

REQUEST FOR BIDS

Wilson School District requests sealed bids at its administrative offices at 2601 Grandview Boulevard, West Lawn, PA 19609-1324 at or before 12:00 p.m. local time, on Tuesday, October 15, 2019 (the “Bid Deadline”), when they will be publicly opened, for

Two (2) New 9-Passenger School Vans - Gasoline

in accordance with, and subject to, the General Conditions, Specifications, and other Contract Documents (as listed in the General Conditions), which interested persons may obtain at the transportation offices of Wilson School District, by emailing wilran@wilsonsd.org, or by accessing the business office page of the Wilson School District website, www.wilsonsd.org.

WILSON SCHOOL DISTRICT

GENERAL CONDITIONS

These General Conditions shall apply to and become part of the contract for the supply of goods and services set forth herein between the successful Bidder (the "Supplier") and the Wilson School District ("Wilson School District" or the "School District").

Bid Documents: The Bid Documents consist of the "Request for Bids," "General Conditions," "Non-Collusion Affidavit," "Bid Bond," "Acknowledgement--Receipt of Revisions/Addendums," "Bid Certification," "Bid Form," "Contract," and "Specifications or General Requirements." The Bid Documents have been prepared by and may be obtained from the transportation offices of Wilson School District, by emailing wilran@wilsonsd.org or by accessing the business office page of the School District website, www.wilsonsd.org. The Bid Documents are made available only for the purpose of obtaining Bids for the Project. Their availability does not grant a license for any other purposes.

Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidder shall notify the District if the documents are incomplete or upon finding discrepancies or omissions in the Bid Documents. Bidder shall provide a mailing address and email address to the District for purposes of transmitting Addenda upon receipt of the Bid Documents. Each Bidder shall be responsible for the completeness of its set of Bid Documents. No allowance or concession will be made to a Bidder who complains of missing portions of Bid Documents or Addenda. All requests for clarifications must be in writing and received by the District at wilran@wilsonsd.org no less than October 9, 2019. All clarifications, modifications, and corrections to the Bid Documents shall be issued in the form of Addenda and will be forwarded to Bidders that have previously supplied the District with a mailing and email address and shall be posted on the business office page of the School District. Addenda listing revisions and changes to the Bid Documents shall become a part of and take precedence over the original Bid Documents and previously issued Addenda. Any information furnished related to the Project shall not be legally binding on the District unless issued in an Addendum.

Contract Documents: The documents that will form the Contract between the School District the Supplier include the "Request for Bids," "General Conditions," executed "Non-Collusion Affidavit," executed "Bid Bond," "Acknowledgement--Receipt of Revisions/Addendums," executed "Bid Certification," executed "Bid Form," fully executed "Contract," and "Specifications" (collectively, the "Contract Documents" or the "Contract"). Defined terms in the General Conditions shall apply to all of the Contract Documents.

Bid Form: Each Bidder must submit its Bid on the "Bid Form" and must also submit therewith the following:

1. A notarized Non- Collusion Affidavit,
2. The Acknowledgment--Receipt of Revisions/Addendum,
3. Bid security,
4. The Specifications form with any exceptions noted,

5. Detailed specifications, cuts, and catalogs of vehicles Bidder would furnish,
6. Copies of applicable warranties, and
7. The Bid Certification.

Bidders shall be prepared to demonstrate the vehicles specified in their Bids when requested to do so by the School District. The School District will notify the successful Bidder at the time when Bids are awarded.

Bid Security: Each Bidder must submit with its Bid a form of security which shall be a Bid Bond on the form provided herein or certified check payable to Wilson School District in the amount of at least ten percent (10%) of the Bid price. The Bid Bond or certified check shall be retained by the School District until the successful Bidder enters into the Contract with the School District in the attached form whereupon the Bid Bonds or certified checks shall be returned to the unsuccessful Bidders.

Permits: Supplier shall obtain all permits required by law and shall perform its obligations hereunder in accordance with the terms of the Contract Documents and to the satisfaction of the School District, and shall comply with all laws, rules, and regulations of the U.S. Government and Commonwealth of Pennsylvania, and any department or agency thereof. Supplier is responsible for determining which federal and state laws, rules, and regulations apply to the Contract and ensuring Supplier's compliance therewith.

Intent of Specifications: The successful Bidder shall abide by the true intent of the Specifications and Contract Documents.

Nature of Agreement: The quantities listed on the detailed Specifications are merely estimates of the School District's needs, and are provided solely for bidding purposes so that Bidder can provide a price. Those quantities that are listed on the detailed Specifications are strictly estimates, and the School District is not committing to purchase such estimated amounts, nor is the School District committing to purchase any minimum amount of any item. Furthermore, the School District may purchase a greater quantity than the quantity listed on the detailed Specifications, if the School District elects to do so, in its sole and absolute discretion.

In the event that the School District elects to purchase a greater quantity than the quantity listed on the detailed Specifications, the price for such additional quantities shall be per the lesser of: (i) the "Unit Price" included on the Bid Form for each item requisitioned; or (ii) the lowest price previously quoted to or charged by the Bidder to the School District for like goods or services in like quantities under similar circumstances. The products, materials and equipment to be ordered by the School District shall be requisitioned on an as-needed basis. The Bid shall indicate any discounts available to the District for purchasing multiple units.

In the School District's sole and absolute discretion, upon written notice to the Supplier, the School District reserves the right to purchase additional vans that are in conformance with the detailed Specifications for up to six (6) months immediately following the date of the bid

opening upon the same terms and conditions set forth in this bid package and the Contract Documents through the issuance of a purchase order or purchase order(s).

Price: Supplier warrants that the prices stated on the Bid Form are the lowest net prices charged by Supplier to any other customer for like goods or services in like quantities under similar conditions. If Supplier quotes a lower price for like goods to another customer within thirty (30) days after delivery of such goods to the School District, Supplier shall promptly pay to the School District a rebate in the amount of the difference of such amounts within ten (10) days of making such lower quote. Supplier warrants that its Bid Price includes a deduction(s) for all rebates and discounts (e.g., manufacturer and/or governmental) that may be available as a result of the purchase of the goods set forth herein. On a separate sheet attached to the Bid Form, each Bidder shall identify such rebates and/or discounts that it will seek endorsement from the School District associated with the goods identified herein. The Supplier shall retain any proceeds from such rebates or discounts specifically identified with the Bid Form. The School District shall retain the right to any proceeds from any rebates or discounts not identified with the Bid Form. The Supplier and School District will cooperate with the each other in applying for all rebates or discounts that may be available for the purchase of the goods identified herein.

Delivery: The successful Bidder will be required to make complete delivery of Bid items, in such quantities ordered by the School District in writing, to the School District by no later than thirty days following the School District's transmittal of a fully executed Contract specifying the goods selected by the School District for purchase. Cost of delivery shall be included in the bid prices proposed.

All goods delivered pursuant hereto shall be delivered F.O.B. (without charges for delivery to and placing on board a carrier at a specific point) to the interior receiving area of the Wilson High School, 2601 Grandview Boulevard, West Lawn, PA 19609-1324.

Shipment shall be made only upon the receipt by Supplier of a written request (mailed, faxed, or emailed) signed by the School District. The requested supplies must be delivered to the School District by the date specified in the Contract Documents or as otherwise provided by the School District. Late deliveries will result in a one percent (1%) late fee for each day the delivery, or any portion thereof, is late, which late fee shall be applied to such delayed item's invoice, or any other invoice. The late fee provided herein shall not be the exclusive remedy of the School District upon a failure of Supplier to perform hereunder, and shall not interfere with or limit any other rights and remedies available to the School District upon a breach of the Contract Documents.

Supplier shall secure and be responsible for the inspection of the vehicles at the time of delivery to meet the latest approved standards and regulations of school transportation vehicle equipment before final payment. Any vehicles found to be damaged at time of delivery shall be repaired by Supplier at Supplier's sole cost and expense. All of the vehicles shall be subject to the inspection and approval of the School District. Acceptance of delivery of vehicles shall not constitute final acceptance by the School District. In the event that any of the vehicles shall be rejected by the School District, Supplier shall furnish substitute vehicles acceptable to the School District at Supplier's sole expense. Any materials found to be damaged upon delivery shall be

replaced or repaired, and the cost of such replacement or repair, including cost of materials and workmanship, shall be borne by the Supplier. Risk of loss does not pass to the School District until acceptance of the goods or services. To the extent practicable, defective or nonconforming goods will be returned to Supplier, at Supplier's sole cost and expense, and the risk of loss with respect to such defective or nonconforming goods shall never pass to the School District and shall remain with Supplier.

The School District, through its designated agent, shall have full power and authority to reject any item or material furnished which, in its opinion, is not in strict compliance and conformity with the requirements of the Specifications, and the decisions of the School District or its agent shall be final, conclusive, and without exception or appeal. The Supplier shall be held responsible for faulty materials or workmanship, and shall correct any defects due thereto.

Failure to comply with these General Conditions, the Specifications, or any other Contract Document is sufficient reason to refuse acceptance of any delivery, or portion thereof, with no liability accruing to the School District.

Upon acceptance as provided herein, providing the applicable invoices have been received by the School District, payment for such items will be made by the School District within thirty (30) days of such approval.

Standard of Quality: Goods are to be new merchandise, not previously used or recycled merchandise. When a manufacturer and/or brand name and/or catalog number is specified, it is understood that the Bidder is responsible to provide the specified manufacturer and/or brand name and/or catalog number, as applicable, unless stated in the Contract Documents. The Specifications are intended to indicate the quality, style, and specific features of the items and in some or all cases, a specific manufacturer and model of the item. The School District is the sole determiner as to the quality and performance of the goods supplied by Supplier and the goods' conformance with the Specifications.

When no manufacturer, brand name, or catalog number is identified in the Specifications, Bidder may substitute substantially similar goods for those specified. When doing so, the substitute item shall indicate clearly the manufacturer and/or brand name and the catalog number of such substituted items and provide a catalog cut that provides a description of the item sufficient to permit the School District to properly evaluate the substitute. The catalog cut shall be marked in a manner to easily identify it with the item bid. At the School District's request, Bidders shall make available a sample of the substitute within twenty-four hours of the District's emailed request.

Bid Rejection: Failure to provide Bid Security shall result in rejection of Bid. Bids that are unsigned, improperly signed or sealed, or illegible, shall be rejected. The School District reserves the right to reject any or all Bids or parts of a Bid, to waive any informalities as received, and to award the Bid in its entirety or to apportion such Bids into several smaller Bids in the School District's best interests. Bids containing minor irregularities or informalities, not relating to price, time, or changes in the goods to be supplied pursuant to the Contract, may be rejected at the School District's sole discretion. The School District reserves the right to waive

any such informalities or irregularities when a waiver is in the School District's interest. If a Contract is awarded, it will be to the lowest responsive, responsible Bidder chosen by the School District, provided its Bid is reasonable and in the School District's interest to accept.

Bid Withdrawal: Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered. Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §§ 1601 et seq. Strict compliance with said Pennsylvania Bid Withdrawal Act is required to withdraw a Bid after Bid opening.

Prohibited Discrimination: The provisions of the Pennsylvania Human Relations Act 222 of October 27, 1955 (P.L. 744) (43 P.S. §§ 951, et seq.) and the Human Relations Contract Compliance Regulations, 16 Pa. Code 49.101, all of which may be amended from time to time, prohibit certain practices or discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability, by employers, employment agencies, labor organizations, contractors, and others. Supplier shall agree to comply with the provisions of this Pennsylvania Human Relations Act and the Human Relations Contract Compliance Regulations, which are made part of these General Conditions as if included herein at length. (24 P.S. § 7-755)

Supplier's and Subcontractor's Insurance: Supplier shall not commence work under the Contract until it has obtained all the insurance required under this paragraph and such insurance has been approved by the School District, nor shall Supplier allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved by the School District as provided herein. All of the Supplier's and subcontractors' liability insurance providers must be licensed and authorized to conduct business in the Commonwealth of Pennsylvania. The insurance carriers of whom the Supplier and subcontractors have purchased insurance coverage are to have an A- or better rating plus a financial rating of VI or better with the "AM Best's Company Key Rating Guide" – latest edition.

- (a) Workers' Compensation and Employer's Liability Insurance: Supplier shall procure and shall maintain during the life of the Contract Worker's Compensation Insurance and Employer's Liability Insurance as statutorily required by the state and federal government for each accident, for all of its employees to be engaged in work on the Project, and in case of any such work sublet, Supplier shall require the subcontractor similarly to provide such Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- (b) General Liability Insurance: Supplier shall procure and shall maintain during the life of the Contract Supplier's General Liability Insurance in an amount of not less than \$1,000,000 per occurrence and aggregate.

- (c) Supplier's Protective Liability and Property Damage Insurance: Supplier shall procure and shall maintain during the life of the Contract Supplier's Protective Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, in an amount not less than \$1,000,000 on account of one accident, and Supplier's Protective Property Damage Insurance in an amount not less than \$1,000,000.
- (d) Supplier's Automobile Liability and Property Damage Insurance: Supplier shall procure and shall maintain during the life of the Contract Automobile Liability Insurance in amount not less than \$1,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident and Automobile Property Damage Insurance in an amount not less than \$1,000,000 which Liability and Property Damage Insurance shall include all hired automobiles and all non-owned automobiles used by Supplier.
- (e) Subcontractor's General Liability Insurance, Protective Liability and Property Damage Insurance, and Automobile Liability and Property Damage Insurance: Supplier shall require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance, Subcontractor's Protective Liability and Property Damage Insurance and Sub-Supplier's Automobile Liability and Property Damage Insurance of the type specified in subparagraphs (b), (c), and (d) hereof, in amounts approved by the School District.
- (f) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b), (c), (d), and (e) hereof, shall provide adequate protection for Supplier and his subcontractors, respectively, against damage claims which may arise from operations under the Contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured and, also, against any special hazards which may be encountered in the performance of this Contract.
- (g) Proof of Carriage of Insurance: The Supplier shall procure, and shall keep in force for the duration of this Contract, a policy or policies of liability insurance, in the types and amounts described above, wherein the School District is named as an additional insured party, issued by a company which is satisfactory to the School District, covering all claims for personal injury, death, and property damage which arise out of or are in anyway related to any act done or omitted with respect to Supplier's performance of the Contract or in the course of such performance. Each such policy shall provide that no cancellation or material change thereof shall be effective until thirty (30) days after written notice of intent to cancel it has been given to the School District. Before performing any work for the School District hereunder, Supplier shall furnish the School District with a certificate of insurance from the insuring company, as evidence that such liability insurance has been obtained. In addition, all of the Supplier's insurance policies

shall be primary and non-contributory with respect to any other valid and collectible insurance policies. Failure to furnish the correct type of insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Contract and the Supplier shall be deemed to be in default.

Reports, Records, and Data: Supplier and each of its subcontractors shall submit to the School District such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the School District may request concerning work performed or to be performed under this Contract.

Guarantee: Unless specified otherwise, Supplier shall guarantee and warrant that all goods received under the Contract shall be free from defects for a period of one (1) year from the School District's date of acceptance thereof, which shall be in addition to any guarantee or warranty provided by the respective manufacturers as required by the Specifications.

Prohibited Interests: No official of the School District who is authorized in such capacity and on behalf of the School District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving, the Contract or any portion thereof, shall become directly or indirectly interested personally in the Contract or in any part thereof and Supplier shall immediately notify School District to the extent it becomes aware or has reason to believe that any such official has become so involved. No officer, employee, attorney, engineer, or inspector of or for the School District who is authorized in such capacity and in behalf of the School District to exercise any legislative, executive, supervisory, or other similar functions in connection with the Contract shall become directly or indirectly interested personally (except in such professional capacity) in the Contract or in any part thereof. (18 Pa. C.S. § 7503; 62 Pa. C.S.A. § 4501 et. seq.)

Subcontracting:

- (a) Supplier may utilize the services of subcontractors.
- (h) Supplier shall not award any work to any subcontractor without prior written approval of the School District, which may be given or withheld in the School District's sole discretion. Supplier shall submit to the School District a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the School District may require.
- (i) Supplier shall be as fully responsible to the School District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Supplier.
- (j) Supplier shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind the subcontractors to Supplier by the terms of the General Conditions and other Contract Documents insofar as applicable to the

work of subcontractors and to give Supplier the same power as regards terminating any subcontract that the School District may exercise over Supplier under any provision of the Contract Documents.

- (k) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the School District.

Assignments: Supplier shall not assign the whole or any part of the Contract or any moneys due or to become due thereunder without written consent of the School District. In case Supplier assigns all or any part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to Supplier shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in the Contract.

Mutual Responsibility: If through acts of the Supplier, any subcontractor shall suffer loss or damage, the Supplier agrees to settle with such other subcontractor by agreement or legal proceeding, if it will so settle. If such other subcontractor shall sue the School District on account of any damage alleged to have been so sustained, the School District shall notify the Supplier, who shall defend such proceedings at the Supplier's expense and, if any judgment against the School District arises therefrom, the Supplier shall pay or satisfy it and pay all costs incurred by the School District in connection therewith, including, but not limited to attorneys' fees, paralegals' fees, expert fees, and consultant fees.

Termination for Cause: In the event of termination for cause, the School District, in addition to all other damages recoverable by law, may recover from the Supplier legal fees, professional fees, costs, expenses, including, but not limited to, employee time attributable to said events, and the Supplier shall immediately pay the School District for the same. In the event the Supplier fails to adhere to this contractual provision or other requirements of the Contract, whether the subject provision is material or not, to the extent the School District incurs legal fees, professional fees, costs or expenses, of any kind, in the School District's attempts to enforce such provisions, the School District shall be entitled to assess and the Supplier shall be liable for the same to the School District. In such event, the School District may deduct such amounts from any application for payment, or other amounts invoiced by the Supplier.

Termination for Convenience: If the School District terminates the Supplier for convenience, the School District shall pay only so much of the contract price as is then due the Supplier for work performed or materials supplied in accordance with the Contract Documents in a manner satisfactory to the School District and nothing more.

Timing: Time is of the essence in the performance of the Contract Documents. If conforming goods are not delivered by the delivery date set forth herein or as otherwise required by the School District, the School District may terminate the Contract, purchase order, or any portion thereof, by written notice and obtain substitute services or goods elsewhere. Supplier shall promptly reimburse the School District for any loss or increased costs, including but not limited to downtime or overtime costs, incurred by the School District as a result of obtaining such

substitute goods or services. In the School District's sole discretion, the School District may require that the Supplier loan to the School District replacement vehicles of the same size and type as the goods not timely delivered, at Supplier's sole cost, until Supplier delivers conforming goods. Such replacement vehicles shall be in good working order, fit for the School District's purposes, and current with all inspections, registrations, and permits. Use of the Supplier's loaner vehicles shall not release Supplier from Supplier's other obligations in this section to reimburse the School District for other out of pocket costs attributable to Supplier's failure to timely deliver conforming goods.

Taxes: Supplier is solely responsible for the payment of any sales, use, or other tax or duty levied or based on the price of any goods, work, or services provided pursuant to the Contract Documents. If the School District pays any such tax or duty, Supplier shall promptly reimburse the School District therefor.

Invoice Disputes: The School District may dispute invoiced amounts and withhold the disputed amount while the parties try to resolve the dispute. Pending such dispute resolution, the parties shall continue to meet their other obligations under the Contract Documents. Payment of any fees by the School District shall not waive any rights, claims or remedies.

Limitation of Liability: Notwithstanding anything to the contrary, in no event shall the School District's cumulative liability to Supplier for all claims, liabilities, losses, damages, costs, and expenses relating to the Contract Documents, or the goods or services provided thereunder, exceed the amount of the purchase price for any such goods or services that gave rise to such claims, liabilities, losses, damages, costs or expenses, less any amounts already paid by the School District for such goods or services. The School District shall not be liable to Supplier for any lost profit, loss of business, loss of goodwill, indirect, incidental, punitive, or consequential damages under the Contract Documents or relating to the goods and services provided thereunder.

Indemnification: Supplier shall indemnify, defend, and hold harmless the School District, and its affiliates, officers, elected officials, directors, employees, agents, successors and assigns from and against any and all losses, obligations, liabilities, claims, suits, judgments, damages (whether incidental, consequential, or otherwise), penalties, fines, costs, and expenses (including, without limitation, reasonable attorney' fees, paralegal fees, expert fees, and consultant fees) arising out of, or in connection with (a) the violation or alleged violation of any law, ordinance, regulation, or rights of third parties by reason of performance or nonperformance by Supplier under the Contract Documents; (b) breach of any term, condition, covenant, agreement, representation, or warranty by Supplier; (c) any infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property relating to the use or design of any equipment, materials, goods, or services furnished by Supplier under the Contract Documents or the processes or actions employed by or on behalf of Supplier; (d) injury or death to persons or any real or personal property damage, arising from or relating to the goods or services provided by Supplier under the Contract Documents or acts or omissions of Supplier or its officers, directors, employees, agents, contractors, or subcontractors; or (e) claims arising from or relating to injuries to or death of Supplier's employees, including, but not limited to, claims based upon allegations of negligence of the School District. The indemnity provided in clause (e) is

applicable to claims for which Supplier has or may have immunity under the Pennsylvania Workers' Compensation Act, or other similar law, and Supplier agrees and acknowledges that by undertaking to indemnify the School District, Supplier is expressly undertaking indemnification liability by written contract pursuant to Section 303(b) of the Pennsylvania Workers' Compensation Act, or any other similar law. Supplier's obligations under this section shall not be limited to its insurance coverage.

Materials, Services, and Facilities: It is understood that Supplier shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, and all other services and facilities of every nature, whatsoever necessary to execute, complete, and deliver the goods within the specified time.

Notice: The term "Notice" as used throughout the Contract Documents shall mean written notice. Written notice shall be deemed to have been duly served when delivered personally to or at the last known business address of the person, firm, or corporation for whom intended; to his, her, their, or its duly authorized agent, representative or officer; or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm, or corporation at his, her, their, or its last known business address and deposited in a United States Mail Box.

Supplier's Obligations: Supplier shall and will, in a good and workmanlike manner, do and perform all work and furnish all goods in accordance with the terms and conditions provided by the Contract, within the time herein specified, in accordance with the provisions of the Contract. Supplier shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract, and shall do, carry on, and complete the obligations arising out of the Contract to the satisfaction of the School District.

Workers' Compensation Act: Supplier shall accept, insofar as the work covered by the Contract is concerned, the provisions of the Pennsylvania Workers' Compensation Act, 77 P.S. § 1 et seq., and any supplements or amendments thereof, including any which may be passed hereafter and shall insure his liability thereunder, or file with the Wilson School District, a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

Observance of Laws: Supplier at all times shall observe and comply with all federal and state laws and local ordinances and regulations in any manner affecting or relating to the Contract Documents and all such orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having jurisdiction or authority over or relating to the Contract Documents, and shall indemnify, defend, and hold harmless the School District and all its officers, elected officials, agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, whether by itself or its employees. Bidders are responsible for determining which federal and state laws, rules, and regulations apply to the Contract, and the Successful Bidder is responsible for ensuring its compliance therewith. The Pennsylvania laws that Bidders should particularly review for applicability to this Bid, include, without limitation:

- (a) “Withdrawal of Bids,” 73 P.S. § 1601 et seq., where a Bidder desires to withdraw a Bid.
- (l) “Anti-Bid Rigging Act,” 73 P.S. §1611 et seq., for standards to be observed by Bidders in preparing their respective bids.
- (m) “Award and Execution of Public Contracts,” 62 Pa. C.S.A. § 3902 et seq., governing the procedure for the award and execution of public contracts.
- (n) “Motor Vehicle Procurement Act,” 62 Pa. C.S.A. § 3731 et seq., where motor vehicles are to be supplied as part of a public contract.

Jurisdiction; Venue: Any suit, action, or other proceeding seeking to enforce, or in any way relating to, any provision of the Contract Documents shall be brought only in the Court of Common Pleas of Berks County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. By submitting a Bid, Bidders irrevocably consent and submit to the jurisdiction and venue of such courts. Bidders irrevocably waive any objection which they may have to the laying of the venue of any suit, action, or proceeding related in any way, without limitation, to the bidding process, the award of the Contract, or the performance of the Contract, brought in such courts and any claim that such suit, action, or proceeding brought in such courts has been brought in an inconvenient forum or that such courts lack jurisdiction.

Severability: If any provision of these General Conditions or the Contract Documents, or any portion thereof, is held invalid or unenforceable by any court of competent jurisdiction, the other remaining provisions will remain in full force and effect. Any provision of these General Conditions or any Contract Document held invalid or unenforceable only in part will remain in full force and effect to the extent not held invalid or unenforceable.

Waiver: Neither the failure nor delay by the School District in exercising any right, power, or privilege under these General Conditions or the Contract Documents will operate as a waiver of any such right, power, or privilege, and no partial exercise of any such right, power, or privilege will preclude further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

Governing Law: The Contract Documents and transactions contemplated thereby shall be governed by, and construed in accordance with, the domestic internal laws of the Commonwealth of Pennsylvania, without regard to its principles pertaining to the conflict of laws.

Confidentiality: The School District, or third parties on the School District’s behalf, may disclose to Supplier certain confidential or proprietary information (“the School District Confidential Information”). For a period of five (5) years after termination or expiration of the Contract Documents, Supplier shall not disclose and shall, to the extent within its control, prevent the disclosure by others of the School District Confidential Information to any third party without the prior written consent of the School District. Supplier agrees not to use, or make copies of, the School District Confidential Information except as required for the performance of

its obligations under the Contract Documents, and agrees to limit access to the School District Confidential Information to its own employees, agents and consultants strictly on a “need to know” basis; provided, however, that such agents and consultants have executed an agreement with Supplier with confidentiality provisions at least as restrictive as those contained herein. Upon expiration or termination of the Contract Documents, or if requested by the School District, Supplier shall, to the extent possible, promptly return all of the School District Confidential Information. Supplier acknowledges that the disclosure of the School District Confidential Information of the other may give rise to irreparable injury that may be inadequately compensable in damages. To the extent Supplier breaches, or the School District could reasonably believe Supplier may breach, its confidentiality obligations stated herein, Supplier consents to the School District obtaining injunctive relief to prevent, or otherwise limit the damages of, any such breach or threatened breach and waives any requirement for the School District to post any bonds or collateral in connection therewith.

Under Pennsylvania’s “Right to Know Law,” 65 P.S. § 67.101, et seq., public records are required to be open for reasonable inspection. All Bid information, including detailed price and cost information, will be held in confidence while the District is evaluating the Bids. After the District and Successful Bidder have executed the Contract, all Bids will become public records. Trade secrets and other confidential proprietary data contained in the Bid may be held confidential if the Bidder requests in writing that the District does so and the District agrees in writing to do so. Material considered trade secrets or confidential proprietary data by the Bidder must be clearly identified in the Bid, and the Bidder must include a brief statement that sets out the reasons for requesting the confidentiality of each such material. Information that is to remain confidential must be marked “Proprietary & Confidential” on each page within the Bid where such information exists. Blanket statements that the entire Bid is confidential shall be unacceptable.

Warranties. Supplier warrants that all goods, work, or services furnished pursuant to the Contract Documents shall, as appropriate: (a) be new and free from defects; (b) conform to all designs, plans, and Specifications; (c) be performed in a good, professional, and workmanlike manner; (d) be merchantable, safe, fit, and appropriate for the School District’s particular purpose and use; and (e) be delivered free and clear of any claims, liens, or encumbrances whatsoever.

Waiver of Consequential and Incidental Damages: The Supplier waives claims against the School District for consequential and/or incidental damages arising out of or relating to the Contract. This waiver includes, but is not limited to consequential damages incurred by the Supplier for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of actual and expected profits and any incidental damages of any kind, nature, or type.

This waiver is applicable, without limitation, to all consequential and/or incidental damages, due to either the Supplier and/or the School District’s termination of the Contract.

Interpretations:

- (a) Where required hereunder to effectuate the intent of the Contract Documents, masculine shall mean neuter or feminine and the singular shall mean the plural.
- (o) The captions and headings of various paragraphs in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- (p) The invalidity of any covenant, restriction, condition, limitation, or any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.
- (q) The parties hereto acknowledge that all of them have participated in the drafting of the Contract Documents and the parties hereto expressly waive the defense of contra proferentum, i.e., that the Contract Documents or any portion of the Contract Documents may be construed against any party as the drafter thereof.

NOTICE: BIDS ARE PUBLICLY OPENED AND READ ON THE DATE SPECIFIED. IF YOU ARE INTERESTED IN IMMEDIATE INFORMATION RELATING TO THE BID, PLEASE HAVE A REPRESENTATIVE PRESENT AT BID OPENING. QUESTIONS AND LOW BID INFORMATION WILL BE AVAILABLE DURING BID OPENING. FOLLOWING BID OPENING, THE BIDS WILL BE REVIEWED BY THE APPROPRIATE AUTHORITIES OF AND FOR WILSON SCHOOL DISTRICT. THEREFORE, INFORMATION ON THE BIDS WILL NOT AGAIN BE AVAILABLE UNTIL THEY HAVE BEEN REVIEWED AND A FINAL RECOMMENDATION IS PRESENTED TO THE BOARD OF SCHOOL DIRECTORS OF THE WILSON SCHOOL DISTRICT AT ITS REGULARLY SCHEDULED MEETING.

Changes, alterations or interlineations in the Bid are not permitted.

FORM OF CONTRACT

THIS CONTRACT is made and entered into this ___ day of _____, 2019, by and between the WILSON SCHOOL DISTRICT (hereinafter, the “School District”), and _____ (hereinafter, the “Bidder”),

1) A Corporation known as _____ organized and existing under the laws of the State of _____.

OR

2) A Partnership known as _____ consisting of the following partners _____.

OR

3) An individual _____ trading as _____ whose address is _____ City of _____

WITNESSETH, that the parties hereto for the consideration stated, intending to be legally bound hereby, mutually agree as follows:

1. Bidder agrees to furnish two (2) new 9-passenger vans – gasoline in strict accordance with the Specifications, General Conditions, and other Contract Documents attached hereto and referred to herein, all of which are made a part hereof, including, but not limited to, all conditions, instructions, requirements, and statements contained therein, not later than thirty (30) days from the date this contract is executed.

2. Provided the Specifications, General Conditions, and other Contract Documents have been completely met, the School District will thereafter pay Bidder the sum of _____ DOLLARS AND _____ cents (\$_____).

3. The General Conditions and the other Contract Documents (as that term is defined in the General Conditions) are hereby incorporated by reference herein as if herein stated in their entirety, and the parties hereto agree to be bound thereby, including, but not limited to, to the provision in the General Conditions allowing the School District to purchase a greater quantity than the quantity listed on the detailed Specifications if the School District elects to do so, in its sole and absolute discretion, within six months of Bid opening.

Bidder _____

WILSON SCHOOL DISTRICT

Signature

President

Signature
(SEAL)

Attest Secretary:

BID FORM

**Wilson School District – 2019
VAN BID**

PURCHASE

- 1. Bid Item: 9-Passenger School Vans
- A. Specification Quantity: _____
- B. Model: _____
- C. Year: _____
- D. Make of Chassis: _____
- E. Unit Price: _____
- F. Bid Price (multiply Specification Quantity by Unit Price): _____

TOTAL DELIVERED PRICE _____

Delivery must occur prior to _____

BID BOND

The following bid security accompanies this bid:

Type: _____
Amount 10% of Total Bid
: _____

The following indicates any discrepancies between this Bid and the School District's general Specifications such as shipping terms, minimum amount of orders, etc.

*** On a separate sheet attached to the Bid Form, each Bidder shall identify such rebates and/or discounts that it will seek the School District's endorsement and the Supplier shall retain any proceeds related only to such rebates or discounts.

Person(s) to be contacted should clarification of any part of your bid be necessary:

	Name	Telephone
BIDDER'S NAME:	_____	_____
ADDRESS:	_____	_____
DATE:	_____	_____
SIGNATURES:	_____	_____

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(hereinafter called the "Principal"),
as Principal, and _____ a company authorized
to transact business in the Commonwealth of Pennsylvania, and having its principal office at _____

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto Wilson School
District (hereinafter called the "Obligee"), as Obligee, in the sum of _____

Dollars (\$ _____) lawful
money of the United States of America, for payment of which we bind ourselves, and each of our
respective heirs, legal representatives, successors and assigns, jointly and severally, by these
presents, on this _____ day of _____, 2019.

WHEREAS, said Principal is herewith submitting to the Obligee a Bid to supply _____

for the Obligee's performance of the Wilson School District 2019 School Van Bid pursuant to
Specifications and other Contract Documents incorporated into the Obligee's Contract
Documents by reference; and it is a condition of the Obligee's receipt and consideration of said
Bid that such shall be accompanied by Bid Security to be held by the Obligee on terms embodied
herein.

THEREFORE, the condition of this obligation is that if said Principal shall upon the
Obligee's delivery to the Principal of seven (7) days notice of intention to accept the Principal's
Bid and to make a formal award of Contract enter into such Contract and shall furnish insurance
certificates in all respects as required by the Contract Documents, then this obligation shall be
void, but otherwise it shall remain in full force. In the event of the failure to enter into such
Contract or furnish such certificates of insurance within the time specified, the Principal and
Surety shall pay to the Obligee the difference between the amount of the Principal's accepted
Bid and any higher amount for which the Obligee may contract for the required work, as well as
any advertising, legal and other expenses incurred by the Obligee by reason of the default;
provided, however, that the obligations of the Surety hereunder shall not exceed the amount of
this Bid Bond together with interest.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have
executed this Bid Bond the day and year aforementioned.

(Individual Principal)

(Signature of Individual)

Witness:
(SEAL)

Trading and doing business as:

Trading and doing business as:

Witness:

(Partnership Principal)

(Name of Partnership)

Witness:

(SEAL)

By _____

(SEAL)

By _____

(Partnership Principal)

(Corporation Principal)

(Name of Corporation)

ATTEST:

(Secretary)

By: _____
(President)

(CORPORATE SEAL)

or (if appropriate)

Witness:

*By: _____
(Authorized Representative)

*Attach appropriate proof, dated as of the same date as the Bid Bond, evidencing authority to execute on behalf of the corporation.

(Corporation Surety)

(Name of Corporation)

Witness or Attest:

*By: _____
(Attorney in Fact)

(CORPORATE SEAL)

**Attach an appropriate power of attorney, dated as of the same date as the Bid Bond, evidencing the authority of the Attorney-In-Fact to act on behalf of the Corporation Surety.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bid Bond the day and year aforementioned.

WILSON SCHOOL DISTRICT – 2019

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ of the Corporation named as PRINCIPAL, in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then _____ of said corporation; that I know the signee's signature, and the signature thereto is genuine; and that said Bid Bond is duly signed, sealed and attested for on behalf of said Corporation by authority of its governing body.

(Affix Corporate Seal)

(Assistant Secretary)

Wilson School District – 2019

NON-COLLUSION AFFIDAVIT

Commonwealth of Pennsylvania :
: s.s

County of _____ :

I state that I am _____ of _____
(Title) (Name of My Company),

the Bidder that submitted that attached Bid and that I am authorized to make this affidavit on behalf of my company, its owners, directors, and officers. I am the person responsible in my company for the price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement by the Bidder, any of its sureties, agents, representatives, owners, employees, or parties in interest with any other contractors, bidders, potential bidders or any other sureties, agents, representatives, owners, employees or parties in interest of any other contractors, bidders or potential bidders. The price(s) quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its sureties, agents, representatives, owners, employees, or parties in interest, including this affidavit.

(2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other company or person who is a bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder or potential bidder, and they will not be disclosed before opening bid.

(3) No attempt has been made or will be made to induce any company or person to refrain from bidding on this Contract, or to submit a Bid higher than this Bid, or to submit any collusive or intentionally high or non-competitive Bid or other form of complementary Bid.

(4) The Bid of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder or potential bidder to submit a complementary or other non-competitive Bid.

(5) _____, its affiliates, subsidiaries, officers, directors, and
(Name of My Company)

employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that
(Name of My Company)

the above representations are material and important, and will be relied on by the Wilson School District in awarding the Contract(s) for School Vans which this Bid is submitted.

I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Wilson School District of true facts relating to the submission of Bids for this Contract.

(Name and Position in Company)

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 2019

Notary Public

My Commission Expires:

2019

ACKNOWLEDGEMENT - RECEIPT OF REVISIONS/ADDENDUMS

I (We) hereby acknowledge receipt of the following revisions and/or addendums to the Specifications and other Contract Documents:

REVISION/ADDENDUM NUMBER

DATE RECEIVED

BIDDER'S
NAME:

ADDRESS:

DATE:

SIGNATURES:

**WILSON SCHOOL DISTRICT – VAN BID 2019
BID CERTIFICATION**

(Name of Bidder)

(Business Address of Bidder)

(Date)

WILSON SCHOOL DISTRICT:

This is a Bid to provide SCHOOL TRANSPORTATION VEHICLES. This Bid is due at or before 12:00 p.m., local time, on October 15, 2019. Bids must be submitted on the Bid Form prepared by the Wilson School District.

The undersigned, having examined carefully the Bid Documents, agrees to furnish the goods identified on the Bid Form, as described in the Specifications, with any exceptions or alternates permitted by the Wilson School District, within thirty (30) days of the award of the bid. Bidder acknowledges that the Wilson School District may purchase more or less than the number of units identified on the Bid Form, at the Wilson School District's sole discretion, should Bidder be the Successful Bidder, and should the Wilson School District award the Contract to Bidder.

Bids shall be placed in a sealed envelope plainly marked SCHOOL VAN BID and addressed to the Wilson School District, 2601 Grandview Boulevard, West Lawn, PA 19609-1324, Attention: Business Office.

This certifies that (1) this Bid is genuine and is not a sham, collusive or fraudulent; (2) this Bid is not made in the interest of or in behalf of any other person other than the undersigned; and (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other Bidder.

Individual Principal (Trading and/or Doing Business as: _____)

Witness:

By: _____

Name: _____

Partnership Principal

Name of Partnership: _____

By: _____

Witness:

Name: _____

By: _____

Witness:

Name: _____

Title: _____

Corporate/Limited Liability Principal

Name of Corporation: _____

By: _____

Attest:

Name: _____

Title: _____*

[SEAL]

* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.

SCHEDULE A

Wilson School District

Vehicles Specifications

All vehicles used in the performance of the Contract shall at all times conform to the standards for school transportation vehicles approved by the Department of Transportation, Public Utility Commission, Bureau of Traffic Safety, and Mass Transit Authority, as applicable. All vehicles shall conform to the provision of the law of the Commonwealth of Pennsylvania, shall pass annual state required inspections, and be in good mechanical and sanitary condition.

Video Monitors. All vehicles purchased must be equipped with the Seon Video system video recording devices. All vehicles must have proper signage indicating audio and video equipment is in use. All vans shall be equipped with one (1) devices located in the front center roof area. All video systems must be equipped with an HD DVR and must be able to transmit video/audio data wirelessly once in the transportation lot.

All vans shall say "Wilson School District" on the side in black, easily readable lettering.

SCHEDULE A

Wilson School District

Vehicles Specifications

Dimensions

- * Exterior length: 219.9"
- * Exterior height: 82.2"
- * Front track: 68.2"
- * Turning radius: 21.5'
- * Rear legroom: 33.7"
- * Front headroom: 40.8"
- * 3rd row headroom: 40.6"
- * Rear hiproom: 69.6"
- * Front shoulder room: 67.9"
- * 3rd row shoulder room: 67.0"
- * Maximum cargo volume: 224.5cu.ft.
- * Exterior width: 81.3"
- * Wheelbase: 129.9"
- * Rear track: 68.6"
- * Front legroom: 39.7"
- * 3rd row legroom: 35.6"
- * Rear headroom: 41.1"
- * Front hiproom: 67.5"
- * 3rd row hiproom: 67.3"
- * Rear shoulder room: 71.4"
- * Cargo volume: 39.1cu.ft.

Powertrain

- * 275hp 3.7L DOHC 24 valve V-6 engine with Ti-VCT variable valve control, SMPI
- * ULEV II
- * Rear-wheel drive
- * Fuel Economy Cty: N/A
- * Capless fuel filler
- * Recommended fuel : regular unleaded
- * 6 speed automatic transmission with overdrive
- * Limited slip differential
- * Fuel Economy Highway: N/A

Suspension/Handling

- * Front independent strut suspension with anti-roll bar, HD shocks
- * Hydraulic power-assist rack-pinion Steering
- * LT235/65SR16 CBSW AS front and rear tires
- * Rear rigid axle leaf spring suspension with HD shocks
- * Front and rear 16 x 7 steel wheels

Body Exterior

- * 3 doors
- * Driver and passenger power remote heated, power folding door mirrors with turn signal indicator
- * Black door mirrors
- * Running boards
- * Front and rear 16 x 7 wheels
- * Split swing-out right rear passenger
- * Turn signal indicator in mirrors
- * Black bumpers
- * Clearcoat paint
- * 1 rear tow hook(s)

Convenience

- * Manual air conditioning
- * Auxiliary rear heater
- * Power front windows
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * 1 1st row LCD monitor
- * Driver and passenger door bins
- * Rear HVAC
- * Cruise control with steering wheel controls
- * Driver 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * Front and rear cupholders
- * Rear door bins

Seats and Trim

- * Seating capacity of 10
- * 4-way driver seat adjustment
- * Driver armrest
- * Fixed 3rd row split-bench seat
- * Metal-look instrument panel insert
- * Front bucket seats
- * 4-way passenger seat adjustment
- * Fixed rear bench seat
- * Removable 4th row bench seat

Entertainment Features

- * AM/FM stereo radio
- * CD-MP3 decoder
- * 6 speakers
- * Single CD player
- * Auxiliary audio input
- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fixed rearmost windows
- * Front reading lights
- * Camera(s) - rear
- * Trip computer
- * Trip odometer
- * Variable intermittent front windshield wipers
- * Light tinted windows
- * Tachometer
- * Low tire pressure warning
- * Parking sensors

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * ABS and driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Airbag supplemental restraint system occupancy sensor
- * Manually adjustable front head restraints
- * Brake assist with hill hold control
- * AdvanceTrac w/Roll Stability Control Electronic stability control
- * Dual front impact airbag supplemental restraint system
- * Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * Manually adjustable rear head restraints

Dimensions

General Weights

Curb	5,642 lbs.	GVWR	8,550 lbs.
Payload	3,000 lbs.		

Front Weights

Front GAWR	4,130 lbs.	Front curb weight	2,916 lbs.
Front axle capacity	4,130 lbs.	Front spring rating	4,130 lbs.
Front tire/wheel capacity	6,394 lbs.		

Rear Weights

Rear GAWR	5,070 lbs.	Rear curb weight	2,726 lbs.
Rear axle capacity	5,515 lbs.	Rear spring rating	5,070 lbs.
Rear tire/wheel capacity	5,996 lbs.		

General Trailering

Towing capacity	4700 lbs.	GCWR	10800 lbs.
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Fuel Tank type

Capacity	24.99 gal.	Capless fuel filler	Yes
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Off Road

Load floor height	28 "
-------------------------	------

Interior cargo

Cargo volume	39.1 cu.ft.	Maximum cargo volume	224.5 cu.ft.
Height	52.8 "	Length	124.0 "
Minimum width	53.7 "	Maximum width	69.8 "

Powertrain

Engine Type

Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	3.7L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Ti-VCT		

Engine Spec

Bore	3.76"	Compression ratio	10.5:1
Displacement	228 cu.in.	Stroke	3.41"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	Output	275 HP @ 6,000 RPM
Torque	260 ft.-lb @ 4,000 RPM		

Alternator

Type	HD	Amps	250
------	----	------	-----

Battery

Amp hours	70	Run down protection	Yes
-----------	----	---------------------	-----

Engine Extras

Oil cooler	Yes
------------	-----

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

Transmission Gear Ratios

1st	4.17	2nd	2.34
3rd	1.52	4th	1.14
5th	0.86	6th	0.69
Reverse Gear ratios	3.4		

Transmission Torque Converter

Stall ratio	2.00
-------------	------

Transmission Extras

Sequential shift control	SelectShift	Oil cooler	Regular duty
--------------------------	-------------	------------	--------------

Drive Type

Type	Rear-wheel
------	------------

Drive Feature

Limited slip differential	Mechanical	Traction control	ABS and driveline
---------------------------	------------	------------------	-------------------

Drive Axle

Ratio	3.73
-------	------

Exhaust

Material	Stainless steel	System type	Single
----------	-----------------	-------------	--------

<i>Emissions</i>		
CARB	ULEV II	EPA
		Tier 2 Bin 8
<i>Fuel Economy</i>		
Fuel type	Gasoline	
<i>Acceleration</i>		
0-60 mph (s)	8.78	
<i>1/4 Mile</i>		
Seconds	16.8	Speed
		85 mph
<i>Skid Pad</i>		
Lateral acceleration (g)	0.7	
<i>Slalom</i>		
Speed	53 mph	

Driveability

Brakes

ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front

Brake Assistance

Brake assist	Yes	Hill hold control	Yes
--------------------	-----	-------------------------	-----

Suspension Control

Ride	Regular	Electronic stability control	Stability control with anti-roll
------------	---------	------------------------------------	----------------------------------

Front Suspension

Independence	Independent	Type	Strut
Anti-roll bar	Regular		

Front Spring

Type	Coil	Grade	Regular
------------	------	-------------	---------

Front Shocks

Type	HD
------------	----

Rear Suspension

Independence	Rigid axle	Type	Leaf
--------------------	------------	------------	------

Rear Spring

Type	Leaf	Grade	Regular
------------	------	-------------	---------

Rear Shocks

Type	HD
------------	----

Steering

Activation	Hydraulic power-assist	Type	Rack-pinion
------------------	------------------------	------------	-------------

Steering Specs

# of wheels	2
-------------------	---

Exterior

Front Wheels

Diameter 16"

Width 7.00"

Rear Wheels

Diameter 16"

Width 7.00"

Spare Wheels

Wheel material Steel

Front and Rear Wheels

Material Steel

Covers Full wheel

Front Tires

Aspect 65

Sidewalls BSW

Tread AS

Width 235mm

RPM 720

Diameter 16"

Speed S

Type LT

LT load rating C

Rear Tires

Aspect 65

Sidewalls BSW

Tread AS

Width 235mm

RPM 720

Diameter 16"

Speed S

Type LT

LT load rating C

Spare Tire

Mount Underbody w/crankdown

Type Full-size

Wheels

Front track 68.2"

Turning radius 21.5'

Rear track 68.6"

Wheelbase 129.9"

Body Features

Running boards Yes

Side impact beams Yes

Body material Fully galvanized steel

Rear tow hook(s) 1

Body Doors

Door count 3

Rear cargo Split swing-out

Right rear passenger Split swing-out

Exterior Dimensions

Length 219.9"

Body height 82.2"

Rear door opening width 59.8"

Body width 81.3"

Rear door opening height 46.9"

Rear door opening degree 180.0

Safety

Airbags

Driver front-impact Yes

Occupancy sensor Yes

Driver side-impact Seat mounted

Overhead Safety Canopy System curtain 1st, 2nd and 3rd row

Passenger front-impact Yes

Passenger side-impact Seat mounted

Seatbelt

Rear centre 3 point Yes
Pre-tensioners Front

Height adjustable Front
Pre-tensioners (#) 2

Security

Panic alarm Yes

Seating

Passenger Capacity

Capacity 10

Front Seats

Split Buckets

Type Bucket

Driver Seat

Fore/aft Manual
Way direction control 4

Reclining Manual

Passenger seat

Fore/aft Manual
Way direction control 4

Reclining Manual

Front Head Restraint

Control Manual

Type Adjustable

Front Armrest

Driver Yes

Rear Seats

Descriptor Bench
Type Fixed

Facing Front

Rear Head Restraints

Control Manual
Number 2

Type Adjustable

3rd Row Seats

Type Fixed
Facing Front

Descriptor Split-bench

3rd Row Head Restraint

Type Adjustable
Number 3

Control Manual

4th Row Seats

Type Removable
Facing Front

Descriptor Bench

4th Row Head Restraints

Type Adjustable
Number 3

Control Manual

Front Seat Trim

Material Vinyl

Back material Vinyl

Rear Seat Trim Group

Material Vinyl

Back material Vinyl

3rd Row Seat Trim

Material Vinyl

Back material Vinyl

Convenience

AC And Heat Type

Air conditioning Manual
Underseat ducts Yes
Headliner/pillar ducts Yes

Rear HVAC Yes
Auxiliary rear heater Yes

Audio System

CD Single
CD-MP3 decoder CD-MP3 decoder
Radio AM/FM stereo
Seek-scan Yes

CD location In-dash
Auxiliary audio input Yes
Radio grade Regular

Audio Speakers

Speaker type Regular

Speakers 6

Audio Antenna

Type Fixed

LCD Monitors

1st row 1

Primary monitor size (inches) 4

Cruise Control

Cruise control With steering wheel controls

Convenience Features

Driver foot rest Yes
Back-up alarm Yes

12V DC power outlet 3

Door Lock Activation

Type Power with 2 stage unlock
Integrated key/remote Yes

Remote Keyfob (all doors)
Auto locking Yes

Door Lock Type

Tailgate/rear door lock. Included with power door locks

Instrumentation Type

Display Analog

Instrumentation Gauges

Tachometer Yes
Engine hour meter Yes

Engine temperature Yes

Instrumentation Warnings

Oil pressure Yes
Battery Yes
Key Yes
Door ajar Yes
Service interval Yes
Low tire pressure Yes

Engine temperature Yes
Lights on Yes
Low fuel Yes
Trunk/liftgate ajar Yes
Brake fluid Yes

Instrumentation Displays

Clock In-radio display
Camera(s) - rear Yes

Systems monitor Yes

Instrumentation Feature

Trip computer Yes
Parking sensors Rear

Trip odometer Yes

Steering Wheel Type

Material Urethane
Telescoping Manual

Tilting Manual

Front Side Windows

Window 1st row activation Power

Windows Rear Side

2nd row activation Fixed

3rd row activation Fixed

Window Features

1-touch down Driver

Tinted Light

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior

Rear View Mirror

Day-night Yes

Headliner

Coverage Full

Material Cloth

Floor Trim

Coverage Full

Covering Vinyl/rubber

Trim Feature

Instrument panel insert Metal-look

Gear shift knob Urethane

Lighting

Dome light type Fade
Illuminated entry Yes

Front reading Yes
Variable IP lighting Yes

Floor Console Storage

Storage Yes

Type Partial

Storage

Driver door bin Yes
Glove box Locking
Rear yes Yes
Rear door bins Yes

Front Beverage holder(s) Yes
Passenger door bin Yes
Instrument panel Bin

Cargo Space Trim

Floor Vinyl/rubber

Trunk lid/rear cargo door Plastic

Cargo Space Feature

Tie downs	Yes	Light	Yes
<i>Legroom</i>			
Front	39.7"	Rear	33.7"
Third	35.6"	Fourth	35.6"
<i>Headroom</i>			
Front	40.8"	Rear	41.1"
Third	40.6"	Fourth	38.7"
<i>Hip Room</i>			
Front	67.5"	Rear	69.6"
Third	67.3"	Fourth	67.8"
<i>Shoulder Room</i>			
Front	67.9"	Rear	71.4"
Third	67.0"	Fourth	67.8"