

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

Company Name: WARRIOR TRACTOR & EQUIPMENT COMPANY, INC.

Address: 6801 MCFARLAND BLVD W

NORTHPORT, AL 35476

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

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

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

By submitting this bid, we agree:

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

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

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

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

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

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


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

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

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

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

Initials



Total Bid Price for Standard Machine: \$ 159,945.00
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *

Freight Preparation and Delivery: \$ 5,500.00
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 233,714.00

Equipment Model #: JOHN DEERE 160GLC

Description: TRACK MOUNT EXCAVATOR OPTION C-2

Signature of company representative submitting bid: 

Title: SALES MANAGER

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

BID SUBMITTAL FORM: OPTION COST SHEET

By submitting this bid, we agree:

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

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

Equipment Model #: JOHN DEERE 160GLC

Description: TRACK MOUNT EXCAVATOR OPTION C-2

Signature of company representative submitting bid: _____

Title: SALES MANAGER

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

BID SPECIFICATIONS FOR TRACK-MOUNTED EXCAVATOR OPTION C2

GENERAL

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

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

BID SUBMITTAL FORM

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

BID PRICE

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

MANUALS

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

REPLACEMENT PARTS AVAILABILITY

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

WARRANTY

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

Yes ☒ No ☐

Page#

or

Attachment ☒

WEIGHT

Minimum 39,300 lbs. equipped with minimum 28 inch wide track shoes.

Yes X No
Page # 13

ENGINE

Four Cylinder, turbocharged, minimum 269 cubic inch displacement diesel engine capable of a minimum 115 net horsepower.

Yes X No
Page # 12

Engine shall be manufactured by the equipment manufacturer.

Yes X No
Page # 12

UNDERCARRIAGE

Track length shall be minimum 12' 10".

Yes X No
Page # 14

Track shoe width shall be minimum 28" (Triple grouser Shoes)

Yes X No
Page # 12

Minimum seven (7) track rollers per side.

Yes X No
Page # 12

Minimum two (2) carrier rollers per side.

Yes X No
Page # 12

CAPACITIES

Fuel Tank Capacity – 75 gallon minimum

Yes X No
Page # 13

Hydraulic Tank Capacity – 28 gallon minimum

Yes X No
Page # 13

Engine Coolant – 4.7 gallon minimum

Yes X No
Page # 13

BOOM AND STICK

One piece boom with minimum 16' 9" length

Yes X No
Page # 13

Stick shall be a minimum 8' 6" long

Yes X No
Page # 13

DIMENSIONS

Reach at ground level – 28' 7" minimum

Yes X No
Page # 13

Lifting Capacity at ground level, 15' over front of machine shall be a minimum 15,250 lbs.

Yes X No
Page # 14

Lifting Capacity at ground level, 15' over side of machine shall be a minimum 9,150 lbs.

Yes X No
Page # 14

Bucket breakout force – minimum 22,200 lbs.

Yes X No
Page # 13

Stick digging force – minimum 15,500 lbs.

Yes X No
Page # 13

BUCKET

Standard with no bucket. Buckets will be considered optional attachment's.

HYDRAULICS

Hydraulic pump output shall be a minimum of 76 GPM

Yes X No
Page # 12

CAB

Enclosed ROPS cab:

Yes X No
Page # 20 & ATTACH

Heater

Yes X No
Page # 20

Factory installed air conditioning

Yes X No
Page # 20

AM/FM radio

Yes X No
Page # 20

Suspension seat

Yes X No
Page # 20

160G LC FT4 EXCAVATOR

31-Aug-2020



Code	Description		
05Q1FF	160G LC FT4 EXCAVATOR	1	\$186,587.00
	F.O.B Kernersville, North Carolina for Complete Machine. See DEALER-INSTALLED ATTACHMENT section for additional source notes.		
Option Codes			
1095	Engine Stage IV Emissions	1	\$18,645.00
	John Deere PowerTech PWS 4.5L 121 Net Rated hp (ISO 9249) Turbocharger Charge Air Cooler Electronic Engine Control Unit Auto-Idle System Cool on Demand Hydraulic Driven Fan Antifreeze Protection to -34F (-37C) Enclosed Fan Guard Dual Element Dry-type Air Filter with Restriction Indicator Full Flow Oil Filter Double Fuel Filter Water Separator Automatic Belt Tension Device Glow Plug Start Aid Heavy Duty, Low Maintenance Batteries (180 Minute Reserve) 100-Amp Alternator - 24 Volt 500 Hour Engine Oil Change Interval Engine Oil Sampling Valve		
1600	English Customer Delivery Packet	1	No Added Cost
	English Decals and Customer Delivery Packet		

170C	JDLINK Ultimate - 5 Year Subscription	1	No Added Cost
<p>Includes JDLINK hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and now includes all Ultimate Connectivity features – Wireless Data Transfer (WDT) enabling automatic data transfer from TimberMatic and Waratah H16 Measuring Systems to TimberManager and MyJohnDeere, supporting TimberOffice 5 Software. Additionally, Ultimate now includes Limited Internet features supporting optional ForestSight Solutions such as advance mapping systems and Remote Display Access (RDA) features supported by TeamViewer applications. JDLINK utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLINK hardware to restore functionality. Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLINK customer account must be created to access JDLINK Ultimate data. Go to www.StellarSupport.com to renew or update JDLINK subscriptions. Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.</p>			
3250	700 mm (28 In.) Triple Semi-Grouser Shoes	1	\$1,144.00
Recommended for general conditions and soft terrain.			
4125	Seat, Standard Mechanical	1	No Added Cost
6835	One Piece Boom with Arm Cylinder and Plumbing	1	\$16,263.00
7115	Arm with Bucket Cylinder and Linkage	1	\$11,075.00
2.6 M (8 ft. 6 in.)			
7401	Less Auxiliary Hydraulics	1	No Added Cost
8001	Less Bucket	1	No Added Cost
Includes bucket mounting pins.			
Total			\$233,714.00

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



JOHN DEERE

Current Date 01Jul2020

160G LC FT4 EXCAVATOR

HYDRAULICS:

Open Center, Load Sensing
with Variable Displacement
Pumps
Hydraulic Pilot Controls
Axial Piston Swing Motor
Multiple Wet Disk Swing
Brake
Auxiliary Valve Section
Adjustable Flow for
Attachments Through
Monitor
Boom and Arm Reduced Drift
Valves
Power Boost
Auto Power Lift
Hydraulic Tank Site Gauge
5,000 Hour Hydraulic Oil
Change Interval
Hydraulic Oil Sampling Valve
Inline DEF Filter
UNDERCARRIAGE:
Two Speed Propel with Auto-
Shift
Axial Piston Propel Motors
Propel Motor Shields
Planetary Final Drives
Sealed Track Chain
Front and Center Track
Guides
Provisions for Tie Downs
X-Frame Car Body
Hydraulic Track Adjuster
Seven Lower Rollers
Two Upper Rollers
Spring Applied Hydraulic
Released Propel Brake
UPPER STRUCTURE:
Right, Left Mirrors(2)
Toolbox
Vandal Locks for:
Cab Door
Service Doors
Fuel Cap
Tool Box
Counterweight, 7,055 lbs.

Debris Screening Side Panel
Remote Mounted Engine Oil
and Fuel Filters
FRONT ATTACHMENT:
Oil Impregnated Bushings
Reinforced Resin Thrust
Plates
Tungsten Carbide Thermal
Coating on arm to Bucket
Joint
Centralized Lubrication
System
Dirt Seals on Bucket Pins
Less Boom
Less Arm
Less Bucket
OPERATOR'S STATION:
Adjustable Control Positions
(Levers to Seat, Seat to
Pedals)
4" Arm Rests Attached to
Side Consoles
Pilot Control Shut-Off Lever
Short Stroke, Low Effort Pilot
Levers
Switches for Auxiliary
Hydraulic Control on RH Pilot
Lever
Deluxe Adjustable Cloth Seat
with Suspension, Reclining
Backrest,
Headrest, and Adjustable
Lumbar Support
Multifunction, Color LCD
Monitor System with:
Diagnostic Capability
Systems Monitoring
Capability
Multiple Language Capability
Maintenance Tracking
Engine Coolant Temperature
Gauge
Engine Coolant Temperature
Warning Indicator with
Audible Alarm

Fuel Gauge with Low Fuel
Indicator
Diesel Exhaust Fluid Gauge
Work Mode Indicator
Auto Idle Indicator
Alternator Charge Indicator
Air Filter Restriction
Indicator
Fault Code Alert Indicator
Check Engine Indicator
Wiper Mode Indicator
Work Lights On Indicator
Fuel Rate Display
Clock
Hour Meter
Mode Selection:
One Work Mode
Three Power Modes
Numerous Attachment
Modes
Auto-Climate Control/Air
Conditioner, Heater with
Pressurizer
AM-FM Radio
Control Pattern Changer
Rear View Camera
Machine Information Center
(MIC)
Windshield Wiper/Washer
with Intermittent Speed
12V-60W, 5 Amp Cell Phone
Power Outlet
3 In. Retractable Seat Belt
Tinted Safety Glass
Hot/Cold Box Compartment
Horn
Two Cup Holders
Interior Light
Coat Hook
Floor Mat
Motion Alarm with Cancel
Switch
Transparent Tinted Roof
Hatch with Sunshade
Four Fluid-Filled Elastic

(3,200 kg)
Work Lights:
One Mounted on Frame
One Mounted on Boom

Engine Oil Pressure Warning
Indicator with Audible Alarm

Mounts
Easy Access Air Conditioning
Filter

Required - You must select one from each category

▼ **BASE MACHINE**

F.O.B Kenersville, North Carolina for Complete Machine.
See DEALER-INSTALLED ATTACHMENT section for additional source notes.

Description	Code	Price
160G LC FT4 EXCAVATOR	05Q1FF	\$186,587.00

▼ **ENGINE**

Description	Code	Price
Engine Stage IV Emissions	1095	\$18,645.00

John Deere PowerTech PWS 4.5L
121 Net Rated hp (ISO 9249)
Turbocharger
Charge Air Cooler
Electronic Engine Control Unit
Auto-Idle System
Cool on Demand Hydraulic Driven Fan
Antifreeze Protection to -34F (-37C)
Enclosed Fan Guard
Dual Element Dry-type Air Filter with Restriction Indicator
Full Flow Oil Filter
Double Fuel Filter
Water Separator
Automatic Belt Tension Device
Glow Plug Start Aid
Heavy Duty, Low Maintenance Batteries (180 Minute Reserve)
100-Amp Alternator - 24 Volt
500 Hour Engine Oil Change Interval
Engine Oil Sampling Valve

▼ **OPERATOR'S MANUAL AND DECALS**

Non-English Operator's Manuals
Translated Customer Delivery Packets can be ordered using the John Deere Technical Information Bookstore at <http://www.johndeeretechnicalinfo.com> at no charge. The Translated Delivery Packets include the Operator Manual, Decal Kit, Warranty Information Booklet, and Uptime Maintenance Planner. Search for and order the Translated Delivery Packets by model and language that meets your customer requirements. A listing of all Translated Delivery Packets available can be found by selecting Translated Delivery Packets from the Manual Type dropdown list. Technical support is available by calling 1-866-213-3373.

Description	Code	Price
English Customer Delivery Packet	1600	No Added Cost
English Decals and Customer Delivery Packet		

▼ **MACHINE CONNECTIVITY**

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

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

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

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

▼ TRACK SHOES

Description	Code	Price
600 mm (24 In.) Triple Semi-Grouser Shoes	3200	No Added Cost
Recommended for rocky terrain, hard ground and stumps.		
700 mm (28 In.) Triple Semi-Grouser Shoes	3250	\$1,144.00
Recommended for general conditions and soft terrain.		

▼ SEAT

Description	Code	Price
Seat, Standard Mechanical	4125	No Added Cost
Seat, Heated Air-Suspension	4130	\$1,366.00
Seat, Premium Leather Thermal Heating and Active Cooling	4135	\$2,731.00
Active heating and cooling Air suspension High seat back 3-way adjustability High visability orange 3 inch seat belt		

▼ BOOM

Description	Code	Price
Less Boom	6801	No Added Cost
Excludes Arm Cylinder, Boom Cylinders and Plumbing on Boom.		

Includes Pin Connecting Boom to Mainframe and the Two Boom Cylinder Pins.
 Requires code 7001, "Less Arm".
 The "Hydraulic Filter Restriction Indicator" in DEALER-INSTALLED ATTACHMENTS is recommended

One Piece Boom with Arm Cylinder and Plumbing	6835	\$16,263.00
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ARM

Description	Code	Price
Less Arm, Bucket Cylinder, Bucket Linkage and All Attaching Pins and Hoses	7001	No Added Cost

Hydraulic Filter Indicator Recommended. Requires code 8001, Less Buckets.

Arm with Bucket Cylinder and Linkage	7115	\$11,075.00
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2.6 M (8 ft. 6 in.)

Arm with Bucket Cylinder and Linkage	7180	\$12,647.00
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3.1 M (10 ft. 2 in.)

AUXILIARY HYDRAULICS

Description	Code	Price
Less Auxiliary Hydraulics	7401	No Added Cost

Auxiliary High-Flow Hydraulic w/ 2-Way Foot Controller	7420	\$7,608.00
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Includes Combination piping
 for 2.6 M Arm (8 ft. 2 in.)

Auxiliary High-Flow Hydraulic w/ 2-Way Foot Controller	7430	\$7,765.00
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Includes Combination piping
 for 3.1 M Arm

Auxiliary High-Flow Hydraulic Lines Only	7440	\$5,522.00
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Includes Combination piping
 Requires a control circuit such as a foot controller or the standard right-hand control handle with (2) switches. Also order a solenoid kit.
 for 2.6 M Arm

Auxiliary High-Flow Hydraulic Lines Only	7450	\$5,679.00
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Includes Combination piping
 Requires a control circuit such as a foot controller or the standard right-hand control handle with (2) switches. Also order a solenoid kit.
 for 3.1 M Arm

Auxiliary High-Flow Hydraulic Lines w/ AFL (Electronic Proportional Control, Pilot Level Mounted)	7490	\$8,631.00
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Includes Combination piping
 for 2.6 M Arm

Auxiliary High-Flow Hydraulic Lines w/ AFL (Electronic Proportional Control, Pilot Level Mounted)	7495	\$8,787.00
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Includes Combination piping
for 3.1 M Arm

▼ BUCKETS

All Heavy-Duty and Severe-Duty Buckets come standard with TK-Series Fanggs Teeth.

Description	Code	Price
Less Bucket	8001	No Added Cost
Includes bucket mounting pins.		
Heavy-Duty Bucket	8432	\$7,026.00
36 In. (914 mm), 0.81 Yd3 (0.62 M3) Includes Five (5) John Deere TK-Series Fanggs Teeth (TK350FD).		
Heavy-Duty Bucket	8442	\$7,568.00
42 In. (1067 mm) 0.99 Yd3 (0.76 M3) Includes Five (5) John Deere TK-Series Fanggs Teeth (TK350FD).		
Heavy Duty Bucket	8462	\$8,176.00
48 In. (1220 mm) 1.22 Yd3 (0.93 M3) Includes Six (6) TK350 Series Teeth		

Optional - Select as desired

▼ HEATER

Description	Code	Price
Engine Block Heater	9015	\$248.00

▼ FILTER

Description	Code	Price
Fuel Filter, Severe-Duty	9060	\$175.00

▼ ENGINE FAN

Description	Code	Price
Automatic Reversing Cooling Fan	9115	\$1,656.00
Single Pedal Propel	9180	\$2,259.00

▼ EXHAUST

Description	Code	Price
Chrome Exhaust	9700	\$408.00

▼ SHIPPING PREPARATION

Description	Code	Price
Special Export Preparation-- Do not install front for shipping	9803	No Added Cost
For Export Containerization		

▼ LIGHT PACKAGE

Description	Code	Price
Light Package	9150	\$2,258.00

All exterior machine lights are LED
2 Front Cab lights, 1 Rear Cab light, 1 Toolbox Light, 1 Under Engine Hood
Light, 1 Left hand and 1 Right hand Boom Lights

▼ BOOM CYLINDERS

Description	Code	Price
Boom Cylinders with Plumbing to Main Frame	9010	\$6,093.00

▼ ATTACHMENTS FOR FIELD CONVERSION

F.O.B. Dubuque, Iowa for dealer-installed kits, except where noted. Some of the following kits may require additional parts for a complete installation. Prior to ordering, check the installation instructions by going to www.johndeereinfo.com and clicking on Library, or by clicking on this Hyperlink ([Installation Bulletin Search](#)), and insert the AT number to retrieve the attachment installation instruction bulletin for additional parts. Exception to above note is FRONTIER Dealer Installed Kits.

All attachments are sold as a quantity of one.

Description	Code	Price
<u>Buckets, Heavy-duty</u>		

24 In (610 mm), 0.47 yd3 (0.36 M3) Heavy-Duty Bucket	BYT11152	\$4,285.00
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Includes Four (4) John Deere TK-Series Fanggs Teeth (TK350FD).

Not compatible with Progressive Hydraulic Thumb.

30 In (762 mm), 0.64 yd3 (0.49 M3) Heavy-Duty Bucket	BYT11153	\$4,601.00
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Includes Four (4) John Deere TK-Series Fanggs Teeth (TK350FD).

Not compatible with Progressive Hydraulic Thumb.

36 In (914 mm), 0.81 yd3 (0.62 M3) Heavy-Duty Bucket	BYT11154	\$5,020.00
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Includes Five (5) John Deere TK-Series Fanggs Teeth (TK350FD).

42 In (1067 mm), 0.99 yd3 (0.76 M3) Heavy-Duty Bucket	BYT11155	\$5,246.00
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Includes Five (5) John Deere TK-Series Fanggs Teeth (TK350FD)

48 In (1220 mm), 1.17 yd3 (0.89 M3) Heavy-Duty Bucket	BYT11156	\$5,681.00
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Includes Six (6) John Deere TK-Series Fanggs Teeth (TK350FD).

Buckets, Side Cutters

Edge Protector Kit	AT342511	\$618.00
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Side-Cutter Kit, 3 inch	AT342512	\$641.00
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Guards

Cab FOPS Guard	AT390802	\$3,073.00
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Hydraulic Couplers

Hydraulic Quick Coupler (Non-Variable type) - Coupler and Controls Kit	AT452017	\$7,992.00
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Includes non-variable hydraulic quick coupler with hydraulic and electrical control components

Hydraulic Quick Coupler (Variable-type Pin-Grabber) - Coupler Only	BYT11626	\$8,542.00
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Coupler kit ONLY. Includes coupler, jumper hoses, and one set of dead pins.
Controls components NOT included. Also purchase Controls Kit BYT11627.
Not compatible with hydraulic thumb AT379644, AT379645, AT379646, or AT379647.

Hydraulic Quick Coupler Controls Kit, (Variable-type Pin-Grabber) - Controls Kit Only	BYT11627	\$1,521.00
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Controls kit ONLY. Includes hydraulic control components, electrical control components and components to manifold on end of arm.
Does not include hydraulic quick coupler - also purchase BYT11626.
May not be required if replacing existing hydraulic quick coupler.

Installation Charge for Hydraulic Quick Coupler	AT345608	\$1,387.00
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When ordering Hydraulic Quick Coupler (Variable-type Pin-Grabber) must order both Coupler and Controls attachment kits.
Installation Charge Order also requires attachment part number, SHIP-TO address for Paladin Custom Works, AND reference related machine order number.
The related machine order must reference the attachment order number.
Order code available only for Kernersville, North Carolina installations.

Hydraulic Thumb Kits

Deere/Hitachi Hydraulic Thumb Installation	AT339844	\$1,967.00
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Labor for installation of Deere/Hitachi thumb at Paladin Customworks Kernersville, NC.

Hydraulic Thumb Kit, Direct	AT379644	\$8,466.00
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Teeth matching between the bucket and thumb will depend on the bucket width, number of teeth, and tooth spacing.
Please see DMAC solution 94331 for optimum thumb and bucket teeth engagement.
Not compatible with couplers.

Hydraulic Thumb Kit, Direct for Couplers	AT379645	\$8,466.00
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Teeth matching between the bucket and thumb will depend on the bucket width, number of teeth, and tooth spacing.
Please see DMAC solution 94331 for optimum thumb and bucket teeth engagement.
Not compatible with Hydraulic Quick Coupler (Variable-type Pin-Grabber) BYT11626.

Hydraulic Thumb Kit, Progressive	AT379646	\$10,532.00
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Teeth matching between the bucket and thumb will depend on the bucket

width, number of teeth, and tooth spacing.
Please see DMAC solution 94331 for optimum thumb and bucket teeth engagement.
Only available for the following arm lengths:
160 3.1M (10'2")
Not compatible with couplers.

Hydraulic Thumb Kit, Progressive for Couplers	AT379647	\$10,532.00
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Teeth matching between the bucket and thumb will depend on the bucket width, number of teeth, and tooth spacing.

Please see DMAC solution 94331 for optimum thumb and bucket teeth engagement.

Only available for the following arm lengths:
160 3.1M (10'2")
Not compatible with Hydraulic Quick Coupler (Variable-type Pin-Grabber) BYT11626.

Hydraulics

Auxiliary High-Flow Hydraulic Lines for 160G	AT415228	\$4,583.00
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Control Handle for Auxiliary Hydraulics, Left-Hand	AT327652	\$525.00
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Requires control solenoid for either 1-way or 2-way auxiliary hydraulics.
Recommended for use with auxiliary hydraulic lines.

Control Solenoid for 1-way Auxiliary Hydraulics with Foot Switch	AT446154	\$950.00
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Does not use the monitor for flow control.
Does not require solenoids for auxiliary hydraulics.
Includes foot switch, solenoid, relays, wiring, and hoses.

Control Solenoids for 2-Way Auxiliary Hydraulics	AT445459	\$800.00
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Monitor can be used to control hydraulic flow.
Can be used with either right-hand or left-hand control handle.

Foot Control, Two-Way Hydraulics	AT390739	\$2,009.00
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Hydraulic Filter Restriction Indicator Kit	AT445803	\$789.00
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Operator Environment

Exterior Work Lights Package	AT396663	\$741.00
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Additional 2 Cab lights, with 1 Right hand Boom Light.

Full Length Front Guards	BYT11141	\$1,532.00
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Stereo adapter for phone or music device.	ETN93549	\$224.00
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Applicable for machines before SN 1FF160GXLJF057100

Overall Vehicle

Vandal Covers	BYT11005	\$3,023.00
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After Serial # 57100

Description**Code****Price****G.r.mfg.**

G.R. Manufacturing, Inc. * Kits listed below must be ordered through John Deere. * F.O.B. Trussville, Alabama * All kits include installation instructions * All warranty, repair parts, technical support and assistance, and sales support and assistance will be the responsibility of G.R. Manufacturing, Inc., and will be handled directly between the Dealer and G.R. Manufacturing, Inc. G.R. Manufacturing, Inc. 4800 Commerce Drive Trussville, Alabama 35173 Phone: (800)841-8001 Fax: (205)655-8005

Counterweight, Bottom Mount, 1500 lbs.	AT430878	\$4,515.00
Counterweights are painted yellow		
Front Window Guard, Polycarbonate	ETN210311	\$2,570.00
Rear Work Lights Package	AT430784	\$1,271.00
Slant Top Rub Rails	AT430874	\$1,765.00

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

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

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

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

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

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

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

A. STANDARD WARRANTY - GENERAL PROVISIONS

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

B. WHAT IS COVERED BY STANDARD WARRANTY -

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

C. EXCLUSIVE REMEDY -

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

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

D. ITEMS COVERED SEPARATELY -

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

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

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

StructurALL Warranty does not apply to:

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

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

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

F. TERMINATION OF WARRANTY-

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

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

G. PARTS REPLACED UNDER WARRANTY -

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

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

H. TELEMATICS

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

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

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

I. OBTAINING WARRANTY SERVICE -

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

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

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

K. NO DEALER WARRANTY -

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

L. USED JOHN DEERE PRODUCTS ONLY -

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



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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

B. RESPONSIBILITIES OF DHS

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

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

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

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

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

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

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

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

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

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

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

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

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

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

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

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

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

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

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

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

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

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ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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

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

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

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

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



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

Employer Warrior Tractor & Equipment Co., Inc.

Stanley McCracken

Name (Please Type or Print)

Title

Electronically Signed

03/01/2012

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

03/01/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

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

Company ID Number: 513478

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

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

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

160G LC/180G LC

17 945–20 507-kg (39,526–45,170 lb.) Operating Weight



JOHN DEERE

