

Compare Responses

Event #: 7031

Event Name: Heavy Duty Cutter Head for
Excavator JCBJS220

Number Of Lines: 1

Status: Pending Award

| | | |
|---|---|---|
| Performance Evaluation Score | Yancey Bros. Co. Alan Arnsdorff | Technology International, Inc. Michael Rosenberg |
| Supplier Total Bid Amount | (Award All valid only when output is same for all lines) 53,215.00 | (Award All valid only when output is same for all lines) 46,850.00 |
| Total Event Score | | |
| Line 1: Open: HEAVY DUTY CUTTER HEAD FOR EXCAV Output: No Output | | |
| Award Quantity 0.0000 | 0.0000 | 0.0000 |
| Line Quantity 1.0000 EA | 1.0000 | 1.0000 |
| Unit Price | 53,215.00000 | 46,850.00000 |
| Extended Price | 53,215.00 | 46,850.00 |
| Total Line Score | | |
| Delivery Date | | |
| UOM Detail | | unit |
| Vendor Item | | MB-R800 DRUM CUTTERS |
| Vendor Item Description | | excavation head |

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BID PROPOSAL FORM

(SUBMIT AS THE COVER SHEET)

City of Savannah Purchasing Department
301 W. Oglethorpe Avenue
2nd floor
Savannah, Georgia 31401
ATTN: Purchasing Director

EVENT NUMBER: 7031

Business Location: (Check One)

☐ Chatham County
☒ City of Savannah
☐ Other

ALL BIDDERS MUST BE REGISTERED VENDORS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.

MANUALLY SUBMITTED BIDS MUST BE SUBMITTED ON THIS BID PROPOSAL FORM IN ORDER TO BE CONSIDERED.

Name of Bidder: Yancy Bros. Co. - Landon Moore

Street Address: 1465 U.S. Hwy. 80 E.

City, State, Zip Code: Savannah, GA, 31322

Phone: 912-525-1212 Fax: 964-1636

Email: landon-moore@yancybros.com

DO YOU HAVE A BUSINESS TAX CERTIFICATE ISSUED IN THE STATE OF GEORGIA? (CHECK ONE) YES: ☒ NO: ☐

FROM WHAT CITY/COUNTY Cobb
TAX CERTIFICATE #: _____ FED TAX ID #: 58-0515740

INDICATE LEGAL FORM OF OWNERSHIP OF BIDDER (STATISTICAL PURPOSES ONLY):

CHECK ONE: ☒ CORPORATION ☐ PARTNERSHIP
☐ INDIVIDUAL ☐ OTHER (SPECIFY: _____)

Do you plan to subcontract any portion of this project? Yes _____ No ☒

If yes, please complete the attached schedule of DBE participation. Also complete the schedule if you will be using any DBE suppliers.

ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.



Signature

*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY THE CITY OF SAVANNAH FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF BID SPECIFICATIONS.

| ITEM NO | DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | TOTAL |
|---------|---|--------------------|------------|--------|
| 1 | One - New, Current Model, Heavy-Duty Cutter Head for JCBJS220 Excavator | 1 each | 53,215 | 53,215 |

TOTAL BID \$ 53,215

PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS

(Minimum of 10 working days must be allowed for discount to be considered in bid award)

☐ Less ☐ % ☐ Days Prompt Payment Discount (if offered)

()

☒ Net - 30 Days (no discount offered)

- 0 -

TOTAL NET BID

\$ 53,215

=====

TIME REQUIRED FOR DELIVERY AFTER RECEIPT OF ORDER: 21 DAYS

I certify this bid complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

Landon Moore

Please Print Name



Authorization Signature

4/9/14

Date

SECTION 01310
DISADVANTAGED BUSINESS EMPLOYMENT PROVISIONS

The City of Savannah actively encourages employment and participation of small and disadvantaged businesses in all City contracts. Attention of the bidders is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, subcontracts, and opportunities for project area residents.

It is the policy of the City of Savannah that disadvantaged business enterprises (DBEs) be given fair opportunity to participate in the performance of services for the City, and that prime contractors utilize DBE subcontractors and suppliers to the fullest extent possible consistent with the efficient performance of the contract. The City of Savannah has not established a DBE goal for this project, however DBE participation is always encouraged.

In order to determine compliance, bidders shall **submit the following completed documents in a separate sealed envelope** clearly marked with the bid number, project name and number and **marked (Section 1310 Disadvantaged Business Employment Provisions)** with their bid:

1. Non-discrimination statement (Sec. 01310-3) and;
2. Proposed schedule of disadvantaged business enterprise participation (Sec. 01310-4) and;
3. Documentation of Good Faith Efforts [**Submit only if the goals are not met.**]

Failure to submit the required documents shall result in the bid not being read or considered.

Suggestions to help meet the goal:

- ✓ Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of DBEs.
- ✓ Advertising in general circulation media, trade association publications, or disadvantaged business enterprise media to solicit bids from DBE subcontractors or suppliers. **[Advertisement should appear at least 10 days prior to bid due date, unless the City's solicitation period is shortened.]**
- ✓ Designating portions of the work for DBE subcontracting in trades with established availability of DBE subcontractors.
- ✓ Providing a minimum of 10 days notice prior to the Bid due date to DBEs when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

Any attempt to submit false information, will result in a recommendation that the bidder be debarred from participating in future City contracts.

The contractor is required to fulfill any DBE utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. **Written approval is required prior to**

any substitution.

The contractor will maintain records and information necessary to document compliance with Good Faith Effort requirements, and the City shall have the right to inspect such records.

Any DBE listed in the completed form entitled "Proposed Schedule of DBE Participation" (Section 01310-4) must be certified by an approved agency such as USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of DBE certification such as a certificate or letter from the certifying agency is required to accompany the bid. A firm that has submitted an application for DBE certification or an application for DBE certification under review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City's evaluation process.

No bidder shall enter into an agreement with any DBE that would in any way limit the DBE's opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the bidder non-responsive to this bid solicitation.

The following resources are available to aid bidders in complying with this section:

The State of Georgia Department of Transportation maintains a website listing of Disadvantaged Business Enterprises located at www.dot.ga.gov/PS/Business/DBE

Chatham County Purchasing Department maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 652-7860.

GA Tech Procurement Assistance Center maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 963-2524.

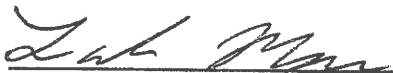
Savannah/Hilton Head International Airport Commission maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 964-0514 or visit the website at www.savannahairport.com

Small Business Assistance Corporation maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 232-4700 or visit the website at www.sbacsav.com.

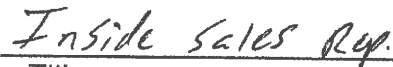
NON-DISCRIMINATION STATEMENT

The prime contractor / bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, women, and individuals belonging to other socially and economically disadvantaged groups;
- (3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.



Signature



Title

CONTRACTOR AFFIDAVIT AND AGREEMENT
Employment Eligibility Verification

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Savannah has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Savannah, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Savannah at the time the subcontractor(s) is retained to perform such service.

686717 07/02/2013
EEV / Basic Pilot Program* User Identification Number

BY: Yancey Bros. CO.
Contractor Name
[Signature]
Signature of Authorized Officer or Agent
Inside Sales Rep.
Title of Authorized Officer or Agent of Contractor

4/9/19
Date
Landon Moore
Printed Name of Authorized Officer or Agent

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Instructions for Completing Contractor Affidavit and Agreement Form

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled “Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” to the Rules and Regulations of the State of Georgia. (See website: http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf.) The new rules designate the “Employment Eligibility Verification (EEV) Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. Bidders shall comply with this new rule and submit with your bid the attached “Contractor Affidavit and Agreement.”

Affidavit Verifying Status for City of Savannah Benefit Application

By executing this affidavit under oath, as an applicant for a City of Savannah, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for Landon Moore - Yancy Bros. Co. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) LM I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

LM

4/9/19

Printed Name:

Landon Moore

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
4 DAY OF April, 2019

*

Alien Registration number for non-citizens.

Notary Public

My Commission Expires:

***Instruction for Completing Systematic Alien Verification
for Entitlement (SAVE) Form***

O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the City are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.



**HEAVY DUTY CUTTER HEAD FOR JCBJS220 EXCAVATOR
FOR THE SAVANNAH AIRPORT COMMISSION**

EVENT NO. 7031

SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe the minimum requirements for one, new, current model, Heavy Duty Cutter Head for JCBJS220 Excavator to be used by the Savannah Airport Commission.

To submit pricing electronically for this event, enter pricing for each line item shown under the lines tab on the event summary. To enter pricing manually, complete the attached bid proposal form. Manually submitted bids must be submitted on the bid proposal forms contained in these specifications in order to be considered.

- 4.1 **One – New, Current Model, Heavy Duty Cutter Head for JCBJS220 Excavator.** Cutter head design shall attach seamlessly to JCBJS220 Excavator and shall not exceed JCBJS220 Excavator design capability. Material brand identified is used merely as a specification and not as a statement of a preference for the specific product identified. Unless otherwise stated, items equal to the identified brand name will be acceptable, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Must meet these MINIMUM requirements.

4.1.1 General Specifications

- Minimum Cutting width 64"
- Maximum Overall Width 78"
- Approximate Height 66"
- Weight shall not maximize JCBJS220 Excavator design capability.
- Number of Teeth; Minimum 22 Heavy Duty yet easily replaceable
- Hydraulic flow design for JCBJS220
- All hoses and valves with maximum design pressure for Cutter Head and JCBJS220 Excavator
- Quick attach mounting bracket for JCBJS220 Excavator
- Standard Factory Warranty
- Onsite Operator and Maintenance Training

5.0 **General Conditions**

- 5.1 The bid response shall include all documents required in the bidder's checklist.

All referenced documents must be completed and returned in their entirety to constitute a complete bid.

- 5.2 Original invoices should be sent to:

Savannah Airport Commission
Accounts Payable
400 Airways Avenue
Savannah, Georgia 31408

- 5.3 The vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation. All addenda issued for this event must be acknowledged in order for a bid to be considered.
- 5.4 To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at www.savannahga.gov.
- 5.5 This contract will be awarded to the vendor offering the lowest net price to the City, and meeting or exceeding all specifications herein.

EXCEPTION SHEET

Event #7031

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Cutting width: 48"

Weight: 1,800lbs compatible with 18-20 ton excavator.

* Bid does not include installation or additional hardware needed for mulching head installation.

4/9/19
Date

Lyle R. Rouse
Signature
Yancey Bros. CO.
Company
Inside Sales Rep.
Title



Landon Moore
Yancey Bros. Caterpillar
Office: 912-525-1212
Cell: 478-397-7715
landon_moore@yanceybros.com

April 8, 2019

SAVANNAH AIRPORT COMMISSION

640 GULFSTREAM RD
SAVANNAH
Georgia
31408-8000

RE: Quote 167718-02

Dear Sir,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: WT-MHE Work Tools

MACHINE SPECIFICATIONS

MINI HYD EXCAVATOR WORK TOOLS

0P-0227

PLEASE USE THE 0P REFERENCE NUMBER LISTED ABOVE WHEN ORDERING.

Torrent EX48

480000

HOSE GROUP EX48FT X JCBJS220

4831JCBJS220

QUICK ATTACH CAP PLATE ASSEMBLY

4803JCBJS220

HEAVY DUTY PRIORITY VALVE

R930000026

SOLENOID CARTRIDGE

R934000629

DOUBLE SELECTOR VALVE

DOUPCVSAE0...

DOES NOT INCLUDE INSTALLATION OF MULCHING HEAD OR ADDITIONAL
HARDWARE

| | |
|-------------------|--------|
| SELL PRICE | 53,215 |
| NET BALANCE DUE | 53,215 |
| TOTAL QUOTE PRICE | 53,215 |

WARRANTY

Standard Warranty: Standard factory five year warranty

F.O.B/TERMS:

Accepted by _____ on _____

Signature

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Landon Moore
Machine Sales Representative

TITLE

TERMS AND CONDITIONS

PRICE: THE PRICES LISTED ARE SUBJECT TO INCREASE IN THE EVENT (i) HIGHER PRICES ARE BEING GENERALLY QUOTED BY YANCEY BROS. CO. FOR SIMILAR EQUIPMENT AT THE TIME THE EQUIPMENT IS DELIVERED TO CUSTOMER, OR (ii) A CHANGE OCCURS IN THE CONTEMPLATED TIME OR MANNER OF DELIVERY.

TITLE AND SECURITY INTEREST.

- (a) In the event this Order provides for a lease of the Equipment to Customer, Customer hereby acknowledges and agrees that title to all such equipment and to all replacements or substitutions thereof shall at all times remain in Yancey Bros. Co. Customer further agrees to keep the Equipment free from any all liens, claims, and security interests, and shall do or permit no act or thing whereby Yancey Bros. Co. title or rights may in any way be encumbered or impaired. Customer shall not be entitled to exercise any purchase option, which may be granted with respect to the Equipment if Customer is in default of its obligations to Yancey Bros. Co. under this Order or any equipment lease, conditional sales contract, or other agreement with Yancey Bros. Co.
- (b) In the event this Order provides for a sale of the Equipment to Customer, and Customer does not pay Yancey Bros. Co. in full for all obligations relating to the Equipment as designated by this Order upon or prior Customer does hereby create and grant a purchase money security interest in and to the Equipment in favor of Yancey Bros. Co., and Yancey Bros. Co. hereby reserves a purchase money security interest in the Equipment secure payment of all Customer's obligations to Yancey Bros. Co. in connection with the Equipment as provided under this Order. Upon customer's execution of this Order, and written acceptance thereof by this Order shall constitute a security agreement and shall be enforceable against Customer as such in accordance with the Uniform Commercial Code as adopted in the State of Georgia. Upon any default by Customer in its obligations pursuant to this Order, Yancey Bros. Co. may exercise any and all rights available to it by agreement or under law, including the aforesaid Uniform Commercial Code. Without limiting the generality of the foregoing, upon any default, Yancey Bros. Co. may declare the entire unpaid portion of the Customer's obligation hereunder immediately due and payable, and the agreement of sale or lease terminated, and may require Customer to assemble the Equipment and make it available to Yancey Bros. Co. at a convenient place designated by Yancey Bros. Co. In addition, Yancey Bros. Co. may, at its option, charge and collect from Customer, as liquidated damages, and amount equal to all costs and expenses incurred by Yancey Bros. Co. in delivering, repossessing, and returning the Equipment, plus rental payments for the period Customer had possession of the Equipment in an amount not less than the rental payments normally charged by Yancey Bros. Co. for similar equipment on a month-to-month lease.

As used herein, the term "Equipment" shall mean all machinery and equipment described in the face of this Order, together with all parts, accessories, supplies, materials, and other items attached to or located on the Equipment, and, unless the context otherwise requires, shall also include all dealer preparation services related to the Equipment which Yancey Bros. Co. may agree to provide.

1. Acceptance: Applicable Terms and Conditions of Purchase.

- (a) This Equipment order shall become a contract between Customer and Yancey Bros. Co., subject to all terms and conditions set forth herein and on the reverse side hereof, upon Yancey Bros. Co.'s written acceptance of this order at its offices at 330 Lee Industrial Blvd, Austell, Georgia.
- (b) Acceptance of this Equipment Order is expressly limited to the terms and conditions set forth herein and on the reverse side hereof. Yancey Bros. Co. shall not be bound by any provisions on Customer's purchase order, acceptance, or other forms or documents (including counter offers) which purport to impose any terms and conditions at variance with the terms and conditions herein set forth, and any such terms and conditions of Customer shall have no force or effect and shall not constitute any part of the applicable terms and conditions of the purchase or lease, except to the extent that said terms and conditions are separately and specifically agreed to in writing by Yancey Bros. Co. Yancey Bros. Co.'s failure to object to provisions contained in Customer's order, acknowledgment, or other forms or documents shall not be deemed a waiver of the provision of Yancey Bros. Co.'s terms and conditions herein set forth.

2. Payment: Customer hereby promises to pay to the order of Yancey Bros. Co. all amounts shown due on the reverse side hereof in accordance with the terms therein set forth, together with all costs of collection, including (15%) percent as attorney's fees if collected by law or through an attorney at law. No discount or other reduction in the amount due may be taken by Customer unless specified on the face of this Order. Any check or remittance received from or for the account of Customer may be accepted and applied against any indebtedness or obligation owing by Customer, as shown by the books and records of Yancey Bros. Co. without prejudice to or the discharge of the remainder of any such indebtedness or obligations, regardless of any condition, proviso, statement, legend or notation appearing on, referring to or accompanying such check or remittance. Customer shall pay interest to Yancey Bros. Co. from maturity date of the invoice or the date any payment is due hereunder (i) if the amount payable exceeds \$3,000 at the rate per month of one and one half (1 1/2%) percent, or (ii) if the amount payable is less than \$3,000 at the rate per annum of nine (9%) percent provided however, that in no event shall interest rate exceed the maximum lawful interest rate applicable.

3. Credit and Default: Yancey Bros. Co. may, at any time and from time to time, upon the occurrence of any adverse change in the financial condition or creditworthiness of Customer, limit or cancel the credit of Customer as to time and amount, and, as a consequence, may require a new application for credit or demand payment in cash prior to delivery of any unfilled or unpaid portion of this Order. Upon Customer's failure to make any such payment within ten (10) days after demand, or in the event of any default, breach or repudiation by Customer of any agreement with Yancey Bros. Co., or if customer shall become insolvent, call a meeting of its creditors, or make an assignment for the benefit of creditors, or if a bankruptcy, insolvency, reorganization or arrangement proceeding shall be commenced by or against Customer, Yancey Bros. Co. may cancel this and any other contracts with Customer (Customer remaining liable for all damages in connection therewith), defer any shipments hereunder, declare forthwith due and payable all outstanding bills of Customer under this or any other agreement, sell all or any part of the undelivered Equipment, without notice, at public or private sale, Customer to be responsible for the costs and expenses of such sale and for any deficiency, Yancey Bros. Co. to account to Customer for any excess (Yancey Bros. Co. having the right to become the buyer of such Equipment at any such sale), and bill all or any part of the undelivered Equipment to Customer. Approval of credit for one or more deliveries under this Order shall not be deemed a waiver of the provisions of this paragraph. Any property of Customer, including but not limited to Equipment billed and held (whether paid for or not) at any time and in Yancey Bros. Co.'s possession, either as a principal or agent, shall be deemed held as security for, and may at Yancey Bros. Co.'s option be set off against any and all of Customer's obligations to Yancey Bros. Co.

4. Delivery Force Majeure: Yancey Bros. Co. makes no guarantee or warranty as to the exact date of shipment or delivery, and any date specified in this Order is merely an estimated date of shipment or delivery. Unless otherwise specified in writing, delivery of Equipment may be effected by (i) the acceptance of the Equipment from shipment by a licensed public truck-man or common carrier, (ii) actual delivery of the Equipment to Customer by Yancey Bros. Co. or its agent, or (iii) allocation of the Equipment to Customer at Yancey Bros. Co.'s facilities and notification to Customer that Equipment is available for pick-up, where Customer has advised Yancey Bros. Co. that Customer will arrange for transportation of the Equipment. Except where the Equipment is being leased by Customer or payment in full is not to be made until after the Equipment has been delivered to Customer, title to the Equipment shall pass to Customer upon delivery, subject to Yancey Bros. Co.'s right of stoppage in transit. Equipment invoiced and held at any location, for whatever reason, shall be at Customer's risk and Yancey Bros. Co. may, at its option, charge for insurance and storage at prevailing rates.

5. Yancey Bros. Co. shall not be liable for any non-delivery or delay in delivery of all or any part of the Equipment due to accidents, strikes, fires, floods, war, civil insurrections, government regulation, delay or inability to obtain labor material or services through Yancey Bros. Co.'s usual and regular sources, casualty, acts of God or any other conditions or causes of like or unlike nature beyond the control of Yancey Bros. Co. In any such event, Yancey Bros. Co. may, in its sole discretion, without notice to Customer, at any time and from time to time, postpone the delivery dates under this Order for a time, which is reasonable under all the circumstances, or make partial delivery or cancel all or any portion of this order.

- a) Storage and Handling Charges: Yancey Bros. Co. may assess a service charge against Customer for handling, storing and transporting any of the Equipment ordered by Customer where Customer changes the terms of delivery from those set forth herein, or which Customer for any reason fails to accept when tendered by Yancey Bros. Co. or wrongfully rejects.
- b) Risk of Loss: Insurance: After delivery of Equipment to Customer, the risk of any loss, injury, or destruction of said Equipment shall be borne by Customer. Customer agrees to insure for the full insurable value thereof all of the Equipment and to keep the same insured against fire, theft, vandalism, and accidental physical damage on a standard policy with "Loss Payable Clause" for the benefit of Yancey Bros. Co. so long as any indebtedness to Yancey Bros. Co. is unpaid in connection with the Equipment. Customer shall purchase and maintain in effect during the term of this agreement, a Commercial General Liability Insurance policy, at an insured limit of no less than \$500,000 combined single limit per occurrence, with an insurer carrying an A.M. Best rating of no less than A-VII, written on an occurrence form, and including Yancey Bros. Co. as Additional insured. Such insurance shall be considered primary insurance for the benefit of Yancey Bros. Co. as Additional Insured with any other insurance maintained by Yancey Bros. Co. to be excess and non-contributory with respect to claims, loss or liability arising from the operations of Customer.
- c) Inspection and Notice of Nonconformity: Customer shall inspect the Equipment within five (5) days after the actual delivery of the Equipment at Customer's facilities or other location designated by Customer. Failure to make such inspection with five (5) day period shall constitute a waiver of the right to make any inspection prior to payment for the Equipment and shall further by a waiver of any defect which reasonable inspection prior to payment would have revealed. Yancey Bros. Co. shall in no event have any obligation to Customer for shortages or other patent defects in the Equipment unless written notice of such alleged shortages or defects shall have been delivered to Yancey Bros. Co. within ten (10) days after Customer's receipt of the Equipment, and Yancey Bros. Co. is afforded reasonable opportunity to examine the Equipment for the alleged shortages or defects within thirty (30) days after the receipt of such written notice. Customer's failure to reply promptly to Yancey Bros. Co.'s request for a full and detailed written statement of all alleged defects shall preclude Customer from relying on such defects to reject the Equipment. Customer's failure to comply with these requirements shall constitute irrevocable acceptance of the Equipment by Customer and bind Customer to pay the price of the Equipment.
- d) Restrictions on Use: Customer shall comply with any and all limitations or restrictions, which may be imposed by Yancey Bros. Co. on the use and location of the Equipment where the Equipment is being leased to Customer or delivered to Customer prior to Customer's payment in full for the Equipment.
- e) Customer's Remedies: In the event the Equipment is covered by any warranty from the manufacturer of the Equipment, such warranty shall be Customer's sole and exclusive remedy with respect to any alleged defects in the Equipment, whether relating to material, workmanship, performance, or any other matter, and Customer shall have no claims or rights or causes of action against Yancey Bros. Co. with respect to such alleged defects in the Equipment. Yancey Bros. Co. shall in no event be liable for any costs, expenses, or damages incurred or sustained by Customer arising from any alleged loss of profits, interruption of operations, or other incidental or consequential damages.
- f) Power of Attorney: Customer does hereby irrevocably make, constitute and appoint Yancey Bros. Co. or any of its officers or designees Customer's true and lawful attorney in fact with full power and right to (i) complete, execute, and file any necessary or appropriate Uniform Commercial Code financing statements and similar documents evidencing or reflecting the grant by Customer of a security interest in and to the Equipment to Yancey Bros. Co., (ii) take possession of the Equipment and sell or cause to be sold such Equipment upon the occurrence of any default hereunder by Customer, and (iii) enter into and execute any and all agreements, conveyances, and other documents or instruments necessary or appropriate in connection with the enforcement by Yancey Bros. Co. of its rights and remedies upon the occurrence of any default hereunder by Customer, and Customer hereby ratifies and confirms all that Yancey Bros. Co. or its officers or designees, as such attorney in fact, shall do by virtue hereof. This power of attorney is one coupled with an interest and is irrevocable so long as there is any liability or obligation owing by Customer to Yancey Bros. Co. in connection with the equipment.
- g) Indemnity: To the fullest extent permitted by law, Customer agrees to defend, indemnify, and hold harmless Yancey Bros. Co., and Yancey Bros. Co.'s officers, agents and employees from any and all claims, demand, actions, causes of action, damages, losses, costs and expenses (including reasonable attorney's fees) related to or arising from, in whole or in part, any act, error, omission, fault or negligence of Customer, Customer's officers, agents, employees, subcontractors, or anyone acting on Customer's behalf or for who actions Customer may be liable, related to the operation or use of equipment or goods leased under this contract. However, Customer's obligations under this paragraph shall not extend to the sole negligence of Yancey Bros. Co. or Yancey Bros. Co.'s officers, employees or agents.
- h) Limitation of Actions: Any judicial proceeding or other cause of action which Customer may bring against Yancey Bros. Co. for any alleged default in its obligations to Customer must be asserted or instituted within one (1) year after actual delivery of the Equipment to Customer or after such cause of action shall arise, whichever is later.

i) Miscellaneous:

- i. In the event more than one person, corporation, business association, or other entity constitutes the Customer identified on the reverse side hereof, all such persons, corporations, business associations, or other entities shall be jointly and severally liable to Yancey Bros. Co. for all indebtedness and obligations under this Order.
- ii. Yancey Bros. Co. shall not, by any act, delay, omission or otherwise, be deemed to have waived any of the rights or remedies under this Order, and no waiver, whatsoever shall be valid against Yancey Bros. Co. unless in writing signed by an authorized representative of Yancey Bros. Co. and then only to the extent set forth herein. Yancey Bros. Co.'s waiver of any right or remedy under the terms of this Order on any one occasion shall not be construed as a waiver of any right or remedy which Yancey Bros. Co. would otherwise have on a future occasion.
- iii. Except as otherwise expressly provided herein, any notice or communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid to Customer at Customer's address as the same appears on the reverse side hereof. Any such notice, if so mailed shall be deemed to have been received the third business day following such mailing. Customer may change its address for notice purposes by written notice to Yancey Bros. Co. as specified herein.
- iv. The provisions of this Order shall be binding upon and shall inure to the benefit of the respective successors, assigns, heirs, and legal representatives of Customer and Yancey Bros. Co..
- v. All rights and obligations under this Order, including matters of construction, validity and performance, shall be governed by the laws of the State of Georgia, including the provisions of the Uniform Commercial Code as enacted in said State.
- vi. The various provisions of this Order are severable and any determination of invalidity, illegality, or unenforceability of any one provision hereunder shall have no bearing on the continuing force and effect of the remaining valid provisions hereof.
- vii. Captions given to various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.
- viii. Customer hereby agrees that Customer will execute and deliver to Yancey Bros. Co. any and all instruments, agreements, or other documents requested by Yancey Bros. Co. which Yancey Bros. Co. deems necessary or appropriate in connection with the sale or lease of Equipment to Customer.
- i. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar, Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Initial _____ Date _____

DATA GOVERNANCE CONSENT FORM

The Data Governance Statement attached as Appendix A describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat® Connect and other digital offerings. Please review the Caterpillar Data Governance Statement (also available at www.cat.com/data_governance_statement) regularly and with care. If Caterpillar updates the Caterpillar Data Governance Statement, Caterpillar may notify you as indicated in the Data Governance Statement.

I acknowledge and agree:

- That I have read, understand and consent to this Data Governance Consent Form and Caterpillars Data Governance Statement
- That I hereby grant to Caterpillar and its affiliates (as defined in the Data Governance Statement), and each of their respective licensors, service providers, suppliers, subcontractors and distributors, a non-exclusive, worldwide, perpetual, paid-up, right and license, including the right to grant and authorize sublicenses through multiple levels, to access, use, process, manipulate, modify, compile with other data or works and/or create derivative works of, in accordance with the Data Governance Statement, any and all information that is collected, transmitted or further processed in accordance with the Data Governance Statement; that the foregoing license shall apply retroactively to the date on which such information was collected; and that the foregoing grant is made notwithstanding any more limited rights granted in any other agreements or understandings, including in any product manuals and other documentation related to Assets (as defined in the Data Governance Statement);
- That, to the extent not prohibited by applicable law, Caterpillar may, from time to time, remotely access and program telematics or other devices installed on Assets, for any purpose including by way of example, (a) to install, or cause to be installed, updates and upgrades to software, firmware, or operating systems (for example, to enhance safety, security or improve operation of Assets) or (b) to introduce new features, and/or change the type and frequency of data transmitted through telematics devices (for example, to conduct remote troubleshooting and/or provide increased customer value); that, Caterpillar cannot guarantee that user preferences and configuration settings will be preserved following such an update, whether performed remotely or otherwise; that, to the extent not prohibited by applicable law, Caterpillar may perform such activities without further notification; and that I may withdraw my consent to the installation of updates and upgrades at any time, or make other related requests to Caterpillar, by contacting Caterpillar at CatConnectSupport@cat.com.

In the event that you transfer ownership, lease, use, or operation of any Assets, you should (i) notify the next owner, leaseholder, user or operator of such Assets of the terms of this Data Governance Consent Form and (ii) notify your dealer that you have transferred ownership, lease, use, or operation of the Assets and identify the person or entity to whom ownership, lease, use, or operation has been transferred.

By signing below I voluntary consent and agree to this Data Governance Consent Form:

Company: SAVANNAH AIRPORT COMMISSION
Represented by (name): _____
Signature: _____
Date: Apr 08, 2019

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Response For Supplier: Technology International, Inc.

Event #: 7031-0

Name: Heavy Duty Cutter Head for Excavator JCBJS220

Reference: Savannah Hilton Head Airport

Description: The purpose of these specifications is to obtain one, new, current model, Heavy Duty Cutter Head for JCBJS220 Excavator to be used by the Savannah Airport Commission.

Preview Date:

Open Date: 03/22/2019 05:00:00 PM

Close Date: 04/09/2019 01:30:00 PM

Q & A Open Date: 03/23/2019 08:00:00 AM

Q & A Close Date: 04/01/2019 12:00:00 PM

Dispute Close Date:

Responded To: 1 out of 1 lines

Total Bid Amount: \$46,850.00 USD

Response Attachments

Attachment

TII Equipment Proposal.pdf

Line Responses

Line 1: Heavy Duty Cutter Head for Excavator JCBJS220

Description: New, Current Model, Heavy Duty Cutter Head for JCBJS220 Excavator

Item: HEAVY DUTY CUTTER HEAD FOR EXCAV Heavy Duty Cutter Head for Excavator JCBJS220

Commodity Code: 760-04 Backhoe/Loader Combination

Quantity: 1.0000

UOM: EA

Requested Delivery 05/31/2019
Date:

Bid Quantity: 1.0000

Unit Price: 46,850.00000

Extended Price: 46,850.00

No Charge: No

No Bid: No

Vendor Item: MB-R800 DRUM CUTTERS excavation head



HEAVY DUTY CUTTER HEAD FOR JCBJS220 EXCAVATOR
FOR THE SAVANNAH AIRPORT COMMISSION

EVENT NO. 7031

Bidder's Checklist – Envelope 1 Requirements

This checklist shall be attached to the outside of Envelope 1 of a bid. Failure to complete, sign, and attach this checklist may result in a bid being deemed nonresponsive.

Nonresponsive bids will be returned to the vendor unopened.

**Electronically submitted bids, if allowed, do not require this checklist. Please see event summary online to determine if electronic responses will be accepted. **

Firm name: Technology International, Inc.

Contact person: Michael Rosenberg Business & Operations Manager

Address: 1349 South International Pkwy, Suite 2411, Lake Mary, FL 32746

Phone number: 407-359-2373

Email address: tii@tii-usa.com

Envelope must contain the following documents:

| Initials | Document |
|----------|--|
| x | Bid Proposal Form, Including Acknowledgement of Any Addenda |
| x | Exception Sheet |
| x | Contractor Affidavit and Agreement (Employee Eligibility Verification) |
| x | Affidavit Verifying Status for City of Savannah Benefit Application |
| x | Any Other Requirements as Stated in the Specs |

By signing below, bidder is attesting that all items listed in the checklist above have been included in Envelope 2.

Signature:


Michael Rosenberg Business & Operations Manager

Date: 04/08/2019



**HEAVY DUTY CUTTER HEAD FOR JCBJS220 EXCAVATOR
FOR THE SAVANNAH AIRPORT COMMISSION**

EVENT NO. 7031

SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe the minimum requirements for one, new, current model, Heavy Duty Cutter Head for JCBJS220 Excavator to be used by the Savannah Airport Commission.
- To submit pricing electronically for this event, enter pricing for each line item shown under the lines tab on the event summary. To enter pricing manually, complete the attached bid proposal form. Manually submitted bids must be submitted on the bid proposal forms contained in these specifications in order to be considered.
- 4.1 **One – New, Current Model, Heavy Duty Cutter Head for JCBJS220 Excavator.** Cutter head design shall attach seamlessly to JCBJS220 Excavator and shall not exceed JCBJS220 Excavator design capability. Material brand identified is used merely as a specification and not as a statement of a preference for the specific product identified. Unless otherwise stated, items equal to the identified brand name will be acceptable, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Must meet these MINIMUM requirements.
- 4.1.1 General Specifications
- Minimum Cutting width 64"
 - Maximum Overall Width 78"
 - Approximate Height 66"
 - Weight shall not maximize JCBJS220 Excavator design capability.
 - Number of Teeth; Minimum 22 Heavy Duty yet easily replaceable
 - Hydraulic flow design for JCBJS220
 - All hoses and valves with maximum design pressure for Cutter Head and JCBJS220 Excavator
 - Quick attach mounting bracket for JCBJS220 Excavator
 - Standard Factory Warranty
 - Onsite Operator and Maintenance Training
- 5.0 **General Conditions**
- 5.1 The bid response shall include all documents required in the bidder's checklist.
- All referenced documents must be completed and returned in their entirety to constitute a complete bid.
- 5.2 Original invoices should be sent to:
- Savannah Airport Commission
Accounts Payable
400 Airways Avenue
Savannah, Georgia 31408

- 5.3 The vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation. All addenda issued for this event must be acknowledged in order for a bid to be considered.
- 5.4 To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at www.savannahga.gov.
- 5.5 This contract will be awarded to the vendor offering the lowest net price to the City, and meeting or exceeding all specifications herein.


EXCEPTION SHEET

Event #7031

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

04/08/2019
Date


Michael Rosenberg
Signature
Technology International, Inc.
Company
Business & Operations Manager
Title

BID PROPOSAL FORM

(SUBMIT AS THE COVER SHEET)

City of Savannah Purchasing Department
301 W. Oglethorpe Avenue
2nd floor
Savannah, Georgia 31401
ATTN: Purchasing Director

EVENT NUMBER: 7031

Business Location: (Check One)
☐ Chatham County
☐ City of Savannah
☒ Other

ALL BIDDERS MUST BE REGISTERED VENDORS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.

MANUALLY SUBMITTED BIDS MUST BE SUBMITTED ON THIS BID PROPOSAL FORM IN ORDER TO BE CONSIDERED.

Name of Bidder: Technology International, Inc.

Street Address: 1349 South International Pkwy, Suite 2411

City, State, Zip Code: Lake Mary, Florida 32746

Phone: 407-359-2373 Fax: 407-359-2372

Email: tii@tii-usa.com

DO YOU HAVE A BUSINESS TAX CERTIFICATE ISSUED IN THE STATE OF GEORGIA? (CHECK ONE) YES: ☐ NO: ☒

FROM WHAT CITY/COUNTY
TAX CERTIFICATE #: FED TAX ID #: 650342335

INDICATE LEGAL FORM OF OWNERSHIP OF BIDDER (STATISTICAL PURPOSES ONLY):
CHECK ONE: ☒ CORPORATION ☐ PARTNERSHIP
☐ INDIVIDUAL ☐ OTHER (SPECIFY:)

Do you plan to subcontract any portion of this project? Yes ☐ No ☒
If yes, please complete the attached schedule of DBE participation. Also complete the schedule if you will be using any DBE suppliers.

ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.


Signature

*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY THE CITY OF SAVANNAH FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF BID SPECIFICATIONS.

| ITEM NO | DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | TOTAL |
|---------|---|--------------------|-------------|-------------|
| 1 | One - New, Current Model, Heavy-Duty Cutter Head for JCBJS220 Excavator | 1 each | \$46,850.00 | \$46,850.00 |

TOTAL BID \$ 46,850.00

PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS

(Minimum of 10 working days must be allowed for discount to be considered in bid award)

☒ Less 0.5 % 10 Days Prompt Payment Discount (if offered)

 Net - 30 Days (no discount offered) - 0 -

TOTAL NET BID \$

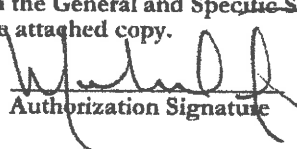
=====

TIME REQUIRED FOR DELIVERY AFTER RECEIPT OF ORDER: Est. 60 DAYS

I certify this bid complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

Michael Rosenberg

Please Print Name


Authorization Signature

04/08/2019

Date

**SECTION 01310
DISADVANTAGED BUSINESS EMPLOYMENT PROVISIONS**

The City of Savannah actively encourages employment and participation of small and disadvantaged businesses in all City contracts. Attention of the bidders is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, subcontracts, and opportunities for project area residents.

It is the policy of the City of Savannah that disadvantaged business enterprises (DBEs) be given fair opportunity to participate in the performance of services for the City, and that prime contractors utilize DBE subcontractors and suppliers to the fullest extent possible consistent with the efficient performance of the contract. The City of Savannah has not established a DBE goal for this project, however DBE participation is always encouraged.

In order to determine compliance, bidders shall **submit the following completed documents in a separate sealed envelope** clearly marked with the bid number, project name and number and marked **(Section 1310 Disadvantaged Business Employment Provisions)** with their bid:

1. Non-discrimination statement (Sec. 01310-3) and;
2. Proposed schedule of disadvantaged business enterprise participation (Sec. 01310-4) and;
3. Documentation of Good Faith Efforts **[Submit only if the goals are not met.]**

Failure to submit the required documents shall result in the bid not being read or considered.

Suggestions to help meet the goal:

- ✓ Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of DBEs.
- ✓ Advertising in general circulation media, trade association publications, or disadvantaged business enterprise media to solicit bids from DBE subcontractors or suppliers. **[Advertisement should appear at least 10 days prior to bid due date, unless the City's solicitation period is shortened.]**
- ✓ Designating portions of the work for DBE subcontracting in trades with established availability of DBE subcontractors.
- ✓ Providing a minimum of 10 days notice prior to the Bid due date to DBEs when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

Any attempt to submit false information, will result in a recommendation that the bidder be debarred from participating in future City contracts.

The contractor is required to fulfill any DBE utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. **Written approval is required prior to**

any substitution.

The contractor will maintain records and information necessary to document compliance with Good Faith Effort requirements, and the City shall have the right to inspect such records.

Any DBE listed in the completed form entitled "Proposed Schedule of DBE Participation" (Section 01310-4) must be certified by an approved agency such as USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of DBE certification such as a certificate or letter from the certifying agency is required to accompany the bid. A firm that has submitted an application for DBE certification or an application for DBE certification under review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City's evaluation process.

No bidder shall enter into an agreement with any DBE that would in any way limit the DBE's opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the bidder non-responsive to this bid solicitation.

The following resources are available to aid bidders in complying with this section:

The State of Georgia Department of Transportation maintains a website listing of Disadvantaged Business Enterprises located at www.dot.ga.gov/PS/Business/DBE

Chatham County Purchasing Department maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 652-7860.

GA Tech Procurement Assistance Center maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 963-2524.

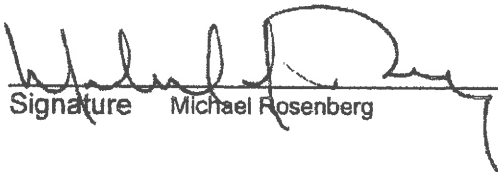
Savannah/Hilton Head International Airport Commission maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 964-0514 or visit the website at www.savannahairport.com

Small Business Assistance Corporation maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 232-4700 or visit the website at www.sbacsav.com.

NON-DISCRIMINATION STATEMENT

The prime contractor / bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, women, and individuals belonging to other socially and economically disadvantaged groups;
- (3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.


Signature Michael Rosenberg

Business & Operations Manager
Title

CONTRACTOR AFFIDAVIT AND AGREEMENT
Employment Eligibility Verification

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Savannah has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Savannah, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Savannah at the time the subcontractor(s) is retained to perform such service.

Exempt, TII has under 10 employees. See attached Private Employer Exemption Affidavit.

EEV / Basic Pilot Program* User Identification Number

BY:

Technology International, Inc.

04/08/2019

Contractor Name

Date

Signature of Authorized Officer or Agent

Michael Rosenberg

Business & Operations Manager

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Instructions for Completing Contractor Affidavit and Agreement Form

As required under Senate Bill 529 – "Georgia Security and Immigration Compliance Act" of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf.) The new rules designate the "Employment Eligibility Verification (EEV) Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES>. Bidders shall comply with this new rule and submit with your bid the attached "Contractor Affidavit and Agreement."

Affidavit Verifying Status for City of Savannah Benefit Application

By executing this affidavit under oath, as an applicant for a City of Savannah, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for Michael Rosenberg. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) x I am a citizen of the United States.

OR

2.) I am a legal permanent resident 18 years of age or older.

OR

3.) I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: 

Date

04/09/19

Printed Name:

Michael Rosenberg Business & Operations Manager

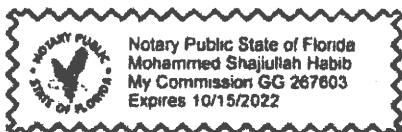
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
9th DAY OF April, 20 19

Notary Public 

My Commission Expires:

*

Alien Registration number for non-citizens.



***Instruction for Completing Systematic Alien Verification
for Entitlement (SAVE) Form***

O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the City are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

Name and Address of Contractor:

Technology International Inc
1349 S International Pkwy Ste 2411
Lake Mary FL 32746

Report Prepared by: RH

Reporting Period: Ongoing
From: To: Present
Date Prepared: 407-359-2373
Telephone:

| Total Current Employees | | | | | | | | | | | | | | | | | |
|-------------------------|-----------------|------|--------|-------------|----------|-------------------------|---|---|---|-------|--------|-------|---|--------------------------|---|---|-------|
| Job Group | All Individuals | | | | | Minority Men and Women* | | | | | | | | People with Disabilities | | | |
| | Total | Male | Female | Nonminority | Minority | Male | | | | | Female | | | | | | |
| | | | | | | AI/AN | A | B | H | NH/OP | M | AI/AN | A | | B | H | NH/OP |
| Manager | 2 | 2 | | 1 | 1 | | 1 | | | | | | | | | | |
| Professional | 7 | 6 | 1 | 1 | 6 | | 5 | | | | | | 1 | | | | |
| Technical | | | | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Crafts | | | | | | | | | | | | | | | | | |
| Operatives | | | | | | | | | | | | | | | | | |
| Laborers | | | | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | | | | |
| Totals | 9 | 8 | 1 | 2 | 7 | | 6 | | | | | 1 | | | | | |

*AI/AN=American Indian/Alaskan Native; A=Asian; B=Black or African American; H=Hispanic or Latino; NH/OP=Native Hawaiian or Other Pacific Islander; M=people who identify as more than one race (Count each person only once. For example, if a man identifies as being American Indian and Black, count him in the "M" column under "Minority Male". Do not count him as one Black man and one American Indian man.) In the table above complete information is provided to properly document exemption from AAP Requirements. Technology International is defined as a small business by Federal standards, employing fewer than 25 employees. TI voluntarily complies with all laws, orders, and standards of the United States and the several states in regards to Affirmative Action, Civil Rights and Employment Laws, and so certifies.

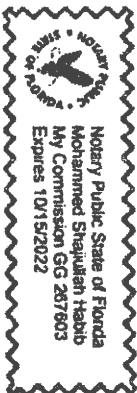
Michael J. Rosenberg
Business & Operations Manager

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 8th Day of April 2019, by Michael J. Rosenberg as Business and Operations Manager for Technology International, Inc.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally Known ☒ Or Produced Identification
Type of Identification Produced





Technology International, Inc.
1349 South International Pkwy, Suite 2411
Lake Mary, FL 32746
Tel: (407) 359-2373
Fax: (407) 359-2372
E-mail: tii@tii-usa.com
Website: www.tii-usa.com

Equipment Proposal

Description: Heavy Duty Cutter Head for Jcbjs220 Excavator for the Savannah Airport Commission

Event #: 7031

Attention: Purchasing Director
City of Savannah Purchasing Department
301 W. Oglethorpe Avenue
2nd floor
Savannah, GA 31401

Our Ref: TII/GA/0419/11255

Date: 04/09/2019

In response to your quote request for Heavy Duty Cutter Head for Jcbjs220 Excavator for the Savannah Airport Commission, Technology International, Inc. is pleased to submit the following for consideration:

| ITEM NO. | QTY | DESCRIPTION/ MODEL NO. | UNIT PRICE | EXTD. PRICE |
|---|-----|---|-------------|-------------|
| 1 | 1 | <u>Manufacturer:</u> MB America <u>Model:</u> MB-R800 Drum Cutters includes: R80001250 Excavator plate (MB-R800) 220809000 Hydraulic hoses (MB-R800 MBR800014 Drum Kit FULL SET (STANDARD) (MB-R800) MBR800026K ROCK picks kit FULL (x60) (MB-R800) Custom Hitch Training and verification | \$46,850.00 | \$46,850.00 |
| See attached data sheets | | | | |
| <u>Total price for all above.....\$46,850.00</u> | | | | |

Exclusions: Anything not specifically mentioned including unloading, installation, or set-up.

Warranty: Manufacturer's Standard warranty applies.

Delivery:

- Estimated delivery is **60 Days** after receipt of order and approved submittal
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable).
- Customer to provide equipment and personnel to unload.
- TII will deliver good title (MSO) to the Agency upon payment confirmation. The Agency is responsible for its own title work and registration (if applicable).

Freight: Freight Included to Savannah, GA 31408.

Validity: Quote is valid for 30 days.

Payment Terms: NET 30

Prompt Payment discount: 1/4 % 10 days

Technology International, Inc. Corporate data:

We are a small business and our Tax Payer Identification Number (TIN): 650342335. The above price quoted does not include any sales, excise or similar taxes. If applicable agency must accrue and remit it directly."

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at tii@tii-usa.com

Respectfully submitted,

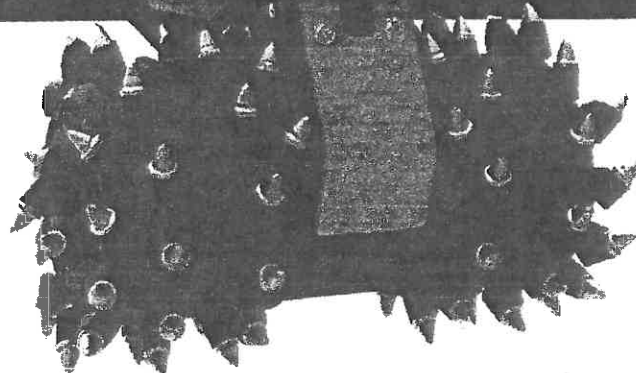
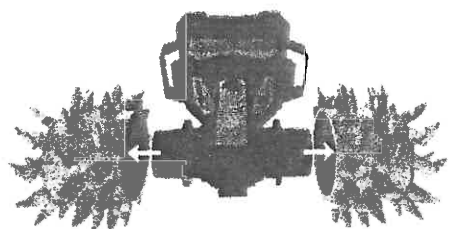


Michael Rosenberg
Business & Operations Manager
Technology International, Inc.







DRUM CUTTERS

MB Crusher offers a range of compact and efficient drum cutters, designed with a low center of gravity to reduce the load, torsion, and vibration on the arm of the equipment. MB drum cutters are the only cutters on the market to feature the Direct Drive Twin Motor System.

- + COMPACT AND STABLE
- + THE ONLY ONE with the Direct Drive Twin Motor System
- + PRECISE AND VERSATILE
- + SAFE AND EFFICIENT
- + HIGH-PERFORMING HYDRAULICS
- + REPLACEABLE DRUMS:
QUICK AND EASY MAINTENANCE
ON THE JOB
EASILY REPLACE DRUMS IN LESS
THAN 1 HOUR



MODELS

| |  |  |  |  |
|---|---|---|---|---|
| MODEL | MB-R500 | MB-R700 | MB-R800 | MB-R900 |
|  RECOMMENDED EXCAVATOR | 7,700 - 24,200 lbs | 13,200 - 28,600 lbs | 22,000 - 48,500 lbs | 41,900 - 77,200 lbs |
|  RECOMMENDED SKID LOADER | ≥ 7,700 lbs | | | |
| PICK FORCE | 14,456 ft lb | 14,456 ft lb | 25,003 ft lb | 29,502 ft lb |
| ROTATIONAL SPEED (MIN/MAX) | 80 RPM/120 RPM | 80 RPM/110 RPM | 60 RPM/80 RPM | 60 RPM/80 RPM |
| OUTPUT TORQUE | 5,000 Nm | 5,000 Nm | 10,000 Nm | 13,200 Nm |
| OIL PRESSURE/COUNTER PRESSURE | 5,076 PSI/ < 58 PSI | 5,076 PSI/ < 58 PSI | 5,076 PSI/ < 58 PSI | 5,076 PSI/ < 58 PSI |
| WEIGHT | 661 lbs | 1,323 lbs | 2,205 lbs | 3,086 lbs |
| OIL FLOW | 16 - 32 gal/min | 29 - 48 gal/min | 53 - 79 gal/min | 66 - 92 gal/min |
| DRUM DIAMETER | 20 in | 20 in | 24 in | 27 in |

WWW.MBCRUSHER.COM



FIND OUT
MORE

MB STANDS OUT



Pulley and teeth kits
AVAILABLE FOR ALL KINDS OF
MATERIALS



Equipped with
NO TORSION SYSTEM
which reduces transversal stress
on the arm of the excavator



Equipped with
WEAR-RESISTANT PLATES
for the protection of the
central body



Equipped with a mechanism that
REDUCES HIGH OIL TEMPERATURES of
the excavator



Equipped with **POWER BOOST**.
Multiplying the power on the rotary
cutter when it requires more power



Suitable for
UNDERWATER WORK



QUICKLY REPLACEABLE TEETH

AREAS OF APPLICATIONS

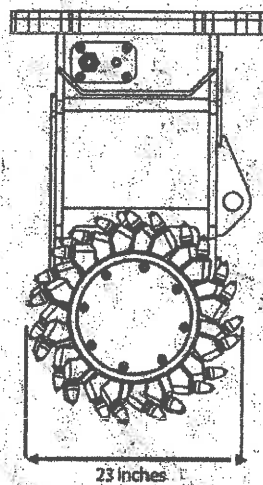
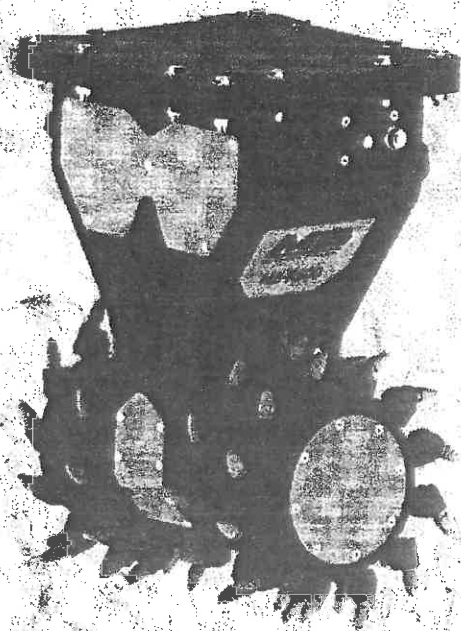
- EARTH EXCAVATIONS, ROCK, ASPHALT AND CEMENT
- UTILITY WORK
- DEMOLITION AND URBAN CONSTRUCTION SITES
- ROAD MAINTENANCE AND SURFACE PROFILING
- TUNNEL AND ROCK MILLING
- QUARRIES AND MINES
- FARMING AND FOREST AREAS

ACCESSORIES

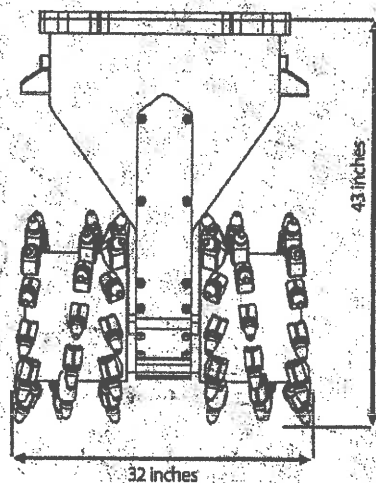
- OIL TEMPERATURE REDUCTION DEVICE
- DUST SUPPRESSION KIT
- LOW SET DRUM KIT
- FULL SET DRUM KIT
- WARRANTY EXTENSION GOLD 24
- SUGGESTED SPARE PARTS KIT



MB-R800



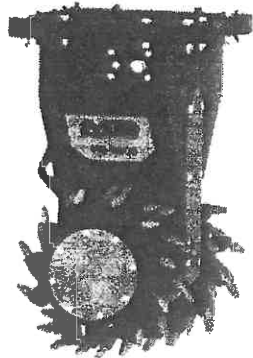
23 inches



32 inches

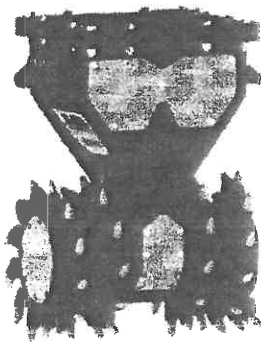
43 inches

"Agile and efficient"



Suitable for any application requiring hard materials to be cut, grind, mill, or till.

MB drum cutter, MB-R800, is suitable for concrete wall and surface profiling, trenching, rock excavation, demolition, and dredging, and for any use in urban areas and on restricted jobsites.



AREAS OF APPLICATION

DEMOLITION
REFURBISHMENT
TRENCHING
QUARRYING
EXCAVATING
SPECIAL FOUNDATIONS
ROAD BUILDING

SPECIFICATIONS

| RECOMMENDED EXCAVATOR | RECOMMENDED OIL FLOW (MIN) | INLET MAXIMUM PRESSURE | DRAIN-OUT MAXIMUM PRESSURE |
|-----------------------|----------------------------|---------------------------|-------------------------------|
| 22,000-48,500 lbs | 52-79 gal/min. | 5,076 PSI | 58 PSI |
| WEIGHT | DIAMETER DRUM | RPM | |
| 2,204 lbs | 23 in | 58 RPM/80 RPM min/max | |

ACCESSORIES

| RECOMMENDED SPARE PARTS KIT | FIXED COUPLER | QUICK FEMALE COUPLER | OPTIONAL REPAIRS WARRANTY |
|-----------------------------|---------------|----------------------|------------------------------|
| MBR800006 | FCR800000 | MBR800000 | WA24R800 |