



Town of Tyrone
Attn: Town Manager
950 Senoia Road
Suite A
Tyrone, Georgia 30290
Office: 770-487-4038 | 770-487-4529

REQUEST FOR PROPOSAL

NATURAL GAS-POWERED STANDBY GENERATOR

Bid Number TH-2020-03

You are invited to submit a proposal to the Town of Tyrone, Georgia for a natural gas-powered standby generator for the new Municipal Complex located at 950 Senoia Road, Tyrone, Georgia 30290.

Attached hereto are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from the Town Manager. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by the Town of Tyrone.

Submittals are to be sealed and marked with the bid number, vendor's name, and address as follows:

Natural Gas-Powered Standby Generator TH-2020-03

and delivered to:

Town of Tyrone – Town Manager
950 Senoia Road
Suite A
Tyrone, Georgia 30290

The Town of Tyrone reserves the right to reject any and all submittals, to waive any technicalities or irregularities, and to award contracts based on the highest and best interest of the Town.

REQUEST FOR PROPOSAL
NATURAL GAS-POWERED STANDBY GENERATOR

SECTION I. REQUEST FOR PROPOSAL OVERVIEW

1.0 Purpose

The Town of Tyrone is issuing this Request for Proposal (RFP) for a natural gas-powered standby generator to provide emergency power to vital portions of its new Municipal Complex.

1.1 Information and Timetable

The anticipated schedule for the Request for Proposal is as follows:

Request for Proposal Available	October 29, 2020
<u>Mandatory</u> Pre-Proposal Conference	10 a.m. November 13, 2020 at Town Hall
Deadline for questions	December 7, 2020 by 5:00 PM
Submittal deadline	December 11, 2020 by 4:30 PM, local time prevailing

1.2 Request for Proposal Submission

All copies of the complete signed submittal must be received **by the deadline listed in Section 1.1**. Proposals must be submitted in a sealed envelope stating on the outside: the vendor's name, address, the Request for Proposal Number and title (Natural Gas-Powered Standby Generator) to:

Town of Tyrone – Town Manager
950 Senoia Road
Suite A
Tyrone, Georgia 30290

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:00 AM and 4:30 PM ET, Monday through Friday, excluding holidays observed by the Town of Tyrone.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The submittal must be signed by

a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

1.3 Contact Person and Inquires:

Vendors are encouraged to contact Brandon Perkins, Town Manager, by e-mail to bperkins@tyrone.org to clarify any part of the Request for Proposal requirements. All questions that arise must be submitted prior to five (five) business days before the submittal due date (see 1.1) and shall be directed to the contact person in writing via e-mail. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal.

1.4 Additional Information / Addenda

The Town of Tyrone will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements, or explanations other than those made in this Request for Proposal or in any addenda to this Request for Proposal. Where there appears to be a conflict between the Request for Proposal and any addenda issued, the last addendum issued will prevail.

Addenda will be published on the Town of Tyrone's website at www.tyrone.org/links/bid-items. Vendors are encouraged to check this site regularly for immediate access to issued addenda. Request for Proposal information can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements.

1.5 Late Submittal, Modifications, and Withdrawals

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The Town of Tyrone assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.6 Rejection of Proposals

The Town of Tyrone may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure.

Submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.

1.7 Minimum Acceptance Period

Valid submittals shall not be withdrawn without written permission from the Town of Tyrone and shall remain valid for a period of 180 days from the date specified for receipt of submittals. Requests for withdrawal must be submitted in writing.

1.8 Non-Collusion Affidavit

By submitting a response to this Request for Proposal, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of the Town of Tyrone has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

1.9 Costs Incurred by Vendors

All expenses involved with the preparation and submission of the Request for Proposal to the Town of Tyrone, or any work performed in connection therewith is the responsibility of the vendor(s).

1.10 Request for Proposal Opening

Request for Proposal submittal package(s) will be opened and reviewed by the Town Manager. A list of names of firms responding to the Request for Proposal will be published on the Town of Tyrone’s website at www.tyrone.org, after the Request for Proposal due date and time stated herein.

1.11 Taxes

The Town of Tyrone is tax exempt. The selected vendor will be provided with the State of Georgia Sales and Use Tax Certificate of Exemption number upon request.

1.12 Vendor Information

All submissions shall include a current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Finance Director with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

1.13 Insurance

The selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this project. The minimum requirements are listed in Section 2.5.

1.14 Termination

Federal, State, and other Local government agencies may terminate this Agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this Agreement.

1.15 Anti-Discrimination

By submitting a response to this Request for Proposal, all perspective vendors certify to the Town of Tyrone that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over \$10,000.00 the provisions in 1.15.1 and 1.15.2. apply:

1.15.1 During the performance of this contract, the vendor agrees as follows:

- 1.15.1.1 The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 1.15.1.2 The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer.
- 1.15.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 1.15.1.4 The vendor will include the provisions of the above in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-vendor or vendor.

1.16 Illegal Immigration Reform and Enforcement Act of 2011

Vendors submitting a response to this Request for Proposal must complete the Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the Request for Proposal package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- 1.16.1 The form must be signed by an authorized officer of the vendor or their authorized agent.
- 1.16.2 The form must be notarized.
- 1.16.3 The vendor will be required to have all sub-vendors and sub-sub-vendors who are engaged to complete physical performance of services under the final contract executed between the Town of Tyrone and the vendor complete the appropriate sub-vendor and sub-sub-vendor affidavits and return them to the Town of Tyrone a minimum of five (5) days prior to any work being accomplished by said sub-vendor or sub-sub-vendor. Format for this affidavit can be provided to the vendor if necessary.

1.17 Submission Requirements

To facilitate evaluation of proposals please submit the following:

- 1.17.1 One (1) fully executable (signatures included) electronic copy of the response in PDF format.
- 1.17.2 Three (3) paper versions of the Request for Proposal. The original shall be clearly marked "original".
- 1.17.3 The proposals shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this Request for Proposal.

1.18 Acceptance

Submission of any proposal indicates acceptance of the conditions contained in the Request for Proposal unless clearly and specifically noted otherwise in the proposal.

1.19 Municipal Government

The Town of Tyrone operates with a Mayor and four (4) member Town Council. It is anticipated that the vendor may be required to make one or more appearances at Town Council meetings to answer questions and present results. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

SECTION 2. SUBMISSION REQUIREMENTS

Purpose: The purpose of this document is to provide information to Bidders for submitting a proposal to supply the Town of Tyrone with the services contained within.

2.0 How to Prepare Proposals:

- 2.1 All proposals shall be prepared on the forms enclosed, along with written explanations where applicable.
 - 2.1.1 Typewritten or completed with pen and ink and signed by the Bidder's authorized representative. Each proposal constitutes an offer and may not be withdrawn except as provided herein.
 - 2.1.2 Completed in their entirety containing all information required by the Request for Proposal.
 - 2.1.3 Submitted in a sealed package, plainly marked with the title "**Natural Gas-Powered Standby Generator**" along with the name and address of the Bidder.
 - 2.1.4 Mailed or delivered in sufficient time to ensure receipt by the Town of Tyrone on or before the date and time specified. Request for Proposal's not received by the time and date specified will not be opened or considered.
 - 2.1.5 Contained and organized in a three ring binder that shows the name of the Bidder and the title of the Request for Proposal on the front cover. The contents of the proposal shall be identified with eight (8) tabbed sections, as follows:
 - 1. **Proposal Forms:** This section should include the Proposal Pricing Form, Non-Collusion Affidavit, and the Employment Eligibility Form.
 - 2. **Company Information:** This section should contain the name, address, history, and current description of Bidder.

3. **Financial Information:** This section should contain a copy of the Bidder's Business License, Tax Identification Form W-9, Proof of Insurance, and evidence of bondability.
4. **Experience and References:** This section should contain a description of curbside solid waste collection experience in the State of Georgia. Include at least three (3) references for Town contracts with the same or a greater population than (Tyrone, Georgia). Each reference must include the number of homes served and a summary of the type and frequency of service.
5. **Service Proposal:** This section should describe the Bidder's approach to each of the required services including the, type of equipment to be used, routing strategy, intended disposal site(s), customer service plan, implementation plan, and any operational standards related to hiring, training, and safety. This should also include details of the proposed method of electronic reporting and communications as well as adjustments to service on holidays.
6. **Promotion and Education:** This section should include a description of the Bidder's commitment to promoting, educating, and informing residents of program information and any changes in service. Samples of materials used in other Georgia cities and counties should be included.
7. **Alternate Proposals and Exceptions:** This section should contain a list of items from the standard service requirements that the Bidder is not capable of, or willing to, deliver. This section may also include alternative approaches to the management and service delivery of the Town of Tyrone's solid waste program. Pricing for alternative proposals must also be included in this section.
8. **Miscellaneous:** This section should contain any additional information that the Bidder would like to present.

2.2 Forms Requiring Signature

The following forms shall be included in the proposal submission and must be signed by an authorized representative of the Bidder.

- 2.2.1 **Proposal Pricing Forms:** By signing and submitting the proposal forms, Bidder acknowledges that it understands and accepts, other than those listed as "Exceptions", all of the conditions, requirements and specifications of this Request for Proposal.

2.2.2 **Non-Collusion Affidavit:** By signing and submitting this affidavit, Bidder declares that its agents, officers or employees have not directly, or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

2.2.3 Immigration Compliance Requirements:

2.2.3.1 **E-Verify Requirements:** The vendor hereby verifies that it has, prior to executing this Agreement, executed an E-Verify Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit C, and submitted such affidavit to the Town of Tyrone in person, electronically, or by mail.

2.2.3.2 **SAVE Requirements:** Pursuant to O.C.G.A. § 50-36-1, the Town of Tyrone must obtain a SAVE Affidavit and a secure and verifiable document evidencing the vendor's legal status in the country each time that vendor obtains a public benefit, including any contract, from the Town of Tyrone. The vendor hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit D, and submitted such affidavit to the Town of Tyrone in person, electronically, or by mail. Further, the vendor verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document evidencing the vendor's legal status to the Town of Tyrone either in person or electronically (in compliance with the Uniform Electronic Transactions Act). The vendor verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1). Employment Eligibility Verification: The Georgia Security and Immigration Act of 2006, as of July 1, 2009, requires all contracts with the Town of Tyrone to be accompanied by a certification from the vendor that they comply with the Georgia Security and Immigration Act of 2006. Bidder's must execute and submit a Vendor Affidavit. If Sub-Vendors are engaged, they are required to execute the Sub-Vendor Affidavit. These affidavits are attached.

2.3 Bonding Requirements

Upon execution of the agreement the Bidder shall have 14 days to provide to the Town of Tyrone a Performance Bond in an amount equal to the project amount.

2.4 Indemnification and Hold Harmless: The vendor covenants and agrees to take and assume all risk and responsibility for the work rendered in connection with this Agreement. The vendor shall bear all losses and damages directly or indirectly resulting to on account of the performance or character of the work rendered and materials used pursuant to this Agreement. Vendor shall defend, indemnify and hold harmless the Town of Tyrone, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents from and against any and all claims, injuries, suits actions, judgments, damages losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney’s fees and costs of defense, (hereinafter “liabilities”) which may be alleged or result from the work and materials used, the performance of contracted services, or the actions otherwise of the vendor or any sub-vendor or anyone directly or indirectly employed by the vendor or sub-vendor or anyone else for whose acts the vendor or sub-vendor may be liable, regardless of whether or not the actions are caused in part by a party indemnified hereunder. This indemnity obligation does not include liabilities caused by or resulting from the sole negligence of the Town of Tyrone. These obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this provision. Furthermore, in the event of any and all claims against the Town of Tyrone by any employee of the vendor or any sub- vendor or anyone directly or indirectly employed by the vendor or sub-vendor or anyone for whose acts the vendor or sub-vendor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contract or any sub-vendor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Town of Tyrone shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement or the materials used during the performance of this Agreement.

2.5 General Insurance and Workers’ Compensation

2.5.1 Requirements: The vendor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or the materials used by the vendor, its agents, representatives, employees or sub- vendors. All policies shall be subject to approval by the Town of Tyrone’s Town Attorney as to form and content.

2.5.2 **Minimum Limits of Insurance:** The vendor shall maintain insurance policies with coverage and limits no less than:

2.5.1.1 Commercial General Liability of \$1,000,000.00 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.

2.5.1.2 Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000.00 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.

2.5.1.3 Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000.00 (one million dollars) per accident or disease.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation Employer Liability	Statutory
Bodily Injury Liability (except automotive)	\$1,000,000
Property Damage (except automotive)	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$2,000,000 aggregate
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$2,000,000 aggregate
	\$1,000,000 each person
	\$1,000,000 each occurrence
	\$1,000,000 each occurrence
	\$5,000,000 each occurrence

2.5.3 **Self-Insured Retentions:** Any self-insured retentions must be declared to an approved by the Town of Tyrone so that the Town of Tyrone may ensure the financial solvency of the vendor; self-insured retentions should be included on the certificate of insurance.

2.5.4 **Other Insurance Provisions:** The policy is to contain, or be modified or endorsed to contain, the following provisions:

2.5.4.1 General Liability and Automobile Liability Coverage Requirements:

2.5.4.1.1 The Town of Tyrone is to be covered as and named as additional insured as respects: liability arising out of activities performed by or on behalf of the **vendor**;

materials used in providing the services the subject of the Agreement; products and completed operations of the vendor; premises owned, leased, or used by the vendor; and automobiles owned, leased, hired, or borrowed by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town of Tyrone.

2.5.4.1.2 The vendor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Town of Tyrone. Any insurance or self-insurance maintained by the Town of Tyrone shall be in excess of the vendor's insurance and shall not contribute with it.

2.5.4.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town of Tyrone.

2.5.4.1.4 Coverage shall state that the vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought.

2.5.4.1.5 Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

2.5.4.1.6 The insurer shall waive all rights of subrogation against the Town of Tyrone for the losses arising from work performed by the vendor for the Town of Tyrone.

2.5.4.1.7 All endorsements to policies shall be executed by an authorized representative of the insurer.

2.5.4.2 **Workers' Compensation Coverage:** The insurer providing Workers' Compensation Coverage will waive all rights of subrogation against the **Town of Tyrone** for losses arising from work performed by the **vendor** for the **Town of Tyrone**.

2.5.4.3 All Coverages.

2.5.4.3.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty

(30) days prior written notice (or 10 days if due to non-payment) has been given to the Town of Tyrone. Such prior written notice shall be sent directly to:

Town of Tyrone – Town Manager
881 Senoia Road
Tyrone, GA 30290

Policies shall have concurrent starting and ending dates.

- 2.5.4.4 **Acceptability of Insurers:** Insurance is to be placed with insurers with an A.M. Best rating of no less than A-:VII.
- 2.5.4.5 **Verification of Coverage:** The vendor shall furnish the Town of Tyrone with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by the vendor's insurer in its normal course of business and shall be received and approved by the Town of Tyrone prior to execution of this Agreement by the Town of Tyrone. The Town of Tyrone reserves the right to require complete, certified copies of all required insurance policies at any time. The vendor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- 2.5.4.6 **Claims-Made Policies:** The **vendor** shall extend any claims-made insurance policy for no less than six (6) years after termination or final payment under the **Agreement**, whichever is later.

SECTION 3 – PROJECT SCOPE

- 3.1 Project Description:** The successful Bidder will provide and install a natural gas-powered standby generator and any necessary additional related equipment at the Town's new Municipal Complex located at 950 Senoia Road, Tyrone, Georgia 30290.

The facility was designed for vital areas (police department, conference room, break room, etc.) to be serviced by a generator during emergencies. Consequently, a generator pad and underground conduit to the main electrical room were installed during construction.

The project's electrical engineer has established that a 100KW unit is needed.

A concrete pad for the generator was constructed with the building. The specs for the generator pad are as follows:

- 10'x20'
- 12" thick

- 3.2 Natural Gas Service:** The Town has already begun working with its natural gas service provider to have a meter installed at the generator site.

SECTION 4 – SUBMISSION FORMS

- 4.1 The following forms must be included with each Bidders submission.
1. Execution of proposal
 2. Non-Collusion Affidavit
 3. Addenda Acknowledgment
 4. Georgia Security and Immigration Compliance Act Affidavit
 5. Proposal Pricing Form



EXECUTION OF PROPOSAL

DATE: _____

The potential vendor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.

- ___ That the potential Vendor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

- ___ That all labor costs associated with this project have been determined & detailed in the proposal, including all direct and indirect costs.

- ___ That the potential Vendor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Contact Representative

Operational Contact Representative

Vendor's Name Federal ID #

Address

Phone Fax

Email

Authorized Signature Date

Typed Name & Title



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative/Title
(Print or Type)

Authorized Representative
(Signature)

(Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

_____ [NOTARY SEAL]
Notary Public

My Commission Expires: _____

* **or any subsequent replacement** operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-60



PROPOSAL PRICING FORM

Equipment Cost

Generator and related equipment:

\$ _____

Installation Cost

\$ _____

Total Cost

\$ _____



NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany

the bid: STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm

Company Name, Address, City and State

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the Town of Tyrone or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the Town of Tyrone or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Firm Name

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public: _____