

BID SUBMITTAL FORM
Alabama County Joint Bidding Program
BID ITEM - 15.5' DUMP BODY - OPTION B AUTOMATIC

Company Name: Warren Truck and Trailer Alabama, LLC

Address: 3716 Richard Arrington Jr. Blvd.
Birmingham, AL 35234

Bid Submitted by: Gregory Pugliese
(Name of company representative)

Title: General Manager e-mail address: GPugliese@dumptrucks.com

Phone: 205-278-3618 Fax: SAME

By submitting this bid, we agree:

Initials

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

That the bid price will be honored for all counties for the period from Jan. 1, 2024 to Dec. 31, 2024. AD

That the equipment will be delivered at the bid price to all counties participating in the joint bid program AD

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

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

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

That the bid includes the e-verify documentation required by Alabama law AD

That, if awarded the bid, a performance bond will be provided upon request AD

That an option sheet with individual pricing is attached AD

Total Bid Price including options: \$ 32,295

Equipment Model #: FL-15.5

Description: Frameless Dump Body

Signature of company representative submitting bid: [Signature]

Title: General Manager

OPTION COST SHEET FOR 15.5' STEEL DUMP BODY – OPTION B (AUTOMATIC TRANSMISSION)

Other Options

Option Price

High lift tail gate

\$ 1,250

Bed body vibrator

\$ 900

25-ton heavy duty Pintle Hitch

\$ 895

Chip Spreader bar mounted

\$ 350

NOTE: Award will be made on the basis of the total cost of the machine with all options included. However, a county may, at its discretion, deduct one or more of the above-referenced options from the machine, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the machine. There shall be no other deductions and no additions made to the machine by the purchasing county or by the vendor.

Equipment Model #: FL-15.5

Description: Frameless Dump Body

Signature of company representative submitting bid: [Signature]

Title: General Manager

BID SPECIFICATIONS

15.5' STEEL DUMP BODY OPTION B (AUTOMATIC TRANSMISSION)

GENERAL

These specifications shall be construed as the minimum acceptable standards for a 16' Steel Dump Body. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine offered for bid shall include all standard manufacturer's equipment. The 15.5' Steel Dump Body must be a new current production model.

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.

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.

REPLACEMENT PARTS AVAILABILITY

Parts must be available for 5 years or 500,000 miles of use for the piece of equipment bid.

ASSEMBLY AND DELIVERY

The dump body will be purchased for use with a heavy-duty dump truck chassis (with Automatic Transmission) bid separately. The dump body company will be responsible for assembly and installation of the dump body and related optional equipment, including the cost of the same. The selling truck chassis dealer will be responsible for delivery of the chassis to the dump body company, for installation and for delivery of the complete dump truck unit to the county following installation, and assembly of the dump body and related options onto the truck chassis. Freight to and from the dump body company will be included in the truck bidder's proposal. Dump body installation and assembly costs will be included in the dump body bidder's proposal.

WARRANTY

Bidders shall submit a copy of the manufacturer's standard warranty.

Yes ☒ No ☐
Page# 4
Or
Attachment ☒

DUMP BODY

Dump body shall meet all federal and state, health and safety regulations and must conform to American National Standard Institute (A.N.S.I.) Regulations (A.N.S.I.Z145) 1975.

Yes ☒ No ☐
Page # 4

Dump body supplier must have their own service and parts facility.

Yes ☒ No ☐
Page # 3

Dump body supplier must have a minimum of five (5) years' experience in sales, service and repair of dump bodies.

Yes ☒ No ☐
Page # 3

Body must be covered by product liability insurance.

Yes ☒ No ☐
Page # 3

GENERAL OPERATING SPECIFICATIONS AND DIMENSIONS

14-16 cubic yard capacity; 15.5 feet long; 42-inch high sides; 48- inch high tailgate; sides, tailgate, floor shall be ¼ inch AR 450 steel; tailgate shall be sloping with a six (6) inch slope; 8" x 2" Rectangular Tubing Long Sills (Main Runners); 1.5" x 3" rectangular tubing cross-members on 12" centers; HYVA 6310 hoist that shall be class 120 hoist with a minimum three (3) active stages and minimum 52,000 pound capacity; direct mount integral pump and P.T.O. combination with air control on the P.T.O.; air tailgate latch control; electric tarp with vinyl asphalt type tarp; 36 inch cab shield, eight (8) inch wide schedule 80-pipe push bar asphalt apron across rear of body; 6 inch metal board; rib reinforced sidewalls and three (3) formed tailgate design; and
Metro light kit.

Yes ☒ No ☐
Page # 1

OTHER OPTIONS

Bid must include the cost for each of the following options, itemized separately on the bid:

High lift tail gate

Yes ☒ No ☐
Page # 1

Bed body vibrator

Yes ☒ No ☐
Page # 2

25-ton heavy duty Pintle Hitch, swivel type, spring loaded, with safety chain rings, six (6) prong trailer light socket and air brakes hookup. Mounted 26 inches from ground with truck empty.

Yes ☒ No ☐
Page # 2

Chip spreader bar mounted at end of frame.

Yes ☒ No ☐
Page # 2

NOTE: Award will be made on the basis of the total cost of the dump body with all options included. However, a county may, at its discretion, deduct one or more of the above-referenced options from the dump body, and in such event, the cost of the options as stated on the bid shall be deducted from the total cost of the dump body. There shall be no other deductions and no additions made to the dump body by the purchasing county or by the vendor.



Quote WTTI-Q-04396

Page 1 of 2
Date 10/25/2023

Warren Truck & Trailer Alabama LLC
3716 Richard Arrington Jr Blvd
Birmingham AL 35234

Phone (800) 900-2545
Fax (205) 591-3012
WarrenTruckAndTrailerInc.com

Bill To	Ship To	Contact
ASSOCIATION OF COUNTY COMMISSIONS OF AL 100 N JACKSON ST MONTGOMERY AL 36104	ASSOCIATION OF COUNTY COMMISSIONS OF AL 100 N JACKSON ST MONTGOMERY AL 36104	JOHN HAMM (000) 000-0000 Ext. 0000

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
ACCA OPTION B 15.5		ACC104				0/0/0000	13,996
QTY	Item Number	Description	UOM	Unit Price	Ext. Price		
1	FL-15.5	Frameless Dump Body Yardage: 14/16 Floor Material: 1/4 AR450 Front / Material: 48" 10GA A1011 Side / Material: 42" 10GA A1011 Vertical Side Brace: YES Horizontal Brace: YES Hoist / Cylinder: VTLW-63110 Hyd Tank: Steel Doghouse Tank (600-80041) Hydraulics: 85 CC Gear Pump w DIN Shaft Tipping Valve: Chassis Mount	Each	\$28,500.00	\$28,500.00		
1	TAILGATE	Air Operated: Yes Panel: 03 panel Material: 10GA A1011 Height: 48 Slope: YES Chains: 5/16" Double Acting: No High Lift Gate: Air Ready (no cylinders) (Option Pricing Shown To ADD Cylinders) Side Swing - Ground Operated: No Center Opening: No Material Gate: None Water Tight: None	Each	\$1,250.00	\$1,250.00		
1	DB OPTIONS # 1	Cabshield: Full Cabshield (36") Asphalt Apron: 8" Push Type Bolt On: No Center Board Pockets: No	Each	\$0.00	\$0.00		
1	LIGHTS	Lights/Harness: LED Lights and Standard Harness Oval STT: (1) Oval Cut Out Only (per post)	Each	\$0.00	\$0.00		
1	DB OPTIONS # 2	Cap Angle Sides & TG Metal 6" Beards	Each	\$0.00	\$0.00		
1	INSTALL	Hydraulic Hoses/Fittings: Yes Pump: 85 CC Gear Pump w DIN Shaft Console: Warren Deluxe Console Conspicuity Tape: Yes Mudflaps and Brackets: Yes	Each	\$0.00	\$0.00		



Quote WTTI-Q-04396

Page 2 of 2
Date 10/25/2023

Warren Truck & Trailer Alabama LLC
3716 Richard Arrington Jr Blvd
Birmingham AL 35234

Phone (800) 900-2545
Fax (205) 591-3012
WarrenTruckAndTrailerInc.com

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
ACCA OPTION B 15.5		ACC104				0/0/0000	13,996
QTY	Item Number	Description	UOM	Unit Price	Ext. Price		
1	PAINT	Chrome Turnouts: No Splash/Gravel Guards: No Side Boards: None Metal 6" Covers: No Wires in Conduit No Delivery Fuel/Charges: No	Each	\$0.00	\$0.00		
1	PTO	Color: Warren Black (800-80007) POWER TAKE OFF PTO Muncie A20 Series (Auto) Note: Not following OEM maintenance can result in non warrantable failure. Check for leaks and loose mounting hardware within first week of use. Recheck at regular maintenance periods (see OEM manual for intervals).	EA	\$0.00	\$0.00		
1	TARP SYSTEM	TARP system - installed Installation: Installed Brand: Donovan Manual / Electric: Electric Type: Arm Aluminum / Steel: Aluminum Bent Arm: Yes Tarp Size: 90"x18' Tarp Type: Asphalt Side Flaps: No	EA	\$0.00	\$0.00		
1	TOW PACKAGE	25 ton heavy duty Pintle Hitch, swivel type, spring loaded, with safety chain rings, mounted on 1" minimum steel plate supported by 1/2" X 4" gussets; 3/4" D rings; Glad Hands mounted with 5" X 3/8" air brake line to a 1/2" bulkhead fitting through the plate with cut off valves on back side of plate; seven (7) prong trailer light socket and air brakes hookup. Mounted 26 inches from ground with truck empty.	Each	\$895.00	\$895.00		
1	VIBRATOR	ELECTRIC BODY VIBRATOR	Each	\$900.00	\$900.00		
1	CHIP SPREADER	INSTALL CHIP SPREADER BAR	Each	\$350.00	\$350.00		

Quotation reviewed and accepted by:
(signed) _____
Please reply back to us with a PO number for entry as an order

Subtotal	\$31,895.00
Misc	\$0.00
Tax	\$0.00
Ship & Handling	\$400.00
Trade In Allowance	\$0.00
Total	\$32,295.00

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Warren Truck and Trailer Alabama, LLC.

3716 Richard Arrington, Jr. Blvd. North
Birmingham, AL 35234
Phone: (205)-254-9700 / Fax: (205) 278-3618
Contact: Gregory Pugliese

About Us

Warren Truck & Trailer was founded in 1993 as Bama Bodies, Inc. in Birmingham, AL. We handle Warren dump bodies, dump trailers, trash trailers, spreaders, and hydraulic fifth wheels. In addition to these products, we also service and sell service bodies, lift gates, lift axles, tarp systems, and other general truck equipment.

The Warren Family of Companies consists of 5 operating facilities across the southeast. We manufacture steel dump bodies and spreaders at Warren, Inc. in Collins, Mississippi. We manufacture aluminum dump bodies, a full line of dump trailers, transfer trailers, and rendering trailers at Warren Equipment, Inc. in Plant City, Florida. We manufacture half round dump bodies, pup trailers, custom truck equipment, and elevating fifth wheels at our Warren Truck & Trailer, LLC. facility in Talco, Texas.

All of our locations are full service and installation facilities for all Warren products. Call a facility near you today for all of your truck equipment needs!

Bid Notes:

1. Warren Truck & Trailer, Inc. has been in continuous operation in the truck equipment industry for over 20 years (since 1993). We are a stocking distributor for all Warren products as well as a variety of other truck equipment vendors. We have a 5-bay installation/repair shop and stock a wide variety of parts at our Birmingham location. Business areas include Parts, Sales, Repair, & Installation of the following:
 - Dump Bodies – Steel and Aluminum, Square Side Bodies and Elliptical Designs, 1-Ton Size through Tri-Axle and Quad-Axle Sizes
 - Spreaders – Snow and Ice Control, Agricultural Applications such as Lime/Fertilizer and Litter Spreaders
 - Flat Beds – Variety of Sizes and Options
 - Service Bodies
 - Garbage Bodies
2. Warren Truck & Trailer, Inc., as well as all other Warren companies, maintains a full compliance of product liability, general liability, and garage-keepers insurance. Policy information is available upon request.

By: Gregory Pugliese

Think of us first for all your truck mounted equipment needs. Warren Truck and Trailer, Inc. is a stocking dealer for Warren, Inc dump bodies and hoists. We also distribute Warren half-round demolition type trailers, dump bodies and pups as well as a wide variety of truck-mounted equipment including water tanks, trash bodies, flat beds, and flat dumps. We have a fully equipped shop for handling all types of body and trailer repair. Please visit our website at: www.dumptrucks.com and link to all the other Warren related companies.



WARREN

Warren Truck & Trailer Alabama, LLC

3716 Richard Arrington Jr Blvd

Birmingham, AL 35234

Phone: 803-776-7400

Contact: Gregory Pugliese Email: GPUGLIESE@DUMPTRUCKS.COM

Warranty Statement

WARREN, INC., Warren Truck & Trailer Alabama, LLC (hereinafter called Warren) warrants each new trailer, wet line (install only), dump body and item of hydraulic equipment manufactured by it to be free from defects in material and workmanship under normal use and service with loads not exceeding the vehicle manufacturer's rated capacity for a period of 12 months after delivery to the original purchaser direct or by an authorized distributor.

Exclusions from Warranty. This Warranty shall not apply to:

- (1) components manufactured by persons other than Warren (such as hydraulic pumps, motors, valve, bearings, etc.) beyond warranty, if any, which may be made by such manufacturer,
- (2) any unit which shall have been subject to misuse, negligence, alteration or accident or which shall have been repaired by anyone other than Warren or its authorized service distributor in any way so as in the judgment of Warren to affect adversely its performance or reliability, or
- (3) normal maintenance services.

Purchaser's Exclusive Remedies. Warren's sole obligation under this warranty will be to repair or replace, at its option, any warranted unit or part as described above which shall be returned to Warren's factory or authorized service distributor and which examination shall disclose to Warren's satisfaction to have been defective. Freight or other transportation costs to and from the factory or authorized service distributor must be paid by the purchaser. Warren will not assume any charges for repairs made by anyone other than Warren or its authorized service distributor.

Exclusion of other Warranties. No other warranty is made by Warren and in particular Warren makes **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Warren neither assumes nor authorizes any person to assume for it any liability other than described herein.

Limitations of Actions. Without extending the period of warranty stated above, any action for breach of warranty must be commenced within one year of the breached claimed or forever barred.

Limitation of Damages. The purchaser's remedy stated above shall be exclusive for any and all claims against Warren whether based on contract, negligence, tort, or any other theory. In no event shall Warren be liable for any consequential damages which may result from any defect or failure of a unit or part.

By: Gregory Pugliese

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Company ID Number: 487255

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



Company ID Number: 487255

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

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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



Company ID Number: 487255

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

Company ID Number: 487255

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

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

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

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

Company ID Number: 487255

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 Warren Truck and Trailer Inc.	
Jack Lyle	
Name (Please Type or Print)	Title
Electronically Signed	01/10/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/10/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Warren Truck and Trailer Inc.
Company Facility Address:	900 38th St North
	Birmingham, AL 35222
Company Alternate Address:	
County or Parish:	JEFFERSON
Employer Identification Number:	631084060



Company ID Number: 487255

North American Industry Classification Systems Code:	441
Administrator:	
Number of Employees:	5 to 9
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:	Debra G Jones	Fax Number:	(205) 591 - 3012
Telephone Number:	(205) 591 - 3002		
E-mail Address:	djones@feedtrucks.com		
Name:	Jack Lyle	Fax Number:	(205) 591 - 3012
Telephone Number:	(205) 591 - 3002		
E-mail Address:	jblyle@feedtrucks.com		

WARREN

FL Series

Heavy Duty Dump Body

Warren FL Series dump bodies are designed for mounting on heavy duty tandem and tri-axle truck chassis



above picture shown with several available options

Features & Benefits of Warren FL Bodies

- ASTM A1011 A-45 High Tensile Steel
- Continuous welding throughout body for additional strength
- Available in 12'-18' lengths
- Full depth rear corner post
- "Stacked Type" understructure
- Boxed tubular top rail



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Collins, MS 39428

Phone: 601-765-8221
Fax: 601-765-4554
Toll Free: 800-228-4842

FL Series Specifications



Body

Construction:	ASTM A1011 A-45 High Tensile Steel
Understructure:	4" - 5.4#/ft. channel crossmembers on 12" centers 5" - 6.7#/ft. Channel longitudinals (12' - 14') F-651 5" - 9.0#/ft channel longitudinals (15'-16') F-651 7" - 9.8#/ft. channel longitudinals (12'-14') FL-651 7" - 12.25#/ft. Channel longitudinals (15'-18') FL-651
Floor:	3/16" ASTM A1011 A-45
Sides:	10 ga. 6" wide boxed vertical side braces 10" wrap around front corner posts 8" high front & rear board pockets
Tailgate:	10 ga. 9-panel braced 8" higher than sides Offset flame cut steel plate upper hinge Air operated control lock Double lower sockets w/ overhooks
Front Bulkhead:	10 ga. Steel w/ 2 die-formed horizontal braces Dog house w/ access door
Dimensions:	Width—inside 7'3" Width—outside 8'

Optional Attachments

Tarps, Custom Paint, Material Door in Tailgate, Spreader Apron (8" Weld-On)



Hoists

Type:	Telescopic sub-frame on F-651; Frameless on FL-651
Model	VTW-63 Sub Frame OR VTLW-63 Frameless
Pivot Pin	1 15/16"
Mounting Height	12 1/4" VTW; 11 1/2" on VTLW
Cylinder:	Telescopic style with CRN type chrome coating on rod stage of cylinder
Type:	3 or 4 Active Sleeves
Stroke:	97", 110", 126", 135", 167"



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