

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

Company Name: THOMPSON TRACTOR COMPANY

Address: PO BOX 10367

BIRMINGHAM AL 35202-0367

Bid Submitted by: JAY SMITH
(Name of company representative)

Title: SALES OPERATIONS MANAGER e-mail address: jaysmith@thompsontractor.com

Phone: 205-849-4242 Fax: _____

By submitting this bid, we agree:

Initials

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

JAS

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

JAS

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

JAS

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

JAS

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

JAS

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

JAS

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

JAS

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

JAS

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

JAS

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

JAS

Total Bid Price for Standard Machine: \$ 151,152
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *

Freight Preparation and Delivery: \$ 5,284
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 193,715

Equipment Model #: CATERPILLAR 309

Description: HYDRAULIC EXCAVATOR

Signature of company representative submitting bid: 

Title: SALES OPERATIONS MANAGER

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

BID SUBMITTAL FORM: OPTION COST SHEET

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*

JAP

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

JAP

Equipment Model #: CATERPILLAR 309

Description: HYDRAULIC EXCAVATOR

Signature of company representative submitting bid: Jay Smith

Title: SALES OPERATIONS MANAGER

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

BID SPECIFICATIONS FOR COMPACT TRACK-MOUNTED HYDRAULIC EXCAVATOR Option D-2

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 18,500 lbs.

Yes ☒ No ☐
Page # 1

Four (4) cylinders, minimum 190 cubic inch diesel engine with minimum 65 net flywheel horsepower. Tier 4 Final

Yes ☒ No ☐
Page # 1

Engine must be designed and built by the machine manufacturer.

Yes ☒ No ☐
Page # 1

UNDERCARRIAGE

Undercarriage length shall be minimum 10'

Yes ☒ No ☐
Page # 2

Track shoe width shall be minimum 17.5" and shall have automatic tensioning.

Yes ☒ No ☐
Page # 2

Minimum five (5) track rollers per side.

Yes ☒ No ☐
Page # 2

Minimum one (1) carrier rollers per side.

Yes ☒ No ☐
Page # 2

Unit shall be equipped with steel tracks with rubber track pads.

Yes ☒ No ☐
Page # 4

CAPACITIES

Fuel Tank Capacity – 35 gallon minimum

Yes ☒ No ☐
Page # 2

Hydraulic Tank Capacity – 14 gallon minimum

Yes ☒ No ☐
Page # 2

Engine Coolant – 2 gallon minimum

Yes ☒ No ☐
Page # 2

BOOM AND STICK

One-piece boom with minimum 11' length.

Yes ☒ No ☐
Page # 4

Stick shall be a minimum 5.5' long

Yes ☒ No ☐
Page # 9

DIMENSIONS

Reach at ground level – 22' minimum

Yes ☒ No ☐
Page # 2

Bucket breakout force – minimum 13,500 lbs.

Yes ☒ No ☐
Page # 2

Stick digging force – minimum 9,000 lbs.

Yes ☒ No ☐
Page # 2

BUCKET

Bucket size and type will be an Option to be determined by the ordering County

Yes ☒ No ☐
Page # 4

HYDRAULICS

Hydraulic pump output shall be a minimum of 60 GPM

Yes ☒ No ☐
Page # 2

2 Hydraulic Pumps, Primary Pump Flow at Pump 37 gal/min
Primary Pressure at Pump 4,000 psi

Yes ☒ No ☐
Page # 2

Secondary Pump Flow at Pump 9 gal/min
Secondary Pressure at Pump 4,000 psi

Yes ☒ No ☐
Page # 2

Blade

Blade width – minimum 7'

Yes ☒ No ☐
Page # 2

CAB

Enclosed ROPS cab:
Heater

Yes ☒ No ☐
Page # 4

Factory installed air conditioning and Heater

Yes ☒ No ☐
Page # 2

AM/FM radio

Yes ☒ No ☐
Page # 4

309	COMPACT TRACK EXCAVATOR OPTION D-2	2024 Pricing
637-9959	309 CR MHE CFG16C INCLUDES: 512-1402 309 07A CR MINI EXCAVATOR 518-6184 ENGINE, EPA TIER 4 FINAL 511-6253 ELECTRICAL ARR, C3.3 HRC 382-8757 DRAIN, ECOLOGY 511-6157 ALARM, TRAVEL 511-6217 LIGHTS, LED 512-2573 BOOM, SWING 557-1709 SOFTWARE, PROPORTIONAL CONTROL 557-1710 SOFTWARE, STICK STEER CONTROL 557-1711 SOFTWARE, 2 WAY CONTROL 557-1713 SOFTWARE, CODED START	\$173,951
563-2090	STANDARD STICK W/ HIGH FLOW HYDRAULICS INCLUDES: 523-9552 AUXILIARY PUMP, HAND CONTROL 515-3511 STICK, STD, W/ THUMB BRACKET 520-0800 LINES, 2ND AUX, STD STICK 541-4573 TRAVEL PEDALS	\$4,672
514-8055	BOOM LINES	\$0
514-8067	STICK LINES	\$0
605-3290	BUCKET LINKAGE WITH LIFTING EYE	\$775
605-3340	EASE OF USE COVER	\$0
567-3575	STANDARD BLADE W/ TRACK W/ RUBBER PADS INCLUDES: 512-2525 BLADE, 2400MM, STRAIGHT 514-0874 TRACK, 450MM, TG W/RUBBER PAD 541-4598 CONTROL, BLADE LEVER	\$12,271
511-6216	STANDARD LIGHTS	\$0
541-4580	FABRIC SEAT	\$0
510-6085	3" SEAT BELT	\$0
557-5123	CELLULAR PRODUCT LINK PLE643	\$0
511-6235	REAR VIEW CAMERA	\$581
522-6460	CAT KEY WITH PASSCODE OPTION	\$0
525-6657	EXTRA 550 LB COUNTERWEIGHT	\$1,372
523-3994	ANSI INSTRUCTIONS	\$0
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0
523-6409	RIGHT SIDE MIRROR	\$94
	CHOICE OF BUCKET TO BE ADDED TO COST OF MACHINE	TBD
	TOTAL BID PRICE FOR STANDARD MACHINE	\$151,152
	FREIGHT PREPARATION AND DELIVERY	\$5,284
	TOTAL MANUFACTURER'S SUGGESTED RETAIL PRICE FOR STANDARD MACHINE	\$193,715



Cat® 309 CR

MINI HYDRAULIC EXCAVATOR

FEATURES:

The Cat® 309 CR Mini Excavator delivers maximum power and performance in a mini size to help you work in a wide range of applications.

ALL DAY COMFORT

- A sealed and pressurized cab is equipped with an improved air conditioning system, adjustable wrist rests and a suspension seat to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive Next Generation Monitor provides customizable machine operator preferences and easy to read machine information.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls with a push of a button. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A MINI DESIGN

- Increased lifting, swinging, travel and multi-functioning performance helps you get the job done more efficiently, and dig-to-blade allows for easy clean up.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat Mini Excavator is designed to help keep you safe on the job. A back-up camera, courtesy work lights and a fluorescent retractable seat belt are just a few of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat Mini Excavator. Routine check points are easy to access at ground level with grouped service points and robust service panels.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat Mini Excavator was designed with reducing your operating costs in mind.

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.

Specifications†

Engine

Engine Model	Cat C3.3B	
Rated Net Power @ 2,200 rpm		
U.S. EPA Tier 4 Final	52.4 kW	70.3 hp
EU Stage V	53.3 kW	71.5 hp
ISO 9249/EEC 80/1269		
Gross Power		
ISO 14396	55.4 kW	74.3 hp
Bore	94 mm	3.7 in
Stroke	120 mm	4.7 in
Displacement	3.33 L	203 in³

Weights

Minimum Operating Weight with Cab*	8756 kg	19,304 lb
Maximum Operating Weight with Cab**	9403 kg	20,731 lb

*Minimum Weight is based on steel tracks, no counterweight, operator, full fuel tank, standard stick, blade and no bucket.

**Maximum Weight is based on steel tracks with rubber pads, counterweight, operator, full fuel tank, long stick, blade and no bucket.

Weight Increase from Minimum Configuration

Counterweight	250 kg	552 lb
Long Stick	66 kg	146 lb
Steel Tracks with Pads	330 kg	728 lb

†The 309 CR specifications are based on a machine configured with a Long (L) Undercarriage. For specifications representing a 309 CR with a Standard Undercarriage, please refer to the 308 CR information.



309 CR Mini Hydraulic Excavator

Travel System

Travel Speed – High	4.9 km/h	3.1 mph
Travel Speed – Low	2.6 km/h	1.6 mph
Maximum Traction Force – High Speed	28.9 kN	6,497 lbf
Maximum Traction Force – Low Speed	84.8 kN	19,064 lbf
Ground Pressure – Minimum Weight	38 kPa	6 psi
Ground Pressure – Maximum Weight	40.8 kPa	6 psi
Gradeability (maximum)	30 degrees	

Service Refill Capacities

Cooling System	10.0 L	2.6 gal
Engine Oil	11.2 L	3.0 gal
Fuel Tank	147 L	39 gal
Hydraulic Tank	53 L	14 gal
Hydraulic System	107 L	28 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow @ 2,400 rpm	233 L/min	62 gal/min
Operating Pressure – Equipment	285 bar	4,134 psi
Operating Pressure – Travel	285 bar	4,134 psi
Operating Pressure – Swing	250 bar	3,626 psi
Auxiliary Circuit – Primary (High Flow)		
Flow	140 L/min	37 gal/min
Pressure	285 bar	4,134 psi
Auxiliary Circuit – Secondary		
Flow	33 L/min	9 gal/min
Pressure	285 bar	4,134 psi
Digging Force – Stick (Standard)	42.3 kN	9,500 lbf
Digging Force – Stick (Long)	35.7 kN	8,023 lbf
Digging Force – Bucket	62.0 kN	13,943 lbf

Swing System

Machine Swing Speed	10.6 rpm
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Blade

Width (Standard)	2470 mm	97.2 in
Width (Wide)	2640 mm	103.9 in
Height	431 mm	17 in

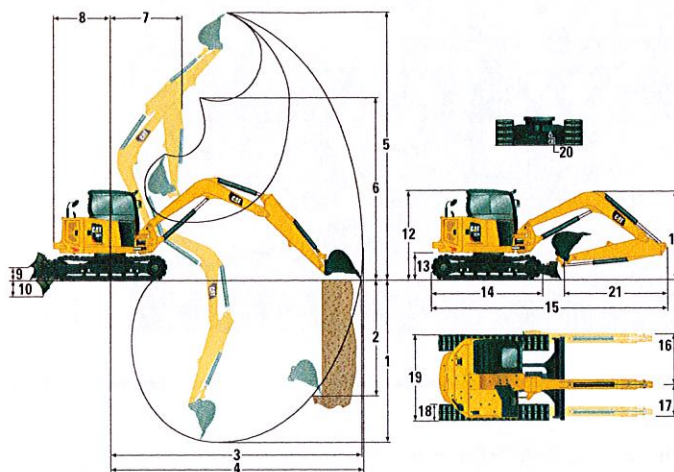
Certification – Cab

Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
Tip Over Protective Structure (TOPS)	ISO 12117:1997
Top Guard	ISO 10262:1998 (Level II)

Sound

Operator Sound Pressure (ISO 6396:2008)	72 dB(A)
Average Exterior Sound Pressure (ISO 6395:2008)	99 dB(A)

• European Union Directive “2000/14/EC”



Dimensions

	Standard Stick	Long Stick
1 Dig Depth	4115 mm (162.0 in)	4650 mm (183.1 in)
2 Vertical Wall	2998 mm (118.0 in)	3411 mm (134.3 in)
3 Maximum Reach at Ground Level	6951 mm (273.6 in)	7462 mm (293.8 in)
4 Maximum Reach	7140 mm (281.1 in)	7637 mm (300.7 in)
5 Maximum Dig Height	6729 mm (264.9 in)	7032 mm (276.8 in)
6 Maximum Dump Clearance	4753 mm (187.1 in)	5065 mm (199.4 in)
7 Boom in Reach	3058 mm (120.4 in)	3215 mm (126.6 in)
8 Tail Swing with Counterweight	1645 mm (64.8 in)	1645 mm (64.8 in)
Tail Swing without Counterweight	1450 mm (57.1 in)	1450 mm (57.1 in)
9 Maximum Blade Height	342 mm (13.5 in)	342 mm (13.5 in)
10 Maximum Blade Depth	684 mm (26.9 in)	684 mm (26.9 in)
11 Transport Height	2487 mm (97.9 in)	2514 mm (99.0 in)
12 Cab Height	2514 mm (99.0 in)	2514 mm (99.0 in)
13 Swing Bearing Height	729 mm (28.7 in)	729 mm (28.7 in)
14 Overall Undercarriage Length	3200 mm (126.0 in)	3200 mm (126.0 in)
15 Overall Shipping Length	6578 mm (259.0 in)	6662 mm (262.3 in)
16 Boom Swing Right	935 mm (37 in)	935 mm (37 in)
17 Boom Swing Left	604 mm (24 in)	604 mm (24 in)
18 Track Belt/Shoe Width	450 mm (17.7 in)	450 mm (17.7 in)
19 Overall Track Width	2470 mm (97.2 in)	2470 mm (97.2 in)
20 Ground Clearance	343 mm (13.5 in)	343 mm (13.5 in)
21 Stick Length	1823 mm (71.8 in)	2358 mm (92.8 in)

Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.0 kg of refrigerant which has a CO₂ equivalent of 1.430 metric tonnes.

309 CR Mini Hydraulic Excavator

EQUIPMENT

ENGINE

- Cat C3.3B Diesel Engine (U.S. EPA Tier 4 Final/ EU Stage V) – Electronic Engine, Turbo, Diesel Particulate Filter (DPF)
- Automatic Engine Idle
- Automatic Engine Shutdown
- Automatic Swing Brake
- Automatic Two Speed Travel
- Fuel Water Separator with Indicator
- Radial Seal – Double Element Air Filter
- Extended Life Coolant, -37° C (-35° F)
- Ecology Drain

HYDRAULICS

- Smart Tech Electronic Pump
- Variable Displacement Piston Pump
- Load Sensing/Flow Sharing Hydraulics
- Power On Demand
- Hydraulic Temperature Monitoring
- Certified Accumulator
- Hydro Advanced Hydraulic Oil

OPERATOR ENVIRONMENT

- Sealed and Pressurized Cab
- Operator Sound Pressure 72 dB(A) ISO 6396:2008
- Stick Steer Mode
- Travel Cruise Control
- Control Pattern Changer
- Adjustable Wrist Rests
- Molded Footrests
- Removable, Washable Floor Mat

- Travel Pedals and Hand Levers
- Cat Key with Passcode Option
- HVAC with Automatic Temperature Control
- Hydraulic Lockout Controls
- Integrated Lower Front Window
- Assisted Front Window Overhead Storage
- Rear Window Emergency Exit
- Fabric, High Back, Suspension Seat
- Retractable Seat Belt (75 mm/3 in)
- Coat Hook
- Cup Holder
- LED Interior Light
- Literature Holder
- 12V Power Socket
- Radio – Bluetooth®, USB, Auxiliary, Microphone
- Skylight
- Mounting Bosses for Top and Front Guards
- ROPS – ISO 12117-2:2008
- TOPS – ISO 12117:1997
- Top Guard – ISO 10262:1998 (Level II)
- Color LCD Monitor
 - Fuel Level and Coolant Temperature Gauges
 - Maintenance and Machine Monitoring
 - Performance and Machine Adjustments
 - Numeric Security Code
 - Multiple Languages
 - Camera Ready
 - Hour Meter with Wake Up Switch
 - Jog Dial Control Interface

UNDERCARRIAGE

- Greased and Lubricated Track
- Hydraulic Track Adjusters
- Tie Down Eyes on Track Frame
- Dozer Blade
- Dozer Float
- Bolt-on, Reversible Wear Edge
- Steel Tracks (450 mm/17.7 in wide)

BOOM, STICK AND LINKAGES

- One Piece Boom (3400 mm/133.9 in)
- Standard Stick (1820 mm/71.7 in)
- Long Stick (2360 mm/92.9 in)
- Front Shovel Capable (Pin-On/ Manual Coupler/Hydraulic Coupler – not available in all regions)
- Thumb Ready (not available in all regions)
- Certified Lifting Eye (not available in all regions)

ELECTRICAL

- 12 Volt Electrical System
- 90 Ampere Alternator
- 850 CCA Maintenance Free Battery
- Circuit Breaker
- Ignition Key Stop Switch
- Signaling/Warning Horn
- Product Link™ Elite Lite (regulations apply)
- Travel Alarm

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

- Rain Visor
- Air Suspension Heated Seat

ELECTRICAL

- Rearview Camera
- Rotating Beacon

OTHER

- Attachments including Buckets, Augers and Hammers
- Wide Steel Tracks (600 mm/23.6 in)
- Wide Dozer Blade
- 2nd Auxiliary Hydraulic Lines
- Additional Counterweight
- Boom and Stick Hose Burst Check Valves

- Bucket Linkage with Lift Eye
- Track Guides
- Water Jacket Heater
- Refueling Pump
- Variable Angle Boom (please see 309 CR VAB brochure for VAB specs and additional information)
- Cab Guarding

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

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8166 (10-2018)
(North America, Europe, ANZP)



309 CR Mini Hydraulic Excavator

Lift Capacities – Minimum Configuration*†

Lift Point Height			3 m (9.8 ft)			4.5 m (14.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)				2332 (5,141)	2332 (5,141)	1971 (4,345)	2008 (4,427)	2008 (4,427)	1502 (3,311)	5.29 (17.4)
	Long Stick	kg (lb)							1521 (3,353)	1521 (3,353)	1261 (2,780)	5.89 (19.3)
3 m (9.8 ft)	Standard Stick	kg (lb)				2683 (5,915)	2683 (5,915)	1907 (4,204)	1472 (3,245)	1472 (3,245)	1197 (2,639)	6.04 (19.8)
	Long Stick	kg (lb)				2302 (5,075)	2302 (5,075)	1925 (4,244)	1281 (2,824)	1281 (2,824)	1037 (2,286)	6.56 (21.5)
1.5 m (4.9 ft)	Standard Stick	kg (lb)				2242 (4,943)	2242 (4,943)	1789 (3,944)	1359 (2,996)	1359 (2,996)	1101 (2,427)	6.27 (20.6)
	Long Stick	kg (lb)				2246 (4,952)	2246 (4,952)	1790 (3,946)	1190 (2,623)	1190 (2,623)	960 (2,116)	6.76 (22.2)
0 m (0 ft)	Standard Stick	kg (lb)	3739 (8,243)	3739 (8,243)	3087 (6,806)	2149 (4,738)	2149 (4,738)	1703 (3,754)	1405 (3,097)	1405 (3,097)	1133 (2,498)	6.04 (19.8)
	Long Stick	kg (lb)	3907 (8,613)	3907 (8,613)	3044 (6,711)	2122 (4,678)	2122 (4,678)	1675 (3,693)	1219 (2,687)	1218 (2,685)	978 (2,156)	6.56 (21.5)

*Minimum Weight includes steel tracks, no counterweight, operator, full fuel tank, standard stick, blade and no bucket.

Lift Capacities – Maximum Configuration**†

Lift Point Height			3 m (9.8 ft)			4.5 m (14.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)				2333 (5,143)	2333 (5,143)	2333 (5,143)	2004 (4,418)	2004 (4,418)	1660 (3,660)	5.32 (17.4)
	Long Stick	kg (lb)							1519 (3,349)	1519 (3,349)	1519 (3,349)	5.91 (19.4)
3 m (9.8 ft)	Standard Stick	kg (lb)				2695 (5,941)	2695 (5,941)	2113 (4,658)	1962 (4,325)	1640 (3,616)	1336 (2,945)	6.05 (19.8)
	Long Stick	kg (lb)				2314 (5,101)	2314 (5,101)	2314 (5,101)	1490 (3,285)	1490 (3,285)	1164 (2,566)	6.57 (21.5)
1.5 m (4.9 ft)	Standard Stick	kg (lb)				3324 (7,328)	2496 (5,503)	1995 (4,398)	2128 (4,691)	1523 (3,358)	1237 (2,727)	6.27 (20.6)
	Long Stick	kg (lb)				3036 (6,693)	2500 (5,512)	1995 (4,398)	1594 (3,514)	1339 (2,952)	1084 (2,390)	6.76 (22.2)
0 m (0 ft)	Standard Stick	kg (lb)	3784 (8,342)	3784 (8,342)	3784 (8,342)	3585 (7,904)	2404 (5,300)	1910 (4,211)	2342 (5,163)	1581 (3,486)	1279 (2,820)	6.03 (19.8)
	Long Stick	kg (lb)	3923 (8,649)	3923 (8,649)	3923 (8,649)	3505 (7,727)	2377 (5,240)	1881 (4,147)	1871 (4,125)	1376 (3,034)	1110 (2,447)	6.55 (21.5)

**Maximum Weight includes steel tracks with rubber pads, counterweight, operator, full fuel tank, long stick, blade and no bucket.

†The 309 CR lift capacity specifications are based on a machine configured with a Long (L) Undercarriage. For lift capacity specifications representing a 309 CR with a Standard Undercarriage, please refer to the 308 CR information.

Effective with sales to the first user on or after January 1, 2019

CATERPILLAR LIMITED WARRANTY

Designated Machines with 24 Months/2000 Hour Warranty

USA & Canada

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it in the USA or Canada to be free from defects in material and workmanship:

- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, and Skid Steer Loaders sold in USA or Canada.
- HPU300 for use with 300.9D VPS.
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools

These products are covered by other Caterpillar warranties. This warranty is subject to the following:

Warranty Period

For new machines and HPU300 sold in the USA or Canada the warranty period is 24-months/2000 hours, whichever comes first, starting from date of delivery to the first user.

Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."

- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

continued...

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629, telephone 1 (309) 675-1000, or go to URL www.cat.com. Find Your Dealer

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE, REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED, WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES. THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS. THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000. THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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CONTROL YOUR COSTS MINIMIZE YOUR RISKS

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

WHAT WE DO

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

WHAT YOU DO

- Operate equipment according to the Cat Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure

COVERED COMPONENTS

Engine & Accessories

Engine - Internal Components
Oil Cooler
Manifolds
Fan Motor
Water Pump
Fuel Injection Pumps
Injectors
Lift / Transfer Pump
Senders / Solenoids / Sensors
Thermostat
Flywheel & Torque Converter
Engine Oil Filter Mount
Turbocharger
AC Compressor / Condenser
Electronic Control Modules
Oil Hoses / Lines (non-hydrostatic)
Cylinder Block
Piston
Piston Rings
Piston & Connecting Rod
Crankshaft, Main Bearings & Rod Bearings

Camshaft & Camshaft Bearings
Timing / Accessory Gears
Timing Chain / Belt
Inlet / Exhaust Valve
Valve Cover & Base
Valve Spring & Guide
Rocker Arm
Rocker Shaft Assembly
Push Rod
Balancer
Fuel Pump / Governor Drive
Oil Pump
Oil Pan Group
Fan & Fan Drive

Transmission

Transmissions
Hydraulic Controls
Transmission Oil Filter Base
Transmission Gears
Final Drives/Planetary
Drive Shafts
Transfer Case

Hydrostatic Pumps &
Drive Motors
Linkage / Lines Connected to
Hystat Pump
Drive (pilot / eh) Control Valves
Bevel and Transfer Case

Drive Line/Drive Axle

Axles
Axle Seals
Final Drive & Wheel
Final Drive Case / Bore
Final Drive Chain
Final Drive Gears
Axle Shaft
Drive Axle Oil Pump

Steering

Steering Clutch
Steering Clutch & Brake Control Valve

Hydraulic Systems

Hydraulic Oil Coolers

EXCLUSIONS

If a component is not listed, it may not be included in the plan. Other exclusions include:

- > Improper or abusive use of the machine
- > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- > Failures caused by normal wear-out
- > Freight charges for parts shipments
- > Travel time and mileage involved in getting to a job site
- > Hauling costs and / or retrieval costs
- > Overtime labor costs
- > Repair costs resulting from the failure of any non-covered components
- > Downtime loss
- > Equipment rental charges
- > Any incidental / consequential damages or costs incurred as a result of a covered component failure.
- > Modifications unless approved by Caterpillar

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



Employment Eligibility Verification

Version:
Terence M. Cotton

User ID:
TMOF6402

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

Click any  for help

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[My Cases](#)

[New Case](#)

[View Cases](#)

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Company Information

Company Name: Thompson Tractor Co., Inc.

[View / Edit](#)

Company ID Number: 47130

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: 2401 Pinson Highway

Address 2:

City: Birmingham

State: AL

Zip Code: 35217

County: JEFFERSON

Mailing Address:

Address 1: P O. Box 10367

Address 2:

City: Birmingham

State: AL

Zip Code: 35202-0367

Additional Information:

Employer Identification Number: 630377478

Total Number of Employees: 1,000 to 2,499

Parent Organization:

Administrator:

Organization Designation:

Employer Category:

NAICS Code: 423 - MERCHANT WHOLESALERS, DURABLE GOODS

[View / Edit](#)

Total Hiring Sites: 40

[View / Edit](#)

Total Points of Contact: 3

[View / Edit](#)

[View / Edit](#)

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Thompson Tractor Co., Inc. DBA Thompson Power Systems, Thompson Lift Truck Co.,	
Business name, if different from above and The Cat Rent Store	
Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☒ Exempt payee ☐ Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) P O Box 10367 2401 Pinson Hwy. Tarrant, AL 35217	
City, state, and ZIP code Birmingham, AL 35202-0367	
List account number(s) here (optional) Lockbox Remit To: P O Box 934065, Atlanta, GA 31193-4005	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number : : :
or
Employer identification number 63 : 0377478

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Linda K. Dunbar, Controller* Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Company ID Number: 47130

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

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

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

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 47130

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

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

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

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

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

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

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

Employer Thompson Tractor Co., Inc.

Frank M Wright

Name (Please type or print)

Title

Electronically Signed

07/11/2007

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 47130

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Thompson Tractor Co., Inc.

Company Facility Address: 2401 Pinson Highway
Birmingham, AL 35217

Company Alternate Address: P.O. Box 10367
Birmingham, AL 35202-0367

County or Parish: JEFFERSON

Employer Identification Number: 630377478

North American Industry
Classification Systems Code: 423

Parent Company: _____

Number of Employees: 1,000 to
2,499 Number of Sites Verified for: 5

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

- GEORGIA 5 site(s)

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

Name: Kimberly A Stark
Telephone Number: (205) 849 - 4279 Fax Number: (205) 849 - 4565
E-mail Address: kimberlystark@thompsontractor.com

Name: Frank M Wright
Telephone Number: (205) 849 - 4267 Fax Number: (205) 849 - 4854
E-mail Address: frankwright@thompsontractor.com

Company ID Number: 47130

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

07/11/2007

Signature

Date