



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bids

DATE: 6/11/2024

ID Number: 2935 Title: One (1), Kenworth T380 Series Conventional 2024 or Newer model, new, unused, Dual Rear Wheel, Cab, 33,000 GCW Truck Chassis with T380 Aero Hood.

Due Date/Time: July 10, 2024 at 11:15 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 3401
6 S. Congress St., York, SC 29745

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: July 3, 2024 by 4:00 p.m.

Tentative Date of Award: August 19, 2024

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

It is the intent of these specifications to describe (1) One Kenworth, new/unused T380 Series or equivalent, Conventional 2024 or Newer model, new, unused, Dual Rear Wheel, Cab, 33,000GCW Truck Chassis with T380 Aero Hood. It is intended that the trucks be of conventional design.

1.2 Specifications

A. CAPACITY: Minimum GCW of 33,000 lbs.

B. ENGINE: The following shall be supplied in addition to, or in place of, the regular equipment:

1. The truck shall be equipped with PACCAR PX-9 360EV Engine,360@1650,1150@1200, 2024
 - a) Emergency Vehicle, With Turbo Exhaust Brake (VGT Brake)
 - b) N09420 C333 0.....Reserve Speed Limit Offset (
 - c) N09380 C334 0.....Maximum Cycle Distance (N202
 - d) N09360 C400 252...Reserve Speed Function Reset
 - e) N09200 C399 120...Standard Maximum Speed Limit
 - f) N09400 C401 10....Maximum Active Distance (N20
 - g) N09220 C402 0.....Expiration Distance (N207)
 - h) N09540 C395 0.....Expiration Distance (N209)
 - i) N09260 C121 75....Max Vehicle Speed in Top Gear
 - j) N09440 C234 NO....Engine Protection Shutdown
 - k) N09460 C231 NO....Gear Down Protection
 - l) N09580 C133 5.....Idle Shutdown Time
 - m) N09680 C233 NO....Idle Shutdown Override
 - n) N09480 C132 1400..Max PTO Speed
 - o) N09300 C128 75....Max Cruise Control Speed
 - p) N09500 C239 NO....Cruise Control Auto Resume
 - q) N09520 C238 NO....Auto Engine Brake in Cruise
 - r) N09780 C190 80....High Ambient Temperature Threshold
 - s) N09740 C188 40....Low Ambient Temperature Threshold
 - t) N09760 C189 60....Intermediate Ambient Tempera
 - u) N09720 C382 YES...Enable Hot Ambient Automatic
 - v) N09600 C396 YES...Enable Impending Shutdown Warning
 - w) N09620 C397 60....Timer for Impending Shutdown
 - x) N09640 C206 35....Engine Load Threshold
 - y) N09560 C225 NO....Enable Idle Shutdown Park Brake
2. EPA Emission warranty engine,
3. Premier Spec
4. Gearing analysis: Performance

5. Customer's Typical Operation SPD: 68 MPH (NFPA 1910)
6. Engine idle Shutdown Timer Disabled
7. Eff EIST NA Expiration Miles
8. Air Compression: Cummins 18.7 CFM
9. Air Cleaner: MD Composite Engine Mounted,
10. Air Inlet Ember Separator NFPA Compliant for fire application,
11. Fan Hub: Horton On/Off for PX-9,
12. Cooling Module: 2.1 MD – Aero Hood,
13. Bug Screen: Behind Grill,
14. EXH Single Can 2024 RH under cab on RH side-of-cab, vertical tail pipe
15. Tailpipe: 5 IN single 30in 45 Degree Curved,
16. Fuel Filter: PACCAR 2.1 MD For PX-9,
17. Run Aid: Fuel Heat *for Fuel Filter
18. Start Aid: 12V Heat * for Fuel Filter,
19. Kenworth Fuel Cooler
20. Block Heater: PACCAR 120 V 1000 for PX-9,
21. Retarder: Jacobs For PX-9 with 3 way switch,
22. Alternator: Delco 40SI 320 AMP Brushless with Battery Voltage sense
23. Batteries: 2 AGM GP 31 Threaded Post 1850 CCA for 2.1 M with in Cab Battery BOX (ICBB) only.
24. Mitsubishi 105P55 12V starter PX PACAR12 Volt Electrical system.
25. 12v Low Voltage Disconnect for battery protection
26. Cab Power Cutoff SW on cab floor NFPA compliant- Engine shut off includes gauge.
27. Jump start terminals under hood
28. Remote PTO/throttle, 12-pin, 250k, Back of cab OR back of sleeper, J1939, Remote Control Provision

COMPLY _____ EXCEPTION _____

C. Transmission & Clutch: The following shall be supplied in addition to, or in place of, the regular equipment:

1. Transmission: Allison 3000 EVS 6-speed with PTO, Provisions at 4 and 8 o'clock. 6th Generation control. Includes heat exchanger & oil level sensor. Emergency Vehicle series for vocational application. Transynd transmission fluid is standard on all Allison 100, 200, 300 & 400 series transmission.
2. Driveline: 3 Dana standard-duty: 2 center bearing *standard duty is 1710 series.
3. Two Heavy-Duty One-Piece Aluminum Cross members the Option upgrades existing cross members. The cost does not include the center bearing and bracket. Cross member location will be accordance with Kenworth engineering standards, using the major components specified on the DTPO.

COMPLY _____ EXCEPTION _____

D. Front Axle and Equipment:

1. Hendrickson steerer Front axle 12.5 Rated @ 12k, Standard Track 3.32 in Drop.
2. Front Brakes: 14.6 K Bendix Air Disc Brakes Lube Free,
3. Splined Rotor for Front Air Disk Brakes for Use with Iron Hubs.
4. Front Hub: Iron Hub Pilot 14,600 LBS. 11-1/4 in. Bolt Circle. For Use w/ air dis brakes. add wheel guards (5855002) w/ aluminum wheel.
5. ConMet PreSet Plus Hub Package: Front Axle.
6. Hubcap: Front Vented.
7. Slack Adjusters included W/Front axle or Brakes. Also use with Disc brakes.
8. Front Springs: Taper leaf 12 K w/shock absorbers. With Maintenance-Free elastomer spring pin bushings,
9. Single Power Steering Gear: 13.2 For Air Brakes.
10. Threaded Front Spring Bushings in Place of Elastomeric.

COMPLY _____ EXCEPTION _____

E. Rear Axle & Equipment:

1. Dana S21-140 21 K Rated Capacity –Single Rear Axle w/Air Brakes.
2. Rear Axle Ratio- 5.57.
3. Single Rear Brakes 16-1/2x7 IN. Bendix ES-extended service S-cam.

4. Single Rear Brake Drums: Cas S-Cam Single for use with 15 x 8.65", 16.5x&" or 16.5X8.625" Brake.
5. Single Rear Hubs: Iron Hub Pilot 26K; 11.25" Bolt circle. Requires "R" series outer ends.
6. ConMet PreSet Plus Hub Package: Single Rear Axle.
7. Single Rear Axle Automatic Slack Adjusters. For use with Drum brakes.
8. Spring Brake: 3030 Long Stroke Single 3 IN. Travel. For drum brakes. Helps keep brakes in adjustment longer.
9. Bendix 4S/4M Anti-Lock Brake System.
10. Rear Suspension: Single Reyco 79KB Taperleaf 23K with helper spring. Medium-duty. Unladen Height: 11.4 IN. Laden Height: 9.7 IN. .
11. Bolted Rear Suspension Cross members for Reyco 79KB Replaces Medium Duty Standard.

COMPLY _____ EXCEPTION _____

F. Tires & Wheels:

1. Front Tires Goodyear Endurance RSA 11R22.5 16PR
2. Rear Tires: Goodyear G182 RSD 12R 22.5 16PR. 43.4 in. diameter, all Position 20.4 IN SLR Code is priced Per Pair of tires.
3. Rear Tire Quantity: 4
4. Front Wheel: Accuride 43644 22.5x8.25 AL Hub-pilot mount standard Polish
5. Rear Wheel: Accuride 43644 22.5x8.25 aluminum hub pilot mount standard polish
6. Rear Wheel/ Rim Quantity: 4

COMPLY _____ EXCEPTION _____

G. Frame & Equipment:

1. Frame Rails: 10-5/8 x 3-1/2 x 5/16in. Steel to 308 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu. In., RBM is 1776,000 in-LBS per Rail. 120,000 PSI Yield. Heat treated. Frame rail Availability may be restricted based upon application, axle/ suspension specifications capacity, fifth wheel setting, or component/ dimensional specification. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.

2. Bumper: Aerodynamic Chrome Requires a Bumper setting code.
3. 40in Bumper Setting. Requires a Bumper Code
4. Front tow loops: Two
5. Custom Frame layout: one Chassis CFL A/D: PTO to Back of clean Space for generator, CFL A/T: PTO to back of cab Clean space for generator
6. In-Cab Steel Battery Box: Under Rider Seat or in-stand-alone box. Include 1 battery disconnect switch.
7. InCAB Battery Box Location: under Rider Seat
8. Heavy-Duty One-PC Aluminum Intermediate/Fill-in crossmember.
9. DPF/SCR Box Natural End Plates and Natural cover.
10. Heavy-Duty One-PC Aluminum Intermediate/ Fill-in cross member
11. Heavy-Duty 5-Piece Rear Cab Support, Bolted assembly Huck Fastened to Frame.
12. Square End-of –Frame E/O Crossmember: Non-Towing

COMPLY _____ EXCEPTION _____

H. Fuel Tanks & Equip:

1. 50 US Gallon D-Shape Rectangular Aluminum Under fuel tank, replace, with non-slip step
2. Small DEF tank, 5.5 Gallons
3. DEF to Fuel Fill Ratio 2:1 or Greater.
4. DEF Tank Location is LH Under Cab
5. Location; 50 Gal Fuel tank LH Under Cab

COMPLY _____ EXCEPTION _____

I. Cab & Equipment:

1. Cab: Stamped Aluminum with Curved Windshield LED Markers. Requires Separate Roof Code.
2. Hood: Short Aero w/Chrome Crown
3. Ember Filter For Cabin Air. Used to keep ember out of the HVAC filter Element. Can not be used with code 8108002

4. Cab HVAC- Day Cab with Defrost, A/C, And 48,00 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard.
5. Steering Wheel: 18 in. 4-Spoke.
6. Adjustable Telescoping Tilt Steering Column.
7. 5 Sets of Keys. Replaces Standard 2 Sets of Keys
8. Off-Highway Dash Switch: For ABS System. Includes indicator light
9. Five Spare Switches: Wired to Power.
10. Gauge: DD Virtual Gauge - Air Filter Restriction
11. Gauge: DD Virtual Gauge – Engine PTO Hour
12. Gauge: DD Virtual Gauge - Manifold Pressure Boost
13. Gauge: DD Virtual Gauge - Engine Percent Torque
14. Gauge: DD Virtual Gauge - Engine Hours Instrument Cluster
15. Gauge: DD Virtual Gauge – Volts Instrument Cluster
16. City Horn to Honk if Door Opens and Park Brake not set
17. Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.
18. Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sun visor & Seat Color Three Under dash Center Console Cup holders (Two If Allison Transmission Is Selected).
19. Driver Seat: NFPA Compliant KW Air Seat HB Vinyl No Armrests, w/ Susp Bellows Cover and Isolator.
20. Rider Seat: KW Battery Box Seat HB Vinyl w/o Armrests
21. Seat Color: Black Replacing Standard Gray
22. Driver & Rider Seat Belts: Red, NFPA, Replaces Standard Seat Belts. (Available for NFPA RD Bench)
23. Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth
24. Speaker Package For Cab: (2) Speakers B-Pillar

25. Metal Ground Plate: Two-Way Radio. For customer-installed antenna located in center of cab roof.
26. Ashtray Insert: W/ Cigar Lighter Located in center console. Deletes 1 12V outlet & 1 cup holder.
27. Foot well Light: Red Lens & Switch
28. Turn Signal: Self-Cancelling
29. LH and RH Trip Ledge Rain Deflectors
30. Kenworth Truck Tech+: This system provides the World's best reporting of engine and after treatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This is standard on all Kenworth models with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine
31. Long Grab handle RH Side Mounted to Side-of-Cab exhaust.
32. Grab handle: LH, Exterior, Side of Cab – Ergonomic Grab Handle Mounted to the Left-Hand Exterior of the Cab for Entry and Exit.
33. Dual Cab Interior Grab handles: Yellow, A Pillar Mtd. Dash Wrap and B Pillar Mounted Grabhandles
34. Kenworth Daylite Door with Standard LH/RH electric door locks and LH/RH electric window controls.
35. Single Air Horn under Cab.
36. Look-Down, Pass. Door, Black 11x6
37. Mirror Shell: Dual Aero In-Mold Black
38. Mirror: Dual KW Aero Rear View Motor, heated with Integral CX.
39. Rear Cab Stationary Window 19in x 36in
40. 3.5in x 11.5in Plastic Records Holder: Mounted on Rear Cab Panel.
41. One-Piece Bonded-In Windshield with Curved Glass.
42. Exterior Stainless Steel Sun visor.
43. Kenworth Cab Air Suspension.
44. Thermal/Sound Insulation Package
45. Roof: Raised Profile, Stamped Aluminum w/Additional Head Room & Interior Overhead Storage

COMPLY _____ EXCEPTION _____

J. Lights & Instruments:

1. Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and DRL. Fender Mtd.
2. 14-Pin RP170 Body Lighting Connector.
3. Marker Lights: Five, Rectangular, LED
4. LED Stop, Turn, and Tail: With Two LED Backup Lights and With an LED License Plate.
5. Switch and Wiring: Cust. Installed Beacon Lights With Additional 20ft Jumper Harness Shipped Loose
6. Brake Light with Engine Brake. To have the brake light illumination when engine brake is active.
7. Backup Alarm: Tail Light Bracket Mounted Variable self-adjusting 82-102 DBA.
8. Junction Box: Under Cab
9. Polyswitches Replacing Fuses. Switch will automatically reset after removal of excess load.

COMPLY _____ EXCEPTION _____

K. Air Equipment:

1. Air Dryer: Bendix AD-HF Extended Purge Heated With Puraguard
2. Moisture Ejection Valve: Two Bendix DV-2 Heated drain valves on service tanks. Use w/ AD-IS or AD-HF.
3. Nylon Air Tubing in Frame & Cab, Excluding Hoses subject to excessive heat or flexing

COMPLY _____ EXCEPTION _____

L. Paint:

1. Paint Color Number(s). N9702 A - L0001 BLACK N9704 B - L2648 RED N9720 FRAME N0001 BLACK
2. Bumper Unpainted
3. Day Cab Bulk Paint
4. Day Cab Premium Paint

5. 2 - Color Cust Design - Day Cab - Lo Complex Must submit design for approval. A Custom Design and Color Layouts order form is required with all custom designs. When transmitting ETO Electronic Paint Order, please submit all custom forms to Kenworth Sales Department, Attn: Paint Coordinator. Custom paint designs will be reviewed on a case by case basis. Approval or disapproval is at the discretion of Kenworth Truck Company. Consult with your paint coordinator if the chassis paint sketch includes any of the following items: Items attached to the frame or below the frame are to be painted a color that is different than the frame paint color, Items attached to the cab or sleeper are to be painted a color that is different than the cab or sleeper paint color, The requested paint number cannot be identified as a number or type approved by Kenworth.
6. Non-Standard Paint Color.
7. Base Coat/ Clear Coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.
8. 26k rear reyco sus

COMPLY _____ EXCEPTION _____

SECTION 2 SPECIAL CONDITIONS

2.1 Literature

The successful bidder shall furnish factory service bulletins for a minimum period of 2 years from the beginning of the contract (this is to include warranty bulletins).

2.2 Mandatory

One Copy of the Build sheet will be required with the Bid submission. One copy of the Shop Service Manual and one copy of the Emissions and Drivability Manual with Electronic Schematic Diagrams are to be furnished to York County upon delivery of the trucks.

COMPLY _____ EXCEPTION _____

2.3 General

The trucks shall be new, unused, complete, and of the latest manufacture available. The trucks must be properly serviced, and ready for immediate operation, including anti-freeze. The trucks shall be equipped to meet all OSHA requirements. After the trucks are serviced, the dealer prep form will be completed, signed, and delivered with the trucks.

When delivered, the trucks shall be complete in every way with all necessary and usual appurtenances, fixtures and equipment commonly furnished on vehicles sold for commercial purposes, even though not specified herein. The trucks and all parts and all equipment shall be new,

sound and of workmanlike finish and appearance. All parts not specifically mentioned in this specification shall conform to the best-accepted standards in design, material and workmanship

Where the words "heavy duty" are used to describe a specified item, they shall mean that if the Manufacturer customarily offers a heavier vehicle than the standard item, the optional unit shall be furnished. Furthermore, in the event no heavier duty option is available, the County reserves the right to decide if the standard vehicle is of acceptable quality and capacity, and to reject any bid proposing to supply standard equipment components which are considered inadequate.

No dealer advertising in any form is to be placed on or in the trucks.

After the trucks are serviced, the dealer prep form will be completed, signed, and delivered with the trucks.

York County reserves the right to reject any and all bids proposing to furnish equipment, in the opinion of the County that is not satisfactory for its use in the proposed application.

2.4 Warranty

1. Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.
2. S Base Warranty - Standard Service Medium Duty 12 months / Unlimited miles & km
3. EW: US Heater & Air Conditioner 5 year/200,000 miles, United States only.
4. PACCAR EW: PX-9 Protect Plan 1 EPA24 5YR/150K (241,402KM). Each code registered between 366 and 546 days after the vehicles in-service date will be subject to a \$400 late fee. Coverage cannot be added after 200K MI or 545 days past the inservice date.
5. PACCAR EW: Aftertreatment PX-9 Use W/ PP1 EPA24 5YR/150K (241,402KM). Each code registered between 366 and 546 days after the vehicles in-service date will be subject to a \$400 late fee. Coverage cannot be added after 200K MI or 545 days past the inservice date.
6. TruckTech+ RD - 5YR Sub PACCAR PX Engines
7. Base Warranty: Emissions 5YR/100K MI - EPA Engine

COMPLY _____ EXCEPTION _____

2.5 Delivery

Price shall include delivery to York County Fire Training Center, 2500 McFarland Rd, York, SC 29745.

SECTION 3 INSTRUCTIONS TO BIDDERS

3.1 Submittal Requirements

Electronic submittals shall be uploaded in PDF format via the Getall online portal which can be accessed via <https://www.yorkcountygov.com/217/Procurement> under the Active Bids link. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at support@getall.com to confirm submittal was successful. Proposals received after specified time and date will be considered as non responsive and will be rejected accordingly. Faxed information is not acceptable.

The Bidder shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

For step by step instructions on how to submit a response, select Help and then Quick Reference in the [Getall](#) portal.

Proposals must include all requested information. Failure to respond to any requested item may cause a Proposal to be deemed non-responsive.

3.2 Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Bidder who is determined to best meet the needs of the County for this Request. To assure clarity, all Bidders may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via email and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website <https://www.yorkcountygov.com>. Each Bidder must acknowledge receipt of such addenda in the space provided in the Bid document. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the Bid will nevertheless be construed as though it had been received and acknowledged and the submission of the Bid will constitute acknowledgement of the receipt of same. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. Questions received less than five (5) days prior to the date for opening of Bids may not be answered unless otherwise specified on cover page. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.3 Inquiries

General questions about this solicitation should be submitted through the [Getall](#) portal, by selecting the questions icon in the corresponding Q&A column.

SECTION 4 BID EVALUATION, AWARD, AND CONTRACT

4.1 General

Bid will be awarded to the most responsible Bidder who meets the requirements and evaluation criteria set forth in the Invitation for Bids and are either the lowest Bid price or lowest evaluated Bid price.

4.2 Determination of Lowest Bidder

Bids must be evaluated to determine which Bidder offers the lowest cost in accordance with the criteria set forth in the Invitation for Bids.

4.3 Modification of Bids

York County does not allow modification of Bids after submittal.

4.4 Award

The County must award this Bid to the lowest responsible and responsive Bidder who best meets the terms and conditions of the Bid. The award will be made on basis of price, product evaluation, and prior history of service and capability. York County reserves the right to reject any or all Bids and to make an award to the most advantageous vendor. Upon determination of the lowest Bidder, review of Bid for responsiveness, and satisfaction that the vendor is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that vendor.

4.5 Terms of Contract

The contract term shall be effective from time of award through delivery and acceptance. The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

4.6 Termination of Contract

a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable

c. Cause: Termination by York County for cause, default or negligence on the part of the Vendor must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Vendor, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Vendor with any excessive costs.

4.7 Non-Appropriation Clause

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

4.8 Protest

Any prospective bidder, offeror, contractor or subcontractor aggrieved in connection with the solicitation of a contract shall protest to the Procurement Director within seven days, but not thereafter, of the date of issuance of the invitation for bids, request for proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract shall protest to the appropriate Procurement Officer within seven days, but not thereafter, of the date notification of award is posted. A protest shall be in writing, submitted to the Procurement Director, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received within the time provided.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Bidder must meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the Bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the BID. Non-substantial deviations may be considered provided that the Bidder submits a full description and explanation of and justification for the proposed deviations in the Exceptions form provided in Section 6.3. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

5.2 General Requirements

All Bidders including the employees of the Bidder must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Bidder to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

5.3 Title VI of the Civil Rights Act of 1964

Bidders shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project.

5.4 Conflict of Interest

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

5.5 Indemnification and Hold Harmless

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

5.6 Drug-Free Workplace

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

5.7 Applicability/Jurisdiction of South Carolina Law and Courts

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

5.8 Certificate of Insurance

Once selected, the successful firm will be required to provide proof of insurance to include professional liability; workers compensation, employer's liability and general liability prior to commencing work.

5.9 Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

5.10 Ownership of Material

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this solicitation and including correspondences relating to this solicitation shall, belong exclusively to York County.

5.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

5.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm 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 under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County 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 successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Bidder, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Bidder supplying the information. All Bidders, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Bidders consider to contain proprietary or other privileged information. Additionally, all Bidders shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Bidders deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Bidder as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Bidder must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

5.15 Non-Collusion Bidding Certification and Disqualification

By submission of a bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other Bidder or to any competitor.

No attempt has been or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition

One Bid: Only one Bid from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that a Bidder submitted more than one Bid for the work involved, all Bids submitted by that Bidder will be rejected.

5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Bidder certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid.

5.17 Certification Regarding Immigration Reform and Control

The Bidder certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

5.18 Chain of Communication

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Bidders or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

5.19 Prohibition of Donations and Gratuities

Bidders are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Bidder represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Bidder or the Bidder's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Bidder, or any person, firm, or corporation employed by the Bidder in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

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BID FORM

Bid Submission

York County is not exempt from paying SC sales tax. Bidders outside of SC should provide sales tax pricing in their Bid. If a firm located outside of SC is the successful Bidder then York County will pay the sales tax directly to the State of South Carolina.

QUANTITY	ITEM	EACH PRICE	PRICE
1 each	One, Kenworth T380 Series Conventional 2024 or Newer model, new, unused, Dual Rear Wheel, Cab, Chassis 33,000GCW		
		SC SALES TAX	
		DELIVERY FEE	
		GRAND TOTAL	

Acknowledgement of Addenda

Bidder hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.
Addendum No. _____, dated _____.
Addendum No. _____, dated _____.

QUESTIONNAIRE (To be completed and returned with bid)

1. Make: _____
2. Model: _____
3. Body style: _____
4. GVW: _____
5. Wheelbase: _____ Inches
6. Horsepower: _____

7. # Cylinders: _____
8. Engine: CID: _____ Liters: _____
9. Transmission: Make: _____ Gear: _____ Type: _____
10. Battery rating: (ampere) _____ Cold cranking amps: _____
11. Tire: Size: _____ X _____, _____ Ply
12. Wheels: _____ Alloy _____ Steel _____ Other _____
13. Length of body: _____
14. Brakes: _____
15. List Standard Interior Color(s) Available:

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

16. Exceptions to specifications:

19. Service Center:

Location: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

20. Delivery time: _____ days.

Signature Page - OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME

FEDERAL TAX ID NUMBER

COMPANY ADDRESS

CITY, STATE, ZIP+4

PAYMENT/REMITTANCE ADDRESS

CITY, STATE, ZIP+4

EMAIL ADDRESS

COMPANY TELEPHONE

PRINT NAME

TITLE

AUTHORIZED SIGNATURE

DATE

Minority Status

- _____ Not Minority Owned
- _____ African American Male
- _____ Caucasian Female
- _____ African American Female
- _____ Aleut
- _____ Eskimo
- _____ East Indian
- _____ Native American
- _____ Asian
- _____ Other (Please Explain)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.