BID SUBMITTAL FORM Alabama County Joint Bidding Program BID ITEM – 7.5 Ton Single Drum Vibratory Roller

Company Name: Pattman Tractor Company Ju Address: 9652 Milton Jones Rd, Daphne, A	it 36526
Bid Submitted by: Lee Pittman (Name of company representative) Title: Business Development Myr. e-mail address: Lee @pitts Phone: 251-621-3555 Fax: 251-621-567	mantractor, com
By submitting this bid, we agree:	Initials
The equipment model number identified below meets the bid specs for this bid item	4
That the bid price will be honored for all counties for the period from Jan. 1, 2024 to Dec. 31, 2024.	LA
The equipment will be delivered at the bid price to all counties participating in the joint bid program	LV
The company representative listed above will be the contact person for purchasing this bid item under the joint bid program	<u> </u>
The bid is accompanied by a current catalog or model specification document for the model number identified below	10
The bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications	LA
The bid includes the e-verify documentation required by Alabama law	19
If awarded the bid, a performance bond will be provided upon request	LP
The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) for the Standard Machine	LP

7.5 Ton Single Drum Vibratory Roller

Total Bid Price for Standard Machine: \$ 110,500 (Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *
Freight Preparation and Delivery: \$ (Included in Standard Machine Bid Price)
Manufacturer's Suggested Retail Price for Standard Machine: \$ 168,330
Equipment Model #: Dynana C. (A)
Description: Style Bran Vibratory Roller
Signature of company representative submitting bid: Title: Business Development 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 7.5 Ton Single Drum Vibratory Roller

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*	20
The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) with any available Options for the Standard Machine	75
Equipment Model #: Dyanac (A15001) Description: 66 inch drum 7,5 ton 501 Rolles Signature of company representative submitting bid:	lopment 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 BID ITEM – 7.5 Ton Single Drum Vibratory Roller

GENERAL

These specifications shall be construed as the minimum acceptable standards for a **7.5 Ton Single Drum Vibratory Roller**. 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 roller must be a new current production model. The roller must be a new current production model and shall meet all EPA and other applicable standards at the time of manufacture.

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

BID SUBMITTAL FORM

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

BID PRICE

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

MANUALS

Each unit shall be provided with one (1) copy of the operator's manual, (1) copy of the 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 bid. If replacement parts are not delivered within three (3) working days of an order being place d, 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.

Page# 2 or Attachment

/) stroke cycle, water cooled and turbocharged diesel engine, minimum of 75 horsepower. k.	Yes X No Page #
	WEIGHT (STANDARD of The factory specified operation of the purpose of meeting Minimum 14,800 lbs. states	erating weight only. No additional weights may be added ng these specifications.	Yes X_No Page #_3
/	STARTING SYSTEM Unit shall be equipped w	vith a 24 volt electrical system.	Yes <u>X</u> No Page #_ <i>_</i>
J	DRIVE Infinitely variable hydros shall have a limited slip a	tatic drive system on both rear wheels and drum. Rear drive axle.	Yes X _ No Page #_ _
J	DRUM Drum shall be smooth w	ith an adjustable drum scraper. Drum width shall be 66 in.	Yes <u>X</u> No Page # '
		with two (2) amplitude settings and have the ifications for each setting:	
	/Frequency	High Frequency 2,160vpm/Low Amplitude 1,850 vpm	Yes X No Page #
	Centrifugal Force	High Amplitude 25,625 lbs/Low Amplitude 16,200 lbs	Yes X No Page # 4+5
J	Nominal Amplitude	High Amplitude 0.066 inches/Low Amplitude 0.031 inches	Yes X No Page #_ H
Š	BRAKES Service brakes – Hydros	static	Yes 📉 No Page #
,	Parking brake.		Yes X No Page #

,	/ <u>TIRES</u> Minimum 8 ply 14.9 x 24 lug-type tires that track within drum width.	Yes X No Page #
J	OPERATOR'S PLATFORM Unit shall include: ROPS Canopy; vibration isolated, anti-slip operator platform; lockable instrument panel cover; emergency stop; horn; hour-meter; Gauges and/or warning lights for fuel level, coolant temperature, engine oil pressure, engine temperature, and charging system; adjustable seat with seatbelt; rear view mirrors; and safety rail.	Yes X No Page #_6+
,	OTHER FEATURES Unit shall also include: Hydraulic pressure check points;	Yes <u>X</u> No Page #
	Jockable hood;	Yes X No Page #
,	oil level sight gauges;	Yes X No Page #
/	backup alarm;	Yes <u>X</u> No Page #
,	battery master switch;	Yes <u>X</u> No Page # 6
	slow moving vehicle sign;	Yes X No all all all all all all all all all
	/rotating beacon mounted on ROPS.	Yes X No Page #_ PS



WARRANTY CONDITIONS

Dynapac Equipment

Dynapac hereby extends to the Distributor of each Product (a defined in the Distributor Agreement), Optional Equipment, and Spare Part hereto (the Product s) purchased from Dynapac, the following Limited warranty.

Subject to the exceptions set forth below, Dynapac or it designates will repair or replace defective parts of Products, which prove to be defective in design material or workmanship during a period of twelve (12) months or 1500 operating hours for Rollers, Pavers, Feeders and Planers whichever shall expire first, and twelve (12) months for Light Products. In addition on Light Products the exciters shall be covered for a period of twenty four (24) months. Counted from the date of delivery to the end-user but in no event later than twelve (12) months from the date of delivery from Dynapac.

The costs for repair or replacement of the defective part of the Product will be refwlded based on the ex-works price for spare- parts and as in accordance with similar operation in a workshop.

Costs for lifting and transportation will not be paid by Dynapac. Travel reimbursements will be compensated as per warranty policy.

Claims under this warranty shall be submitted online with Dynapac and must be received by Dynapac prior to the expiration of the warranty period stated above however not later than one (I) month after last date of repair per claim.

LIMITATION OF LIABILITY

- The foregoing warranties shall not apply in the case of preventative maintenance or operating services, including but not limited to adjustments and inspections, e.g. adjustments of brakes, valves, chains, calibration of electronic steering units and retightening of bolts, nuts, couplings etc.
- The foregoing warranties shall not apply to defects or damage due to negligence, operation, application, repair, and modifications not authorized by Dynapac, improper storage, abuse, accident or by failure to maintain the Products in accordance with applicable manuals or instructions.
- The foregoing warranties shall not apply in the event of the normal aging of vital parts, hoses, fittings, seals and other parts requiring replacement as the result of normal use or wear, e.g. fuel, wear parts, ground

- engaging parts, scraper blades, friction linings, brake discs, batteries, tires, tubes, screed heating elements, oil grease, hydraulic fluid, coolant air filters and rubber items.
- The foregoing warranties shall not apply to the deterioration of parts, such as rubber goods or components affected as result of corrosion, chemical, electrical or other harmful influences.
- The foregoing warranties shall not apply to Product failures due to parts, accessory, consumable and attachments not manufactured, supplied or approved by Dynapac.
- Dynapac does not extend any warranties with regard to Product engines. Engine are covered solely under the Engine OEM warranty policy.



- 7. The foregoing warranties shall not apply to the replacement of hydraulic pumps, motors and cylinders when the failure could have been economically repaired by the replacement of a seal or seal kit o the replacement of hydraulic pumps, motors and cylinders when the failure could have been economically repaired by the replacement of a seal or seal kit.
- The foregoing warranties shall not apply to any loss, damage and costs caused by transport carrier, towing,
- 11. or any kind is limited to direct damages up to an
- 12. amount not exceeding the cost of performing the obligations contained in the foregoing warranty but in no event shall Dynapac's liability exceed twenty-five (25%) percent of the purchase price of the Product giving rise to such liability.
- Dynapac shall not, unless prohibited by applicable law, be liable for any damage or loss to property caused by the Products.
- 14. The Distributor shall indemnify and hold Dynapac harmless to the extent Dynapac incurs liability towards any third party in respect to damage or loss caused to property by the Products.
- 15. DYNAPAC WILL IN NO EVENT BE LIABLE FOR ANY HOUSING, MILEAGE, MEALS, OVERTIME, TELPHONE OR OTHER COMMUNICATION EXPENSES IN CONNECTION WITH WARRANTY WORK, OR LOSS OF PROFIT, LOSS OF PRODUCTION, LOSS OF USE, LOSS OF GOODWILL, LOSS OF CONTRACT, COSTSS FOR REPLACEMENT OF PRODUCTS, DOWN TIME, COSTS OF RENTING OR LEASING A REPLACEMENT UNIT, LOSS OF RENTAL INCOME, INTERRUPTION IN BUSINESS, CLAIMES BY THIRD PARTY OR FOR ANY ECONOMIC, CONSEQUENTIAL OR INDIRECT DAMAGE WHATSOEVER.
- Warranty claims under Fifty Dollars (\$50) will not be processed
- 17. The foregoing warranties shall not apply to any loss or damage to the Products resulting from any cause beyond any party's reasonable control, including, without limitation, any act of God, fire, flood, earthquake, strike, lockout, factory shutdown or alteration, civil disturbance, insurrection, war, act of civil or military authority, law regulation, act or order of any national or local government or any department, agency or representative,

- cranes, hauling, loading and unloading, storage or protection by customer or third parties.
- The foregoing warranties shall not apply to any loss or damage to the Products caused by a third party or customers' poor workmanship.
- Dynapac's liability for losses, damages or expenses
 - weather, accident, act or default of common carrier or wreckage.
- The foregoing warranties do not apply to any expendable components.
- Costs for lifting and transportation or Products will not be paid by Dynapac, unless otherwise set forth in this Warranty Policy.
- All warranty claims for engines and screeds shall be submitted by the Distributor to the applicable engine or screed supplier's authorized local service workshop, rather than to Dynapac.

All previous warranty certificates are superceded by these conditions.

P. Z

DYNAPAC CA1500D BID SPECIFICATION

STANDARD SPECIFICATION

Self-propelled vibratory soil compactor with drum drive, 7.5 ton

GENERAL

The intention of this specification is to describe a single drum vibrating soil compactor to prepare bid specifications for the purchase of similar equipment. A self-propelled single drum vibratory roller with articulated steering, approx. 7.5 tons. The vibratory roller is required for compaction of various soils.

Technical support for the compactor shall include, as a minimum, a detailed safety manual, an operating & maintenance handbook, a parts catalogue and service manual. Checklist for service inspections obtainable on request. All these documents should also be available on the web to download if more copies needed.

The machine shall be delivered, serviced and ready to operate.

Required Machine Specification

TRANSPORTATION

Shipping weight (with ROPS)	approx.	14,800 lbs
Shipping weight (with Cab)	approx.	15,100 lbs
Overall length	approx.	208 in
Overall width	approx.	73 in
Overall height (with ROPS)	max.	107 in
Overall height (with Cab)	max.	107 in
Tie down eyelets	minimum of	2 on front & 2 on

To facilitate transports the roller shall be equipped with lockable articulated steering hitch, tie-down and lifting eyelets.

OPERATING WEIGHT, WIDTH & CLEARANCE

Operating weight (with ROPS)	not less than	15,500 lbs
	not more than	18,300 lbs
Operating weight (with CAB)	not less than	15,900 lbs
	Not more than	18,700 lbs
Tyre size		14.9 x 24 TL, 8 ply
Operating width	not less than	73 in
Curb clearance	not less than	13 in
Ground clearance	not less than	14 in

rear

Steering angle not less than 38 degrees in each direction

Outside turning radius not more than 16 ft
Wheel base approx. 106 in
Lateral overhang not more than 4 in

DRUM DIMENSIONS

Drum width not less than 66 in
Drum diameter not less than 48 in
Drum shell thickness not less than 0.87 in

PROPEL, STEERING & BRAKING SYSTEM

Speed ranges (fwd/rev) not less than 0-7.5 mph
Max. gradeability not less than 55%

Vertical oscillation not less than 9 degrees in each direction

- Roller shall be equipped with drum drive in addition to the rear axle drive.
- Drum drive shall include minimum of 6 heavy duty vibration isolator mounts with specialized rubber compound to reduce the vibration transfer to the drive components.
- Roller shall be fitted with a forward & reverse lever to control the speed.
- Shall be able to select Work mode or Transport mode thru operator panel switches.
- Lifetime lubricated heavy duty steering hitch.
- The rear planetary axle shall be equipped with no-spin differential.
- The compactor shall have a hydrostatic drive system.
- Service brake shall be thru hydrostatic system.
- Parking brake shall be separate control (not in forward & reverse lever) and multi-disc clutch type on drum and rear axle. Parking brake shall be designed such that in the event of loss of engine or hydraulic power the brakes apply automatically to prevent the roller from moving.
- Quick stop braking Roller shall be designed such that if the forward & reverse lever is moved very quickly the system shall recognize that and bring the roller to stop.
- Anti-Spin control Roller shall have an electronic system that detects the difference in speed between front drum and rear tires and control the hydraulic flow accordingly to eliminate the slip of tires/drum when operated under different ground conditions
- Tire Size (8ply) 14.9 X 24 TL

COMPACTION CHARACTERISTICS (VIBRATION SYSTEM)

Static linear loadnot less than117 pliVibration amplitudenot less than2 settingsLow amplitudenot less than0.031 in @ 1,920 vpmHigh amplitudenot less than0.071 in @ 2,160 vpm

P.4

Minimum centrifugal force	not less than	16,200 lbf
Maximum centrifugal force	not less than	29,900 lbf

- The vibration system shall be supplied on drum through a direct drive hydrostatic motor to eccentric elements. The eccentrics shall be optimized to use low start-up power for fuel saving.
- Vibration ON/OFF switch shall be integrated into the forward & reverse lever.
 The machine shall be equipped with Automatic Vibration Control to shut OFF vibrations when turning forward/reverse to avoid the machine standing still and vibrate creating uneven surface.
- The machine shall be equipped with an accelerometer based Compaction Meter showing CMV values and Evib values, both Evib1 (loading) and Evib2 (unloading) shall be possible to read in the display.
- The machine shall be equipped with a system to detect bouncing and shut OFF vibrations when it becomes harmful to the machine.
- The machine shall have an automatic system activated by default to detect and adjust to the natural frequency of the compacted soil.
 Adopting from 1,200 vpm in the beginning of the compaction cycle to 2,160 vpm when compaction is reaching final also giving amplitude amplification and less loosening in the top layer.

This automatically frequency adjustment to save fuel, passes and prolong the life time of the machine. Noise levels both surrounding and operator's ear shall be lower compared to a machine without the system.

ENGINE

Туре	not less than	4 cylinder Turbo charged
		electronically controlled Diesel
		engine
Rated power per SAE J1995	not less than	75 hp @ 2 200 rpm
Rated emission standard	not less than	T4final
Engine speed control	minimum of	3 settings
		(Idle/Work&ECO/High)
Fuel tank capacity	not less than	50 gal

- The engine shall be supported with a dry type air cleaner with safety element, fuel filter and heavy duty regulated 24V generator/alternator, starter and battery.
- Fuel tank for at least 10 hours operation in normal working conditions.
- Fuel filling shall be from ground level.
- High capacity cooling system with on demand fan speed control system to reduce the noise and fuel consumption.

HYDRAULIC SYSTEM

Prolusion system – Hydrostatic system meeting following requirements:



1 x electronic proportional propulsion pump supplying a hydraulic two-position (dual speed/traction control) or electronic proportional (anti-spin) drum motor. The pump also supplying a fixed (dual speed) or electronic two-position (traction control/anti-spin) axle motor.

- Vibration system Hydrostatic system meeting following requirements:
 1 x electronic two-position (dual frequencies) or proportional (adjustable frequency) vibration pump supplying a motor connected to the eccentric axle generating the vibrations.
- Steering system Hydrostatic system meeting following requirements:
 Mechanical-hydraulic load sensing with steering valve supplying the steering cylinder. Steering angle is proportional to turn of the steering wheel.

ELECTRICAL SYSTEM

- 24 Volts electrical system with minimum of two or more 12V batteries.
- Each battery shall have minimum of 100Ah capacity.
- Batteries shall be isolated from the rest of the electrical system by a master battery disconnect switch, positioned such that it shall be operated from ground level and outside fire zone.
- Diagnostic ports shall be available for troubleshooting of engine and roller systems.

Alternator capacity
Roller shall include

not less than

55A, 24V

not less than

1 horn

1 back-up alarm 1 warning beacon

4 working lights LED

OPERATOR PLATFORM

- Roller shall be fitted with certified ROPS & FOPS platform.
- Platform shall include safety rails.
- Platform shall include lockable storage compartment.
- Operator seat shall be rotated minimum 90 degrees from the forward facing position to left and right (totally 180 degrees).
- All operator controls, switches along with the steering wheel shall rotate with the operator seat for ergonomic operation.
- Steering wheel shall be adjusted towards or away from operator.
- · Operator seat shall include:
 - Length adjusting possibility
 - o 3 inch retractable seat belt with buzzer to alert operator to use belt.
 - Seat switch
- Operator platform shall be mounted on the roller frame using minimum of 4 vibration isolation mounts.



- Operator panel shall include:
 - Lockable vandal protection cover (for ROPS/FOPS version)
 - Electronically operated forward & reverse lever with integrated button for vibration ON/OFF.
 - o Speed limited dial/Cruise Control Dial
 - Automatic Vibration Control switch.
 - o Engine rpm selector, Lo/Mid/Hi, ECO version: Lo/ECO/Hi.
 - Separate Parking brake On/Off switch.
 - o Work mode selector switch.
 - o Emergency stop button.
 - o Engine diagnostics control light serious fault.
 - o Horn
 - Control lamp, water separator.
 - Rotatable multi-function display to show vital parameters of roller and also capable of indicating warnings and fault codes from engine and other roller systems.
 - o Backup alarm

SERVICE

The hydraulic system shall be equipped with pressure test ports. All service shall be possible to perform standing on ground of safety reasons, engine hood equipped with lockable position when open. Oil Level sight gauges.

PAINT SCHEME

Roller shall be painted with manufacturer's standard color scheme.

WARRANTY

- Standard manufacturer's warranty for minimum of 1 year or 1,500 hours for whole machine.
- Engine shall have minimum of 2 years or 2,500 hrs. of Warranty.

Options:

Optional equipment is not required unless identified on the solicitation.

Option 1: COMFORT CAB in place of open ROPS/FOPS Structure.
 The must include below features as standard to provide best operator comfort.

AC (Air Conditioner) Factory Installed
Charger socket: One 24V
Floor mat: Standard 5 mm
FM/AM radio with MP3/USB and Bluetooth
connection
Heating: 6 nozzles
Hooks: One
Inner roof: Noise absorbing
Interior light: Door
Internal rear view mirror
Operator's seat, suspension
Operator's station, rotating
Rear view mirrors, traffic
Rotating beacon
Seat belt 3" with buzzer
Steering wheel: Adjustable
Storage: In back cover
Sun protection: Front screen print
Windows: Tinted
Wipers: Front/rear
Working lights, LED 4 Qty

- 2. Option 2: 2 Piece Bolt on Shell Kit. The Roller shall be offered with the Optional Bolt on Shell kit to convert from Smooth Drum to a pad foot drum applications. The Shell Kit shall not be more than 2 Piece to make it easier for install and un-install.
- 3. Option 3: Back up Camera The Roller shall be installed with Back up Camera Option for the operator to clearly see the surrounding areas when reversing the machine. The display shall be separate/integrated on the main control panel.



Dealer Name
End User Name
Date of Quote
Currency
Dealer Terms
End User Terms
Revision

Assoc Count	y Commisioners Alabama (ACCA
	16-Oct
	USD
	Net 30 Platinum

Qty.	Description	Part #	List Price		End User Price (Net)		
						8%	
	CA1500D ROPS, Anti Spin Seismic, ECO	4812144422	\$	168,330	\$	102,790	
	Smooth Drum Scraper -Fixed Steel	4812141569	\$	967	\$	591	
	SMV Sign	4812141348	\$	257	\$	157	
			\$	14	\$	_	
	Bolt-on Shell Kit (Field Kit - Ship Loose)	4812118123	\$	24,809	\$	15,150	
					\$	-	
					\$	-	
					\$	-	
					\$	-	
					\$	-	
					\$	-	
					\$	-	
		Total	\$	194,364	\$	118,687	

STATE OF ALABAMA

CONTROL NO.

BALDWIN COUNTY

LICENSE NO. 2402907

2879983

ACCOUNT NO.

ISSUED TO:

31473

PITTMAN TRACTOR CO INC PITTMAN, LINDSEY LEE

LICENSE YEAR

PO BOX 26 MONTROSE, AL 36559

2023-2024

STORE LICENSE

CHAIN STORE LICENSE

LICENSE TYPE

DA	TE ISS	UED
10	17	2023
MO.	DAY	YR.

BUSINESS LOCATION

9652 MILTON JONES RD DAPHNE, AL 36526

EXPIRES September 30, 2024 RENEW IN OCTOBER

RL: OCCUPATIONAL LICENSE U76 - #2879983 - T2 - P1261274 - M1 License PENALTY CITATION INTEREST SECTION **BUSINESS TYPE** Amount 0.00 0.00 0.00 38.50 COMMISSION MERCHANTS OR MERCHANDISE BROKERS 37.50 1.00 0081 20.00 1.00 0.00 0.00 0.00 21.00 TRACTORS, ROAD MACHINERY AND TRAILERS 0169 TRANSFER OF LICENSE TOTAL Evidence having been adduced before me that a bona fide 59.50 sale of the business licensed by this certificate has been made Kathleen D. Baxter State Comptroller MAIL by licensee, this license is transferred to said purchaser. FEE 1.00 TOTAL WITH Vernon Barnett MAIL FEE Commissioner of Revenue Name of Purchaser 60.50

HARRY D'OLIVE JR

Issuing Authority

2024 - 2402907 10/17/2023 11:27:57 AM U76 - #2879983 T2 - P1261274 - M1

PITTMAN TRACTOR CO INC PITTMAN, LINDSEY LEE PO BOX 26 MONTROSE, AL 36559

Issuing Authority



Company ID Number: 579304

North American Industry Classification Systems

Code 423

Administrator

Number of Employees

5 to 9

Number of Sites Verified

for

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

ALABAMA

sito(s)

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

Name Becky Lentz Telephone Number (251) 626 - 3483 Fax Number (251) 626 - 3483 E-mail Address jbebecky@bellsouth.net Trip Pittman Tolephone Number (251) 621 - 3555 Fax Number (251) 621 - 5626 E-mail Address tripsequip@aol.com Lyne Pittman Telephone Number (251) 621 - 3555 Fix Number (251) 621 - 5626 E-mail Address lynn@pittmantractor.com

E-Verify



Company ID Number: 579304

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.
- 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

E-Verify



Company ID Number: 579304

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.