

**BID SUBMITTAL FORM**  
**Alabama County Joint Bidding Program**  
**Heavy Equipment – Bid Items: Skid Steer Attachments #6**

Company Name: THOMPSON TRACTOR COMPANY

Address: P.O. BOX 10367

BIRMINGHAM, AL 35202-0367

Bid Submitted by: JAY SMITH

(Name of company representative)

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

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

By submitting this bid, we agree:

Initials

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

JAS

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

JAS

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

JAS

The company 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

## SKID STEER LOADER ATTACHMENTS

### **Attachment 6: ROAD WIDENER-SINGLE DISCHARGE**

Total Bid Price for Standard Machine: \$ 53,650

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

Freight Preparation and Delivery: \$ NO CHARGE

(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 53,650

Equipment Model #: ROADWIDENER FH-R SINGLE DISHCHARGE

Description: ROAD WIDENER

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



Title: SALES OPERATIONS MANAGER

### **Attachment 7: Road Widner- Dual Discharge**

Total Bid Price for Standard Machine: \$ \_\_\_\_\_

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

Freight Preparation and Delivery: \$ \_\_\_\_\_

(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ \_\_\_\_\_

Equipment Model #: \_\_\_\_\_

Description: \_\_\_\_\_

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

Title: \_\_\_\_\_

\* **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\*

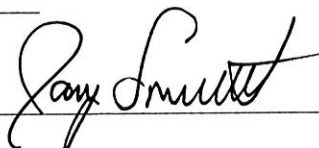
24

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

24

Equipment Model #: ROADWIDENER FH-R SINGLE DISCHARGE

Description: ROAD WIDENER

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.

# **SPECIFICATIONS FOR SKID STEER LOADER ATTACHMENTS**

## **GENERAL**

These specifications shall be construed as the minimum acceptable standards for attachments compatible with the skid steer loader specifications. 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 complete working unit(s) shall be furnished. Additionally, the attachments offered for bid shall include all standard manufacturers' equipment. The attachments bid 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 or 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.

Bidder is not required to bid on every attachment listed in this bid specification. Each attachment will be awarded individually to the lowest responsible bidder for that item.

## **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 for each attachment bid shall include all destination charges, delivery charges, title fees, rebates and all other applicable costs and refunds.

## **MANUALS**

Each attachment shall be provided with one (1) copy of the owner/operator's manual for that attachment.

## **WARRANTY**

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid. All attachments must have (1) year warranty with no hour limit.

Yes ☒ No ☐  
Page#   
or  
Attachment ☒



### MINIMUM SPECIFICATIONS FOR SKID STEER LOADER ATTACHMENTS

All skid steer attachments listed below must be of the universal quick attach type and must be fully compatible with the skid steer loader to be awarded. As such, the attachment must be compatible with the bid specifications for the skid steer loader.

#### ATTACHMENT #6: ROAD WIDENER-SINGLE DISCHARGE

Hydraulic-driven conveyor

Yes ☒ No ☐  
Page # BROCHURE

10" Head and Tail Pulleys

Yes ☒ No ☐  
Page # BROCHURE

Right or left side discharge

Yes ☒ No ☐  
Page # BROCHURE

Hydraulic width/height adjustment

Yes ☒ No ☐  
Page # BROCHURE

Adjustable shouldering angle

Yes ☒ No ☐  
Page # BROCHURE

Width 10'2"

Yes ☒ No ☐  
Page # BROCHURE

Length 7'6"

Yes ☒ No ☐  
Page # BROCHURE

Height 4'3"

Yes ☒ No ☐  
Page # BROCHURE

Working Width 1 - 3.5'

Yes ☒ No ☐  
Page # BROCHURE

Weight (Empty) 2600 lbs.

Yes ☒ No ☐  
Page # BROCHURE



## 2020 LIST PRICING

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ROAD WIDENER – FH Single Discharge	\$ 49,775.00
ROAD WIDENER – FH-R REMOTE Single Discharge	\$ 53,650.00
ROAD WIDENER – FH-R REMOTE Dual Discharge	\$ 65,175.00
Option: RW-1004004 Pintle Hitch Push Plate	\$ 1,100.00
Option: RW-1004001 Curb Backfiller	\$ 3,470.00
Option: RW-1004003 Roller Extensions	\$ 815.00
Option: RW-1004002 1' Shoe Extension Kit	\$ 920.00
Option: RW-3000231 2' Shoe Extension Kit	\$ 975.00
ROAD WIDENER – Offset Vibratory Roller Arm and 2', 3' or 4' Drum	\$ 54,900.00
Option: RW-1005007 2' Vibratory Drum Assembly	\$17,200.00
Option: RW-1005006 3' Vibratory Drum Assembly	\$17,200.00
Option: RW-1005005 4' Vibratory Drum Assembly	\$17,200.00

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# ROADWIDENER<sup>®</sup>

## SHOULDERING AND SIDE PAVER ATTACHMENT

**PATENTED TECHNOLOGY**

### **FH-R MODELS**

SINGLE AND DUAL DISCHARGE  
WITH REMOTE

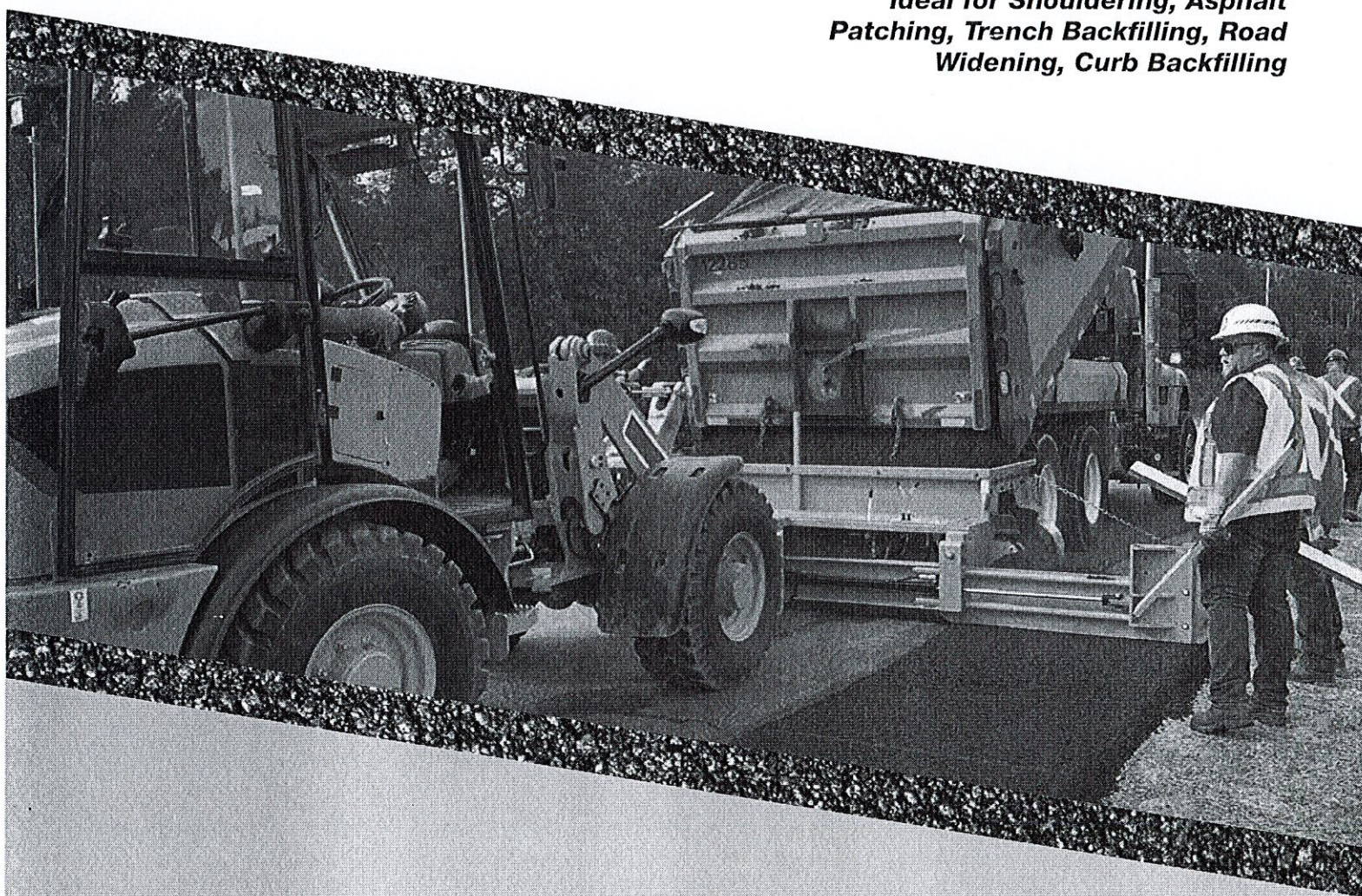
### **FH MODELS**

SINGLE AND DUAL DISCHARGE

*Lays down any and all aggregates*

*Connects to any machine*

*Ideal for Shouldering, Asphalt  
Patching, Trench Backfilling, Road  
Widening, Curb Backfilling*



1-844-494-3363 | [Sales@RoadWidenerLLC.com](mailto:Sales@RoadWidenerLLC.com)

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

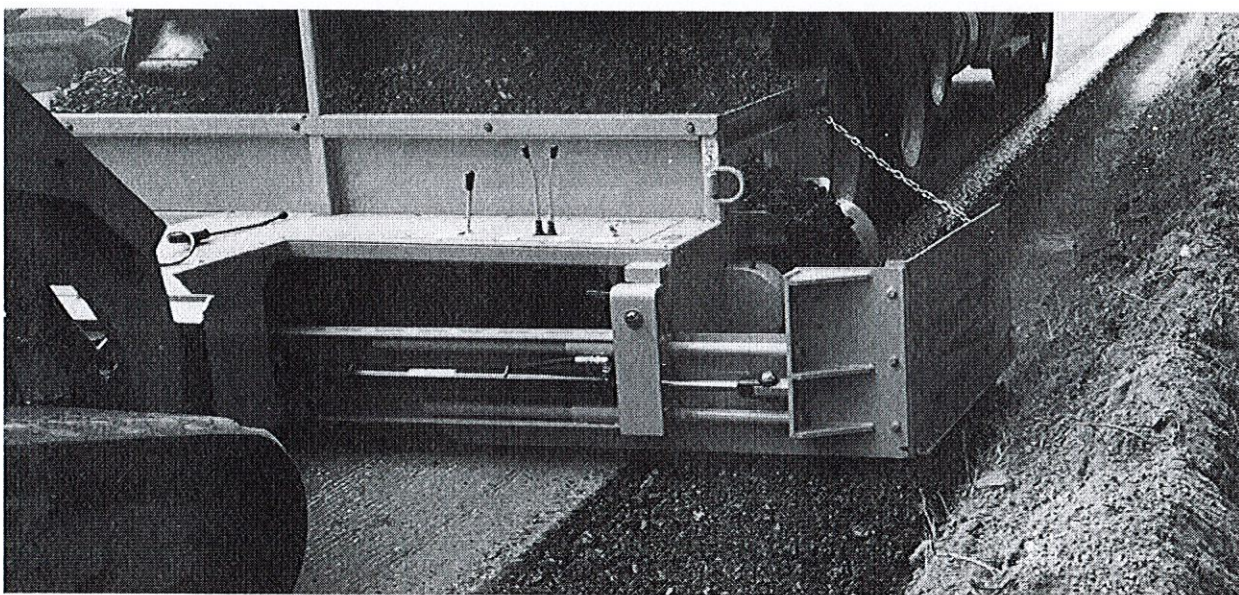
**"More Flexible. More Portable. More Profitable."**



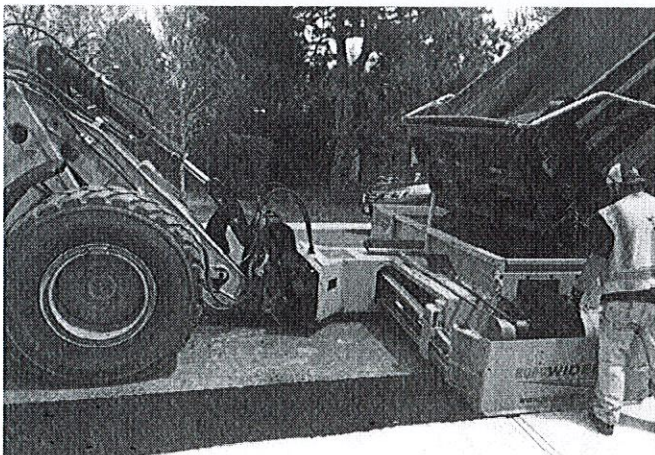
## A Must-Have for Efficiency and Productivity

Patented Road Widener attachments are essential for state and municipal highway departments, road and highway contractors, utility contractors, and landscapers seeking greater operating efficiency and productivity in aggregate dispersal. Applications include shoulder rehabilitation, road widening, asphalt patching, trench backfilling, and other aggregate dispersal applications.

Road Widener LLC manufactures the most flexible and portable road wideners on the market. They offer the best cost/ton ratio when compared to traditional methods of laying aggregate, or large road wideners. Road Widener attachments are applicable for both skid steers and larger machines.



*All attachments are equipped with a heat-treated belt, creating a versatile machine that can lay down any material, including hot mixes.*



*Road Widener attachments are designed to connect via a quick-connect coupler; however, with an adapter we can be added to any machine.*



*"Mill and fill" has never been easier.*



FH and FH-R attachments are available as either a single discharge or a dual discharge. Single discharge attachments are available in either a left or a right discharge.

FH models feature spool valve controls on the machine that control the lay-down width and slope. FH-R models have taken the controls off of the machine and put them in the palm of an operator's hand via a wireless remote control.

All Road Widener attachments are designed to fit on any machine and are capable of laying down any material, making them the most versatile lay-down solution on the market.

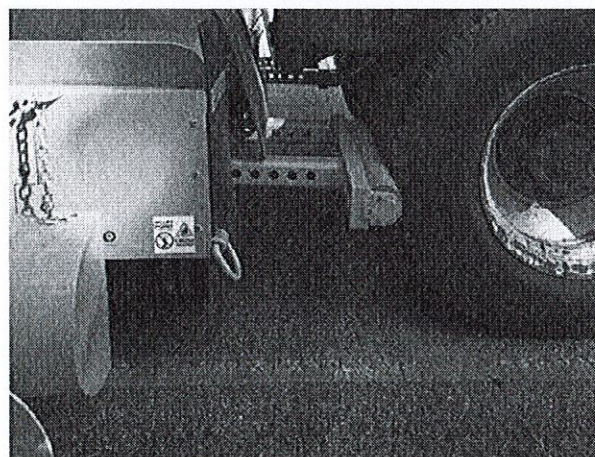
With the optional shoe extension kit, you can extend the shoe an additional 1 foot. If a greater extension is required, contact Road Widener.



*The optional curb backfilling attachment allows operators to backfill parallel to the curb rather than working against the curb.*

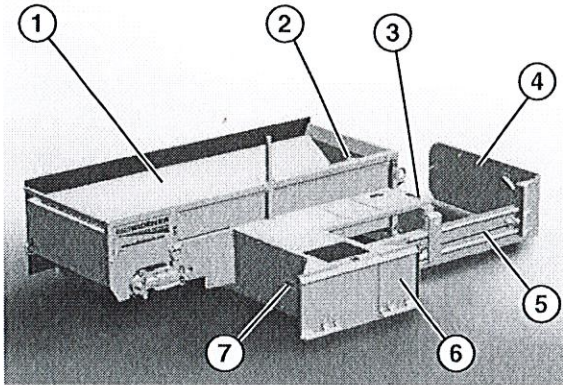


*Trench backfilling with the FH Model.*



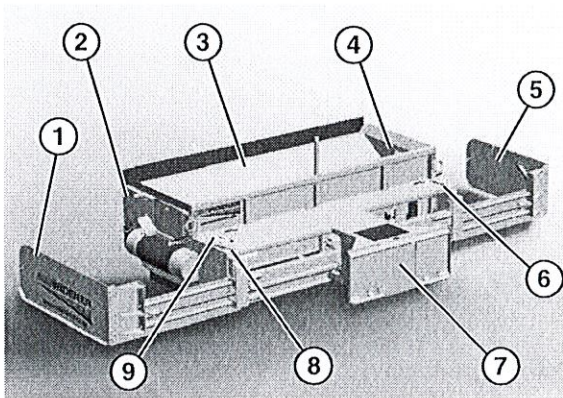
*Rollers are adjustable to accommodate various truck axles.*





### Equipment Single Discharge

- 1. Hopper
- 2. Discharge Opening
- 3. LED Light
- 4. Shoe
- 5. Adjustable Slope Angle
- 6. Universal Mounting Pad
- 7. Remote Storage

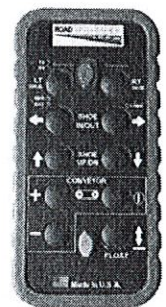


### Equipment Dual Discharge

- 1. Left Shoe
- 2. Left Side Discharge
- 3. Hopper
- 4. Right Side Discharge
- 5. Right Shoe
- 6. Right Side LED
- 7. Universal Mounting Pad
- 8. Left Side LED
- 9. Remote Storage

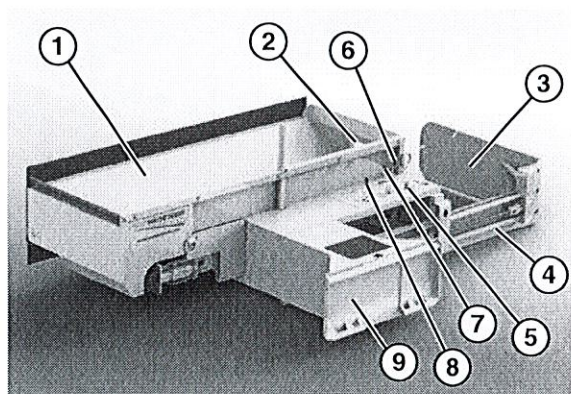
## Specifications

	Single Discharge	Dual Discharge
Lay Down Widths	1 ft. to 4 ft. (30 to 123 cm)	1 ft. to 4 ft. (30 to 123 cm)
Hydraulic Requirements	Standard Flow 17.5 to 24.2 gpm (66.2 to 41.6 lpm)	Standard Flow 17.5 to 24.2 gpm (66.2 to 41.6 lpm)
Empty Weight	2,900 lb (1,315 kg)	3,400 lb (1,542 kg)
Overall Width shoe extended	161 in. (409 cm)	210 in. (533 cm)
Overall Width shoe retracted	125 in. (317 cm)	138 in. (350 cm)
Overall Height	51 in. (130 cm)	51 in. (130 cm)
Overall Length	98 in. (249 cm)	98 in. (249 cm)
Height to Clear Push Roller	21 in. (53 cm)	21 in. (53 cm)
Conveyor Belt Length and Width (head to tail stock center length)	8 ft. (2.4 m) x 20 in. (508 mm)	9.5 ft. (2.9 m) x 21 in. (533 mm)
Power Requirements	12 Volt / 15 Amp	12 Volt / 15 Amp



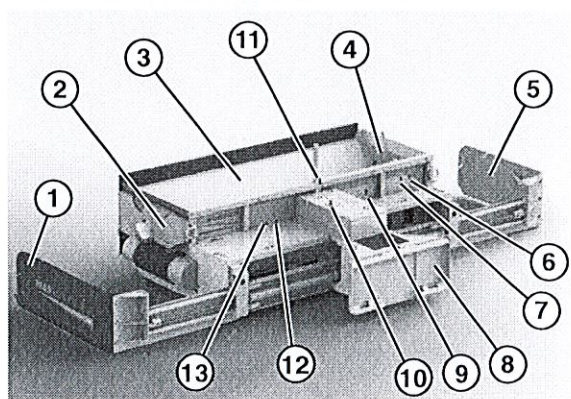
Remote control





## Equipment Single Discharge

- 1. Hopper
- 2. Discharge Opening
- 3. Shoe
- 4. Adjustable Slope Angle
- 5. Belt Speed Control Knob
- 6. Shoe In/Out Lever
- 7. Slope Up/Down Lever
- 8. Belt On/Off Lever
- 9. Universal Mounting Pad



## Equipment Dual Discharge

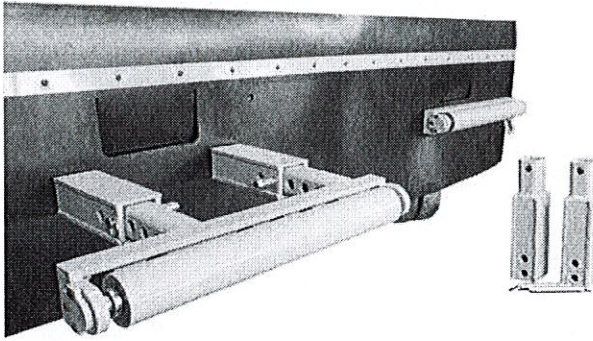
- 1. Left Shoe
- 2. Left Side Discharge
- 3. Hopper
- 4. Right Side Discharge
- 5. Right Shoe
- 6. Right Shoe In/Out Lever
- 7. Right Slope Up/Down Lever
- 8. Universal Mounting Pad
- 9. Belt On/Off Lever
- 10. Belt Speed Control
- 11. Shoe Selection Control Lever
- 12. Left Shoe In/Out Lever
- 13. Left Slope Up/Down Lever

## Specifications

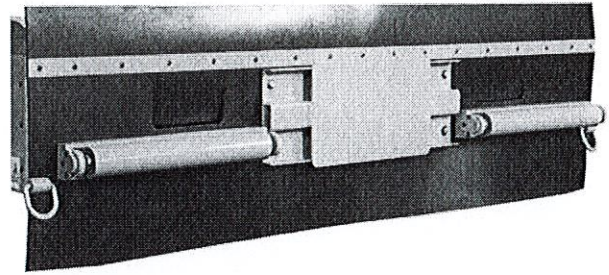
	Single Discharge	Dual Discharge
Lay Down Widths	1 ft. to 4 ft. (30 to 123 cm)	1 ft. to 4 ft. (30 to 123 cm)
Hydraulic Requirements	Standard Flow 17.5 to 24.2 gpm (66.2 to 41.6 lpm)	Standard Flow 17.5 to 24.2 gpm (66.2 to 41.6 lpm)
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Overall Length	98 in. (315 cm)	98 in. (249 cm)
Height to Clear Push Roller	21 in. (53 cm)	21 in. (53 cm)
Conveyor Belt Length and Width (head to tail stock center length)	8 ft. (2.4 m) x 20 in. (508 mm)	9.5 ft. (2.9 m) x 21 in. (533 mm)



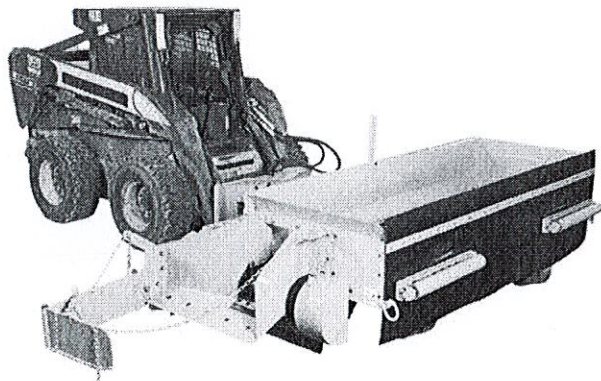
## SKID STEER ATTACHMENT OPTIONS



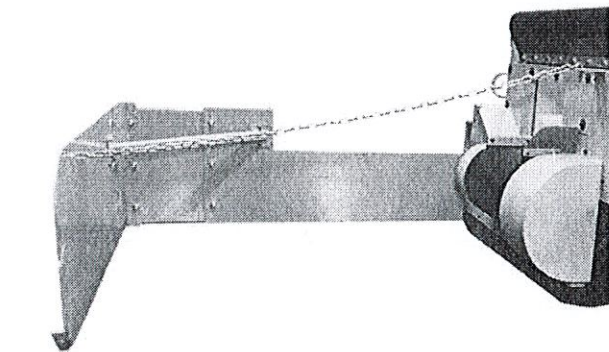
*Additional roller extensions*



*Pintle hitch push plate*



*Curbing attachment*



*Shoe extension*



## Benefits and Features

While the Road Widener skid steer attachment is smaller than traditional road wideners, it is big on benefits, efficiency and features.

- On FH-R models all functions are controlled by remote control
- Easily maneuvered around guardrails, sign posts, mailbox posts and other obstructions
- Transported on common-width trailers pulled by a pick-up truck
- Precise operator control over flow and placement of material
- Disperses a 20-ton load of aggregate in minutes
- Left- or right-hand material dispersal
- Works with any make of skid steer or compact track loader with an attachment plate
- Adaptable to wheel loaders and graders, inquire with a dealer or call us!
- Wheel-turning extensions available to fit all types of dump trucks
- Low operating cost
- 360-degree steerable front end
- Ability to easily disperse gravel, asphalt (includes asphalt-ready heat-treated belt) and topsoil
- Can be used for trench repairs
- Durable and reliable to give you years of service

## Dealer Information

Road Widener LLC products are available through our extensive dealer network. We continue to expand our dealer network both domestically and internationally. Please contact us to learn more about dealers in your area or about becoming a dealer.



Made in America




## Employment Eligibility Verification

Welcome  
Terena Norton

User ID  
TMOF6402

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



Click any  for help

[Home](#)

[My Cases](#)

[New Case](#)

[View Cases](#)

[Search Cases](#)

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

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

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

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Linda L. Duncan, Controller</i>	Date ▶
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**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

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

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

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



Company ID Number: 47130

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.



Company ID Number: 47130

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

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

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

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

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

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

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

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

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

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

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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

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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



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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