

**REQUEST FOR PROPOSAL**  
**UP-FIT OF POLICE EQUIPMENT**  
**FOUR (4) PATROL VEHICLES**  
**(Vehicles Provided-2019 Police Charger)**  
**CITY OF MAULDIN**  
**RFP Bid Number PD421-18004**

NOTICE IS HEREBY GIVEN beginning on Wednesday, **November 26, 2018** that the City of Mauldin, State of South Carolina will receive sealed bids until Wednesday, **4:00 PM on December 19, 2018.** Bids will be opened on Thursday, **December 20, 2018 at 10:00 AM** and read at Mauldin City Hall, 5 East Butler Road, Mauldin South Carolina.

The City requests your sealed competitive bid to furnish the items prescribed in the specifications listed in the request for proposal. Our bid number **PD421-18004** must be written on the lower right corner of the bid envelope (see special instructions).

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M. Bryan Turner, Interim City Administrator

**Special Instruction**

1. Vendors sealed bids must be received no later than **December 19, 2018 by 4:00 PM** at Mauldin City Hall. Proposals will be opened on **December 20, 2018 at 10:00 AM**. Vendors are invited to be present or send representatives. The City anticipates making a decision on or before **January 03, 2019**. If the decision date is extended, the delivery clause will equal same. **Do not email your proposal.**
2. Vendors shall submit an all-inclusive proposal for all of the vehicles. Each Vendor shall comply with all provisions and instructions contained within this RFP. Proposals may be rejected if they show any omissions, conditional bid, or any irregularities of any kind.
3. Any deviation from the minimum specifications MUST be noted in detail and submitted in writing with this proposal. Completed specifications should be attached for any substitutions offered or when amplifications are desirable or necessary. If specifications or descriptive papers are submitted with the proposal, the Vendor's name should be clearly indicated on each document.
4. Vendors must specify if they intend to use subcontractors to fulfill any requirements contained in this solicitation (graphics sub-contractor required). The name, address, contact person to include the parent company, if applicable will be submitted in writing for each subcontractor and submitted with each sealed bid. Sub-contractors will be paid by the awarded Vendor. The awarded Vendor will maintain responsibility for the quality of work provided by each sub-contractor.
5. Vendors must include the name of their firm, address of office responding, telephone number, fax number, contact person, e-mail (if any), and historic information on establishment including parent company, if applicable.
6. Provide at least three and no more than five examples of similar contracts provided to other government institutions or companies. For each contract, specify the date of the services provided a contact person and phone number who may be used as a reference. Include a release to talk to these references, with authorizing signature.
7. The bid price presented shall be for the total contract and shall be broken down by specification to include all itemized cost and charges. Any surplus material or equipment supplied by the City shall reduce the net cost by-line.

City of Mauldin Request for Proposal – Police Car Outfitting

8. One original document signed by an official to bind the company, and two (2) copies of your completed proposal must be received in a sealed envelope by 4 PM on December 19, 2018. Proposals may be mailed, couriered or hand delivered.
9. No proposal received after 4 PM on December 19, 2018 will be considered.

Each sealed proposal shall be properly addressed with the name of the Vendor and the item description “**Bid Number PD421-18004**” written on the outside of the package and delivered to:

**Sandra Cox**  
**City of Mauldin**  
**P.O. Box 249**  
**5 East Butler Road**  
**Mauldin, S.C. 29662**

10. Questions concerning the specifications contained in this solicitation should be directed in email to the following contact person:

Sergeant Sam Harrell  
Mauldin Police Department  
864-289-8900 Office  
864-289-8944 Voice Mail  
[sharrell@mauldinpolice.com](mailto:sharrell@mauldinpolice.com) (best)

## City of Mauldin Request for Proposal – Police Car Outfitting

### Information for Bidders

#### **Background and Overview**

The City of Mauldin has ordered for purchase, four, 2019 Dodge Charger Police vehicles. These vehicles will be sent to a third party to be fitted with necessary emergency equipment. This may include but not limited to computer mounts, video systems, emergency lighting and sirens and consoles.

With the vehicles on order, the provided RFP bid award will be valid through March 31, 2019.

The City of Mauldin reserves the right to reject any and all bids and is not bound to accept the lowest bid, if in the opinion of the City Administrator; such award would not be in the best interest of the City of Mauldin.

All bids must be itemized on the provided worksheet. The City of Mauldin reserves the option of providing surplus or purchased equipment for installation reducing the net cost “by line item”.

The following is description of the equipment the City is interested in obtaining and having installed. It is requested that each interested Vendor submit a proposal for the requested service.

#### **Delivery of Goods and Service**

Vehicles will be inspected by a designee of the Chief of Police prior to accepting. Considering this is a new model year car and no major changes the material for this project should be readily available.

On notification and acceptance of this bid award, the Vendor will complete the up-fit within 6 weeks of delivery of the vehicles to the bid awardee. This will include the vehicle graphics. We would suggest this be coordinated with the graphics vender immediately on award. All vehicles will be completed within 10 days of agreed upon date.

#### **Cost Liability**

The City of Mauldin assumes no responsibility for cost incurred by bidders in the preparation and submittal of proposals in response to this RFP.

#### **Contents of Proposal**

The entire content of every bid proposal will be publicly opened and becomes public record.

#### **Price Alterations**

Bid prices must be typed or written in ink. Any price changes (including “white-outs”) must be initialed. Failure to validate corrections may preclude and award being made to the bidder.

**Purchases from other Sources**

The City reserves the right to provide any surplus items meeting the desired specification and that line cost will be removed from the final invoice. The City reserves the right to omit any line prior to award, notifying the winning bidder of removal with the same applying to the installation of surplus equipment.

**Question Protocol**

Discussion may be conducted with apparent responsive bidders for clarification to assure full understanding of the requirements of the invitation to bid.

For Vehicle / Equipment Specification or Clarification:

Sergeant Sam Harrell Fleet Coordinator [sharrell@mauldinpolice.com](mailto:sharrell@mauldinpolice.com) (best)

864-289-8944 V.M.

Sergeant Chris McCord IT Coordinator [cmccord@mauldinpolice.com](mailto:cmccord@mauldinpolice.com)

**Bidder Responsibility**

Each bidder shall fully acquaint themselves with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure to acquaint themselves with existing conditions shall in no way relieve them of any obligation with respect to this bid or the contract (Bidder may inspect a similar fleet unit on request and appointment).

**It is recommended that the winning bidder maintain contact with the Fleet Coordinator and/or the IT Coordinator regarding installation and location of equipment.**

**Warranty(s)**

The Vendor will provide the City with all manufactures warranties for all equipment included in the specifications. A written warranty for all installation work performed will be provided and attached to the **Itemized Worksheet** to include:

A guarantee, that should any equipment be damaged as a result of faulty installation, the Vendor shall replace or repair the equipment to its original operational state. This warranty shall be for a minimum of one year following delivery of the vehicle to the City.

Warranty labor repairs shall be performed at Mauldin City when possible. Cost of vehicle transport outside surrounding counties will be the responsibility of the Vendor.

All LED lighting should have a minimum manufacturer warranty of five (5) years.

**Other**

Winning bidder will provide on delivery, detailed explanation of equipment installation. All four vehicles will be wired the same and location of equipment will be the same. A wiring schematic will be provided on delivery to include photographs of wiring and location of connections, fuse block in any, location of modules, battery saver, and radar base. All manufacture paperwork and extra provided parts will be put in packets and left in the cars. A summary of all equipment with model and serial numbers of ALL equipment will be provided. Vehicle unit numbers will be provided by Sergeant Harrell.

**Insurance**

The successful firm must meet and provide on request proof of compliance with City and State requirements for insurance and workers' compensation. Awarded bidder shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker's Compensation, Comprehensive General Liability and Professional Liability. The General Liability Insurance required of the awarded bidder shall be specifically endorsed so that it is Primary Insurance as to all named insured with respect to all claims arising out of operations by or on behalf of the named insured. If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis.

**Award**

Award of the contract is may be subject to City of Mauldin Council approval. The City award will be made within thirty (30) days after the date of the proposal opening, or any mutually agreed extension thereof. Nothing in this section shall prevent the City from making the award earlier than (30) days.

**Indemnification**

The awarded bidder shall indemnify and hold the City of Mauldin, its trustees, officers, agents and employees harmless from all liability, claims, liens, losses, or causes of action for property damage, personal injury or death, or other damages, judgments, costs, damages and expenses of any kind, including costs and reasonable attorneys' fees, which may in any way be suffered by the City or any of its trustees, officers, agents and employees, or which may accrue against or be charged to or recovered from the City or its trustees, officers, agents and employees which may arise or which may be alleged to have arisen out of or in connection with the work covered by the RFP. The awarded bidder shall defend all such claims in the name of the City and shall pay for all reasonable attorney's fees and expenses of the City incurred as a result thereof.

**Standard Solicitation Provisions**

**Notification of Contract Award:**

The only way for a respondent to receive a notification of contract award is to include a self-addressed stamped envelope with the responses to this solicitation. A valid e-mail address is recommended.

**Discussions / Negotiations:**

By submission of a bid, the Vendor agrees that during the period following issuance of a bid and prior to the award of the RFP, the Vendor will not discuss this procurement with any party except the listed contact person, Police Department Command Staff or the City Administrator.

**Bid rejection / Cancellation:**

The City reserves the right to reject any and all bids or parts of bids, and to cancel the solicitation.

**Bidder Qualification:**

Bidders must, upon request of the City, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The City reserves the right to make the final determination as to the bidder's ability to products or services requested herein.

**Solicitation Amendments:**

All amendments to and interpretations of the solicitation shall be in writing from the City contact person or City Administrator. The City shall not be legally bound by any amendment or interpretation that is not in writing.

Each bidder shall fully acquaint themselves with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure to acquaint themselves with existing conditions shall in no way relieve them of any obligation with respect to this bid or the contract (Bidder may inspect a similar fleet unit on request and appointment).

**It is recommended that the winning bidder maintain contact with the Fleet Coordinator and/or the IT Coordinator regarding installation and location of equipment.**

**Debarments / Suspension:**

By submission of a response to this solicitation, bidders are certifying that they are not debarred from doing business with any other governmental entity and are not in default to the City of Mauldin.

**Risk of Loss:**

The bidder shall assume all risk of loss, and shall maintain insurance coverage on all items installed, and property owned by the City up to the time of final acceptance.

**Award Criteria:**

Contracts shall be awarded to the lowest responsible bidder. In determining the “lowest responsible bidder”, in addition to price, the City shall consider the following:

1. The ability, capacity, skill, and financial resources of the bidder to perform the contract or provide the goods and services required
2. Whether the bidder can perform the contract or provide the goods and services promptly, or within the time specified, without delay or interference
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder
4. The quality of performance and compliance by the bidder with laws and ordinances relating to previous contracts or services
5. The quality, availability, and adaptability of the supplies or contractual services to particular use required
6. The ability of the bidder to provide further maintenance, parts, and services for the use of the subject of the contract
7. The number and scope of conditions attached to the bid
8. The quality and suitability of a product or service for the intended use based on past performance
9. The initial cost and related cost for the life of the item
10. The ability, capacity and skill of the Vendor to train personnel

When the award is not given to the lowest bidder, a full and complete statement of the reason for placing the order or service elsewhere shall be prepared and filed with the papers relating to the



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transaction and reported to the City Administrator for his reference and reporting to council if required.

### **Tie Bids:**

If all bids are received for the same amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder (within the City of Mauldin) provided that the local bidders shall receive a 2% preference. If two or more such bids are submitted by local Vendors, the purchasing agent shall award the contract by drawing lots in public. If local bidders are not involved in the tie bids, the purchasing agent shall forward the contract to the outside bidders by drawing lots in public.

### **Competition:**

This solicitation is intended to promote competition. If the language, specification, terms, conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Vendor to notify the City Administrator in writing so as to be received ten (10) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

### **Tax Credit Availability:**

Vendors interested in income tax credit availability of subcontracting with certified minority firms should contact the Office of Small and Minority Business Assistance.

### **Indemnification:**

The City, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any material furnished by the Vendor provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the material in a manner outlined by Vendor in descriptive literature or specifications submitted with the Vendor's proposal.

### **Records Retention and Right to Audit:**

The City shall have the right to audit the books and records of the Vendor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment to the Vendor. The Vendor shall make available to the City or its authorized representative access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Vendor shall be made available for auditing purposes at no cost to the City.

**General Contract Clauses**

**Default:**

In case of default by the RFP awardee, the City reserves the right to purchase any and all items in default in the open market, charging the awardee with any additional cost. The defaulting awardee shall not be considered a responsible bidder until the excess charge has been satisfied.

**Non-appropriations:** Any contract entered into by the City resulting from this bid invitation shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**Contract Administration:**

Questions or problems arising after award of this RFP shall be directed to the City Administrator.

City Administrator,

City of Mauldin

P.O. Box 249

Mauldin, South Carolina 29662

**Force Majure:**

The contractor shall not be held liable for excess cost if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond control and without fault or negligence of the Vendor. If the failure to perform is caused by default of a subcontractor, and if the default arises of causes beyond the control of the contractor or subcontractor, and without fault or negligence of either of them, the contractor shall not be held liable for any excess cost obtainable for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in a sufficient time to permit the contractor to meet the required delivery schedule.

**Save Harmless:**

The successful bidder shall indemnify and save harmless the City and all city officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright. The bidder shall have no liability to the City if such patent, trademark, or copyright infringement or claim based upon the bidders use of material furnished to the bidder from the City.

**Publicity Releases:**

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Awardee agrees not to refer to award of this RFP in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

### **Quality of Product:**

Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging for the information technology procurements, if the items that are other than new are desired to be bid, the bidder must obtain written permission to bid such items at least 10 days in advance of bid opening from the City Administrator.

### **Governing Law:**

The agreement and any dispute, claim, controversy relating to the agreement shall in all respects be interpreted, construed, enforced, and governed by and under the ordinances of the City of Mauldin and the laws of the State of South Carolina. All disputes, claims or controversies relating to the agreement shall be resolved exclusively by the City Administrator in accordance with City ordinance and / or State law, or in the absence of jurisdiction, only the Court of Common Pleas for, or a Federal Court located in Greenville County, State of South Carolina.

### **Terminations:**

Subject to the conditions below, the contract may be terminated for any reason by the City providing a thirty (30) days advance written notice is given to the contractor.

1. For Convenience – in the event that this contract is terminated or cancelled upon request and for the convenience of the City without the required thirty (30) days advance written notice, then the City may negotiate reasonable termination cost, if applicable.
2. For Cause – termination by the City for cause, default, or negligence on the part of the contractor or their sub-contractor shall be excluded from the foregoing conditions; termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default clauses in this bid apply.
3. Affirmative Action- the successful bidder will take affirmative action in complying with all Federal and state requirements concerning fair employment and employment of handicapped, and concerning the treatment of all employees, without regards or discrimination by reason of race, color, religion, sex, national origin, or physical handicap. The following are incorporated herein by reference: 41C.F.R. 60-1.4, 60-250.4 and 60-741.4.

### **Contract Amendments, Modifications and Change Orders:**

Any change orders, alterations, amendments or modifications hereunder shall not be effective unless reduced to writing and approved by the City Administrator and the Contractor

### **Protection of Human Health and the Environment:**

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The City requires all contractual activities to be in compliance with local, state and federal mandates concerning the protection of human health and the environment. Any contractor doing business with the City will be required to document compliance and specify prudent practices used by the contractor and their subcontractors to address applicable mandates including, but not restricted to “ The Hazard Communication Standard” OSHA CFR 1910.1200 (SCRR Article 1, 71-1910.1200).

### **Payment for Goods and Services:**

Payment for goods and services received by the City shall be processed in accordance with local ordinances and policies.

### **Scope of Work**

Installation of all specified equipment, all equipment requiring DC power will be wired as to not interfere with factory wiring. **Police accessory plugs will be utilized as per Chrysler specification and those adapter plugs are provided.**

The camera system (WatchGuard DV-1) MUST be hardwired directly to the battery as per instructions provided by the manufacture. Siren, lights, console outlets, thermal printer and radio to be wired through the battery saver set at two (2) hour shutdown. The remote, three outlet plug with switch must be hardwired directly to the battery. The radar unit and MDT Computer power supply will be used with the 3 Outlet connector. If the console has separate outlets they will be connected to the power saver.

### **Street Ready Package**

Specific branding and/or part numbers are for Vendor reference only to identify a comparable product to meet requested specifications unless otherwise noted.

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### 1. Light Bar LED:

- a. Thin low profile, clear lenses.
- b. Front and corner view is all blue
- c. Take downs, left and right alley lights white light
- d. Take downs wig-wag when blue active until take down active
- e. Rear view is blue/amber. Rear MUST include directional capability.

### 2. Other LED (all blue) lights:

See Diagram Page for LED Mounting Locations

- a. Two, 180 view mounted on each side of push bar
- b. Two, LED mounted in or on front of push bar
- c. Two, 3 or 4 inch LED or hide-a-way with surface mount, each side on fog lights
- d. Two, 3 or 4 inch LED mounted each side, inside, rear deck, rear window
- e. Two, 3 inch LED mounted at each side, inside trunk open (active on open with rear flash)
- f. LED hide-a-way mounted each side back up lights

### 3. Light and Siren/PA Control: (Front, rear, and directional controls must be separated)

- a. Controller (Remote mount)
- b. Siren Speaker 100 w/Mount

### 4. Headlight/Spotlight, Flasher:

- a. Flasher not needed on the Dodge Charger (pre-wired, must be connected to control box)
- b. Unity® Par 46 Spotlight LED Insert (Bulb Only)

### 5. Push Bar

- a. Center only (not wrap around) Must have a minimum of two LED mounted inside top bar and one LED on each side of bar.  
(Example: Westin® 36-2035 or Setina® PB450 Lighted)

### 6. Center Console

Console must facilitate: Radio, light/siren controller, cup holder, Printer/Armrest

MDT mounted center and swivel to make it passenger friendly. (Example: Gambler Johnson 7160-0220)

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MDT/Laptop Screen Saver

Printer Stand / Arm rest (See Gambler Johnson 7160-0430)

Equipment specific face plates as required (radio, etc.)

### 7. Other

a. Three outlet (lighter), with switched power. (Example: Chiefs Supply Part #BR930)

b. Power supply controller (Battery Saver) Programmed to shut down at 2 hours

c. Hand held DL/Registration Scanner (Ltron 4910 or newer)

d. Brother Thermal Printer with 12-volt hard wire power supply (PJ722 or newer)

e. Three, magnetic mount mic holders (MMSU-1 Magnetic Mic)

### 8. Prisoner Partition / Compartment:

a. Partition must be “space-saver style” allowing for full function driver seat.

b. Must have center recessed for dual rifle/shotgun mount

c. Lower partition panels (prevent material/feet getting under seats)

d. Transport seat with seat belt extension (Must be NHTSA rule 208 compliant)  
<https://www.gpo.gov/fdsys/pkg/FR-1998-01-26/html/98-1785.htm> )

e. Floor pan with wash-outs

### 9. Shot-gun/Rifle Rack:

a. Vertical partition mount w/electric or frequency release

### 10. Radar Unit:

The City will be providing the following for installation:

Kustom Signals: Golden Eagle II Dual Ka-band

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11. Two Way Radio:

Radios and Antenna kit will be supplied by the City for installation

For order of faceplate mounts: XPR5550e Motorola

12. In-Car Camera System:

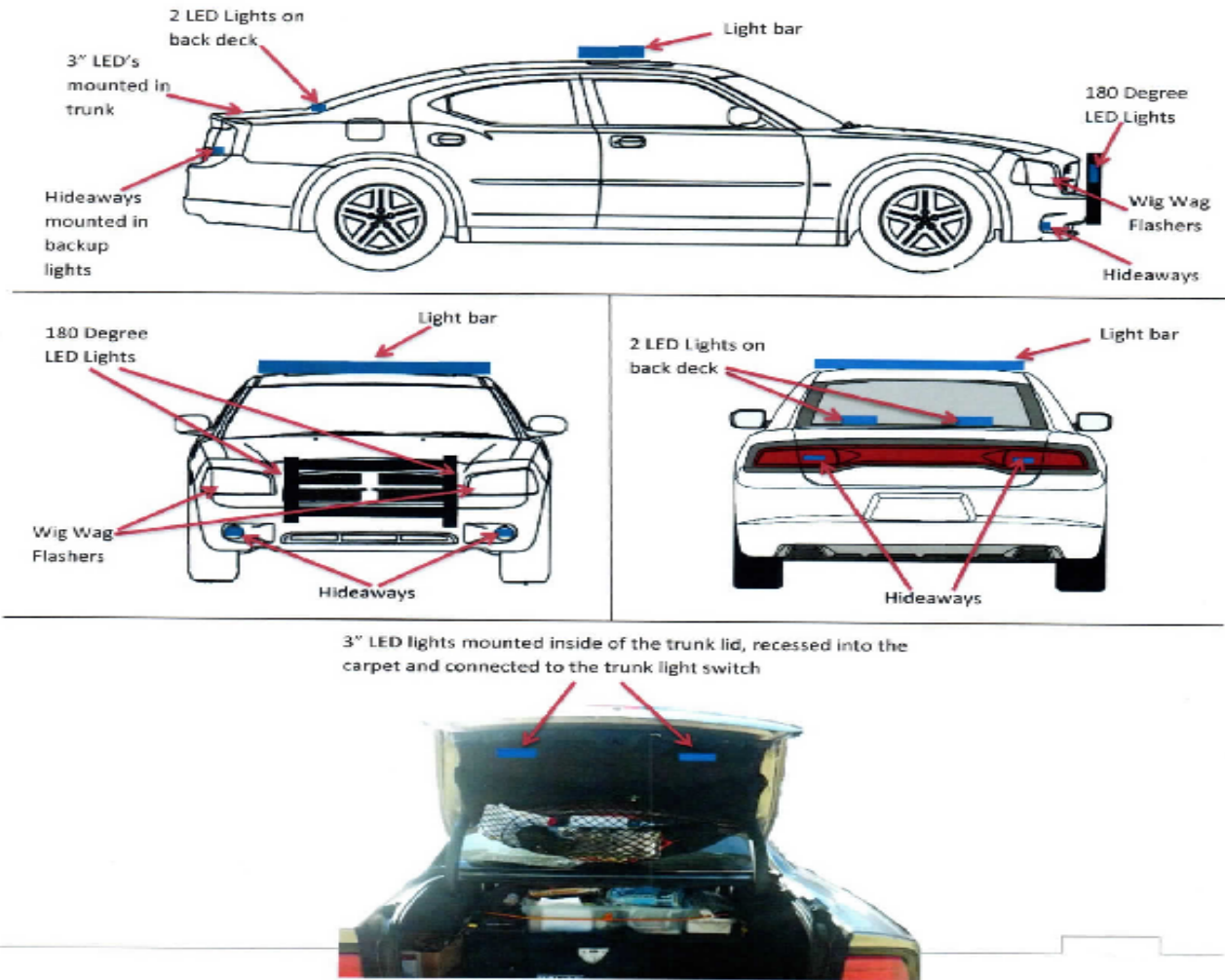
The city will be providing the camera for installation.

WatchGuard DV-1 Overhead Mount

13. Graphics:

- a. Mauldin Police graphics package MUST be done at Global Graphics (864-587-9821)
- b. Awarded Vendor will pay Global direct for this service (\$600 per vehicle). Awarded Vendor will coordinate with Mauldin Police Department to make arrangements for pick-up and delivery to Global Graphics. Vendor's discretion for installation before or after equipment installs.

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**It is recommended that the winning bidder maintain contact with the Fleet Coordinator and/or the IT Coordinator regarding installation and location of equipment.**



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I, \_\_\_\_\_, am the duly authorized agent for,  
\_\_\_\_\_, which has submitted a proposal to  
the City of Mauldin for the Mauldin Police Departments up-fit of four patrol cars. This proposal  
includes labor and material as specified.

ACKNOWLEDGED AND AGREED TO:

SIGNED: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

City of Mauldin Request for Proposal – Police Car Outfitting

REFERENCES

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

\_\_\_\_\_ Authorized \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

\_\_\_\_\_ Authorized \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

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CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

\_\_\_\_\_ Authorized \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

\_\_\_\_\_

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A F F I D A V I T

In the State of South Carolina , County of \_\_\_\_\_

being duly sworn, deposes and states:

That (s)he is a(n) \_\_\_\_\_ of \_\_\_\_\_,  
(Partner, Officer, Principal, etc.) (Name of Firm/Company)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of affidavit or of any other bidder, or to fix the overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Mauldin or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of Bidder (if bidder is an individual):\_\_\_\_\_

Signature of Partner (if bidder is a partnership):\_\_\_\_\_

Signature of Officer (if bidder is a corporation):\_\_\_\_\_

SUBSCRIBED and SWORN to before me:

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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