



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 36 - Vehicles

Proc Folder: 541951

Doc Description: Addendum 2 - 15 passenger Wheelchair Accessible Bus

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-02-12	2019-02-19 13:30:00	CRFQ 0216 FLT1900000001	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

RECEIVED
 2019 FEB 19 AM 9:58

WV PURCHASING
 DIVISION

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum # 2 issued for the following reason:

1. To modify the bid opening date and time to Tuesday, February 19, 2019, 1:30 p.m.
2. To modify the specifications based on responses to vendor questions, see attached.
3. To publish a copy of the vendor questions with responses.

No other changes.

INVOICE TO:		SHIP TO:	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV25305 US		STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY 2700 CHARLES AVENUE DUNBAR WV 25064 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	2019 or newer 15 passenger Wheelchair accessible bus	1.00000	EA	\$59,195	\$59,195

Comm Code	Manufacturer	Specification	Model #
25101502			

Extended Description :

2019 or newer 15 passenger Wheelchair accessible bus per the attached specifications.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question deadline 1:00 p.m.	2019-02-01

SOLICITATION NUMBER: CRFQ FLT1900000001

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

Addendum # 2 issued for the following reason:

1. To modify the bid opening date and time to Tuesday, February 19, 2019, 1:30 p.m.
2. To modify the specifications based on responses to vendor questions, see attached.
3. To publish a copy of the vendor questions with responses.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ FLT1900000001
2019 or Newer 15 Passenger Wheelchair Accessible Bus
Vendor Questions

Q.1. I would like to request the following specification change.

Ref. section 3.1.1.8 - "Bus must have rubber mat flooring"

Replace current wording listed above to: "Altro Safety flooring"

A.1. Section 3.1.1.8 of the specifications has been modified to read the following:

3.1.1.8 "Bus flooring must be RCA Transit Flooring, Altro, Gerflor, or equal, being slip resistant, double grove rib design, and able to stand up to heavy traffic"

Q.2. Do you have any photos of existing buses that may help us understand 3.1.4? We are not clear on the reflective vinyl tape. Do you want that front to back on the vehicle? Or do you only want it around all emergency exit windows and the window on the rear door?

A.2. No photos are available. Per section 3.1.4.1 "The vehicle shall be stripped from front to back with exterior white reflective vinyl tape around the egress passenger windows.

Section 3.1.4.1 has been modified to read:

3.1.4.1 "The vehicle shall be stripped from front to back with exterior white reflective vinyl tape, and the reflective tape must also be applied around the egress passenger windows. The exact location and size will be agreed upon between the Real Estate Division, Parking Section and the successful Vendor after award".

Q.3. Is the awarded vendor supplying any additional logos, lettering or decals that are not specifically called out in the bid?

A.3. Section 3.1.4.2 has been modified to read:

3.1.4.2 Successful vendor to work directly with the Real Estate Division, Parking Section regarding state logo, and lettering to be applied to shuttle. Logo will consist of the following:

State of West Virginia Logo, approximate size, 12" diameter:



Approximate five (5) inch lettering in blue "Capitol Shuttle".

Approximate five (5) inch lettering in blue with phone number "(304) 558-0248".

Attached is a copy of the revised specifications.

REQUEST FOR QUOTATION
One, 2019 or Newer 15 Passenger Wheelchair Accessible Bus
FOR THE REAL ESTATE DIVISION, PARKING SECTION

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Fleet Management Office (FMO) for the Real Estate Division, Parking Section in Charleston, WV, to establish a contract for the one time purchase of one, 2019 or newer 15 passenger wheelchair accessible bus.

The vehicle supplied shall conform in all respects to the applicable Motor Vehicle laws of the State of West Virginia. Federal motor vehicle safety standards, Environmental Protection Agency, Federal and State regulations in effect at the time of manufacture and all must be in compliance with Americans with Disabilities Act (ADA) regulations at the time of production of the vehicle commences.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below.

2.1 “Contract Item” means a 15 passenger wheelchair bus as more fully described by these specifications.

2.2 “DMV” means Division of Motor Vehicles, State of West Virginia.

2.3 “Fire Resistent” means materials have a flame-spread index less than 150 as measured in a radiant panel frame test per FTA Docket 90A.

2.4 “Fireproof” means materials that will not burn or melt at temperature less than 2,000 degrees Fahrenheit.

2.5 “Gross Load” means one hundred and seventy five (175) pounds for every design passenger seating position and for the driver, and three hundred (300) pounds for every wheelchair station. Vehicle will not be operated without standees.

2.6 “Pricing Page” means the pages, contained in WVOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.7 “RED” means Real Estate Division, Parking Section.

2.8 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.9 “Warranty” means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer’s responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A

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warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

All OK

3.1.1 15 (fifteen) Passenger Wheelchair Bus

3.1.1.1 Bus must have a total capacity of fifteen (15) passengers.

3.1.1.1.1 Consisting of twelve (12) seats.

3.1.1.1.2 Two (2) wheelchair tie downs.

3.1.1.1.3 One driver seat.

3.1.1.1.4 The driver and twelve (12) passenger seats must be mid back vinyl.

3.1.1.1.5 Must have interior AV grab handles fastened on the tops of the seat backs, and they will be required to be on each seat to make it easier for the passengers to get up and have a place to hold on to.

3.1.1.1.6 All seats must have seat belts.

3.1.1.1.7 Fuel type must be Gasoline.

3.1.1.2 The bus vehicle mechanical features must include a minimum of three (3) year or 36,000-mile bumper to bumper warranty with a zero-dollar deductible during this warranty period with the authority to use the closest dealer in proximity for warranty issues.

3.1.1.3 Bus must have a fully automatic wheelchair lift

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FOR THE REAL ESTATE DIVISION, PARKING SECTION

- 3.1.1.3.1.** Wheelchair lift must have a minimum one (1) year warranty for all parts and labor with a zero dollar deductible during this warranty period.
- 3.1.1.3.2.** Wheelchair securement areas and systems shall fully comply with all applicable U.S. Department of Transportation's American's with Disabilities requirements.
- 3.1.1.4** Bus must have a minimum of 6.0L EFI V8 Engine, or Hybrid equal.
- 3.1.1.5** Bus must have automatic transmission.
- 3.1.1.6** Bus must have anti-lock braking system.
- 3.1.1.7** Bus must have Mor/Ryde suspension system or equal with the following:
 - 3.1.1.7.1** Minimum 4" suspension travel
 - 3.1.1.7.2** Added lateral support to reduce frame stress
 - 3.1.1.7.3** A shock absorber at each wheel where needed
 - 3.1.1.7.4** Suspension should have sufficient capacity to accommodate 15 passengers which include all mobile related ADA equipment, wheelchairs, etc.
- 3.1.1.8** Bus flooring must be RCA Transit Flooring, Altro, Gerflor, or equal, being slip resistant, double grove rib design, and able to stand up to heavy traffic"
- 3.1.1.9** Bus must be white in color.
- 3.1.1.10** Bus must have six (6) all season standard tires.
 - 3.1.1.10.1** Bus must have dual rear wheels
- 3.1.1.11** Bus must have legal tinted windows.
- 3.1.1.12** Bus must have bi-folding passenger walk through door.
- 3.1.1.13** Bus must have a minimum of 70,000 BTU front and rear air conditioning with 35,000 BTU rear heat.
- 3.1.1.14** Bus must have a minimum of an AM/FM radio.
- 3.1.1.15** Bus must have interior overhead lights and exterior lift lights.

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FOR THE REAL ESTATE DIVISION, PARKING SECTION

3.1.1.16 Bus wheelchair lift must measure a minimum of 34"W x 54"L.

3.1.1.16.1 Wheelchair lift must have a minimum lifting weight capacity of 1,000 lbs.

3.1.1.16.2 Wheelchair lift must be located in the rear on the passenger side.

3.1.1.17 Bus must have power steering.

3.1.1.18 Bus must have license mounts located on the front and rear bumpers. Prior to delivery, vehicle must be pre-drilled, with hardware installed, to meet specifications required for both front and rear license plates. Any vehicle delivered without such plate mounts will be rejected.

3.1.1.19 Bus must have Bluetooth and back-up camera with LCD display.

3.1.2 WHEELCHAIR SECUREMENT SYSTEM

3.1.2.1 Each wheelchair station shall have a securement system fully complying with ADA requirements and capable of securing most common wheelchairs and other mobility aid devices. Each wheelchair space shall have at least six (6") inches in between each space for easy access of driver.

3.1.2.2 At each required wheelchair position, a wheelchair security system shall be provided to securely hold the wheelchair in the wheelchair position.

3.1.2.3 Provisions shall be made, in the wheelchair position area, to stow the straps and buckles off the floor when they are not in use. The stored straps shall not interfere with passenger movement or sitting space.

3.1.2.4 The vendor shall provide with vehicle upon delivery a pamphlet, brochure or similar literature describing and instructing the use and maintenance of the wheelchair securement system and shall demonstrate to the recipient the proper method of using the system. Demonstration of the securement system must be performed to insure correct use of the system.

*Ok
with
added
comments*

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FOR THE REAL ESTATE DIVISION, PARKING SECTION

SURE-COK
Titan
AL 812 S-4C

- 3.1.2.5** A restraint system shall be provided for the occupant of the wheelchair at each wheelchair position. The restraint system shall be a seat belt assembly permanently attached to the floor or side of the vehicle or to the wheelchair lock supports. The restraint system shall be capable of securing a passenger in all types of wheelchairs or scooters, while the chairs are locked in position. The seat belt shall be at least eighty (80) inches long and shall be easily fastened and unfastened by the wheelchair occupant. Each seat belt shall be equipped with a retractor or other device, which keeps the seat belt webbing or strap off the floor when the seat belt is not in use. A complete retractable wheelchair and occupant restraint system with S-Hooks shall be installed at each wheelchair location. The system will have automatic belt retractors; tensioning knobs; and easy to use tension release mechanisms. The system shall be a Q-Straint QRT 360 Deluxe, Secura brand, or equal with the brand appropriate L-Track System to be used.
- 3.1.2.6** Wheelchair retractors shall be fully automatic, auto locking and self-tensioning.
- 3.1.2.7** Retractors shall automatically remove any slack in the webbing after they are secured to the wheelchair.
- 3.1.2.8** Retractors are self-retracting; therefore, no belts are left on the floor, keeping them cleaner and longer lasting.
- 3.1.2.9** Retractor shall have a 'LOCKED' indicator tag and shall only be visible when the retractor is in the LOCKED mode assuring the retractor is not in the release condition when properly secured to the wheelchair.
- 3.1.2.10** Retractors shall be heavy duty with heat treated structural components and plated for superior corrosion resistance.
- 3.1.2.11** Retractors shall have BLUE or BLACK webbing and the occupant restraints shall be of a contrasting color for easy identification in the field. Retractors shall be designed to be low profile to fit under most wheelchair foot rests.
- 3.1.2.12** Retractors shall be equipped with anchoring points for the attachment of the occupant restraint lap belts.

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FOR THE REAL ESTATE DIVISION, PARKING SECTION

- 3.1.2.13** Retractors shall be able to be used with a variety of shoulder/lap belt combinations.
- 3.1.2.14** Retractors shall have manual knobs for additional tightening, if needed.
- 3.1.2.15** Retractor shall be able to secure a wheelchair with one hand in as little as 10 seconds.
- 3.1.2.16** Retractors shall have a warranty period of three (3) years and shall have a manufacturing label to identify the part number and date of manufacture for easy traceability.
- 3.1.2.17** Retractors, occupant restraints, and anchoring equipment shall be installed in accordance with the manufacturer's installation instructions and recommendations.
- 3.1.2.18** Medium-duty L-Track with flanges, mounting holes, and clear anodized finish to be used, like FE-748-100-PD4C track with end caps, or equal, floor anchoring product for wheelchair tie-downs and occupant restraint systems. The division accepts standard non-anodized aluminum L-Track. L-Track should run full length of the vehicle.
- 3.1.2.19** The seams between the flooring and the track need to be treated to ensure that no moisture can get to the track to cause track deterioration.
- 3.1.2.20** Track and securement system need to comply with manufacturer's recommendations using the same manufacturer's track and securement system.
- 3.1.2.21** Vendor shall provide four (4) each of 16" (sixteen inch) quick straps for each for each securement location.
- 3.1.2.22** The retractors shall be designed to be low profile to fit under most wheelchair foot rests.
- 3.1.2.23** The vendor shall provide upon delivery a pamphlet, brochure or similar literature describing and instructing the use and maintenance of the wheelchair securement system and shall demonstrate to the recipient the proper method of using the system. Demonstration of the securement system must be performed to insure correct use of system.

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OK

3.1.3 EXTERIOR: Vehicle exterior paint shall be OEM standard "white" finish.

3.1.3.1 Sign and numbers shall be fade, chip, and peel resistant: NO painted signs, decals, or pressure sensitive appliques.

3.1.3.2 All decals shall be sealed with clear, waterproof sealant around the edges and on all exposed surfaces.

3.1.3.3 Successful vendor to work directly with State of West Virginia, Fleet Management Division regarding what logo, stripes, etc. to be applied.

OK

3.1.4 EXTERIOR REFLECTIVE VINYL TAPE

3.1.4.1 The vehicle shall be stripped from front to back with exterior white reflective vinyl tape, and the reflective tape must also be applied around the egress passenger windows. The exact location and size will be agreed upon between the Real Estate Division, Parking Section and the successful Vendor after award.

3.1.4.2 Successful vendor to work directly with the Real Estate Division, Parking Section regarding state logo, and lettering to be applied to shuttle. Logo will consist of the following:

State of West Virginia Logo, approximate size, 12" diameter:



Approximate five (5) inch lettering in blue "Capitol Shuttle".

Approximate five (5) inch lettering in blue with phone number "(304) 558-0248".

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3.1.4.3 When reflective tape and paint are used for the same color on vehicle, they must match (Example: painting the vehicle skirt and using tape stripes for the side of the vehicle must match.)

3.1.4.4 Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.

OK

3.1.5 INTERIOR DECALS: To be installed unless noted otherwise.

3.1.5.1 “No Smoking” at the front top of the vehicle.

3.1.5.2 “Seat Belt Usage Required” at the front top of the vehicle.

3.1.5.3 “EMERGENCY EQUIPMENT” – RED, Parking Section will install.

3.1.5.4 All emergency exits and windows to be noted with decals.

3.1.5.5 Clearance _____ feet _____ inches” above driver’s visor. Specific figures on clearance will be determined by exact dimension of vehicle.

3.1.5.6 “Emergency Dial 911” at the top front of the vehicle.

3.1.5.7 Black lettering on yellow background “Watch Your Step” decal shall be affixed to entrance stop riser.

OK

3.1.6 EXTERIOR DECALS: To be supplied and installed.

3.1.6.1 “Vehicle Stops at all Railroad Crossings” on the back of the vehicle.

3.1.6.2 The International Wheelchair Accessibility symbol on the back of the vehicle.

3.1.6.3 “Caution Frequent Stops” on the back of the vehicle.

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FOR THE REAL ESTATE DIVISION, PARKING SECTION

3.1.6.4 "CAUTION: STAND CLEAR FOR LIFT OPERATIONS" on lift door.

OK

3.1.7 EMERGENCY/SAFETY EQUIPMENT

3.1.7.1 First Aid Kit – First Aid kit shall comply with the United States Department of Labor, Occupational Safety & Health Administration's minimal acceptable number and type of first-aid kits required under paragraph (d) (2) of the logging standards. First-Aid kits shall be stored in storage compartment or mounted so as to provide for access in the event of an accident, away from foot traffic.

3.1.7.2 Kit shall be housed in a polypropylene or metal box which contains at least the following items:

3.1.7.2.1 Instant Cold Pack (1)

3.1.7.2.2 Certicaine or Burn Spray (minimum 1 oz)

3.1.7.2.3 1"x3", or comparable size, Adhesive Bandages, twenty five (25)

3.1.7.2.4 3/4" x 3", or comparable size, Adhesive Bandages, ten (10)

3.1.7.2.5 Extra Large Adhesive Bandages, ten (10)

3.1.7.2.6 3"x3" minimum size Gauze Pads, ten (10)

3.1.7.2.7 Antiseptic Wipes, ten (10)

3.1.7.2.8 2" x 6 yds minimum size Gauze Bandage

3.1.7.2.9 1/2" x 2.5 yds. or similar Adhesive Tape

3.1.7.2.10 Burn Ointment (1/8 oz minimum), four (4)

3.1.7.2.11 Insect Sting Swabs, four (4)

3.1.7.2.12 PVP Iodine Swabs, four (4)

3.1.7.2.13 Tweezers, one (1)

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3.1.7.2.14 Scissors, one (1)

3.1.7.2.15 Safety Pins, five (5)

OK — 3.1.8 **Fire Extinguisher** – 5 lb dry chemical fire extinguisher with a minimum of a 20-A:180-B: C rating shall be approved in vehicle and shall be mounted in an accessible compartment with a hinged door or on a vehicular-type quick access bracket away from foot traffic.

Safety Vest shipped separately — OK — 3.1.9 **Web/Seat Belt Cutter:** A 5.5" x 3" Web/Seat Belt Cutter – shall be secured in a location accessible from the driver's seat.

— 3.1.10 **Safety Vest:** A highly visible reflective safety vest to be worn by the driver in case of an emergency that makes the driver visible to evacuating passengers and other motorists.

4. CONTRACT AWARD:

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.

4.2 **Pricing Page:** If responding on paper, Vendor should enter the Unit Price on page two (2), Commodity Line 1, then multiply by the Unit Price by the Quantity, and enter the Total Price in Commodity Line 1. Vendor must include the manufacturer, brand, model name, and number of vehicle in the column provided. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

If responding within WVOASIS, vendor should enter the Unit Price for the commodity line and WVOASIS will automatically calculate the Total Price. Vendor must include the manufacturer, brand, model name, and number of vehicle. Vendor should complete the WVOASIS Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

5. PAYMENT:

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FOR THE REAL ESTATE DIVISION, PARKING SECTION

- 5.1 Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. In this case, after delivery and acceptance by the Real Estate Division, Parking Section, 601 57th Street SE, Suite 3, Charleston, WV 25304. The original invoice, Certificate of Origin, odometer statement, and title application must be completed and delivered to the Fleet Management Office, 2101 Washington Street, Charleston, WV 25305, Attention: Ms. Becky Farmer.

6. DELIVERY AND RETURN:

- 120 day
delivery
after
PO receipt
- 6.1 **Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 90 working days after receiving a purchase order. Contract Items must be delivered to Real Estate Division, c/o Surplus Property, 2700 Charles Avenue, Dunbar, WV 25064.

- 6.2 **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 **Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

Contract Manager: Evan Kushner

Telephone: 845-263-0887

Fax: 518-935-9700

Email: EKushner@BusCrazy.NET

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: FLT1900000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.


Don Brown Bus Sales Inc.
Company

[Signature], Regional Sales Manager
Authorized Signature


2/14/19
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Evan Kushner, Regional Sales Manager
(Name, Title)
 Regional Sales Manager
(Printed Name and Title)
703 County Hwy 107 Johnstown, NY 12095
(Address)
845-263-0887 / 518-938-9700
(Phone Number) / (Fax Number)
E.KUSHNER@BYS/127.NET
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Don Brown BYS Sales Inc
(Company)
 Regional Sales Manager
(Authorized Signature) (Representative Name, Title)
Evan Kushner, Regional Sales Manager
(Printed Name and Title of Authorized Representative)
2/14/19
(Date)
845-263-0887
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Don Brown Bus Sales, Inc

Authorized Signature: _____ Date: 1/31/19

State of New York

County of Fulton, to-wit:

Taken, subscribed, and sworn to before me this 31 day of January

My Commission expires August 17, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC

DARCY YADDAW
NOTARY PUBLIC-STATE OF NEW YORK
No. 01YA6329267
Qualified in Fulton County
My Commission Expires August 17, 2019



2019 ALLSTAR & STARLITE Price & Order Form

4/15/2016

V16-4-15A

This area is reserved to enter contract names or fleet names, template names, etc.

TO ADD FACTORY PDI TO THIS ORDER ENTER YES HERE:

Date: 2/14/2019

ARE FTA FUNDS USED? ENTER YES OR NO HERE:

ORDER#

Dealer Pick Up: Ship Best Way to Location Below:

Dealer Code Number: _____
 Dealer Name: Don Brown Bus Sales, Inc.
 Address: 703 County Highway 107
 City/State: Johnstown, NY 12095
 Contact: Evan Kushner
 Phone & Fax: 845-23-0887
 Contact Email: ekushner@buscrazy.net
 Starcraft Sales Rep: _____
 Starcraft Print #: _____

Shipping Location: _____
 Address: _____
 City/State: _____
 Phone/Contact: _____
 Payment Method: _____
 Order Quantity: 1 Dealer P.O. Number: _____
 End User Name: WV RE DIVISION PARKING SECTION
 Chassis Releasing Dealer: _____
 FIN CODE if applicable: _____

If Alternate Fuel Conversion, Enter Fuel Type Here:

CHASSIS INFORMATION FOR ORDER

CHASSIS V.I.N. KEY CODE: CHASSIS YEAR:

FOR AIRPORTER ORDERS ENTER DUAL DOOR HERE:

Special Order Chassis Options:

Drop Ship Chassis Details Needed: Shipping Dealer, VIN, Options

SEAT COLOR & EXTERIOR GRAPHIC INFORMATION REQUIRED

Seat Fabric: PASSENGER SEATS 686 NEWPORT ASH GREY / DRIVER SEAT SEE ATTACHED SEAT DIAGRAM

Std. Exterior Graphic: Enter NONE, BLUE, BURGUNDY OR GREEN

CUSTOM GRAPHICS: **ENTER THE GRAPHICS AND VENDOR INFORMATION IN THE BOX BELOW:**

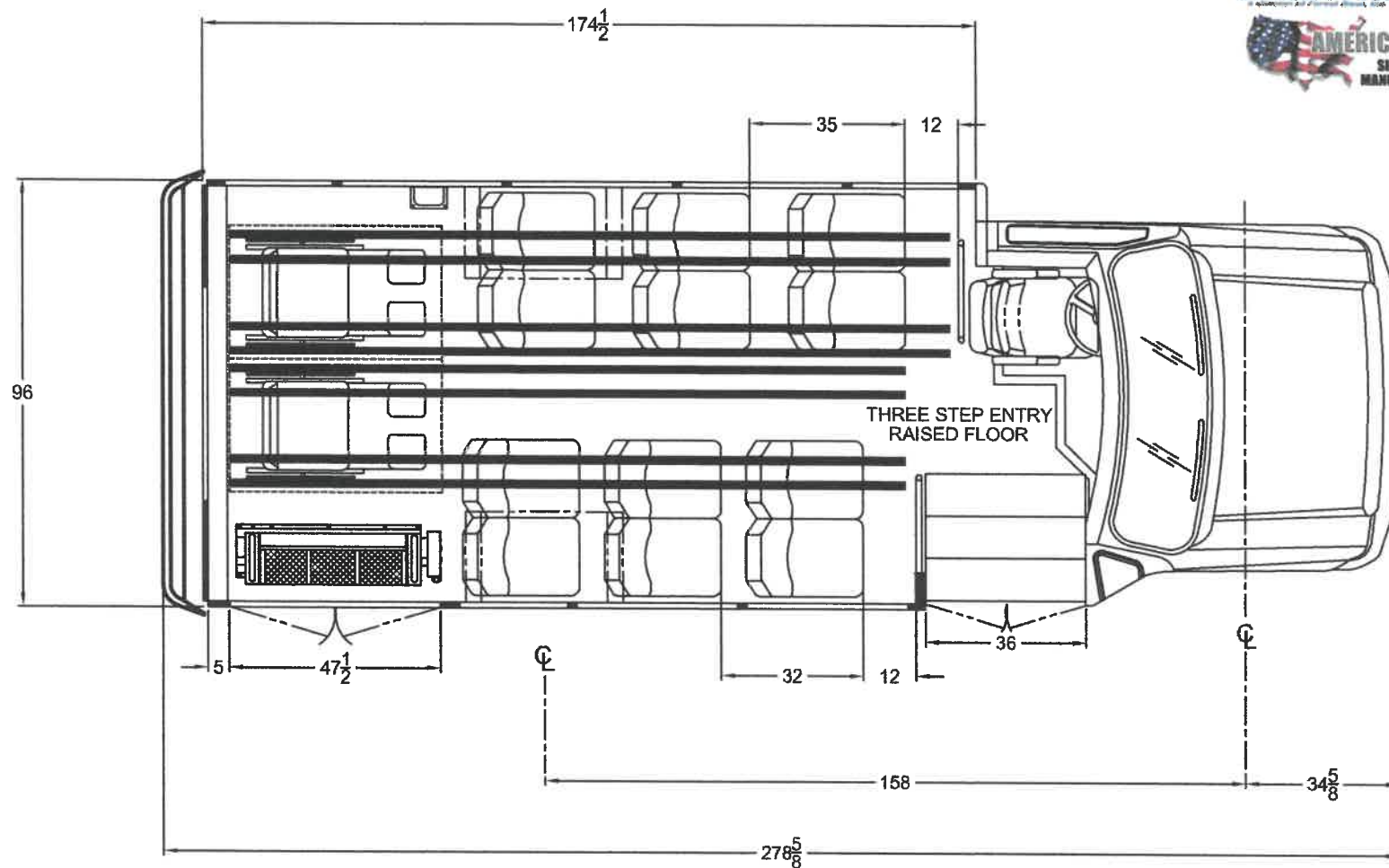
MODEL INFORMATION

	Code	Qty
ALLSTAR - FORD E350		1
CONVERSION ONLY PRICING		
Allstar 22' 158" WB E-350 6.8L Gas W/225 AMP OEM ALT	ST 2906 C	1
SPECIAL INSTRUCTIONS OR NOTES		1
STARCRAFT WARRANTY: 5 YEARS/100,000 MILES		1
MINIMUM 6" BETWEEN WHEELCHAIR SECUREMENT AREAS		1
SMITH GRAPHICS TO SUPPLY LETTERING PER BID SPEC		1
APPLY WHEELCHAIR SYMBOL ON REAR OF BUS		1
FIRE EXTINGUISHER MUST BE 5LB 20-A:B:C RATED		1
FIRE EXTINGUISHER MUST BE MOUNTED		1
SPECIAL BUILD ORDER		1
INTERMOTIVE FLEX TECH ELECTRICAL SYSTEM	ST 0599	1

ORDER#

Dealer Pick Up: Ship Best Way to Location Below:

STANDARD ROSCO STSK4750 BACKUP CAMERA SYSTEM W/7" REARVIEW	ST	0599		1
MONITOR/MIRROR COMBO	ST	0599		1
L TRACK MUST RUN FULL LENGTH OF THE BUS	ST	0599		1
FIRST AID KIT PER BID SPEC	ST	0599		1
SIDEWALL / REARWALL / CEILING				1
Sidewall: Grey FRP	05	STD		1
Rearwall: Grey Seaspray Fabric	05	STD		1
Ceiling: Grey Seaspray Fabric	05	STD		1
Driver Area: Grey Padded Vinyl	05	STD		1
FLOORING - WHITE NOSING IS STANDARD				1
Aisle: Gerflor Sirius NT #6801 Graphite (Black)	05	STD		1
Under Seats: Gerflor Sirius NT #6801 Graphite (Black)	05	STD		1
Raised Floor 3 Step Flat to Front ** ALLSTAR OPTION ONLY	05	2103		1
CHASSIS				
Mor-Ryde RL Suspension	05	2213		1
ENVIRONMENTAL CONTROL				
TRANS/AIR AIR CONDITIONING SYSTEMS				1
DUAL COMPRESSOR SYSTEMS BULKHEAD OR IN WALL MOUNT EVAPORATOR				1
TAFM55SUPER 70K - TAFM56 REAR MOUNT EVAP - SMC3L COND - 10 C.I.D. COMP				1
TAFM553 SUPER 10	FORD 6.8 LITRE GAS ENGINE	05	2326	1
HEATERS				1
Hot Water Heater, 35K BTU 3 Speed Low Profile	05	2044		1
EXTERIOR LIGHTS				1
Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds	05	STD		1
AUDIO / VISUAL				1
Jensen JHD3630BT AM/FM/CD/Clock Blue Tooth/USB Enabled PA Ready 4 Spkrs	05	2874		1
Bluetooth Microphone for JHD3630BT Radio (phone calls, etc.) W/Visor Clip	05	2875		1
DOORS / HATCH / WINDOWS				1
Electric Entry Door is Standard. Add Option #2056 if Manual is Desired				
Passenger Door Electric (standard)	05	2887		1
Passenger Door 36" ROUGH OPENING (STANDARD)	05	2063		1
Rear Door, (1) Window LH Hinge is Std Specify if RH	05	2016		1
PARATRANSIT OPTIONS				1
Double W.C. Doors w/ Windows, Interior Light, Leaf Spring, LED Exterior Lighting	05	2015		1
IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?		REAR		1
BRAUN LIFTS				1
Braun Century NCL 1000 3454HB-2 1000# (34"x54") *N/A FRONT LIFT 138/139"WB	05	2819		1
LIFT FAST IDLE WITH 403 INTERLOCK				1
Intermotive Gateway 505-F Ford E or 515-F Transit Fast Idle with Lift Interlock	05	2714		1
SureLok W.C. Securement Kits, Accessories				1
AL812S-4C Titan (4)AL800855S Tie Down LTrack & AL700727HA Sidr/Lap Belt	05	2891		2
FE200750-16 16" Quick Strap	05	2844		8
Sure-Lok Belt Cutter (ship loose)	05	2177		1
Sure-Lok Belt Storage Pouch	05	2099		2
Q Straint W.C. Securement Kits, Accessories				1
Q-Straint Belt Cutter (ship loose)	05	2179		1
Miscellaneous Accessories				1
L Track for Wheelchair Tiedown (per foot)	05	2391		45
Priority Seating Sign **Required for ADA Compliance**	05	2104		2
Wheelchair Decal (International Symbol of Accessibility) Each	05	2105		1
SAFETY OPTIONS				1
5 Lb Fire Extinguisher	05	2089		1
25 Unit First Aid Kit	05	2151		1
Body Fluid Kit	05	2150		1
"NO SMOKING" Sign	05	2153		1
Decal Vehicle Height Sticker	05	2808		1

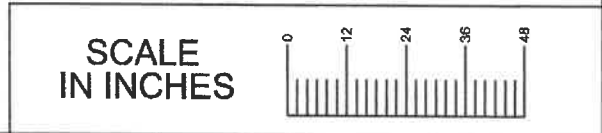


NOTE: SHOWN WITH MID HI FREEDMAN SEATS
 ALLSTAR E-350 12,500 GVWR
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
 COMPLETED ORDER WITH ALL OPTIONS SHOWN.
 OPTIONAL EQUIPMENT MAY BE SHOWN.
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

APPROVED

CUSTOMER SIGNATURE



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONCENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRRAFT BUS, A DIVISION OF FOREST RIVER.

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.
A	PRELIM PACKET:	TAS		08/15/14	

TOLERANCE UNLESS OTHERWISE SPECIFIED		STARCRRAFT BUS <small>a division of Forest River, Inc.</small>	
WOOD	OTHER	DATE: 08/15/14	TITLE: 12 2 WC 158" WB 163 BDY 22' 2011 ALLSTAR
± 1/8"	± 1/16"	NAME: TAS	
± 1°	± 1/2°	DWG. No.	12 2 WC 158 163-9 USA

ORDER#

Dealer Pick Up:

Ship Best Way to Location Below:

GRAB RAIL / STANCHION / PANELS				1
Ceiling Grab Rail (each) If 1 Specify Side:		05	2050	2
1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)		05	2130	1
SEATING - DRIVER				1
SHIELD FC Recliner(GM&Ford), RH Arm, 4 Position Lumbar, Mesh Pocket		05	2064	1
FREEDMAN SHIELD & LO CAM DRIVER SEAT FABRICS				1
Driver Seat Cover - Level 1 Newport Vinyl; Oxen Vinyl; Olefin		05	2110	1
Re-Upholster OEM Driver or Co-Pilot (Each)* Fabric Level is Additional To This		06	2373	1
SEATING - PASSENGER				1
STD RIGID SEATS				1
Mid High Double Seat		05	2067	6
PASSENGER SEAT FABRICS				1
Seat Cover - Level 1 Newport Vinyl; Oxen Vinyl; Olefin		05	2071	12
SEAT OPTIONS				1
Anti-Vandal Grab Handle, Black Ea on:		05	2311	12
SEAT BELTS				1
Seat Belt, Non-Retractable ****STANDARD ITEM - ENTER QUANTITY		05	2086	12



STARCRAFT COMMERCIAL BUS OPTIONAL 5-YEAR/100,000 MILE EXTENDED WARRANTY

Notice

Please return the warranty registration card to register the warranty with Starcraft Bus so that Starcraft Bus may record your rights under this limited warranty and to ensure prompt assistance. Your dealer will provide the warranty card for you to sign. If you did not sign a Starcraft Bus warranty card at the time of delivery, please contact your dealer.

Definition of Terms

Authorized Starcraft Bus Dealer ("Dealer"): This agreement is applicable only in the United States, Puerto Rico and Canada. Any Authorized Dealer of the owner's choice may perform warranty service work under the Starcraft Bus Warranty Agreement. This vehicle should be delivered to the authorized dealer during normal service hours. A reasonable time should be allowed after taking the vehicle to the authorized dealer for performance of the repair.

Starcraft Bus, Division of Forest River, Inc. ("Warrantor"): The party obligated to perform under this Agreement.

Original Purchaser: Person or entity that is a recipient of this product provided by a dealer under a purchase order or contract sales.

Wear and Tear: The deterioration of a part or material beyond the manufacturer's specified tolerances that occur naturally over time and under normal operating conditions.

1. Who Warrants The Product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: Starcraft Bus, Division of Forest River, Inc., hereinafter referred to as Starcraft Bus, 2367 Century Drive, Goshen, IN; an Indiana Corporation; and is administered by the Starcraft Bus Customer Service Department, Goshen, Indiana 46528.

2. Who Is Covered

Starcraft Bus, the warrantor, extends this limited warranty agreement to the original owner only of the vehicle during the Warranty Period.

3. What Is Covered

Starcraft Bus, your warrantor, extends the following limited warranty to you; in which the limited warranty covers your conversion only pertaining to material defects in all materials and workmanship supplied by or performed by Starcraft Bus.

4. Warranty Period

The Starcraft Bus limited warranty is for a period of five (5) years from the date of first delivery or 100,000 miles, whichever occurs first, except for other coverages listed under "Other Warranties That May Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

5. Exterior Paint

Exterior Paint, performed by Starcraft Bus, is fully warranted to be free of substantial defects in workmanship by Starcraft Bus for the first three (3) years (50,000 miles) from date of original purchase, 50% warranted four (4) years (75,000 miles), and 25% warranted five (5) years (100,000 miles) from date of original purchase.

6. Other Warranties That May Apply

Starcraft Bus does not warrant the base chassis itself. The vehicle engine, chassis, drive-train, suspension system, battery and other chassis components are covered by a separate warranty offered by the manufacturer of the chassis and administered by the chassis manufacturer's authorized dealers. The tire manufacturer separately warrants tires. In addition, all aftermarket springs, suspensions, driveline retarders, etc., such as Liquid Springs, Mor Ryde, Kelderman, Telma, etc. are not covered by Starcraft Bus. These items are covered by their original manufacturer and their warranties may vary.

7. Owner's Responsibility

Proper preventative maintenance of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual(s) for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by this warranty agreement.

8. Exclusions and Limitations

Damage caused by abuse, misuse, failure to observe reasonable required maintenance practices, acid rain, accidents, natural disasters, acts of war, facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage to the unit if such damage is the result of deterioration due to normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the Starcraft Bus warranty agreement.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

Replacement parts provided under terms of the warranty agreement will whenever possible, match original equipment. When necessary, Starcraft Bus will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the Starcraft Bus warranty. In addition, using the vehicle to tow another vehicle is prohibited and may void warranty. Contact Starcraft Bus Customer Service before you make modifications, alteration or repairs.

9. Recovery Limitations

No person shall be entitled to recover from warrantor for any consequential or incidental damages arising out of or relating to any defect in the product. These limitations include but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; bus rentals; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

10. How To Get Warranty Service

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by Starcraft Bus. The dealership must contact Starcraft Bus Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact Starcraft Bus Customer Service Department (see address and telephone numbers below) for the name of a Starcraft Bus dealer nearest to you. Your claim must be made within 14 days of the discovery of the defect. Starcraft Bus will determine authorization based on and subject to the terms of the warranty agreement. All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

11. Who Performs Warranty Service

It is recommended you obtain warranty service at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call Starcraft Bus Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact Starcraft Bus Customer Service Department (address below) for the name and location of a Starcraft Bus dealer near you.

12. Dispute Resolution

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the Starcraft Bus Customer Service Department (see address below). If a dispute about warranty service arises between Starcraft Bus and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by Starcraft Bus, one member appointed by the complainant/owner, and one member from the arbitrator group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against Starcraft Bus and Starcraft Bus fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

13. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by Starcraft Bus. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties or merchantability and fitness for a particular purpose along with all other liabilities or obligations of Starcraft Bus.

FEDERAL COMPLIANCE

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

STARCRAFT BUS
Division of Forest River, Inc.
CUSTOMER SERVICE DEPT.
2367 Century Drive
Goshen, IN 46528
Phone: 574.642.3112
Toll Free: 800.348.7440
Fax: 574.970.6815