

**CITY OF RICHMOND HILL, GEORGIA  
INVITATION TO BID**

**ITB NO. 2022-1026-1  
PURCHASE OF SEWER BYPASS PUMP**

**ISSUED DATE: OCTOBER 26<sup>th</sup>, 2022  
DATE DUE: NOVEMBER 28<sup>th</sup>, 2022 at 2:30 PM**

The purpose of this invitation is to solicit written quotations for the purchase of one sewer bypass pump for The City of Richmond Hill. Sealed bids will be received at City Hall located at 40 Richard R. Davis Drive, Richmond Hill, Georgia 31324 for hand or express delivery; for standard mailed documents send to P.O. Box 250, Richmond Hill, Georgia 31324 by 2:30 P.M., November 28<sup>th</sup>, 2022. The City reserves the right to reject any and all bids and to waive formalities.

Instructions for preparation and submission of a bid are contained in this Invitation to Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink

Any questions pertaining to this invitation to bid must be made in writing and received no later than 2:00 P.M., November 10<sup>th</sup>, 2022. No responses will be given to questions received after that time. Questions may be faxed to 912.756.5882, emailed to [kachtziger@eommgmt.com](mailto:kachtziger@eommgmt.com), or hand delivered to The City of Richmond Hill located at 40 Richard R Davis Drive Richmond Hill, GA 31324.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document approved changes.

## DOCUMENT CHECK LIST

The following documents, when marked, are contained in and made a part of this Bid Package or are required to be submitted with the bid. It is the responsibility of the Bidder to read, complete and sign, where indicated, and return these documents with his/her bid. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

**COMPANY NAME:** \_\_\_\_\_

REQUIRED	COMPLETED	ITEM DESCRIPTION
		INSTRUCTIONS TO BIDDERS
		GENERAL TERMS, CONDITIONS AND EXCEPTIONS
X		BID FORM
		SURETY REQUIREMENTS
		PERFORMANCE BOND
		PAYMENT BOND
X		CERTIFICATE OF INSURANCE
X		W-9
		LEGAL NOTICE
X		EXCEPTION SHEET
X		DRUG FREE WORKPLACE CERTIFICATION
X		PROMISE OF NON-DISCRIMINATION STATEMENT
X		CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
X		DISCLOSURE OF RESPONSIBILITY STATEMENT
X		SUBCONTRACTOR AFFADAVIT & AGREEMENT (if applicable)
X		BIDDERS CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
X		AFFADAVIT REGARDING LOBBYING

**ACKNOWLEDGE RECEIPT OF ADDENDUM(S)** \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR BID**

## SECTION I

### INSTRUCTIONS TO BIDDERS

- 1.1 PURPOSE:** The purpose of this document is to provide general and specific information for use in submitting a bid to supply The City of Richmond Hill with equipment, vehicles, supplies and/or services as described herein. All bids are governed by the Code of The City of Richmond Hill, local and state laws.
- 1.2 HOW TO PREARE BIDS:**
- A** Bids shall be submitted on the form enclosed and shall be typewritten or completed with pen and ink and signed by the business owner or authorized representative.
  - B** Any erasures or corrections must be initialed and dated by the official signing the Bid. **All signature spaces must be signed.**
  - C** Bidders are encouraged to carefully review all provisions and attachments of this document. Each bid constitutes an offer and may not be withdrawn except as provided herein.
- 1.3 HOW TO SUBMIT BIDS:**
- A** Bids must be submitted in a sealed opaque envelope, plainly marked with the bid number, bid title, bid closing date and time, and company name.
  - B** Mailed or delivered as follows in sufficient time to ensure receipt by the City on or before the time and date specified above.
    - a** Mailing Address: City of Richmond Hill City Hall, P.O. Box 250 Richmond Hill, Georgia 31324
    - b** Hand Delivery: City of Richmond Hill City Hall, 40 Richard R. Davis Drive Richmond Hill, Georgia 31324
  - C** Please check the City's website <http://www.richmondhill-ga.gov/> prior to submission for any addendum to the ITB.

#### **BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.**

- 1.4 HOW TO SUBMIT AN OBJECTION:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the City in writing. The objections contemplated may pertain to the form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.
- 1.5 ERRORS IN BIDS:** Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk.

- 1.6 STANDARDS FOR ACCEPTANCE OF BIDDERS FOR CONTRACT AWARD:** The City of Richmond Hill reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the City. The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.
- 1.7 BIDDER:** Whenever the term "bidder" is used it shall encompass the "person", "business", "firm", or other party submitting a bid to The City of Richmond Hill in such capacity before a contract has been entered into between such party and the City.
- 1.8 RESPONSIBLE / RESPONSIVE BIDDER:** Responsible bidder means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. Responsive Bidder means a person or entity that has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids.
- 1.9 CITY:** Whenever the term "City" or "Owner" is used it is to refer to the City of Richmond Hill.
- 1.10 CONTRACTOR:** Contractor or subcontractor means any person or business having a contract with the City of Richmond Hill. The Contractor/Vendor of construction, supplies, goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.11 CONFIDENTIALITY OF DOCUMENTS:** Upon receipt of a bid by the City the Bid shall become the property of the City without compensation to the Vendor, for disposition or usage by the City at its discretion. Respondent names who submit bids on this invitation to bid and total prices will be read aloud publicly, but the details and particulars of the bid documents will remain confidential until final award of the contract / purchase order.
- 1.12 CONE OF SILENCE:** Lobbying of Procurement Evaluation Committee members, City employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Bid (RFP) or contract by any member of a bidder's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your bid to be rejected.
- 1.13 COMPLIANCE WITH LAWS:** The bidder shall obtain and maintain all licenses, permits, liability insurance, Worker's compensation insurance and comply with any and all other standards or regulations required by Federal, State or City statute, ordinances and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
- 1.14 DEBARRED FIRMS AND PENDING LITIGATION:** Any potential bidder/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) will not be considered for contract award. Bidders shall disclose any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any bidder/firm previously defaulting or terminating a contract with the City will not be considered. Bidder acknowledges that in performing contract

work for the City, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm to work on this contract or project that is later debarred, bidder shall sever its relationship with the firm with respect to City contract.

\*\* All bidders are to read and complete the Disclosure of Responsibility Statement enclosed as Attachment C to be returned with response. Failure to do so may result in your solicitation response being rejected as nonresponsive.

Bidder acknowledges that in performing contract work for the City, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm to work on this contract or project that is later debarred, bidder shall sever its relationship with that firm with respect to City contract.

**1.15 PROTECTION OF RESIDENT WORKERS:** The City of Richmond Hill actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

**1.16 IMMIGRATION:** On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

\*\* All Bidders are to read and complete the E-Verify affidavit enclosed as Attachment D to be returned with response. **Failure to do so may result in your bid being rejected as non-responsive.**

## SECTION II

### GENERAL TERMS, CONDITIONS AND EXCEPTIONS

- 2.1 SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same to the City. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, ASTM regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 COMPLETENESS:** All information required by the invitation to bid must be completed and submitted to constitute a qualifying bid.
- 2.3 PRICES TO BE FIRM:** Bidder accepts all terms and conditions set forth in this invitation to bid. This bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such longer period of time that bidder may agree to in writing upon request of Owner.
- 2.4 MULTIPLE BIDS:** No bidder will be allowed to submit more than one offer. Any alternate bid must be brought to the City's attention during the Pre-Bid meeting or submitted in writing per section 2.18.
- 2.5 LIABILITY PROVISIONS:** Where bidders are required to enter or go into The City of Richmond Hill property to take measurements or gather other information in order to prepare the bid as requested by the City, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the Offer and shall indemnify and hold harmless The City of Richmond Hill from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with The City of Richmond Hill.
- 2.6 AWARD OF CONTRACT:** The contract, if awarded, will be awarded to that responsible bidder whose bid will be most advantageous to The City of Richmond Hill, price and other factors considered. The City of Richmond Hill will make the determination as to which bid best serves the interest of the City. The successful respondent will be expected to execute a contract within 30 days of notice of award.
- 2.7 ASSIGNMENT:** The successful bidder shall not assign or transfer any interest of the contract without written consent of the City.
- 2.8 COST TO PREPARE:** The City assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of the bid.
- 2.9 PROCUREMENT PROTESTS:** Objections and protests to any portion of the procurement process or actions of the City staff may be filed with the City for review and resolution.
- 2.10 INSURANCE PROVISIONS:** The selected bidder shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bid. Contract work will not proceed unless The City of

Richmond Hill has in their possession, a current Certificate of Insurance. The City of Richmond Hill invokes the defense of sovereign immunity. The City is not to be included as an additional insured on insurance contracts. **Failure to maintain insurance as described below will result in termination of the contract.**

**A. General Information that shall appear on a Certificate of Insurance:**

- i. Name of Producer (Contractor's insurance Broker/Agent).
- ii. Companies affording coverage (there may be several).
- iii. Name and address of the Insured (this should be the Company or Parent of the firm The City of Richmond Hill is contracting with).
- iv. Summary of all current insurance for the insured (includes effective dates of coverage).
- v. Brief description of operations to be performed, the specific job to be performed, or contract number.
- vi. Certificate Holder (This is to always include The City of Richmond Hill).

**B. Limits of Insurance:**

- i. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- ii. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident, disease policy limit, each employee and Statutory Worker's Compensation limit.

**C. Special Requirements:**

- i. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- ii. **Extended Reporting Periods:** The Contractor shall provide the City with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- iii. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- iv. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except

after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City.

- v. **Proof of Insurance:** The City of Richmond Hill shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the City before services are rendered. The Contractor must ensure Certificate of insurance are updated for the entire term of the City.
- vi. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- vii. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by The City of Richmond Hill.
- viii. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the City, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

**2.11 INDEMNIFICATION:** The bidder agrees to protect, defend, indemnify, and hold harmless The City of Richmond Hill, its council, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Bidder or its sub bidders. The bidder's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Bidder further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless The City of Richmond Hill, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the BIDDER or his subcontractors or anyone directly or indirectly employed by any of them.

The bidder's obligation to indemnify The City of Richmond Hill under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the bidder.

**2.12 COMPLIANCE WITH SPECIFICATION – TERMS AND CONDITIONS:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special



Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidders proposal or bid and by reference are made a part hereof.

- 2.13 STATEMENT OF DISCLOSURE:** All Vendors must provide a statement of disclosure which will allow the City to evaluate possible conflicts of interest.

#### **Interests of Public Officials**

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of the City of Richmond Hill, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the City immediately by written notice. For breach or violation of this clause, the City may annul any contract/ agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures.

*"Interest"* as used herein

means direct or indirect pecuniary or material benefit accruing to an appointed official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, an appointed official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the appointed official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of an appointed official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the appointed official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business;

- 2.14 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the City or their designee. In case of a default on the part of the bidder after such acceptance, The City of Richmond Hill may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.15 BID DEADLINE:** The response to this invitation to bid must be received by the City Hall no later than 2:30 P.M., November 28<sup>th</sup>, 2022. Any bid received after the time stipulated will be rejected and returned unopened to the proponent. It is emphasized that late bids will be rejected

For good and sufficient reason, up to 24 hours before the advertised deadline, the City may extend the response schedule. An addendum will be issued setting forth the new date and time.

- 2.16 WITHDRAWAL OF BID:** Any bid submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of bids. Withdrawal of any bid

will not prejudice the right of a proponent to submit a new or amended bid as long as The City of Richmond Hill receives it by the deadline as provided herein.

**2.17 REJECTING BIDS:** The City reserves the right to reject any or all bids and is not bound to accept any bid if that bid is contrary to the best interest of The City of Richmond Hill. Similarly, the City is not bound to accept the lowest dollar bid if the offer is not considered in the City's best interest.

**2.18 QUESTIONS:** Any questions pertaining to this invitation to bid **MUST** be made in writing and received no later than 2:00 pm November 10<sup>th</sup>, 2022. No responses will be given to questions received after that time. Questions may be faxed to 912.756.5882, emailed to [kachtziger@eomgmt.com](mailto:kachtziger@eomgmt.com), or hand delivered to The City of Richmond Hill located at 40 Richard R Davis Drive Richmond Hill, GA 31324.

**The only official answer or position of The City of Richmond Hill will be the one stated in writing.**

**2.19 QUALITY:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.

**2.20 GUARANTEE:** Unless otherwise specified by the City, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty materials and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City as being least detrimental to the operation of City business.

**2.21 GEORGIA OPEN RECORDS ACT:** The responses will become part of the City's official files without any obligation on the City's part. Ownership of all data, materials and documentation prepared for and submitted to the City of Richmond Hill in response to a solicitation, regardless of type, shall belong exclusively to City and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law. Responses to ITB's shall be held confidential from all parties other than the City until after the contract is awarded by the City. The vendor and their bid price in response to the ITB will be read aloud at public bid openings. After Bid Tabulations, the ITB shall be available for public viewing. The City of Richmond Hill shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the City, at any time during the solicitation evaluation process.

**2.22 GEORGIA TRADE SECRET ACT of 1990:** In the event a Bidder/Proposer submits trade secret information to the City, the information must be clearly labeled as a Trade Secret. The City will maintain the confidentiality of such trade secrets to the extent provided by law.

**2.23 METHOD OF SELECTION:** The City of Richmond Hill is using the Competitive Sealed Bid method. An award, if made, will be made to the responsible offeror whose Bid is most

advantageous to The City of Richmond Hill, taking into consideration price and other factors set forth in this Request for Bid (RFP). The City will not use any other factors or criteria in the evaluation of the Bids received.

- 2.24 NOTICE TO PROCEED:** The successful bidder shall not commence work under this invitation to bid until a written contract is awarded and a Notice to Proceed is issued by the City or their designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.25 TERMS OF CONTRACT:** One time purchase
- 2.26 PAYMENTS:** Payment of invoices will be made within the time frame specified in the contract resulting from this invitation to bid.
- A.** Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract documents.
  - B.** Upon completion of the work, the Contractor will provide the City with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the City have been paid in full.
  - C.** The City of Richmond Hill is a tax-exempt entity. Every contractor, vendor, business or person under contract with The City of Richmond Hill is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to The City of Richmond Hill by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

## SECTION III

### SPECIFICATIONS

**3.1 OBJECTIVES:** The purpose of this invitation is to solicit written quotations for the purchase of one sewer bypass pump for the City of Richmond Hill. The vendor must have a parts and service dealer within 45 miles of the City of Richmond Hill. All equipment will be new and never titled.

**3.2 GENERAL REQUIREMENTS:** The sewer bypass pump must have all of the following options:

- 74 HP diesel engine driven pump
- 6 inch suction and discharge
- Minimum 60 gal fuel tank with low fuel alarm and shutdown
- Automatic self-priming dry running ability
- Non-clog impeller
- Floats
- Solids handling capability up to 3 inches
- 1300 – 2400 GPM range
- Trailer mounted, DOT approved with electric brakes and wiring harness
- Sound attenuated enclosure
- Remote monitoring capabilities with start/stop controls functions.

**3.3 ATTACHMENTS:**

- 6 – 6 inch x 10 foot composite hose with flanges
- 1 – 6 inch strainer Bauer
- 1 – 6 inch flange Bauer male
- 1 – 6 inch flange Bauer female
- 1 – 90 degree elbow Bauer

**SECTION IV**

**BID FORM**

Description	Bid Price
Sewer Bypass Pump	\$
Attachments	\$

Time required for delivery after receipt of order \_\_\_\_\_ / Days  
(Award may be contingent on delivery)

**Extended Warranty Options Available:**

**It is agreed by the undersigned bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions and requirements of specifications and, if awarded, the bid will become part of the contract agreement between the parties.**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY**

\_\_\_\_\_  
**STATE**

\_\_\_\_\_  
**ZIP**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**FAX NUMBER**

\_\_\_\_\_  
**EMAIL**

\_\_\_\_\_  
**AUTHORIZED AGENT NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**SIGNATURE**

## EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this bid, the bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the bid.

Below are the only differences between my offer and the City's bid:

---

Signature

---

Date

**LEGAL NTOICE**  
**INVITIATION TO BID**

**2022-1026-1 PURCHASE OF SEWER BYPASS PUMP**

The City of Richmond Hill is seeking bids for the purchase of a sewer bypass pump. Sealed bids are due by 2:30 PM (local time) November 28<sup>th</sup>, 2022 and must be mailed or hand delivered to City Hall, 40 Richard R. Davis Drive, Richmond Hill, Georgia 31324.

A copy of this Invitation to Bid is available online at <http://www.richmondhill-ga.gov/>. For additional information please contact, Kristen Achtziger at (912) 445-0050 or via email: [kachtziger@eomgmt.com](mailto:kachtziger@eomgmt.com).

THE CITY OF RICHMOND HILL RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS AND TO WAIVE ALL FORMALITIES.

"THE CITY OF RICHMOND HILL IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL VENDORS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".

**ATTACHMENT A**

**DRUG – FREE WORKPLACE CERTIFICATION**

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE \*\*DRUG-FREE WORKPLACE\*\*, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

\_\_\_\_\_ (CONTRACTOR)  
certifies to The City of Richmond Hill that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **PURCHASE OF SEWER BYPASS PUMP FOR THE CITY OF RICHMOND HILL** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



**ATTACHMENT B**

**PROMISE OF NON-DISCRIMINATION STATEMENT**

Know All Men By These Presence, that I (We), \_\_\_\_\_  
Name

\_\_\_\_\_  
Title Company

(herein after "Company") in consideration of the privilege to bid/or propose on the following City of Richmond Hill project for **PURCHASE OF SEWER BYPASS PUMP FOR THE CITY OF RICHMOND HILL** hereby consent, covenant and agree as follows:

- A. 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 the bid submitted to The City of Richmond Hill or the performance of the contract resulting therefrom;
- B. 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 with the Company, including those companies owned and controlled by racial minorities, and women;
- C. In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- D. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with The City of Richmond Hill;
- E. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- F. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the City to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_, 20 \_\_\_\_\_

## ATTACHMENT C

### DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/Bid being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
- 

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
- 

3. List any convictions or civil judgments under states or federal antitrust statutes.
- 

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
- 

5. List any prior suspensions or debarments by any governmental agency.
- 

6. List any contracts not completed on time.
- 

7. List any penalties imposed for time delays and/or quality of materials and workmanship.
- 

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.
-

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of Individual Title & Authority

Of \_\_\_\_\_, declare under oath that  
Company Name

the above statements, including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ by

\_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**ATTACHMENT D**

**CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(I)**

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 engaged in the physical performance of services on behalf of The City of Richmond Hill has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



**SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with

\_\_\_\_\_ (name of contractor) on behalf of THE CITY OF RICHMOND HILL has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in

O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_





**ATTACHMENT E**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned certifies, by submission of this Bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Richmond Hill, Board of Education of local municipality. Bidder agrees that by submitting this Bid that Bidder will include this clause without modification in all lower tier transactions, solicitations, Bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document. During the course of the RFP process it is the Bidder's responsibility to notify the City if a suspension or debarment has occurred.

**Certification - the above information is true and complete to the best of my knowledge and belief.**

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(Printed or Typed Name of Signatory)

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(Signature)

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(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

**ATTACHMENT F**

**AFFADAVIT REGARDING LOBBYING**

Each bidder and all proposed team members and subcontractors must sign this affidavit and the bidder shall submit the affidavits with their bid confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid non-responsive.

\_\_\_\_\_  
BY: Authorized Officer or Agent

Date \_\_\_\_\_

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_