BID SUBMITTAL FORM Alabama County Joint Bidding Program BID ITEM – MULCHING DOZER

Company Name: THOMPSON TRACTOR COMPANY	
Address: P.O. BOX 10367	
BIRMINGHAM, AL 35202-0367	
Bid Submitted by:JAY_SMITH (Name of company representative)	
Title: SALES OPERATIONS MANAGER E-mail address: JAYSMITH@THOME	SONTRACTOR.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	JAP
That the bid price will be honored for all counties for the period from Jan. 1, 2021 to Dec. 31, 2021.	M
The equipment will be delivered at the bid price to all counties participating in the joint bid program	<u> </u>
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	ys ys
The bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications	<u>94</u> 2
The bid includes the e-verify documentation required by Alabama law	9E
If awarded the bid, a performance bond will be provided upon request	SIE
The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) for the Standard Machine	OHE

MULCHING DOZER

Total Bid Price for Standard Machine: \$ 179,878 (Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *
Freight Preparation and Delivery: \$3,411(Included in Standard Machine Bid Price)
Manufacturer's Suggested Retail Price for Standard Machine: \$ _252,096
Equipment Model #: CATERPILLAR D3K XL MULCHER TO COMP
Description: MULCHING TRACTOR
Signature of company representative submitting bid:
Title: SALES OPERATIONS MANAGER

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

BID SUBMITTAL FORM: OPTION COST SHEET MULCHING DOZER

By submitting this bid, we agree:	
To offer any available options at the percent difference between the Manufacturer's Suggested Retail Price Sheet and the actual bid price on the Standard Machine*	JB.
The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) with any available Options for the Standard Machine	J#P
Equipment Model #: CATERPILLAR D3K XL MULCHER	
Description: MULCHING TRACTOR	
Signature of company representative submitting bid:	
Title SALES OPERATIONS MANAG	ER

*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.

D3K2 MULCHING DOZER

D3K2 XL	MULCHING DOZER	2021 PRICING
555-0477	D3K2 XL TRACTOR, MULCHER	\$050.000
333-0477	INCLUDES:	\$252,096
-	510-6878 D3K2 XL TRACTOR MULCHER	
	510-6250 4 VALVE HYDRAULICS, MULCHER	
	399-9100 EPA 4F ENGINE	
	397-4326 SALT UNDERCARRIAGE	
	368-0110 16" MODERATE SERVICE TRACK, SALT	
	394-1851 6 HALOGEN LIGHTS	
	510-6254 ROPS CAB W/ A/C & HEATER	
	393-4242 CLOTH SEAT	
	522-6016 CELLULAR PRODUCT LINK, PLE642	
	555-0446 BASIC CONTROL W/ REAR VIEW CAMERA	
	477-2255 HEAVY DUTY HINGED RADIATOR GUARD	
	397-4288 GP REAR GUARD	
-	508-8495 FRONT MULCHER GUARD	
	397-4301 HEAVY DUTY BELLY GUARD, XL	
	394-1879 PREMIUM RADIO (AM/FM/ STEREO W/ BLUETOOTH)	
	397-4341 FRONT SWEEPS	
ļ	397-4342 REAR SWEEPS	
	250-1699 SIDE SCREEN	
	393-4250 REAR CAB SCREEN	
	379-4986 CENTER TRACK GUARD, SALT	
	399-9086 ENGINE COOLANT HEATER	
	399-9087 ETHER STARTING AID	
	511-1136 REVERSING FAN	
	510-2450 REAR MULCHER COUNTERWEIGHT	
	510-6251 MULCHER ARRANGEMENT	
	CAT HM518 MULCHER	
	72" DRUM WIDTH WITH 38 FIXED CARBIDE TEETH	
	84" OVERALL WIDTH	
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0
	TOTAL BID PRICE FOR STANDARD MACHINE	\$179,878
	FREIGHT PREPARATION AND DELIVERY	\$3,411
Т	OTAL MANUFACTURER'S SUGGESTED RETAIL PRICE FOR STANDARD MACHINE	\$252,096

BID SPECIFICATIONS FOR MULCHING DOZER

GENERAL

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

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

BID SUBMITTAL FORM

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

BID PRICE

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

MANUALS

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

REPLACEMENT PARTS AVAILABILITY

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

WARRANTY

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

Yes X No___ Page# ____ or Attachment X **ENGINE**

Shall be a 4 cylinder diesel engine with a displacement of not less than 269 cubic inches, capable of developing a minimum of 104 net flywheel horsepower.

Yes X No Page # 2

WEIGHT

Operating weight with blade, operator, full fuel tank, and Cab ROPS shall not be less than 23,500 lbs.

Yes X No Page # 2

ELECTRICAL SYSTEM

Shall be equipped with a 12-volt electrical system with a 120 amp alternator.

Yes X No Page #

TRANSMISSION

Shall be equipped with a hydrostatic type transmission.

Yes X No ___ Page #___

STEERING

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

Yes X No ___ Page #____

UNDERCARRIAGE

The tractor shall be equipped with sealed and lubricated tracks. Minimum shoe width shall be 16 inches. Track sag will be hydraulically adjusted.

Yes X No Page # 1, Z

<u>Mulcher</u>

72 inch drum with carbide teeth.

Yes X No Page # 4,5

VANDALISM PROTECTION

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

Yes X No ___ Page #___

SAFETY EQUIPMENT

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

9

Yes X No Page # U

Yes <u>X</u> No Page #_
Yes
Yes X_ No Page # L , L e
Yes X No Page #_
Yes <u>X</u> No Page # (ø
Yes X No Page #
Yes X_ No Page #_ _ ૄ
Yes X No Page # 3,4
Yes X No _ Page # <u>Vend</u> or Purchase
Yes X No Page #

D3K2 Mulcher



Features:

360° Visibility

Easy viewing of the job site operating area PLUS a rearview camera.

Seat Mounted Controls

Mounted on the air suspension seats, these controls isolate the machine vibration from the operator, reducing operator fatigue.

Pressurized Cab

Heated and air conditioned cab offer comfortable working environment resulting in less operator fatigue and improved productivity.

Hinged Radiator Grill

Allows for easy clean out of radiator without the need for tools.

Tractor Platform

Balanced and rugged for operating in rough terrain and soft underfoot conditions.

Long Life Mulching Head

New Cat® HM518 mulcher frame is designed for longer life using cladding material in high wear areas.

Hydraulically Controlled

Mulcher conveniently operates with a hydraulically operated front door and adjustable push bar.

Closed Loop Hydrostatic Circuit

Delivers efficient, high performance power to the mulcher head.

Reversible Drum

Easier operation and improved productivity.

Drum Speed Bar Indicator

In-cab indicator, aids operator in managing ground speed and overall mulching productivity.

Engine

Cat C4.4 ACERT™ diesel engine meets U.S. EPA Tier 4 Final/ EU Stage IV emission standards.

Undercarriage

Cat Sealed and Lubricated Track with 406 mm (16 in) or 635 mm (25 in) track shoes provides superior flotation and stability for wide range of operating conditions.



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

• Engine meets Tier 4 Final/Stage IV emission standards.

Weights		FE, 60, 1012 No. 1
Operating Weight – XL	10 771 kg	23,746 lb
Operating Weight – LGP	11 203 kg	24,698 lb

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

79 dB(A)
79 dB(A)
ISO 3471:2008
ISO 3449:2005 Level II

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

Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.6 kg of refrigerant which has a CO₂ equivalent of 2.288 metric tonnes.

Undercarriage	in Ellista	
Number of Rollers (each side)	6	
Number of Shoes (each side) – Sealed and Lubricated Track (SALT) Undercarriage	43	
Shoe Width – XL	406 mm	16 in
Shoe Width – LGP	635 mm	25 in
Length of Track on Ground - XL	2248 mm	89 in
Length of Track on Ground – LGP	2248 mm	89 in
Track Gauge – XL	1495 mm	59 in
Track Gauge – LGP	1725 mm	68 in
Ground Contact Area – XL	18 254 cm ²	2,829 in ²
Ground Contact Area – LGP	28 550 cm ²	4,425 in ²
Ground Pressure – XL	42.8 kPa	6.2 psi
Ground Pressure – LGP	30.0 kPa	4.2 psi
Service Refill Capacities	El es El Califoli Suran El especial	reis of the finite of the second source assure
Fuel Tank	195 L	51.5 gal
Crankcase and Filter	11 L	2.91 gal
Final Drives, XL (each side)	10 L	2.6 gal
Final Drives, LGP (each side)	10 L	2.6 gal
Cooling System	22.4 L	5.92 gal
Transmission/Hydraulic Tank	59.5 L	15.7 gal
Diesel Exhaust Fluid (DEF) Tank	19 L	4.9 gal
Hydraulic Controls		edistavija hedis Vite (Catalogija)
Pump Output	68 L/min	17.7 gal/min
Relief Valve Settings	20 600 kPa	2,988 psi
Retrieval Winch	e pagaman i	ajobe di dal
Weight	764 kg	1,684 lb
Winch Drive	Hydraulic	
Control	Hydraulic	
Speed	Variable	
Rope Diameter – recommended	13 mm	0.5 in
Rope Diameter – optional	16 mm	0.63 in
Drum Capacity – recommended cable	85 m	279 ft
Drum Capacity – optional cable	78 m	256 ft
Maximum Line Pull – bare drum	14 583 kg	32,150 lb
Maximum Line Pull – full drum	9072 kg	20,000 lb
Maximum Line Speed – bare drum	15 m/min	50 ft/min
	24	ma 2.1 :

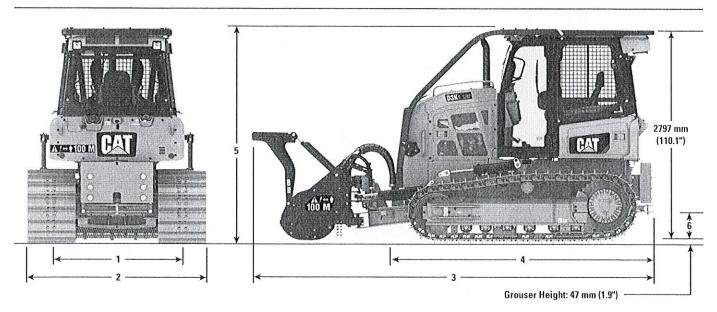
79 ft/min

24 m/min

Maximum Line Speed - full drum

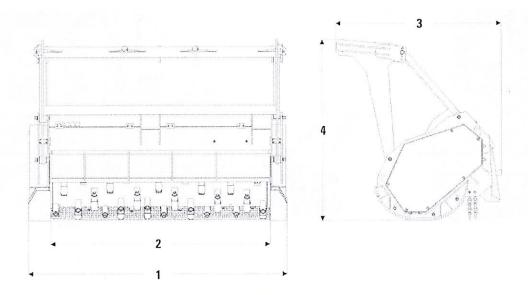
Dimensions

All dimensions are approximate.

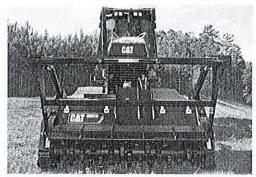


ALCARC.	XL		LGP	
1 Track Gauge	1495 mm	58.9 in	1725 mm	67.9 in
Width of Tractor (standard shoes, no mulcher)	1901 mm	74.8 in	2360 mm	92.9 in
3 Overall Length (with blade)	4266 mm	168 in	4255 mm	167.6 in
4 Length of Basic Tractor (without mulcher)	3275 mm	128.9 in	3275 mm	128.9 in
5 Tractor Height	2845 mm	112 in	2763 mm	108.8 in
6 Ground Clearance	332 mm	13 in	332 mm	13 in

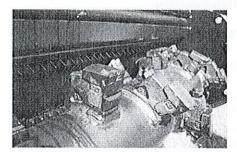
Specifications



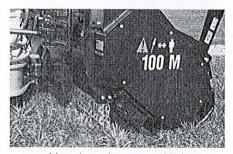
	HM518		
1 Overall Width	2122 mm	84 in	
2 Working Width	1822 mm	72 in	
3 Length	1354 mm	53 in	
4 Overall Height	1480 mm	58 in	
Lift Height	787 mm	31 in	
Maximum Tilt	368 mm	14.5 in	
Maximum Angle (either side)	25°		
Weight	1450 kg	3,197 lb	
Drive Method	Polychain belt		
Motor	Closed loop hydrostatic		
Optimum Hydraulic Flow	114 L/min	30 gpm	
Optimum Hydraulic Pressure	407 bar	5900 psi	
Drum Speed Range	2,150-2,450 rpm		
Fixed Teeth Per Drum	38		



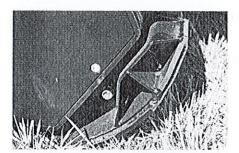
HM518 Mulcher



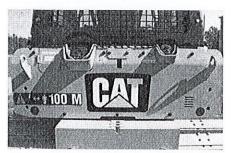
Single bolt carbide tooth retention



Mounting point same as blade



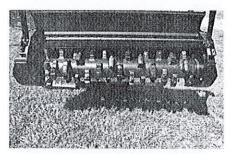
Bolt-on wear plates



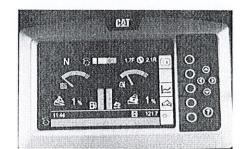
Rear guard and counterweight



Sweeps and screens



72 inch drum



Drum direction and speed bar



Pressure gauge with color bars

D3K2 Mulcher Standard Equipment

Standard Equipment

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

ELECTRICAL

- · Alternator, 12 volt, 120 Amp, heavy duty brushless
- · Alarm, backup
- · Batteries, heavy duty, maintenance free, 1,500 CCA
- · Diagnostic connector
- · Horn, electric
- · Lights, halogen, 2 front and 2 rear
- · Starter, electric, 12 volt

OPERATOR STATION

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

MULCHER HYDRAULICS

- · Hydraulics, 3 valve
- Load sensing hydraulics
- · Single lever, three function control
- · Hydraulic pump and oil
- · Closed-loop hydrostatic circuit
- · Axial Piston variable displacement pump and motor

POWER TRAIN

- Cat C4.4 ACERT diesel engine, turbocharged, Tier 4 Final/ Stage IV certified with aftertreatment
- · Aftercooler, Air-to-Air (ATAAC)
- · Aluminum bar plate cooling system (radiator, power train)
- Air cleaner with precleaner, automatic dust ejection and underhood intake
- · Dual path, closed-loop hydrostatic transmission
- · Electric fuel priming pump
- · Fuel/water separator

UNDERCARRIAGE

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

OTHER STANDARD EQUIPMENT

- · Cat Product Link™ PL641 Cellular
- · C-Frame, VPAT, hydraulic cylinders and lines
- · Lockable engine enclosures
- · Front pull device
- Ecology drains (engine, power train and implement oil and engine coolant)
- Scheduled oil sampling ports (engine, power train implement oil)
- · Vandalism protection
- · Hinged radiator grill
- · Rearview camera

ANTIFREEZE

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

GUARDS

- · Guard, track guiding, center
- · Screen, rear, cab
- · Screen, side, cab
- · Sweeps, front
- · Sweeps, rear
- Heavy duty crankcase guard

D3K2 Mulcher Optional Equipment

Optional Equipment

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

OPERATOR STATION

· Radio, AM/FM, Bluetooth

GUARDS

- · Guard, track guiding, center
- · Screen, rear, cab
- · Screen, side, cab
- · Sweeps, front
- · Sweeps, rear

BLADES

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

REAR ATTACHMENTS

- · Counterweight, rear
- · Winch, retrieval

STARTING AIDS

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

ANTIFREEZE

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

FIELD INSTALLED ATTACHMENT

· Winch, retrieval

D3K2 Mulcher

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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AEHQ7995-01 (07-2017) Replaces AEHQ7995





Cat[®] D3K2

TRACK-TYPE TRACTOR

FEATURES:

- Slope Indicate New grade control feature provides you slope of blade in cross slope direction and mainfall (fore/aft) direction without having to estimate.
- Slope Assist New optional grade control feature which helps you more easily achieve the desired blade mainfall and cross slope automatically.
- Stable Blade New blade control feature helps you obtain a finish grade with less operator effort.
- Traction Control New traction control feature reduces track slip and undercarriage wear for lower operating costs.
- Eco Mode New engine throttle settings reduce fuel consumption up to 25% to save you more money.
- Heated and Ventilated Seat Experience a new level of comfort in all climates with the new optional heated and ventilated air suspension seat.

- Power Pitch Blade This option lets the operator easily adjust the blade pitch to optimize productivity.
- Engine Cat® C4.4 ACERT™ diesel engine meets U.S. EPA Tier 4 Final emission standards.
- Heated, Seat-Mounted Controls Heated joysticks (optional) offer even greater comfort in cold climates.
- AccuGradeTM Optional grade control system enables operators to cut and fill to grade with increased accuracy, minimizing the need for traditional stakes and grade checkers. Large AccuGrade monitor is built into the machine's dash for easy viewing during operation.
- Undercarriage Choice of undercarriage to give you the lowest costs per hour. Select either the standard sealed and lubricated track (SALT) undercarriage or the innovative SystemOne™ undercarriage.

Specifications

Engine

Engine Model	Cat C4.4 ACERT	
Rated Net Power @ 2,200 rpm		
SAE J1349	59.7 kW	80 hp
ISO 9249/EEC 80/1269	59.7 kW	80 hp
Bore	105 mm	4.13 in
Stroke	127 mm	5 in
Displacement	4.4 L	269 in ³

· Engine meets Tier 4 Final emission standards.

Weights

Operating Weight – XL	7922 kg	17,465 lb
Operating Weight – LGP	8365 kg	18,442 lb
Operating Weight – LGP, 762 mm/30 in	8571 kg	18,896 lb

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

Cab

11 11 11 11 11 11 11 11 11 11 11 11 11
77 dB(A)
78 dB(A)
SAE J397-OCT95,
SAE J1040-MAY94,
ISO 3471-94, ISO 3164-2008
SAE J231-JAN81,
ISO 3449-2005 Level III

Transmission



D3K2 Track-Type Tractor

•	D (• • • • • • • • • • • • • • • • • • • •	
Samuea	Rotill	1 anacities	
SCIVICE	HEIIII	Capacities	

Fuel Tank	195 L	51.5 gal
Crankcase and Filter	11 L	2.91 gal
Final Drives, XL (each side)	10 L	2.6 gal
Final Drives, LGP (each side)	10 L	2.6 gal
Cooling System	22.4 L	5.92 gal
Transmission/Hydraulic Tank	59.5 L	15.7 gal
Diesel Exhaust Fluid (DEF) Tank	19 L	4.9 gal

Hydraulic Controls

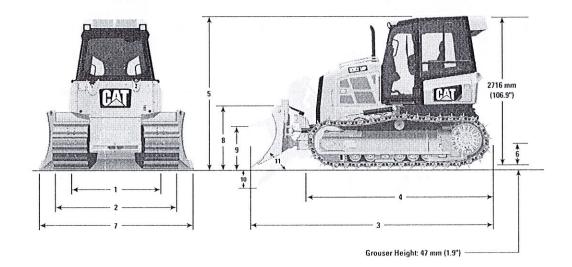
Pump Output	68 L/min	17.7 gal/min
Relief Valve Settings	20 600 kPa	2,988 psi

Ripper

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

Winch

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



Dimensions

\$ - 20 April 19 - 20 April 19	X	L	LG	P	LGP, 762 r	nm (30 in)
1 Track Gauge	1495 mm	58.9 in	1725 mm	67.9 in	1860 mm	73 in
2 Width of Tractor (standard shoes, no blade)	1901 mm	74.8 in	2360 mm	92.9 in	2411 mm	94.9 in
3 Overall Length (with blade)	4266 mm	168 in	4255 mm	167.6 in	4255 mm	167.6 in
4 Length of Basic Tractor (without blade)	3275 mm	128.9 in	3275 mm	128.9 in	3275 mm	128.9 in
5 Tractor Height	2763 mm	108.8 in	2763 mm	108.8 in	2763 mm	108.8 in
6 Ground Clearance	332 mm	13 in	332 mm	13 in	332 mm	13 in
BLADE	Х	Ľ	Interm	ediate	LO	iP .
7 Blade Width	2646 mm	104.2 in	2921 mm	115 in	3149 mm	124 in
8 Blade Height	910 mm	35.8 in	860 mm	33.9 in	860 mm	33.8 in
9 Blade Lift Height	730 mm	28.7 in	743 mm	29.3 in	730 mm	28.7 in
10 Digging Depth	573 mm	22.5 in	573 mm	22.5 in	573 mm	22.5 in
11 Blade Cutting Edge Angle, Adjustable	52° to	o 58°	52° t	o 58°	52° t	o 58°
Maximum Tilt	368 mm	14.5 in	448 mm	17.7 in	438 mm	17.2 in
Maximum Angle (either side)	25	ō°	25	5°	25	ō°
Blade Width at Maximum Angle	2417 mm	95.2 in	2669 mm	105.1 in	2874 mm	113.1 in
Blade Capacity (SAE)	1.52 m ³	1.99 yd^3	1.50 m ³	1.96 yd3	1.66 m ³	2.17 yd^3

D3K2 Track-Type Tractor

STANDARD EQUIPMENT

ELECTRICAL

- Alternator, 12 volt, 120 Amp, heavy duty brushless
- Alarm, backup
- Batteries, heavy duty, maintenance free, 1,500 CCA
- Diagnostic connector
- Horn, electric
- Lights, halogen, 2 front and 2 rear
- M Starter, electric, 12 volt

OPERATOR STATION

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

HYDRAULICS

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

POWER TRAIN

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

UNDERCARRIAGE

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

OTHER STANDARD EQUIPMENT

- Cat Product Link™ PL631 Satellite/PL641 Cellular
- C-Frame, VPAT, hydraulic cylinders and lines
- Lockable engine enclosures
- Front pull device
- Rigid drawbar
- Ecology drains (engine, power train and implement oil and engine coolant)
- Scheduled oil sampling ports (engine, power train implement oil)
- **■** Vandalism protection
- Heavy duty crankcase guard

ANTIFREEZE

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

D3K2 Track-Type Tractor

OPTIONAL EQUIPMENT

ELECTRICAL

Integrated four front halogen lights, two rear halogen lights

POWER TRAIN

- Drive, auxiliary
- Installation, winch

UNDERCARRIAGE

- Track Pairs, XL:
 - Track, 406 mm (16 in) MS SystemOne
- Track Pairs, LGP:
 - Track, 635 mm (25 in) MS SystemOne
 - Track, 762 mm (30 in) MS SystemOne

OPERATOR STATION

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

HYDRAULICS

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

GUARDS

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

BLADES

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

REAR ATTACHMENTS

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

REAR ATTACHMENT CONTROL

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

MACHINE CONTROL AND GUIDANCE

- Installation, AccuGrade ready, includes Cat Grade Control Slope Assist
- Power Pitch blade control

STARTING AIDS

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

OTHER ATTACHMENTS

■ Machine Security System

ANTIFREEZE

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

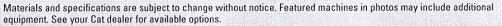
FIELD INSTALLED ATTACHMENT

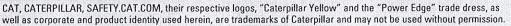
Winch, hydrostatic

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

AEHQ7417 (01-15)

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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

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.
- items, 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, Flji, 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

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ONTHE 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.

F OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE NTERNATIONAL 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 COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SERVICES SUCH REPOBLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OF THE GOODS, THE PAYMENT OF THE COODS.

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**

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









- Have recommended preventive maintenance performed at intervals specified in the 0MM
- 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

WHAT WE DO

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

Engine - Internal Components

Oil Cooler

Manifolds

-an Motor

Fuel Injection Pumps Water Pump

Senders / Solenoids / Sensors .ift / Transfer Pump njectors

Flywheel & Torque Converter **Thermostat**

Engine Oil Filter Mount

Fan & Fan Drive

Oil Pan Group

Oil Pump

AC Compressor / Condenser **Turbocharger**

Oil Hoses / Lines (non-hydrostatic) Electronic Control Modules

Cylinder Block

Piston Rings

Crankshaft, Main Bearings & Rod Piston & Connecting Rod Bearings

Drive (pilot / eh) Control Valves Linkage / lines Connected to Aydrostatic Pumps & Drive Motors Hystat Pump

Camshaft & Camshaft Bearings

Timing / Accessory Gears

Final Drive & Wheel Axle Seals

Fuel Pump / Governor Drive

Rocker Shaft Assembly

Push Rod

Balancer

Rocker Arm

/alve Spring & Guide

nlet / Exhaust Valve /alve Cover & Base

Timing Chain / Belt

Final Drive Case / Bore Final Drive Gears Final Drive Chain

Drive Axle Oil Pump Axle Shaft

Steering Clutch & Brake Control Valve Steering Clutch

Transmission Oil Filter Base

Hydraulic Controls

ransmissions

Final Drives/Planetary

Fransfer Case

Drive Shafts

Fransmission Gears

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
- rendered unusable by a covered component failure and other maintenance items replaced during the covered component repair, unless such items are > Lubricating oil, antifreeze, filters, consumables

Bevel and Transfer Case

- > 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
- incurred as a result of a covered component failure. > Any incidental / consequential damages or costs
- Modifications unless approved by Caterpillar

Examples of covered and excluded components included components and more information on Cat Equipment Protection Plans, contact or items are listed here. The actual dealer contract will govern. For a complete list of your local Cat dealer.



Employment Eligibility Verification

Weston Teresa Motion Last Logit



User to TMORE-102

09:22 AM - 01/06/2012

View / Edit

Log Out

Click any for help

Home

My Cases

Lieu Casa

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 Roseurces

View Essential Resources

Take Tutorial

View User Manual

Contact Us

Company Information

Company Name:

Thompson Tractor Co., Inc.

Company ID Number:

Doing Business As (DBA)

Name:

DUNS Number:

Physical Location:

Address 1:

Address 2:

City:

State:

Zip Code:

County:

2401 Pinson Highway

Birmingham

47130

AL

35217

JEFFERSON

1,000 to 2,499

Mailing Address:

Address 1: P O. Box 10367

Address 2:

City:

Birmingham

State:

Zip Code: 35202-0367

Additional Information:

Employer Identification Number: 630377478

Total Number of Employees:

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:

View / Edit

View MOU

(Rev. October 2007) Department of the Treasur Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

	Name (as shown on your income tax return)	0.000	
, ,		ms, Thompson	Lift Truck Co.
page	Business name, If different from above		
8	and The Cat Rent Store		т
Print or type Specific Instructions	Check appropriate box: Individual/Sole proprietor Corporation Partnership Limited liability company. Enter the tax classification (Dedisregarded entity, Cecorporation, Papartnership)		Exempt payce
12 17	Address (number, street, and apt. or suite no.)	Requester's name and	address (optional)
E =	P O Box 10367 2401 Pinson Hwy. Tarrant, AL 35217		
ŧ	City, state, and ZIP code		
å	Birmingham, AL 35202-0367		
See S	List account number(s) here (optional)		
S	Lockbox Remit To: P O Box 934005, Atlanta, GA 31	193-4005	9
T. P	Taxpayer Identification Number (TIN)		
A DUNC		(= :	
Ente	er your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to	avoid (urity number
hank	our withholding. For individuals, this is vour social security number (SSN), However, for a rest	ORM	<u>:</u>
alien	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			
numl	ber to enter.	63 : 0	377478
12	Certification		
Unde	er penalties of perium, I certify that:		
4 T	The cumber shows on this form is my correct texpaver identification number (or) am walling-	for a number to be	saued to ma), and
2.	am not subject to backup withholding because: (a) I am exempt from backup withholding, or Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to reportofiled me that I am no longer subject to backup withholding, and	(b) have not been	notified by the intemat
3. 1	am a U.S. citizen or other U.S. person (defined below).		at a contract to be almost
For n	inflication Instructions. You must cross out Item 2 above it you have been notified by the IRS molding because you have failed to report all interest and dividends on your tax return. For remortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, gement (IRA), and generally, payments other than interest and dividends, you are not required by your correct TIN. See the instructions on page 4.	contributions to an	Individual retirement

Controller

Signature of U.S. person > General Instructions

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

Purpose of Form

Sign

Here

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

Date >

 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

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

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

THE FOLERIES PROBLEM AND FOR EAST ON A CERTIFICATION

MEMORANDEM OF IMPRECANDING

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.

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.

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

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 reverification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.
- 9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

- 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.

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

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

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.

Frank M Wright
Name (Please type or print)

Electronically Signed
Signature

O7/11/2007

Date

Department of Homeland Security - Verification Division

Employer Thompson Tractor Co., Inc.

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM			
Information relating to your Compa	any:		
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	n Administrator(s) for your Company on policy questions or operational problems:		

1 4 4	me:	
Te	lephone	Number:

Fax Number:

(205) 849 - 4565

E-mail Address:

Kimberly A Stark (205) 849 - 4279 I kimberlystark@thompsontractor.com

Name: Telephone Number: E-mail Address:

Fax Number:

(205) 849 - 4854

Frank M Wright (205) 849 - 4267 frankwright@thompsontractor.com

	INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM	of the street and the		
Information relating to your Company:				
Company Name:	Thompson Tractor Co., Inc.			
Company Facility Addres	2401 Pinson Highway Birmingham, AL 35217			
Company Alternate Addre	P.O. Box 10367 Birmingham, AL 35202-0367			
County or Parish:	JEFFERSON			
Employer Identification N	mber: 630377478			
North American Industry Classification Systems Co	e: <u>423</u>			
Parent Company:				
Number of Employees:	1,000 to 2,499 Number of Sites Verified for: 5			
Are you verifying for mor	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 opera	tional problems:		
Telephone Number:	imberly A Stark 05) 849 - 4279 Fax Number: (205) 849 - 456 mberlystark@thompsontractor.com	5		
Telephone Number:	rank M Wright 05) 849 - 4267 Fax Number: (205) 849 - 485 ankwright@thompsontractor.com	4		

Company ID Number: 47130		
USCIS Verification Division		
Name (Please type or print)	Title	
Electronically Signed	07/11/2007	
Signature	Date	-