

**REQUEST FOR PROPOSALS
RFP NO. 2024-781**

**SOLAR PANEL INSTALLATION ON
ROOF AT CITY OF TYBEE ISLAND
MARINE SCIENCE CENTER**

PROPOSALS DUE: TUESDAY DECEMBER 10, 2024 at 2:00pm

PRE-SUBMITTAL MEETING: MONDAY NOVEMBER 25, 2024 at 11:00am

CITY OF TYBEE ISLAND, GEORGIA

BRIAN WEST, MAYOR

MONTY PARKS, MAYOR PRO TEM

TONY PLOUGH

BILL GARBETT

NICK SEARS

MICHAEL "SPEC" HOSTI

KATHRYN WILLIAMS

DOCUMENT CHECK LIST

The following documents are contained in and made a part of this Request for Proposal, or are required to be submitted with the proposal. It is the responsibility of the company submitting the proposal to read, complete and sign, where indicated, and return these documents with his/her proposal. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF THEIR PROPOSAL.**

[INTRODUCTION](#)

[SPECIFICATIONS AND REQUIREMENTS](#)

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ATTACHMENTS: A. SIGNATURE SHEET; B. CONTRACTOR AFFIDAVIT; C. SUBCONTRACTOR AFFIDAVIT; D. SAVE AFFIDAVIT; E. W-9/VENDOR INFORMATION; F. DEBARMENT CERTIFICATION; G. PROPOSAL FORM; H. CHECKLIST

SEPARATE ATTACHMENTS:

1. GAF Technical Bulletin TAB-C-2017-01, issued on 5/27/2011 and revised on 1/26/2017 consisting of 21 pages;
2. OMG Power Grip Plus attachment system brochure, which includes product data specifications and ordering information consisting of 4 pages.

INTRODUCTION

This is a Request for Proposal to supply the City of Tybee Island, Georgia (sometimes hereinafter referred to as “Owner”) with products or services as indicated herein.

Sealed proposals must be received by 2:00pm local time, on Tuesday, December 10, 2024. The City of Tybee Island reserves the right to reject any or all proposals.

A pre-submittal meeting will be held on Monday, November 25, 2024 at 11:00am in the Public Safety Building conference room (78 Van Horne Avenue, Tybee Island). Interested proposal submitters are encouraged to attend, as they will have the opportunity to discuss specifications and ask questions.

METHOD OF AWARD: If the City of Tybee Island awards a contract from this RFP, it will be awarded to the responsible proposer deemed able to provide the best value for the City. The award will take into account price among other factors as specified in the RFP. The City reserves the right to select the proposer which best meets the City’s goals and objectives, needs, budget constraints, and quality levels, as well as its educational and service level expectations. The City reserves the right to award the contract to one or multiple vendors.

Proposer will submit resumes of all personnel that will be working on this project. The resumes of the project team will be a factor in determining the award of the RFP.

Signature of proposal submitter indicates understanding and compliance with attached terms and conditions and all other specifications made a part of this RFP, and any subsequent award or contract. All terms, conditions and representations made within this RFP will become an integral part of the contract. Nothing contained within this RFP is indicative of intent by the City of Tybee Island to reimburse the submitter, in whole or in part, for any costs associated with preparation, submission, or presentation of their proposal.

Instructions for preparation and submission of a proposal are contained in this RFP package. Please note that specific forms for submission of a proposal are required.

The City of Tybee Island has an equal opportunity purchasing policy to assure all procurement procedures are conducted in a manner that provides maximum open and free competition. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the City. The City provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap.

The City is seeking a proposal package for service or materials equal to or exceeding specifications set forth on the attached pages. Submittals not meeting these standards will be rejected. The attached specifications become and remain a part of this RFP.

All responses, inquiries, or correspondence relating to, or in reference to, this RFP, and all reports, charts, displays, schedules, exhibits and other documentation by the proposal submitters will become the property of the City when received. The City retains the right to use any or all ideas presented in any response to this RFP, whether amended or not. Selection or rejection of the proposal does not affect this right.

SPECIFICATIONS AND REQUIREMENTS

The City of Tybee Island seeks qualified proposals for the installation of solar panels on the roof of the Marine Science Center located at 37 Meddin Drive, Tybee Island, GA 31328.

SCOPE OF SERVICES:

- Provide a fully functional solar array on the flat portion of the Tybee Island Marine Science Center (MSC) located at 37 Meddin Drive, Tybee Island, GA 31328.
 - The roof of the MSC is approximately 40' x 80'.
- The minimum power requirement output for the solar array shall be 42kW.
- The minimum wattage for each solar panel shall be 400 Watts.
- All string inverters currently in use at the MSC are the model SMA Sunny Boy. Any string inverters that are required with this project shall be SMA Sunny Boy inverters.
- All Photovoltaic (PV) Modules and inverters must be Underwriters Laboratories (UL) certified.
- PV Modules shall be from a Q-Cell manufactures and made in the United States of America.
- Installation of solar panels shall be in accordance with all Federal, State, and Local City of Tybee Island building requirements and meet the wind loading requirements of 141 miles per hour.
- Contractor shall supply all necessary and required documentation for all products used in this proposal.
- The existing roof at the MSC is a TPO roof system manufactured by GAF roofing. Contractor shall follow the six (6) step process below to ensure the existing TPO roof warranty is not voided. Contractor is responsible for coordinating with GAF to obtain a warranty amendment with copies of all correspondence given to the City of Tybee Island.
 1. Inform GAF Guarantee Services (1-800-ROOF-411) at least 45 days prior to the start of the solar installation.
 2. Complete solar installation checklist, pay pre and post inspection fees (\$600 Each) and send PV project details to Guarantee Services at least 45 days prior to the start of solar installation.
 3. Conduct pre solar inspection prior to the start of solar installation. Address and correct punch list items.
 4. Proceed with the solar installation by following manufacturer's instructions. Follow best practices recommended by National Roofing Contractors Association (NRCA) in its Guidelines for Roof Systems with Rooftop PV Components, GAF Technical Advisory Bulletin on Solar Installation (TAB-C-2011-01) and GAF Solar Roofing Systems Specifications #748.
 5. Coordinate with Guarantee Services and conduct post solar inspection. Address and correct punch list items.
 6. After all inspections and requirements have been met, GAF will include amendment for solar in the guarantee.
- The OMG Power Grip System Plus roof mount panel system shall be required to mount solar panels to the existing MSC TPO roof.
 1. Contractor installing the OMG Power Grip System Plus is required to be GAF certified. Contractor shall include inspection costs by GAF into their proposal.
- The OMG Power Grip System Plus System shall be Model #PGRPP-GAF-TPO-WH-8.
- The OMG Power Grip System Plus System shall be attached using a minimum of four (4) #14, 1-inch Stainless Steel wood screws as specified by the building engineer.
- The Polar Bear III HD Flat Roof Mounting system and all necessary appurtenances or approved equal shall be used for the installation of the solar panels.
- Sun Power Helix Roof Solution Solar Panels and all necessary appurtenances or approved equal shall be used for the solar panels. The panels should be the Helix ST, single tilt solar panels.
- Contractor shall be responsible to tie into the existing building grid and verify where the tie-in will be located prior to the award of the proposal. The building grid is 240 Volt single phase. Grid connection is in the main panel located on the second floor of the MSC.
- AC/DC disconnect and combination switches shall be provided by the contractor.
- Contractor shall use 2/A WG 10 cable, AWG bare copper, and Tyco grounding clips.
- Contractor shall specify the amount of MWh annual generation.
- Contractor shall provide production monitoring.

- Contractor shall supply a one year warranty on all components and systems.
- Contractor shall provide three (3) references with similar size systems in a marine environment. These references will include the name, phone number, City and State where project was completed.
- Contractor shall provide the total number of solar systems installed and the total amount of kW produced in each project.
- Contractor shall provide delivery and installation dates as part of their RFP submittal.
- Contractor shall provide their total cost for furnishing and installing the solar panel system in a lump sum cost. The payment schedule is defined in a later section of this RFP.
- The City of Tybee Island obtain all necessary building permits from the City, Chatham County, Georgia and pay the necessary permit fees.
- The Contractor will submit all necessary copies of the drawings to the City, along with an electronic copy. The City will approve and forward onto the county for their approval. +
- Chatham County Building Inspection will provide the interim and final inspection of the project. Once the County has given approval, it will be forwarded to Georgia Power, and once approved by Georgia Power they will energize they system.

1. INSTRUCTIONS TO PROPOSERS

Purpose: The purpose of this document is to provide general and specific information for use in submitting a bid to supply the City of Tybee Island with equipment, supplies, and/or services as described herein. All RFP's are governed by the Code of the City of Tybee Island, Georgia, 15-2015 Sec 1, Art VII, Procurement, Sec 2-400, and the laws of the State of Georgia.

Proposers must carefully review all provisions of, and attachments to, this document prior to submission. Each bid constitutes an offer and cannot be withdrawn except as provided herein. This RFP and any attachments, plans, and/or other related documents can be found on the City's website at <https://www.cityoftybee.org/Bids.aspx>. **It is incumbent upon the proposer to check the website for additional information and/or addendums.**

1.1 How to Prepare Proposals:

All Proposals must be:

- a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- b. Proposals must be signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the Proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

1.2 How to Submit Proposals:

One original, and one electronic copy (usb flash drive) must be submitted in a sealed opaque envelope, plainly marked with the RFP number and title, and bidder's company name, to the office of the address below prior to the time specified. Include all required attachments, which can be found at the end of this document.

- **Include all requested documents, in addition to a W-9 and certificate of insurance, and required bid bond.**
- **City/County Occupational Tax Certificate Requirement: Contractor must supply a copy of their Occupational Tax Certificate as proof of payment of the occupational tax where their**

office is located. In addition, if a contract is awarded, contractors that are not located on Tybee Island are required to obtain a Tybee Island contractor registration. Contact Sharon Shaver for additional information, at 912-472-5072, or in person at Tybee Island City Hall 403 Butler Ave, Tybee Island, Ga.

- **Include at least three (3) references documenting your experience with similar projects. Include the name of the project, construction cost, location, and current reference contact information including name, phone number, and email address. In addition to the information above, submit a written and/or photographic description of how these projects relate to this RFP.**
- **All Proposals must be hand delivered, mailed, or sent by courier in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.**
- **Courier or hand deliver the response package to:**

**MELISSA FREEMAN
TYBEE ISLAND CITY HALL
403 BUTLER AVE
TYBEE ISLAND, GA. 31328**

- **Proposals may be submitted via US Mail, but bidders choosing this method should allow *at least* an additional 24 hours for delivery:**

**MELISSA FREEMAN
CITY OF TYBEE ISLAND
PO BOX 2749
TYBEE ISLAND, GA. 31328**

FAXED OR E-MAILED COPIES WILL NOT BE CONSIDERED. PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED.

1.3 How to Submit an Objection:

Potential bidders must present any written objection to this RFP at least seven (7) days prior to the proposal due date. The objections contemplated may pertain to form and/or substance of the RFP documents. Objections must be made in writing to the Purchasing agent, Melissa Freeman mfreeman@cityoftybee.org. Email subject line: Objection to RFP #2024-781.

1.4 Minimum Requirements for Proposals:

- a. Proposals shall be considered only from firms normally engaged in performing the type of work specified in the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the representatives of the City shall determine whether the evidence of responsibility and ability to perform is satisfactory. The representatives of the City reserve the right to reject any or all proposals.
- b. Previous experience in the performance of projects of a similar nature to ensure timely and efficient completion.
- c. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience

to undertake the services required within a reasonable time.

- d. The proposer shall be an equal employment opportunity employer and shall adhere to any applicable local, state, or federal affirmative action requirements.

1.5 Errors in RFP Responses:

Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications of this RFP before submitting a proposal. Failure to do so will be at the Proposer's own risk. In case of error in extension of prices in the proposal, the unit price will govern.

1.6 Questions concerning RFP:

Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information concerning any portion of this RFP must be made by email, sent to the below named individual who will be the official point of contact for this RFP. Questions must be submitted at least seven days before the proposal due date.

Mark subject line on e-mail “**Questions on RFP 2024-781.**”

POINT OF CONTACT:

Peter Gulbranson

peter.gulbranson@cityoftybee.org

Failure of a Proposer to ask questions, request changes, or submit objections by the dates indicated above shall constitute the Proposer's acceptance of all of the terms, conditions and requirements set forth in this RFP.

1.7 Addendums to RFP:

Any changes to the conditions or specifications in this RFP must be in the form of a written addendum to be valid. If the City of Tybee Island issues an addendum to this RFP, it will be posted by the Purchasing Agent on the City's website.

The issuance of a written addendum by the Purchasing Agent is the only official method by which interpretation, clarification or additional information will be given. The City of Tybee Island will not be responsible for any oral representation given by any employee, representative or others.

Proposer must acknowledge each addendum in the bid. **It is solely your responsibility as a proposer to ensure that you have received all addenda and incorporated the changes into your proposal response before submission. Signed addenda must be returned with proposal.** Unless otherwise specified in an addendum, the due date and time remains as listed above.

2 GENERAL INFORMATION

2.1 Specifications:

Any obvious error or omission in specifications will not inure to the benefit of the proposer but will put the proposer on notice to inquire of or identify the same from the City of Tybee Island. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances,

building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., will be construed to be the minimum requirements of these specifications.

2.2 Standards for Acceptance of Proposal for Contract Award:

City of Tybee Island reserves the right to reject any or all proposals and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of City of Tybee Island. City of Tybee Island reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a proposer whom investigation shows is not in a position to perform the contract.

2.3 Proposer: Whenever the term "proposer" is used it will encompass the "person," "business," "supplier," "vendor," or other party submitting a proposal (a binding offer) to City of Tybee Island in such capacity before a contract has been entered into between such party and City of Tybee Island.

2.4 Responsible / Responsive proposer: *Responsible proposer* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive proposer* means a person or entity that has submitted a proposal that conforms in all material respects to the requirements set forth in this RFP.

2.5 Compliance with Laws: The proposer will 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, county or city statute, ordinances and rules during the performance of any contract between the contractor and City of Tybee Island. Any such requirement specifically set forth in any contract document between the contractor and City of Tybee Island will be supplementary to this section and not in substitution thereof.

2.6 Contractor: Contractor or subcontractor means any person or business having a contract with City of Tybee Island. The Contractor/Vendor of 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.

2.7 State Licensing Board for General Contractors: If applicable, pursuant to Georgia law, any bidder must be a Georgia licensed **General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

2.8 Security & Immigration Compliance: On 1 July 2007, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All 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. **No proposals will be considered unless a signed E-Verify Affidavit is enclosed with the submittal package.**

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.

Systematic Alien Verification for Entitlements (SAVE) Program: O.C.G.A. 50-36-1 required Georgia 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." Responders are required to provide the Affidavit Verifying Status for City of Tybee Benefit Application prior to receiving any City contract. The affidavit is included as part of this RFP package.

Protection of Resident Workers. City of Tybee Island actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers can hire only persons who can 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 any hiree, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor will 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.

- 2.9 Permitting and Approvals:** The contractor that is awarded the contract will be responsible for securing all necessary federal, state and local approvals required for the project.
- 2.10 Prices to be Firm:** Bidder warrants that proposal prices, terms and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from bid opening date, unless otherwise stated in the RFP.
- 2.11 Quality:** All materials or supplies used for, or the workmanship employed in, any construction necessary to comply with this proposal, will be of the best quality, and adhere to the highest industry standards.
- 2.12 Guarantee/Warranty:** Unless otherwise specified by the City of Tybee Island, the Bidder will unconditionally guarantee the materials and workmanship for one (1) year from completion of the project or delivery of goods. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, will repair or adjust the condition, or replace the material and/or services to comply with the contract requirements and applicable standards thereof. These repairs, replacements or adjustments will be made only at such time as will be designated by the City of Tybee Island as being least detrimental to the operation of the City.
- 2.13 Liability Provisions:** Where proposers are required to enter or go onto City of Tybee Island property to take measurements or gather other information in order to prepare the proposal as requested by the City, the proposer will be liable for any injury, damage or loss occasioned by negligence of the proposer, its agent, or any person the proposer has designated to prepare the bid and will indemnify and hold harmless City of Tybee Island from any liability arising there from. The contract document specifies the liability provisions required of the successful proposer in order to be awarded a contract with City of Tybee Island.
- 2.14 Cancellation of Contract:** The contract may be canceled or suspended by City of Tybee Island in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next lowest proposer, for articles and/or services specified or they may be purchased on the open market. The defaulting Contractor (or its surety) will be liable to City of Tybee Island for costs to the City of Tybee Island in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.15 Certification of Independent Price Determination:** By submission of this proposal, the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:
- a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer

prior to opening, directly or indirectly to any other proposer or to any competitor; and

- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.16 Qualification of Business (Responsible Proposer): the Scope of Work, specifications and plans define a responsible Proposer as one who meets, or by the date of the proposal acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required. The City has the right to require any or all proposers to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. The City has the right to disqualify the proposal of any proposer as being unresponsive or un-responsible whenever such Proposer cannot document the ability to deliver the requested product or service.

2.17 Insurance Provisions, General: The selected proposer to whom the contract is awarded will be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance must be included in the proposal.

- a. General Information that must appear on a Certificate of Insurance:
 - i. Name of the Producer (proposer's insurance Broker/Agent).
 - ii. Companies affording coverage (there may be several).
 - iii. Name and Address of the Insured (this is the Company or Parent of the firm the City is contracting with).
 - iv. A Summary of all current insurance for the insured (includes effective dates of coverage).
 - v. A brief description of the operations to be performed, the specific job to be performed, and contract number.
 - vi. Certificate Holder (**Must include the City of Tybee Island as a certificate holder and an additional insured**).

THE INSURANCE CERTIFICATE IS TO IDENTIFY THE CITY OF TYBEE ISLAND AS A CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED FOR GENERAL, AUTO, UMBRELLA, AND EXCESS LIABILITY COVERAGES.

- b. Minimum Limits of Insurance to be maintained for the duration of the contract:
 - i. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor. 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: **\$2,000,000** 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, and disease each employee and Statutory Worker's Compensation limit.
 - iii. **Business Automobile Liability:** Coverage insures against liability claims arising out of the

Contractor's use of automobiles. Minimum limit: **\$2,000,000** combined single limit per accident for bodily injury and property damage. Coverage must be written on an Any Auto basis.

THE INSURANCE REQUIREMENTS AND LIMITS STATED HEREIN MAY BE SATISFIED BY A COMBINATION OF PRIMARY, UMBRELLA &/OR EXCESS COVERAGES.

c. Special Requirements:

- i. **Extended Reporting Periods:** The Contractor must provide the City of Tybee Island with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- ii. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies will not affect coverage provided in relation to this request.
- iii. **Cancellation:** Each insurance policy that applies to this request must be endorsed to state that it will 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 of Tybee Island.
- iv. **Proof of Insurance:** City of Tybee Island must 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 of Tybee Island before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the City of Tybee Island contract.
- v. **Insurer Acceptability:** Insurance is to be placed with an insurer licensed to do business in the State of Georgia, and 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.
- vi. **Lapse in Coverage:** A lapse in coverage will constitute grounds for contract termination by the City of Tybee Island Mayor and Council.
- vii. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the City of Tybee Island. At the option of the City of Tybee Island, either: the insurer will reduce or eliminate such deductibles or self-insured retention as related to the City of Tybee Island, its officials, officers, employees, and volunteers; or the Contractor will procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

2.18 Compliance with Specification - Terms and Conditions: The RFP, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Vendor's Proposal, Addendum, and/or any other pertinent documents form a part of the proposal and by reference are made a part hereof.

2.19 Signed Proposal Considered Offer: The signed Proposal will be considered a binding offer on the part of the proposer, which offer will be deemed accepted upon approval by the City of Tybee Island Mayor and Council, Purchasing Agent or designee, as may be applicable. In case of a default on the part of the Proposer after such acceptance, the City of Tybee Island may take such action as it deems appropriate,

including legal action, for damages or lack of required performance.

2.20 Notice to Proceed: The successful proposer must not commence work under this RFP until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee, or as specified in the Special Conditions. If the successful Proposer does commence any work or deliver items prior to receiving official notification, it does so at its own risk.

2.21 Protest Policy: Any proposer who is aggrieved in connection with the award of a contract may file a protest with the Purchasing Agent. The protest must be submitted in writing no later than 48 hours after the bid opening. Protests must be made in writing to the Purchasing agent, Melissa Freeman at mfreeman@cityoftybee.org, with the subject line Protest: RFP #2024-781 must include the following information:

- a. Name, address, email address, and telephone numbers of the protester;
- b. RFP number;
- c. Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
- d. Copies of supporting documents, if any;
- e. Statement of relief requested;
- f. All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision;
- g. All information establishing the timeliness of the protest.

2.22 Payment to Contractors: Instructions for invoicing the City of Tybee Island for products delivered to the City are specified in the contract document.

- a. Questions regarding payment may be directed to the Accounting Department at 912-472-5024 or City of Tybee Island's Project Manager as specified in the contract documents.
- b. 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 document.
- c. Upon completion of the work or delivery of the products, the Contractor will provide the City of Tybee Island with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the City of Tybee Island have been paid in full.
- d. City of Tybee Island is a tax-exempt entity. Every contractor, vendor, business or person under contract with City of Tybee Island is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to City of Tybee Island by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.23 Owner's Rights Concerning Award: The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended, or that fails to suit the needs of the City as determined by the Owner in its sole discretion. In judging whether the Proposer is responsible, the Owner will consider, but is not limited to consideration of, the following:

- a. Whether the Proposer or principals are currently ineligible, debarred, suspended, or otherwise excluded from contracting by any state or federal agency, department, or authority;

- b. Whether the Proposer or principals have been terminated for cause or are currently in default on a public works contract;
- c. Whether the Proposer can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- d. Whether the Proposer's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the Bidder's contract obligations.

2.24 Debarred or Suspended Subcontractors: Contractor will not subcontract, and will ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <https://www.epls.gov> or the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with the City or other government entities. Contractor will immediately notify City of Tybee Island in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

2.25 Cone of Silence: Lobbying of procurement team members, City employees, and elected officials regarding this product or service solicitation, Request For Proposal (RFP) or contract by any member of a proposer'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 will render your proposal invalid.

2.26 Georgia Open Records Act: The responses will become part of the City of Tybee Island's official files without any obligation on the City of Tybee Island's part. Ownership of all data, materials and documentation prepared for and submitted to City of Tybee Island in response to a solicitation, regardless of type, will belong exclusively to City of Tybee Island 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.

It is the responsibility of the Proposer to notify the City of any documents turned over which contain trade secrets or other confidential matters. A Proposer submitting records which the entity or person believes contains trade secrets that wishes to keep such records confidential pursuant to O.C.G.A. § 50-19-72(34) will submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia.

City of Tybee Island will not be held accountable if material from proposals is obtained without the written consent of the Proposer by parties other than the City of Tybee Island, at any time during the solicitation and evaluation process.

2.27 Georgia Trade Secret Act of 1990: In the event a Proposer submits trade secret information to the City of Tybee Island, the information must be clearly labeled as a Trade Secret. The City of Tybee Island will maintain the confidentiality of such trade secrets to the extent provided by law.

2.28 Contractor Records: The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the City of Tybee Island. This applies to those specific contracts currently in effect and those that have been completed or closed for up three (3) years following

completion.

2.29 Method of Compensation: The compensation provided for herein will include all claims by the contractor for all costs incurred by the contractor in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount will be paid to the contractor after receipt of the invoice and approval of the amount by the City of Tybee Island. The City will make payments to the contractor within thirty (30) days from the date of receipt of the contractor's acceptable statement on forms prepared by the contractor and approved by the City of Tybee Island.

Should the Project begin within any one month, the first invoice will cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. The invoices will be submitted each month until the Project is completed. Invoices will be itemized to reflect actual expenses for each individual task; also refer to the requirements concerning changes, delays and termination of work pursuant to provisions of the contract. Each invoice will be accompanied by a summary progress report, which outlines the work accomplished during the billing period and any problems that may be inhibiting the Project execution. The terms of this contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

As long as the gross value of completed work is less than 50% of the total contract amount, or if the contractor is not maintaining his construction schedule to the satisfaction of the engineer, the City of Tybee Island will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the engineer acting on behalf of the City of Tybee Island.

After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to the City of Tybee Island, then the total amount to be retained will be reduced to 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer, until all pay items are substantially completed.

When all work is completed and time charges have ceased, pending final acceptance and final payment the amount retained will be further reduced at the discretion of the City of Tybee Island.

The Contractor may submit a final invoice to the City of Tybee Island for the remaining retainage upon City's acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due will be paid by the City to the Contractor when work has been fully completed and the contract fully performed, except for the responsibilities of the Contractor which survive final payment. The making of final payment will constitute a waiver of all claims by the City except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the City as unsettled at the time of final application for payment. Acceptance of final payment will constitute a waiver of all claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

2.30 Terms of Contract:

- a) Contract is a one-time contract to follow award of project.
- b) The contract will provide that the venue for any dispute will be in Chatham County, and Georgia law will control.
- c) The contract will not contain any obligation for the City to indemnify the other party to the contract or any other entity or person.

- d) All other terms will be consistent with the RFP and the proposal documents submitted, each of which will be incorporated into and made a part of the contract.
- e) The final terms will be agreed upon by each party, including approval by the Mayor & Council of the City of Tybee Island.

2.31 Audits and Inspections: The contractor and his subcontractors will make available to the City of Tybee Island for examination of all its records with respect to all matters covered by this Contract. It will also permit the City of Tybee Island and/or representatives of the Finance Department to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited will be available for inspection between 8am and 5pm in the main offices of the City of Tybee Island or during normal business hours at the offices of the Contractor, as requested by the City of Tybee Island.

2.32 Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and that the owner will suffer financial loss if the work is not completed within the times specified in the contract, plus any extensions thereof allowed. The parties also recognize the damages or loss caused by the failure to complete the work on time is difficult or impossible to accurately estimate, and the parties hereby stipulate that the sum of Five Hundred Dollars (\$500) per day is a reasonable pre-estimate of the probable damages or loss incurred by Owner for delay in completion of construction. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall be liable to Owner for the sum of Five Hundred dollars (\$500.00) for each day that the work is not completed as specified in the contract and that this amount of liquidated damages is intended to solely provide for damages incurred by Owner and not as a penalty to Contractor.

2.33 Proposal Surety: Each proposal shall be accompanied by a qualified bond/surety, cashier's check or certified check in the minimum amount of 5% of the total proposal price. Proposer will forfeit this amount should it be offered a contract by the City and refuse or fail to promptly enter into such contract.

2.34 Performance and Payment Bonds:

- a. Prior to the Agreement being signed, the Contractor shall furnish to the City of Tybee Island a Performance Bond issued by a surety company licensed to do business under the laws of the State of Georgia and satisfactory to the City of Tybee Island in the amount of one-hundred-percent (100%) of the total contract amount to ensure the Contractor's satisfactory performance.
- b. Also prior to the Agreement being signed, the Contractor shall furnish to the City of Tybee Island a Payment Bond issued by a surety company licensed to do business under the laws of the State of Georgia and satisfactory to the City of Tybee Island in the amount of one-hundred-percent (100%) of the total contract amount to ensure the Contractor's satisfactory payment of subcontractors and material suppliers.
- c. The Contractor shall be solely responsible for keeping the surety informed as to the total contract price, significant changes in project scope, and overall progress and completion of project for the entire life of the contract.
- d. If the surety on the bonds furnished by the Contractor is declared bankrupt or becomes insolvent, or it's right to do business in the State of Georgia is terminated, the Contractor shall within five (5) calendar days thereafter substitute other bonds and surety acceptable to the City of Tybee Island. If the Contractor does not furnish the replacement bonds to the City of Tybee Island within the five (5) days, the City of Tybee Island may consider the Contractor in material breach of

contract and take appropriate actions.

3. EVALUATION CRITERIA:

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Team in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not based on what is inferred. After thoroughly reading and reviewing this RFP, each team member shall conduct his or her independent evaluation of the proposals received, and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

| Criteria | Possible Points |
|--|------------------------|
| Demonstration of ability to meet or exceed all requirements of the specifications | 20 |
| Schedule for the procurement, delivery, and installation of pumps and generators | 15 |
| Quality of, and response from, references | 40 |
| Cost of services | 10 |
| How well did the Proposer follow the RFP directions in preparing and submitting the proposal package | 15 |

ATTACHMENT A

CITY OF TYBEE - INSTRUCTIONS TO BIDDER SIGNATURE SHEET

The Proposer certifies that he/she has examined all documents contained in this RFP package, and is familiar with all aspects of the RFP and understands fully all that is required of the successful Proposer. The Proposer further certifies that his/her Proposal will not be withdrawn for sixty (60) days from the date on which his bid is submitted to the City.

The Proposer agrees, if awarded this Contract, he/she will:

- A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this RFP for the proposal amount; or,
- B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this RFP for the proposal amount, and;

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM: City of Tybee Island City Council established goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or women business is defined as a business that is at least 51% owned and managed by minority or women.

A responder that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidder that intends to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Melissa Freeman, P.O. Box 2749, and City of Tybee Island, GA 31328.

African-American\Black _____ **Asian American** _____ **Hispanic** _____ **Native American** _____

Alaskan Indian _____ **Female** _____

ATTACHMENT B

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (1)

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 CITY OF TYBEE ISLAND 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 _____, __, 20__ 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 THE ___ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT C

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 _____ (name of public employer) 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 business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the 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 Subcontractor

Name of Project

Name of Public Employer

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

on _____, 20__ 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 THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT D

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) _____ contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A.

§ 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: _____.

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 will be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE ___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

CITY OF TYBEE ISLAND VENDOR INFORMATION

Vendor Name: _____

Product or Services Provided: _____

Sales Contact Information

Contact: _____ Email: _____

Phone: _____ Fax: _____

Address: _____

Accounts Receivable Information

Contact: _____ Email: _____

Phone: _____ Fax: _____

Remittance Address: _____

Federal Tax Id #: _____

Attach Copy of W-9 and Current Business License

Provide Copy of Worker's Comp Coverage when providing any service involving labor on City property.
Our terms are net 30

ATTACHMENT F
CERTIFICATION REGARDING DEBARMENT

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.

1. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City of Tybee Island may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “bid,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29.
4. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.
5. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the City may pursue available remedies, including suspension and/or debarment.

NAME OF COMPANY: _____

COMPANY TAX ID: _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____ DATE: _____

**ATTACHMENT G
PROPOSAL FORM
RFP 2024-781
SOLAR PANEL INSTALLATION ON ROOF AT
CITY OF TYBEE ISLAND MARINE SCIENCE CENTER**

Please attach all specifications regarding materials, installation, and warranties to this sheet with your total proposal amount below.

TOTAL COST including contractor fees, installation and warranties: \$ _____

_____ **(Firm)**

_____ **(Signature)**

_____ **(Title)**

_____ **(Date)**

ATTACHMENT H

CHECK LIST FOR SUBMITTING BID

Sign below and submit this sheet with BID

NOTE: All of the following items must be submitted with your bid to be considered “responsive”. Remember to follow the Instructions in the ITB Documents.

SIGNED ADDENDUMS (IF APPLICABLE) _____

W-9 _____

OCCUPATIONAL TAX CERTIFICATE _____

CERTIFICATE OF INSURANCE _____

BID BOND _____

ELECTRONIC COPY OF PROPOSAL _____

COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE BID:

A. SIGNATURE SHEET _____

B. CONTRACTOR AFFIDAVIT _____

C. SUBCONTRACTOR AFFIDAVIT _____

D. SAVE AFFIDAVIT _____

E. VENDOR INFORMATION _____

F. DEBARMENT CERTIFICATION _____

G. PROPOSAL FORM _____

H. CHECK LIST _____

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

EMAIL

SIGNATURE