 in)	756 mm (30 in)
14 Overall Undercarriage Length	2880 mm (113 in)	2880 mm (113 in)
15 Overall Shipping Length	6571 mm (259 in)	6656 mm (262 in)
16 Boom Swing Right	935 mm (37 in)	935 mm (37 in)
17 Boom Swing Left	604 mm (24 in)	604 mm (24 in)
18 Track Belt/Shoe Width	450 mm (18 in)	450 mm (18 in)
19 Overall Track Width	2300 mm (91 in)	2300 mm (91 in)
20 Ground Clearance	350 mm (14 in)	350 mm (14 in)
21 Stick Length	1823 mm (72 in)	2358 mm (93 in)

Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.0 kg of refrigerant which has a CO₂ equivalent of 1.430 metric tonnes.

308 CR Mini Hydraulic Excavator

Lift Capacities – Minimum Configuration*

Lift Point Height			Lift Point Radius 3 m (9.8 ft)			Lift Point Radius 4.5 m (14.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)				2445 (5,391)	1870 (4,123)	1630 (3,594)	2195 (4,840)	1490 (3,285)	1300 (2,867)	5.13 (16.8)
	Long Stick	kg (lb)							1625 (3,583)	1235 (2,723)	1075 (2,370)	5.74 (18.8)
3 m (9.8 ft)	Standard Stick	kg (lb)				2770 (6,108)	1805 (3,980)	1565 (3,451)	2130 (4,697)	1160 (2,558)	1010 (2,227)	5.90 (19.4)
	Long Stick	kg (lb)				2400 (5,292)	1825 (4,024)	1580 (3,484)	1585 (3,495)	995 (2,194)	865 (1,907)	6.42 (21.1)
1.5 m (4.9 ft)	Standard Stick	kg (lb)				3345 (7,376)	1685 (3,715)	1450 (3,197)	2305 (5,083)	1060 (2,337)	915 (2,018)	6.13 (20.1)
	Long Stick	kg (lb)				3080 (6,791)	1685 (3,715)	1450 (3,197)	1695 (3,737)	915 (2,018)	790 (1,742)	6.63 (21.8)
0 m (0 ft)	Standard Stick	kg (lb)	3750 (8,269)	2970 (6,549)	2460 (5,424)	3535 (7,795)	1600 (3,528)	1370 (3,021)	2365 (5,215)	1090 (2,403)	945 (2,084)	5.89 (19.3)
	Long Stick	kg (lb)	3845 (8,478)	2920 (6,439)	2405 (5,303)	3480 (7,673)	1570 (3,462)	1340 (2,955)	1990 (4,388)	935 (2,062)	805 (1,775)	6.42 (21.1)

*Minimum Weight includes rubber belts, cab, operator, full fuel tank, no counterweight and no bucket.

Lift Capacities – Maximum Configuration**

Lift Point Height			Lift Point Radius 3 m (9.8 ft)			Lift Point Radius 4.5 m (14.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)				2445 (5,391)	2090 (4,608)	1820 (4,013)	2195 (4,840)	1675 (3,693)	1460 (3,219)	5.13 (16.8)
	Long Stick	kg (lb)							1625 (3,583)	1395 (3,076)	1215 (2,679)	5.74 (18.8)
3 m (9.8 ft)	Standard Stick	kg (lb)				2770 (6,108)	2025 (4,465)	1760 (3,881)	2130 (4,697)	1315 (2,900)	1145 (2,525)	5.90 (19.4)
	Long Stick	kg (lb)				2400 (5,292)	2045 (4,509)	1775 (3,914)	1585 (3,495)	1135 (2,503)	990 (2,183)	6.42 (21.1)
1.5 m (4.9 ft)	Standard Stick	kg (lb)				3345 (7,376)	1905 (4,201)	1645 (3,627)	2305 (5,083)	1205 (2,657)	1050 (2,315)	6.13 (20.1)
	Long Stick	kg (lb)				3080 (6,791)	1905 (4,201)	1640 (3,616)	1695 (3,737)	1050 (2,315)	910 (2,007)	6.63 (21.8)
0 m (0 ft)	Standard Stick	kg (lb)	3750 (8,269)	3750 (8,269)	2795 (6,163)	3535 (7,795)	1820 (4,013)	1565 (3,451)	2365 (5,215)	1250 (2,756)	1080 (2,381)	5.89 (19.3)
	Long Stick	kg (lb)	3845 (8,478)	3845 (8,478)	2745 (6,053)	3480 (7,673)	1790 (3,947)	1535 (3,385)	1990 (4,388)	1075 (2,370)	930 (2,051)	6.42 (21.1)

**Maximum Weight includes steel tracks with pads, cab, operator, full fuel tank, counterweight and no bucket.

308 CR Mini Hydraulic Excavator

EQUIPMENT

ENGINE

- Cat C3.3B Diesel Engine (U.S. EPA Tier 4 Final/ EU Stage V) – Electronic Engine, Turbo, Diesel Particulate Filter (DPF)
- Automatic Engine Idle
- Automatic Engine Shutdown
- Automatic Swing Brake
- Automatic Two Speed Travel
- Fuel Water Separator with Indicator
- Radial Seal – Double Element Air Filter
- Extended Life Coolant, -37° C (-35° F)
- Ecology Drain

HYDRAULICS

- Smart Tech Electronic Pump
- Variable Displacement Piston Pump
- Load Sensing/Flow Sharing Hydraulics
- Power On Demand
- Hydraulic Temperature Monitoring
- Certified Accumulator
- HYDO Advanced Hydraulic Oil

OPERATOR ENVIRONMENT

- Sealed and Pressurized Cab
- Operator Sound Pressure 72 dB(A) ISO 6396:2008
- Stick Steer Mode
- Travel Cruise Control
- Control Pattern Changer
- Adjustable Wrist Rests
- Molded Footrests
- Removable, Washable Floor Mat

- Travel Pedals and Hand Levers
- Cat Key with Passcode Option
- HVAC with Automatic Temperature Control
- Hydraulic Lockout Controls
- Integrated Lower Front Window
- Assisted Front Window Overhead Storage
- Rear Window Emergency Exit
- Fabric, High Back, Suspension Seat
- Retractable Seat Belt (75 mm/3 in)
- Coat Hook
- Cup Holder
- LED Interior Light
- Literature Holder
- 12V Power Socket
- Radio – Bluetooth®, USB, Auxiliary, Microphone
- Skylight
- Mounting Bosses for Top and Front Guards
- ROPS – ISO 12117-2:2008
- TOPS – ISO 12117:1997
- Top Guard – ISO 10262:1998 (Level II)
- Color LCD Monitor
 - Fuel Level and Coolant Temperature Gauges
 - Maintenance and Machine Monitoring
 - Performance and Machine Adjustments
 - Numeric Security Code
 - Multiple Languages
 - Camera Ready
 - Hour Meter with Wake Up Switch
 - Jog Dial Control Interface

UNDERCARRIAGE

- Greased and Lubricated Track
- Hydraulic Track Adjusters
- Tie Down Eyes on Track Frame
- Dozer Blade
- Dozer Float
- Bolt-on, Reversible Wear Edge
- Rubber Tracks

BOOM, STICK AND LINKAGES

- One Piece Boom (3400 mm/133.9 in)
- Standard Stick (1820 mm/71.7 in)
- Long Stick (2360 mm/92.9 in)
- Front Shovel Capable (Pin-On/ Manual Coupler/Hydraulic Coupler – not available in all regions)
- Thumb Ready (not available in all regions)
- Certified Lifting Eye (not available in all regions)

ELECTRICAL

- 12 Volt Electrical System
- 60 Ampere Alternator
- 900 CCA Maintenance Free Battery
- Circuit Breaker
- Ignition Key Stop Switch
- Signaling/Warning Horn
- Product Link™ Elite Lite (regulations apply)
- Travel Alarm

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

- Rain Visor
- Air Suspension Heated Seat

ELECTRICAL

- Rearview Camera
- Rotating Beacon

OTHER

- Attachments including Buckets, Augers and Hammers
- Steel Tracks (450 mm/17.7 in wide)
- Steel Track with Rubber Pads
- Wide Steel Tracks (600 mm/23.6 in)
- Wide Dozer Blade
- 2nd Auxiliary Hydraulic Lines with Case Drain
- Additional Counterweight

- Boom and Stick Hose Burst Check Valves
- Bucket Linkage with Lift Eye
- Track Guides
- Water Jacket Heater
- Refueling Pump
- Variable Angle Boom (please see 308 CR VAB brochure for VAB specs and additional information)
- Cab Guarding

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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

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AEHQ8163-02 (08-2019)
Replaces AEHQ8163-01
(North America, Europe, ANZP)



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

CATERPILLAR LIMITED WARRANTY

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

Worldwide

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

This warranty does not apply to new replacement engines.

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

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

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

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

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

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

This warranty is subject to the following:

Warranty Period

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

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

Caterpillar Responsibilities

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

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

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

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

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

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

User Responsibilities

The user is responsible for:

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

(continued on the reverse side...)

Limitations

Caterpillar is not responsible for:

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

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

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

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

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

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

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

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

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

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

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

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

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

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

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

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

CONTROL YOUR COSTS MINIMIZE YOUR RISKS

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

WHAT WE DO

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

WHAT YOU DO

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

COVERED COMPONENTS			
Engine - Internal Components	Camshaft & Camshaft Bearings	Hydrostatic Pumps &	
Oil Cooler	Timing / Accessory Gears	Drive Motors	
Manifolds	Timing Chain / Belt	Linkage / Lines Connected to	
Fan Motor	Inlet / Exhaust Valve	Hystat Pump	
Water Pump	Valve Cover & Base	Drive (pilot / eh) Control Valves	
Fuel Injection Pumps	Valve Spring & Guide	Bevel and Transfer Case	
Injectors	Rocker Arm		
Lift / Transfer Pump	Rocker Shaft Assembly	Drive (pilot / eh) Control Valves	
Senders / Solenoids / Sensors	Push Rod	Axles	
Thermostat	Balancer	Axle Seals	
Flywheel & Torque Converter	Fuel Pump / Governor Drive	Final Drive & Wheel	
Engine Oil Filter Mount	Oil Pump	Final Drive Case / Bore	
Turbocharger	Oil Pan Group	Final Drive Chain	
AC Compressor / Condenser	Fan & Fan Drive	Final Drive Gears	
Electronic Control Modules		Axle Shaft	
Oil Hoses / Lines (non-hydrostatic)		Drive Axle Oil Pump	
Cylinder Block			
Piston	Transmissions		
Piston Rings	Hydraulic Controls		
Piston & Connecting Rod	Transmission Oil Filter Base		
Crankshaft, Main Bearings & Rod Bearings	Transmission Gears		
	Final Drives/Planetary		
	Drive Shafts		
	Transfer Case		
		Steering Clutch	
		Steering Clutch & Brake Control Valve	
		Hydraulic Oil Coolers	

EXCLUSIONS

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

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



Employment Eligibility Verification

Welcome
Teresa Morton

User ID
TMOFS-002

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



Click any  for help

[Home](#)

[My Cases](#)

[New Case](#)

[View Cases](#)

[Search Cases](#)

[My Profile](#)

[Edit Profile](#)

[Change Password](#)

[Change Security Questions](#)

[My Company](#)

[Edit Company Profile](#)

[Add New User](#)

[View Existing Users](#)

[Close Company Account](#)

[My Reports](#)

[View Reports](#)

[My Resources](#)

[View Essential Resources](#)

[Take Tutorial](#)

[View User Manual](#)

[Contact Us](#)

Company Information

Company Name: Thompson Tractor Co., Inc.

[View / Edit](#)

Company ID Number: 47130

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: 2401 Pinson Highway

Address 2:

City: Birmingham

State: AL

Zip Code: 35217

County: JEFFERSON

Mailing Address:

Address 1: P.O. Box 10367

Address 2:

City: Birmingham

State: AL

Zip Code: 35202-0367

Additional Information:

Employer Identification Number: 630377478

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

Parent Organization:

Administrator:

Organization Designation:

Employer Category:

NAICS Code: 423 - MERCHANT WHOLESALERS, DURABLE GOODS

[View / Edit](#)

Total Hiring Sites: 40

[View / Edit](#)

Total Points of Contact: 3

[View / Edit](#)

[View IDU](#)

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2:

Name (as shown on your income tax return)

Thompson Tractor Co., Inc. DBA Thompson Power Systems, Thompson Lift Truck Co.

Business name, if different from above

and The Cat Rent Store

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☒ Exempt
payee

Address (number, street, and apt. or suite no.)

P O Box 10367 2401 Pinson Hwy. Tarrant, AL 35217

City, state, and ZIP code

Birmingham, AL 35202-0367

Requester's name and address (optional)

List account number(s) here (optional)

Lockbox Remit To: P O Box 934065, Atlanta, GA 31193-4005

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

63 : 0377478

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Linda K. Duncanson, Controller

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

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

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

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE III

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

A. REFERRAL TO THE SSA

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

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

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

Company ID Number: 47130

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

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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

Company ID Number: 47130

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

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

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

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

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

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

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

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

Employer Thompson Tractor Co., Inc.

Frank M Wright

Name (Please type or print)

Title

Electronically Signed

07/11/2007

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 47130

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

Information relating to your Company:

Company Name: Thompson Tractor Co., Inc.

Company Facility Address: 2401 Pinson Highway
Birmingham, AL 35217

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

County or Parish: JEFFERSON

Employer Identification Number: 630377478

North American Industry
Classification Systems Code: 423

Parent Company: _____

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

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

- GEORGIA 5 site(s)

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

Name:	Kimberly A Stark	
Telephone Number:	(205) 849 - 4279	Fax Number: (205) 849 - 4565
E-mail Address:	kimberlystark@thompsontractor.com	
Name:	Frank M Wright	
Telephone Number:	(205) 849 - 4267	Fax Number: (205) 849 - 4854
E-mail Address:	frankwright@thompsontractor.com	

Company ID Number: 47130

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

Information relating to your Company:

Company Name: Thompson Tractor Co., Inc.

Company Facility Address: 2401 Pinson Highway
Birmingham, AL 35217

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

County or Parish: JEFFERSON

Employer Identification Number: 630377478

North American Industry
Classification Systems Code: 423

Parent Company: _____

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

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

- GEORGIA 5 site(s)

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

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

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

Company ID Number: 47130

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

07/11/2007

Signature

Date