INVITATION TO BID
ITB NO. 2026-114

GRAVITY SEWER REPLACEMENT SOUTH ZONE 1

BID DUE: WEDNESDAY, DECEMBER 2, 2026. AT 2:00 PM

PRE–BID MEETING (ENCOURAGED): MONDAY, NOVEMBER 16, 2026, AT 11:00 AM

CITY OF TYBEE ISLAND, GEORGIA

BRIAN WEST, MAYOR

MICHAEL “SPEC” HOSTI, MAYOR PRO TEM	TONY PLOUGHE
NICK SEARS	KATHRYN WILLIAMS
NICK HALE	CAM JACKSON

DOCUMENT CHECK LIST

The following documents are contained in and made a part of this Invitation to Bid, 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 OF THE BIDDER**

INTRODUCTION

SPECIFICATIONS AND REQUIREMENTS

INSTRUCTIONS TO BIDDERS

GENERAL INFORMATION

SURETY REQUIREMENTS

ATTACHMENTS: A. DRUG FREE WORK PLACE CERTIFICATION, B. PROMISE OF NON–DISCRIMINATION STATEMENT, C. DISCLOSURE OF RESPONSIBILTY STATEMENT, D. CONTRACTOR AFFIDAVIT, E. SUBCONTRATOR AFFIDAVIT, F. OCGA 50–36–1(E)(2) AFFIDAVIT, G. RESPONDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, H. MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM MBE/WBE PARTICIPATION REPORT, I. AFFIDAVIT REGARDING LOBBYING, J. BYRD ANTI–LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION, K. CITY OF TYBEE ISLAND – VENDOR INFORMATION, L. CITY OF TYBEE – INSTRUCTIONS TO PROPOSER SIGNATURE SHEET, M. CHECKLIST FOR SUBMITTING PROPOSAL

SEPARATE ATTACHMENTS: 1. SITE DEVELOPMENT PLANS, 2. TECHNICAL SPECIFICATIONS. 3. BID FORM

INTRODUCTION

This is an invitation to bid to supply the City of Tybee Island, Georgia (sometimes hereinafter referred to as "Owner") with products or services as indicated herein.

Sealed bids must be received by Aleesha Robinson no later than 2:00 P.M. local time, on Wednesday, December 2, 2026, at Tybee Island City Hall, located at 403 Butler Avenue, Tybee Island, Georgia 31328. The City of Tybee Island reserves the right to reject any or all bids.

Bids will be publicly opened and read aloud at 2:05 P.M. on Wednesday, December 2, 2026, at City Hall located at 403 Butler Avenue, Tybee Island, Georgia 31328.

A Pre–Bid Conference will be held on Monday, November 16, 2026, at 11:00 A.M. in the Public Safety Building conference room located at 78 Van Horne Avenue, Tybee Island, Georgia 31328. All prospective bidders are strongly encouraged to attend.

All questions shall be submitted no later than Wednesday, November 18, 2026, by 5:00 P.M. Questions shall be submitted via electronic mail to Peter Gulbronson, PE, Tybee Island City Engineer (peter.gulbronson@cityoftybee.gov), with a copy to Tyler Davidek, PE, of Thomas & Hutton (Davidek.T@tandh.com). Responses to all questions will be compiled and distributed via electronic mail to registered potential bidders by 5:00 P.M., Friday, November 20, 2026.

Sealed bids will be received no later than 2:00 P.M., Wednesday, December 2, 2026.

METHOD OF AWARD: If the City of Tybee Island awards a contract from this ITB, it will be awarded to the responsible bidder with the lowest responsive bid. Bidders must respond completely by filling in all applicable blanks. Bids are subject to the terms and conditions of this Invitation to Bid.

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

Instructions for preparation and submission of a bid are contained in this ITB package. Please note that specific forms for submission of a bid 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 bid package for service or materials equal to or exceeding specifications set forth on the attached pages. Bidders not meeting these standards will be rejected. The attached specifications become and remain a part of this ITB.

All responses, inquiries, or correspondence relating to, or in reference to, this ITB, and all reports, charts, displays, schedules, exhibits and other documentation by the bidders 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 ITB, whether amended or not. Selection or rejection of the bid does not affect this right.

SPECIFICATIONS AND REQUIREMENTS

The City of Tybee Island seeks qualified bidders for the construction of the Gravity Sewer Replacement South Zone 1. Contract documents and technical specifications are a separate attachment to this ITB. If a conflict exists, the hierarchy shall be the City of Tybee ITB, then the Thomas & Hutton contract documents, specifications and plans (collectively).

Plans and Specifications may be obtained from Thomas & Hutton Engineering Co., 50 Park of Commerce Way, Savannah, Georgia 31405 upon payment of $200.00 (plus shipping charges as applicable) for hard copies and $25.00 for digital copies. Contact Ms. Karen Smulski at (912) 234–5300 or at Smulski.k@tandh.com for questions regarding obtaining plans and specifications. The payment is non–refundable.

The project generally includes the following:

> The construction of sanitary sewer system improvements consisting of the replacement of existing damaged and deteriorated gravity sewer mains along Miller Avenue, 9th Street, and 2nd Avenue. The primary objective of the project is to replace broken and deteriorated sanitary sewer infrastructure to restore the structural integrity, reliability, and functionality of the existing wastewater collection system.
>
> Improvements generally consist of the installation of approximately 2,000 linear feet of new 8-inch PVC gravity sewer piping at varying depths, installation of new sanitary sewer manholes, connections to existing sewer mains and manholes, and the abandonment of existing sewer mains and manholes where indicated. Additional components include saddle manhole connections, flexible boot connections, abandonment of existing 4-inch and 8-inch sewer mains utilizing flowable fill, removal and replacement of existing asphalt pavement, stone bedding, sand backfill, erosion and sediment control measures, and other incidental construction necessary to complete the sanitary sewer improvements.
>
> CONTRACTOR shall be responsible for maintaining existing sanitary sewer service and providing temporary wastewater bypass pumping or other approved means of flow management as necessary throughout construction to prevent interruptions in service and sanitary sewer overflows. Construction activities shall be coordinated to minimize disruptions to surrounding properties, residents, and vehicular traffic. Access shall be maintained for emergency services throughout construction and restored for residents at the conclusion of each day of construction, unless otherwise approved by the OWNER.

Schedule & Special Considerations: Work must be substantially completed within 120 days after the notice to proceed. Work must be completed and ready for final payment within 150 days after the notice to proceed. The commencement date will be established in the contract and is expected to be within 30 days of the award.

Contractor is responsible for furnishing and installing all materials, labor, tools, equipment, and

related services required to complete the project.

1. INSTRUCTIONS TO BIDDERS

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 ITBs 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.

Bidders 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 ITB and any attachments, plans, and/or other related documents can be found on the City's website at https://www.cityoftybee.gov/Bids.aspx. **It is incumbent upon the bidder to check the website for additional information and/or addendums.**

1.1 How to Prepare Bids:

All Bids must be:

a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**

b. Bids must be signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the Bid. ALL SIGNATURE SPACES MUST BE SIGNED.

1.2 How to Submit Bids:

One original, and one electronic copy (usb flash drive) must be submitted in a sealed opaque envelope, plainly marked with the ITB 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 Aleesha Robinson for additional information, at 912–472–5072, or in person at Tybee Island City Hall 403 Butler Ave, Tybee Island, Ga**

- **All Bids 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 bid package to:**

  ALEESHA ROBINSON
  CITY HALL
  403 BUTLER AVE
  TYBEE ISLAND, GA. 31328

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

  ALEESHA ROBINSON
  CITY HALL
  403 BUTLER AVE
  TYBEE ISLAND, GA. 31328

FAXED OR E–MAILED COPIES WILL NOT BE CONSIDERED. BIDS 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 ITB at least seven (7) days prior to the bid due date. The objections contemplated may pertain to form and/or substance of the ITB documents. Objections must be made in writing to the Purchasing agent, Aleesha Robinson, aleesha.robinson@cityoftybee.gov. Email subject line: Objection to ITB #2026-114.

1.4 Errors in ITB responses:

Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications of this ITB before submitting bids. Failure to do so will be at the Bidder's own risk. In case of error in extension of prices in the ITB or bid, the unit price will govern.

1.5 Questions concerning ITB:

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

All questions shall be submitted no later than Wednesday, November 18, 2026, by 5:00 P.M. Questions shall be submitted via electronic mail to Peter Gulbronson, PE, Tybee Island City Engineer (peter.gulbronson@cityoftybee.gov), with a copy to Tyler Davidek, PE, of Thomas & Hutton (Davidek.T@tandh.com). Responses to all questions will be compiled and distributed via electronic mail to registered potential bidders by 5:00 P.M., Friday, November 20, 2026.

Mark subject line on e–mail **"Questions on ITB 2026-114, Gravity Sewer Replacement South Zone 1"**

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

1.6 Addendums to ITB:

Any changes to the conditions or specifications in this ITB must be in the form of a written addendum to be valid. If the City of Tybee Island issues an addendum to this ITB, 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.

Bidder must acknowledge each addendum in the bid. **It is solely your responsibility as a bidder to ensure that you have received all addenda and incorporated the changes into your bid response before submission. Signed addenda must be returned with bid.** 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 bidder but will put the bidder 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 Bid for Contract Award:

City of Tybee Island 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 City of Tybee Island. City of Tybee Island 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, or a bid from a bidder whom investigation shows is not in a position to perform the contract.

2.3 Bidder: Whenever the term "bidder" is used it will encompass the "person," "business," "supplier," "vendor," or other party submitting a bid (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 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 this ITB.

2.5 **Compliance with Laws:** The bidder 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 bids 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 ITB 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 bid 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 ITB.

2.11 Quality: All materials or supplies used for, or the workmanship employed in, any construction necessary to comply with this bid, 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 bidders are required to enter or go onto City of Tybee Island property to take measurements or gather other information in order to prepare the Bid as requested by the City, the bidder will be liable for any injury, damage or loss occasioned by negligence of the bidder, its agent, or any person the bidder 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 bidder 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 bidder, 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 bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

a. The prices in this bid 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 bidder or with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder 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 bid for the purpose of restricting competition.

2.16 Qualification of Business (Responsible Bidder): the Scope of Work, specifications and plans define a responsible Bidder as one who meets, or by the date of the bid 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 bidders 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 bid of any bidder as being unresponsive or un–responsible whenever such Bidder 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.

viii. **Primacy:** The insurance coverages provided are to be primary to insurance maintained by the City (and insurance maintained by us shall be non-contributory to the insurance provided by the selected proposer).

ix. **Waiver of Subrogation:** The insurance coverages provided must also contain an endorsement waiving rights of recovery by subrogation.

2.18 Compliance with Specification – Terms and Conditions: The ITB, 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 Bid and by reference are made a part hereof.

2.19 Signed Bid Considered Offer: The signed Bid will be considered a binding offer on the part of the Bidder, 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 Bidder 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 bidder must not commence work under this ITB 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 Bidder does commence any work or deliver items prior to receiving official notification, it does so at its own risk.

2.21 Protest Policy: Any bidder 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, Aleesha Robinson at Aleesha.Robinson@cityoftybee.gov, with the subject line Protest: ITB #2026-114: Gravity Sewer Replacement South Zone 1 must include the following information:

a. Name, address, email address, and telephone numbers of the protester;
b. ITB 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 Finance Manager at 912–472–5072 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 Bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:

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

b. Whether the Bidder or principals have been terminated for cause or are currently in default on a public works contract;

c. Whether the Bidder 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 Bidder'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, Invitation to Bid (ITB) 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 will render your bid 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 Bidder to notify the City of any documents turned over which contain trade secrets or other confidential matters. A Bidder 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 bids is obtained without the written consent of the bidder 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 Bidder 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 ITB and the bid 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 One-thousand Dollars ($1000) 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 One-thousand Dollars ($1000) 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.

3. BID, PERFORMANCE, AND PAYMENT BONDS:

a. Bid Surety: Each bid must be accompanied by a Bid 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 five percent (5%) of the total contract amount to ensure the bidder will enter into the contract as per bid. Bidder will forfeit this amount should it be offered a contract by the City and refuse or fail to promptly enter into such contract.

b. Performance Bond: 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.

c. Payment Bond: 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.

d. 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.

e. 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.

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:

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:

_____

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:

VENDOR INFORMATION

Vendor Name: _____
Vendor Address: _____
Vendor Phone Number: _____

Sales Contact Information

Contact: _____ Email: _____

Phone: _____ Fax: _____

Address: _____

Accounts Receivable Information

Contact: _____ Email: _____

Phone: _____ Fax: _____

Remittance Address: _____

CERTIFICATION REGARDING DEBARMENT

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

By signing and submitting this proposal, 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. 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," "RFP," 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 Non-procurement 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: _____

CHECK LIST FOR SUBMITTING PROPOSAL

NOTE: All the following items must be submitted with your proposal to be considered "responsive". Remember to follow the Instructions in the Proposal Documents.

COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE PROPOSAL:

1. W-9 _____
2. OCCUPATIONAL TAX CERTIFICATE _____
3. CERTIFICATE OF INSURANCE _____
4. BID BOND _____
5. ELECTRONIC COPY OF PROPOSAL _____
6. CONTRACTOR AFFIDAVIT _____
7. SUBCONTRACTOR AFFIDAVIT _____
8. SAVE AFFIDAVIT _____
9. VENDOR INFORMATION _____
10. DEBARMENT CERTIFICATION _____

