

BID SUBMITTAL FORM
Alabama County Joint Bidding Program
Heavy Equipment – BID ITEM: RIDE ON INDUSTRIAL BOOM MOWER
OPTION D

Company Name: TriGreen Equipment, LLC.

Address: 1776 TiGreen Drive

Athens, AL 35611

Bid Submitted by: Brian Lindsey
 (Name of company representative)

Title: Government Sales Manager E-mail address: brianlindsey@trigreen.com

Phone: 256-335-7419 Fax: NA

| By submitting this bid, we agree: | Initials |
|--|--------------------------|
| The equipment model number identified below meets the bid specs for this bid item. | <u>BL</u> |
| That the bid price will be honored for all counties for the period from Jan. 1, 2024 to Dec. 31, 2024 . <i>2025 BK</i> | <u>BL</u> <i>2025 BK</i> |
| The equipment will be delivered at the bid price to all counties participating in the joint bid program. | <u>BL</u> |
| The company acknowledges the freight preparation and delivery price is to be included in the total bid price for the standard machine. | <u>BL</u> |
| The company representative listed above will be the contact person for purchasing this bid item under the joint bid program. | <u>BL</u> |
| The bid is accompanied by a current catalog or model specification document for the model number identified below. | <u>BL</u> |
| The bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications. | <u>BL</u> |
| The bid includes the e-verify documentation required by Alabama law. | <u>BL</u> |
| If awarded the bid, a performance bond will be provided upon request. | <u>BL</u> |
| The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) for the Standard Machine. | <u>BL</u> |

21-24 Foot Telescopic Boom Model

Total Bid Price for Standard Machine: \$ 268,154.45
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *

Freight Preparation and Delivery: \$ 4500.00
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 277,531.00

Equipment Model #: MTS155BF

Description: : Mantis 155hp Boom Mower with Fixed Cab, and 50" Swivel Rotary Head

27-30 Foot Telescopic Boom Model

Total Bid Price for Standard Machine: \$ 277,300.10
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *

Freight Preparation and Delivery: \$ 4500.00
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 287,158.00

Equipment Model #: MTS155BF

Description: : Mantis 155hp Boom Mower with Fixed Cab, and 50" Swivel Rotary Head

21 Foot Hydraulic Wide Area Flail Mower Model

Total Bid Price for Standard Machine: \$ 380,156.75
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *

Freight Preparation and Delivery: \$ 4500.00
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 395,665.00

Equipment Model #: MTS201PF

Description: Mantis 201hp Boom Mower with Fixed Cab, and Wide Area Flail Mowers

21 Foot Hydraulic Wide Area Rotary Mower Model

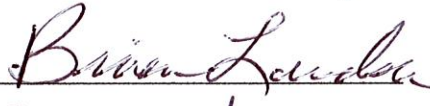

Total Bid Price for Standard Machine: \$ 380,156.75
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs) *

Freight Preparation and Delivery: \$ 4500.00
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 395,665.00

Equipment Model #: MTS201PF

Description: Mantis 201hp Boom Mower with Fixed Cab, and Wide Area Rotary Mowers

Signature of company representative submitting bid: 
Title: 

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

BID SUBMITTAL FORM: OPTION COST SHEET

By submitting this bid, we agree:

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

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

Equipment Model #: Mantis Multi-use Mowing Machine

Description: Mantis Multi-use Mowing Machine with Attachments

Signature of company representative submitting bid: 

Title: Government Sales Manager

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

BID ITEM: RIDE-ON INDUSTRIAL BOOM MOWER
OPTION D

GENERAL

These specifications shall be construed as the minimum acceptable standards for a ride-on industrial boom mower with universal attachment plate mowing arm. 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 machine 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 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 X No ___
Page# _____
or
Attachment X

**BID ITEM: RIDE-ON INDUSTRIAL BOOM MOWER
WITH UNIVERSAL ATTACHMENT PLATE OPTION A**

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED. THIS UNIT IS NOT INTENDED TO BE A MODIFIED AGRICULTURAL TRACTOR.

ENGINE

The Engine shall meet the following requirements:

Minimum 155 HP Deutz Tier IV, with heavy duty radiator with high flow fan and canister style air cleaner with pre-cleaner. Electric start with engine pre-heat, and minimum 55-gallon fuel tank and full engine gauge package to include tachometer, water temperature, oil pressure, volt meter, fuel gauge and hour meter.

Yes No
Page # 1-2,5 of _____
Attachment _____

POWER TRAIN:

Minimum power train requirements shall consist of permanent 4 Wheel Drive, four-wheel steer and three steering modes. Heavy Duty Conner axles or equivalent.

Hydrostatic drive with two-speed heavy duty drive motor. Hydrostatic, variable displacement piston transmission pumps in closed loop system. Standard electric over hydraulic parking brake with standard service brake.

Joystick or pedal control transmission for speed and directional control, with 0.5-8 mph work mode and a travel mode of 0- 25 MPH.

Yes No
Page # 2-3

BOOM: Equal to or Exceeds Mantis

2 section steel construction. 24Ft., 30 Ft. Boom lengths includes counter weight with integrated steps & 175-degree rotation with HELAC actuator. Main Boom is to be 9"x7"x1/2" A-36 steel plate wall structural tubing conforming to ASTM A-500 Gr. B (58,000 psi minimum tensile).

Yes No
Page # 6

MOWER ATTACHMENTS: Equal to or Exceeds Mantis

No Boom attachment is considered standard. All attachments shall be optional

Yes No
Page # 6

WHEELS:

Shall be equipped with, Four (4) Heavy Duty, Industrial flotation tires with either 22 Ply 550/45-22.5 flotation tires with Chevron Pattern or 460/70R24 with Multiuse tread

Yes No
Page # 4-5

CAB, COMFORT, CONVENIENCE & SAFETY:

Custom designed cab will be mounted in front of the engine and hydraulics for optimum operator visibility. Cab must be certified for both ROPS – ISO 3471 and FOPS – ISO 3449.

Low profile Grammer or equivalent full suspension seat with lumbar support and integrated operator-presence safety switch, ROPS enclosed cab with Red Dot A/C, heat and AM/FM Stereo with 12-inch Touch Screen with Blue Tooth, **back up Camera is to be considered standard for the purpose of this bid.**

Minimum of One (1) LED Safety Strobe bar on top of the Cab and 12 mini strobe lights mounted on all 4 sides.

1- 35-inch LED Directional Control Bar. DOT reflector tape, clear view steering column with adjustable tilt steering, back up alarm.

Seat belt with safety switch. 6 section Valve Bank with Electro-Hydraulic Joystick Controls. 12V Air-ride Grammer cloth seat with lumbar, tilt, arm rest and 2 safety switches. ½ inch thick Lexan with no vertical supports on Right side window.

Yes No
Page # 3-4

CONDITIONS:

Boom Mower shall be equipped with all standard equipment specified by the manufacturer, and shall comply with EPA emission standards and all motor vehicle standards established by the U.S. Department of Transportation regarding the manufacture of motor vehicles. **This unit shall have a minimum of one-year manufactured warranty.**

Yes No
Page # Attached

The successful bidder shall be responsible for delivering the unit properly serviced, clean and in first class operating condition. Pre-delivery service at a minimum shall include the following:

Complete lubrication, check all fluid levels, adjustment of engine to proper operating condition, inflate tires to proper operating pressure, check proper operation of all accessories.



Limited Warranty

Alamo Group Texas LLC d/b/a Mantis ("Mantis") will repair or replace, at its sole option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at Mantis' sole option, any part proven defective in material or workmanship under normal use; provided that the product has been properly registered with Mantis within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to the original end-user [the "Owner"], for either purchase, rental, or lease.

THIS WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASER OR LESSEE FROM MANTIS AND IS NON-TRANSFERABLE.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator and Safety Manual. The Owner is also responsible for:

- Keeping the Operator and Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator and Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Mantis.
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory-initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been professionally trained in the safe and proper use of the product.

This Limited Warranty is also subject to those limitations and exclusions as listed in the Mantis Warranty Guide, which includes timelines and requirements for making claims under this Limited Warranty.

STANDARD WARRANTY

Mantis products carry the following warranties from the unit's in-service date for 2023 model-year (and beyond) machines:

- Standard Machine – all models 2 Years or 2000 hrs., whichever occurs first.

Warranty repairs do not constitute an extension of the original limited warranty for the product or any part thereof.

What is Not Covered:

- Parts associated with unit maintenance are not warranted beyond one year of the product's in-service date.
- Items subject to service, maintenance, or normal wear and tear, including but not limited to O-rings, seals, paint, tires, belts or filters.
- Items subject to noise, vibration, or deterioration.
- Damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Mantis or the failure to release the product for warranty work.
- Tires, engines, transmission, and batteries are warranted by the applicable manufacturer.



- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution, or previous repair.
- External surface rust left unrepaired due to neglect of the product.

MISCELLANEOUS

- Proper venue for any lawsuits arising from or related to this Limited Warranty shall only be in Guadalupe County, Texas and governing law shall be the laws of the State of Texas.
- Mantis may waive compliance with any of the terms of this Limited Warranty, but no waiver of any terms shall be deemed to be a waiver of that term in the future or of any other term.
- If any provision of this Limited Warranty violates any applicable law and is held to be unenforceable, then the invalidity of such provision shall not invalidate any other provisions herein.

EXCEPT AS PROVIDED HEREIN, TO THE EXTENT ALLOWED BY LAW, MANTIS MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WITH RESPECT TO PRODUCTS OR PARTS FURNISHED BY MANTIS. EXCEPT AS PROVIDED HEREIN, MANTIS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO OWNER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE PRODUCTS OR ANY BREACH OF THIS WARRANTY. MANTIS' MAXIMUM LIABILITY UNDER THIS WARRANTY SHALL BE THE PURCHASE PRICE PAID TO MANTIS WITH RESPECT TO THE WARRANTED PRODUCT. No employee or representative of Mantis is authorized to modify this Limited Warranty unless such modification is made in writing and signed by Mantis' authorized officer.

1502 East Walnut St
Seguin, Texas 78155

Toll Free: 800.882.5762
www.mantisprimemover.com





The Mantis is an optimized prime mover that can operate interchangeable attachments for boom mowing, wide area mowing and various other jobs.



Technical Data

- Optional Rotating Cab
- 25 MPH Transport Speed
- 0 - 8 MPH Working Speed
- Hydrostatic Transmission

Engine Technical Data

- Deutz 5.2 L Engine
- 55 GAL Fuel Tank Capacity
- 5 GAL DEF Tank Capacity
- 155 HP / 201 HP Options

Machine Features

- 102" Transport Width
- Full Visibility Cab
72 SQ FT of Glass
- Multiple Attachment Options



Attachment Options

- 24' Telescoping Boom
- 30' Telescoping Boom

Head Options

- 50" Severe Duty Rotary, Blade Bar
- 50" Severe Duty Rotary, Blade Pan
- 60" Severe Duty Rotary, Blade Bar
 - 60" Heavy Duty Grass Flail
 - 48" Brush Cutting Flail
 - 50" Mulching Head
 - 22" Ditch Renovator
 - 69" Saw Head
 - 90" Saw Head

Model Configurations:

155B | 155F

201B | 201F | 201P

B model types are boom ready

F model types are boom and front attachment ready

P model types are boom, front attachment, wide area mower and PTO ready

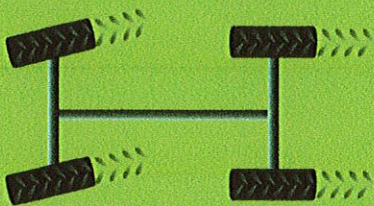


Steering / Wheel Options

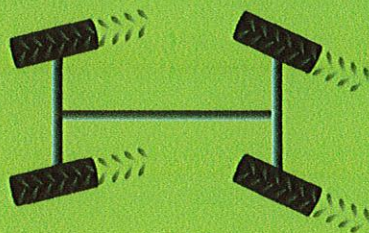
Two and Four-wheel automatic-synchronizing steering with crab steer option. Two speed gearing provides 100% torque increase between gears for rough terrain.

100% locking front and rear differentials.

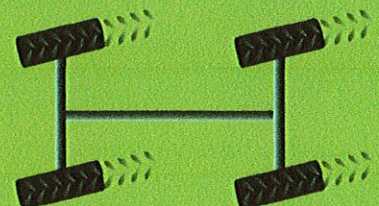
Solid steerable axles, pivoting rear axle and fixed front axle.



2 Wheel Steering
20.5' Turning Radius



All Wheel Steering
11.5' Turning Radius



Crab Steering

Mantis Walk Around Guide & Model Specification Guide

Made In America

The Mantis is a municipal and airport oriented prime mover that is manufactured to carry multiple tools designed for right of way mowing and roadway maintenance. These jobs include but are not limited to boom mowing, wide area mowing, sweeping, snow removal, mulching and land clearing. Attachments are available thru the Mantis dealer network as well as many other implement manufacturers. The Mantis's high horse power rating, optional high flow hydraulics, capability to change between attachments, and its ability to carry up to 12,000 lbs. of tools or attachments make it the perfect municipal or airport solution.

The Mantis is distributed by a North American network of dealers. Dealers are certified to do all warranty, maintenance, and repair work on the complete machine. Dealers are supported by the Mantis factory Tech Service Team. The Telematic feature of the Mantis will help the remote Tech service experts have access when needed to assist dealers with diagnostics and repairs as required.

Our walk around will start at the engine and work our way around the machine.

Engine

- The Mantis is powered by a Deutz Diesel engine. The displacement of the engine is 5.2 Liters and it is Stage 5 emission certified and Turbo Charged.
- The engine is available in two factory set horsepower's. 155 horse power, and 201 horse power.
- The emission regeneration operation is automatic. The engine will regen while you are operating the Mantis with no interruption.
- A reversing cooling fan is standard equipment and will keep chaff from building up on the cowling or in the cooling system. This fan is timer, temperature, and operator activated.
- Operating speed is 2000 engine rpms.
- The engine hood is custom designed for the engine package to generate optimal cooling.
- The engine hood is electrically opened and closed and has lockable service access panels.
- The rear section of the hood can be independently opened to clean the coolers and radiators.
- A battery stud is located outside of the engine compartment.
- A battery disconnect system is standard.

Speed In increaser

- All of the hydraulic pump systems are coupled to the engine via a speed increaser.
- The speed increaser, increases the input speed of 2000 engine RPMs to 3000 Pump Drive RPMs.

Hydraulic Systems

- The Mantis has 4 separate hydraulic systems. 3 Systems are standard and 1 is optional. These systems share a common reservoir but have independent filtration capabilities.
 - Propulsion System.
 - The hydraulic propulsion system powers the drive line for the Mantis. This is a dedicated system.
 - Implement System.
 - The Implement system powers the chosen implement. For example, a rotary mower head on the end of the boom mower.
 - Standard connections are on the front side of the engine cover.
 - Control System.
 - The control system powers control functions. For example, the boom mower valve, and boom mower hydraulic cylinder functions.
 - Standard connections are on the front side of the engine cover.
 - High Flow Auxiliary System (optional) F Models and P Models.
 - This optional system is capable of supplying 55 gallons a minute of flow at 5000 psi.
 - The connection points are in the front of the Mantis.
 - A primary use for this circuit will be to power front mounted attachments such as mulching heads or snow blowers.
 - A diverter valve can be added to the system allowing flow to multiple implements. For example, a wide area triple deck flail mower or a wide area triple deck rotary mower. P Model.
 - The high flow system will perform to peak expectation with 155hp and 201hp engine options. The 201 hp engine option is required when diverter option is chosen for wide area mowers. P Model.
 - The hydraulic system is capable of maintaining a maximum temperature of 185 degrees in 120-degree ambient temperature.

Drive System

- The Mantis hydrostatic drive system is full time 4-wheel drive with limited slip front and rear differentials. The differentials can be electronically locked in order to achieve 100% 4-wheel drive. The locking system is on a timer so the operator can not forget to disengage the diff locks.
- The drive speeds are infinitely variable from .5 MPH to 25 MPH.
- Working speed range is from .5 to 8 MPH.
- Maximum transport speed is 25 MPH.
- The engine drives a propulsion hydraulic pump that drives a propulsion hydraulic motor.
- The propulsion hydraulic motor is coupled to a 2-speed gear box that drives the front axle. This gear box is a component of the “3 speed transmission”.
- The 2-speed gear box has two gear ratios. The first gear ratio is high gear and it is 1.1 to 1. This speed is chosen for “Travel” and “Work” modes. The second gear ratio is 3.5 to 1.

This speed is chosen for “Elephant” mode. Elephant mode can be compared to creeper gear and is used when maximum drive power is needed. Elephant Mode increases the drive torque by 94%.

- The front axle is connected to the rear axle via a drive shaft.
- The front axle is fixed to the frame and does not oscillate.
- The rear axle is capable of 7 degrees oscillation. Oscillation can be controlled with the standard manual axle stabilizer by the operator, or by the optional automatic axle stabilizer that comes with 30’ boom mower attachments.

Steering Modes

- The Mantis has 3 steering modes that can be used for various applications.
 - 2 Wheel Steer Mode (traditional steering). In this mode only the front wheels turn. The rear wheels will automatically center and will not turn when you are operating in 2-wheel steer mode. Two-wheel steer can be manually selected in Work and Elephant drive modes or it is automatically selected when in Transport drive mode.
 - 4 Wheel Steer Mode. In 4-wheel steer mode the front and rear wheels will steer opposite of each other. This mode will give you a very tight turning radius of 11.5 feet. This mode makes the Mantis very maneuverable in tight spaces and small areas.
 - Crab Steer Mode. In Crab Steer mode the front and rear wheels turn in the same direction. Crab steer is a good choice when you are trying to move closer to or away from your mowing area in a parallel direction. For example, getting closer to or farther away from a guardrail or tree line.
 - As stated above when the Mantis is set to 2-wheel steer the rear axle auto aligns to the centered position. In addition to auto centering, it will also auto align with the front wheels when set to 4- wheel and crab steering modes.

Cab

- The Mantis cab is front mounted, modern, roomy, and has excellent all-around visibility.
- Features include the following.
 - Lexan side windows
 - Training seat
 - The operator seat has arm rests, swivels, and is equipped with air ride.
 - Two-way tilt and telescopic steering wheel.
 - ROPS protection.
 - Integrated heat and air-conditioned that is pressurized and filtered.
 - Included are convenience outlets and storage compartments.
- Optional Cab Features
 - 180-degree cab rotation.
 - The front windshield is a Lexan safety glass that is standard with this option.

In Cab Display and Controls

- Ergonomic design for operator comfort and ease of use.

- A 12-inch touch screen panel is used for control, monitoring, and information.
- The joystick speeds are adjustable via the monitor control.
- A left-hand power reverser lever is located on steering column.
- A foot (inch) pedal is used for speed control and braking.
- Speed is controlled with a hand operated dial.

Front of Tractor

- An optional Zuidberg 4500 lb. capacity 3-point hitch is available.
- Included with front hitch option are 2 SCV circuits. (scv's use control hyd. sys).
- The optional PTO is hydraulically driven, 1000 RPM, and 100 horse power rated.
- An optional skid steer style hitch is available.
- The trailer plug electrical connection is standard.

Serviceability

- Telematics are standard and will allow for remote diagnostic capabilities.
- All hydraulic circuit pressures are monitored and can be viewed on the display.
- The electrical system for control functions can be monitored and be viewed on the display.
- A vacuum port is installed on the hydraulic tank so the system can be serviced without the need to drain it first.
- Dealers will be Deutz certified warranty and repair centers.
- A removable panel allows for easy access to all of the hydraulic pumps.

Safety Features

- In transport mode the following happens.
 - Rotating cab returns to forward position.
 - Boom functions are locked out.
 - Steering mode switches to two wheel and rear axle auto aligns.
 - PTO disengages
- The main seat has an operator's presence switch that will shut the Mantis off if the operator leaves the seat.
- The braking system is automatically applied if the Mantis loses engine or hydraulic power. The brakes are spring applied and hydraulically released.
- The Mantis and Mantis attachments meet ISO safety standards and DOT regulations.
- The cab protective structure meets ISO 8082 Roll Over Protection Standards.
- A Back up alarm is standard.
- A rear-view camera is integrated into the 12-inch display and is standard.

Tire Options

- Mitas
- BTK

- Custom tire options will be available at special request.

Rear of Tractor Options

- PTO
- 6000 lb. draw bar
- 3 Point Hitch

Purpose Built Chassis

- Max Permissible Load / GVWR 27,000 lbs.
- Shipping Weight is approximately 15,000 lbs. with no attachments.
- The Mantis has the ability to carry approximately 12,000 lbs. This is significantly greater than even the largest frame Ag tractors available. With a boom mower installed a Mantis has approximately 4,000 lbs. of spare carrying capacity.
- A large boom mower attachment is approximately 8,000 lbs. including counterweights.
- The frame system for the Mantis is specifically designed to support the side loads generated by large boom arm mowers.

Dimensions

- Max width is 102". Legal road width.
- 126" tall. Mantis only.
- 10 inches of ground clearance for off road use and getting over obstacles.

Fuel System

- Diesel
- Capacity is 55 gallons.
- Fuel burn is [redacted] gallons per hour at 2000RPM.
- DEF tank capacity is [redacted] and it is conveniently located behind the cab.

Under Carriage

- The under carriage has removable skid plates.

Changing the Attachments

- Mid mounted attachments are easily removable so you can switch from one job to another. Generally, this is a seasonal change. For example, from summer mowing applications to Winter snow removal applications.
- Most changes can be made with standard tools and a fork lift.
- The boom Mower / valve is part of the boom frame and is removed with attachment. There are 3 hydraulic quick disconnects and one electrical plug.
- Three point or skid steer attachments will just un pin or detach.
- Hydraulic functions utilize high flow quick disconnect couplers.

Available Attachments

- Boom Mowers

- Telescopic Boom max reach 24.
- Telescopic boom max reach 30.
- Standard boom 30, 28, 25.
- Swivel rotary and swivel flail heads.
- Mulching heads.
- Saw blades
- Ditchers
- Guard Rail mower (coming soon)
- Wide area mowers
 - Triple Flail
 - Triple Rotary
 - Twin Flail
 - Twin Rotary
 - Front Flail
- Drum Mulcher
 - Hydraulic drive, front mounted, three-point hitch, drum mulcher
- Sweeper Broom
 - Hydraulic drive, front mounted, three-point hitch, broom.
- Snow Blower
 - Hydraulic drive, front mounted, three-point hitch, blower.
- Plow
 - Front mounted, three-point hitch plow.

Please note all of the Mantis attachments are not currently available. Some attachments are currently in the development stage.

Company ID Number: 495351

**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 **TriGreen Equipment, LLC** (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: 495351

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

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

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

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

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ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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

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

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

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

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

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

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

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

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

| | |
|--|---------------------------|
| Employer TriGreen Equipment, LLC | |
| Sherri Gray Name (Please Type or Print) | Title |
| Electronically Signed Signature | 01/26/2012 Date |
| Department of Homeland Security – Verification Division | |
| USCIS Verification Division | |
| Name (Please Type or Print) | Title |
| Electronically Signed Signature | 01/26/2012 Date |
| Information Required for the E-Verify Program | |
| Information relating to your Company: | |
| Company Name: | TriGreen Equipment, LLC |
| Company Facility Address: | 1776 TriGreen Drive |
| | Athens, AL 35611 |
| Company Alternate Address: | |
| County or Parish: | LIMESTONE |
| Employer Identification Number: | 205462252 |

Company ID Number: 495351

| | |
|---|-------------------|
| North American Industry Classification Systems Code: | 423 |
| Administrator: | |
| Number of Employees: | 100 to 499 |
| Number of Sites Verified for: | 9 |
| 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 9 site(s) | |

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

| | | |
|-------------------|---|-------------|
| Name: | Sherri Gray | Fax Number: |
| Telephone Number: | (931) 433 - 9619 | |
| E-mail Address: | sherrigray@trigreenequipment.com | |