



STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

# CONTRACT NOTIFICATION

\*\*\*\*\* MANDATORY \*\*\*\*\*

CONTRACT NUMBER: 1-05-23-16

DESCRIPTION: MEDIUM DUTY HANDICAPPED AND  
TRANSIT BUSES

CONTRACTOR: CREATIVE BUS SALES

EFFECTIVE DATES: 11/13/2005 THROUGH 11/12/2007

SUPERSEDES CONTRACT NO.: 1-03-23-16

AREA: STATEWIDE

DISTRIBUTION: CALIFORNIA STATE AGENCIES  
AND LOCAL AGENCIES

\* TAX: Add appropriate sales and use tax.  
Exempt from Federal Excise Tax.

\*Food contracts are tax exempt.

A handwritten signature in cursive script that reads "Rita Hamilton".

RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,  
or call: Contract Administrator, SHERRY JACOBS 916-375-4450, CALNET 480-4450

**Contract (Mandatory): 1-05-23-16**

**SUPPLIER ID:** 235927  
**NAME:** CREATIVE BUS SALES  
**ADDRESS:** 13501 BENSON AVENUE  
CHINO, CA 91710

**CONTACT:** 909-465-5528                      **ANTHONY MATIJEVICH**  
**FAX NUMBER:** 909-465-5529  
**TERMS OF PAYMENT:** Net  
**FOB:** Destination  
**MINIMUM ORDER:**

**NOTE: TO LINK TO THE SPECIFICATIONS, CONTRACT TERMS AND  
CONDITIONS, AND THE CONTRACTOR CERTIFICATION, PLEASE LINK TO THE FOLLOWING:**

[www.pd.dgs.ca.gov/contracts/vehicles.htm](http://www.pd.dgs.ca.gov/contracts/vehicles.htm)

**Contract (Mandatory): 1-05-23-16**

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	2310-515-4439-9 22 PASSENGER, TYPE 7, MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.	235927	EA	BUS HANDICAPPED MEDIUM DUTY IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.  Brand: EL DORADO NATIONAL Model: AERO-ELITE 270	79,190.0000
2	2310-515-4439-9 26 PASSENGER, TYPE 7, FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.	235927	EA	BUS HANDICAPPED MEDIUM DUTY IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.  Brand: EL DORADO Model: AERO-ELITE 290	84,580.0000
3	2310-515-4439-9 30 PASSENGER, TYPE 7, DUTY HANDICAPPED AND TRANSIT BUSES.	235927	EA	BUS HANDICAPPED MEDIUM DUTY IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.  Brand: EL DORADO Model: AERO-ELITE 320	86,700.0000
4	2310-515-4439-9 22 PASSENGER, TYPE 7, DUTY HANDICAPPED AND TRANSIT BUSES.	235927	EA	BUS HANDICAPPED MEDIUM DUTY IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.  Brand: EL DORADO Model: AERO-ELITE 270	79,190.0000
5	2310-515-4439-9 26 PASSENGER, TYPE 7, DUTY HANDICAPPED AND TRANSIT BUSES.	235927	EA	BUS HANDICAPPED MEDIUM DUTY IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.  Brand: EL DORADO Model: AERO-ELITE 270	84,580.0000

**Contract (Mandatory): 1-05-23-16**

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO. UNIT	DESCRIPTION	UNIT PRICE
6	2310-515-4439-9	235927 EA	Brand: EL DORADO Model: AERO-ELITE 290 BUS HANDICAPPED MEDIUM DUTY 30 PASSENGER, TYPE 7, IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.	86,700.0000
7	2310-515-4440-5	235927 EA	Brand: EL DORADO Model: AERO-ELITE 320 BUS TRANSIT MEDIUM DUTY 24 PASSENGER, TYPE 8, IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.	166,300.0000
8	2310-515-4440-5	235927 EA	Brand: EL DORADO NATIONAL Model: MST-II (26') BUS TRANSIT MEDIUM DUTY 28 PASSENGER, TYPE 8, IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.	16,800.0000
9	2310-515-4440-5	235927 EA	Brand: EL DORADO NATIONAL Model: MST II (28') BUS TRANSIT MEDIUM DUTY 32 PASSENGER, TYPE 8, IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.	171,400.0000

**Contract (Mandatory): 1-05-23-16**

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
10	2310-515-4440-5	235927	EA	<p>Brand: EL DORADO NATIONAL Model: MST II (30')</p> <p>24 PASSENGER, TYPE 8, IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.</p>	166,300.0000
11	2310-515-4440-5	235927	EA	<p>Brand: EL DORADO NATIONAL Model: MST II (26')</p> <p>28 PASSENGER, TYPE 8, IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.</p>	168,800.0000
12	2310-515-4440-5	235927	EA	<p>Brand: EL DORADO NATIONAL Model: MST II (28')</p> <p>32 PASSENGER, TYPE 8, IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR MEDIUM DUTY HANDICAPPED AND TRANSIT BUSES.</p>	171,400.0000
13	2310-000-0028-9	235927	EA	<p>Brand: EL DORADO NATIONAL Model: MST II (30')</p> <p>VEHICLE (OPTION ITEM) (CONTRACT USE ONLY)</p>	VARIABLE
14	2310-000-0029-0	235927	EA	<p>VEHICLE DELETE STANDARD OR OPTIONAL ITEM (CONTRACT USE ONLY)</p>	VARIABLE

**Scope:**

This contract covers the Mandatory estimated biennial (two year) requirement with two optional one year extensions for State of California and participating local agencies for **MEDIUM DUTY HANDICAPPED AND TRANSIT BUS.**

A local agency is any city, county, city and county, district or other local governmental body or corporation Empowered to expend public funds (Public Contract Code #10298).

**Extraordinary Extension Option:**

In the event of an extraordinary circumstance the State may extend the contract for up to an additional year beyond the stated term and any noted extensions. Extensions during this period **may** occur in increments until the establishment of a new contract (not to exceed one-year). Exercise of this may occur in the event that a **replacement** contract cannot be established due to the protest of intent to award, or loss of key procurement staff, or extraordinary circumstance that would otherwise cause an unanticipated disruption in the contracting process.

If necessary, prices may be increased during an extraordinary extension option period, to the extent that the price is determined to be "fair and reasonable." Requests for price increase(s) shall include substantiated information to support the proposed increase (e.g., manufacturer's price list, significant changes in published market indicators for the industry, certified raw material cost data, and any other substantiating information as requested by State). In no event will price increases be accepted with retroactive effective dates.

**Supplier will accept orders by Facsimile or E-mail transmission:**

Facsimile Number: (909) 465-5529

E-Mail Address: [donw@creativebussales.com](mailto:donw@creativebussales.com)

Vendor Contact Name: Don White

Vendor Contact Telephone Number: (909) 465-5528

**Price:**

Price shall be firm for the duration of the contract period

**Price Increase:**

Federal and State regulatory changes, related to California emissions and/or Federal Motor Vehicle Safety Standards which increase the cost of the basis chassis, may result in contract price increase, upon verification and contract amendment by the Department of General Services. The price increase, if allowed, will only cover the increase of the net chassis price as a direct result of the regulatory change.

The contractor must supply original equipment manufacturer invoices to support the request for a price increase. Engineering or related manufacturing costs by the second stage manufacturer or contractor for design or related manufacturing costs will not be allowed.

**Quantity:**

Quantities shown for each line item are estimates and are for evaluation purposes only. Actual purchases may vary from this pattern. Emergency purchases may be made off contract. The State will not be obligated to purchase contractor's excess inventory of any line item if actual purchases vary from the anticipated purchase pattern.

**F.O.B. Dealer, California:**

All units are to be quoted FOB Dealer, California. Bids quoting other than FOB Dealer, California, shall be considered non-responsive and will be rejected.

Agencies can either pick vehicles up from the dealer or have the vehicles shipped FOB Dealer, California. If the order indicates a delivery location other than FOB Dealer, California, the dealer will deliver the vehicle and show the delivery charge as a separate item on the invoice.

**Delivery:**

The Contractor shall complete delivery within **180** days after receipt of order (ARO).

**Late Delivery Charges:**

The parties to this agreement acknowledge that the Ordering agency, specifically the Local agency's Fleet Operator shall incur actual damages should the supplier fail to perform the work as called out in the contract and specification on the date set forth herein. The parties, therefore, have agreed to late delivery charges in the amount of **\$35.00 per unit per workday.**

Workdays are Monday through Friday inclusive except State holidays observed Monday through Friday.

The parties also agree that the amount specified is not unreasonable nor punitive in nature because both parties have carefully considered the amount specified and believe it to be a reasonable estimate, and not excessive at the time the purchase order is entered into.

It is agreed that the supplier will pay the State of California the sum indicated above per unit per workday for each workday the work remains uncompleted or unaccepted by the State. The total late delivery charges assessed against supplier shall in no event exceed 25% of the total value of the entire order.

**Contractor Information:**

Address of factory where these buses will be manufactured: El Dorado National

Type 7 - 1655 Wall Street, Salina, KS      Type 8 - 9670 Galena Street, Riverside, CA

Bidder's current State Vehicle Dealer License Number: 29057

Indicate below the Name(s) and Phone Number(s) of the individual(s) in your Dealership we can contact for prices on options, warranty information and delivery status.

Name: Southern California - Don White

Phone No.: 800-326-2877

Name: Northern California – Dan Williams

Phone No.: 888-353-6287

Contractor indication if he intends to use the manufacturer's pre-delivery service. If not indicated, the State will assume a negative response.

Yes: \_\_\_\_\_ Location: Northern California - Hayward  
Southern California - Chino

No:  X

Note: Pre-Delivery Inspections and Service will be performed by  
Creative Bus Sales.

**F.O.B. Point:**

The successful bidder (dealer) will be required to deliver vehicles to the following five counties: SACRAMENTO, SAN FRANCISCO, LOS ANGELES, RIVERSIDE AND SAN BERNARDINO. Ordering agencies located outside of the above areas will either pick up the vehicles from the dealer or have them shipped to one of the five F.O.B. points. If the order indicates a delivery other than the five F.O.B. points, the dealer will deliver the vehicle and show the delivery charges as a separate item on the invoice.

**State Agency Ordering Procedures:**

Issue state agency orders to the contract supplier. State agencies will be sending a Contract/Delegation Purchase Order (STD. 65). The DGS's fee for state agency use is available in the Price Book, located on the Department of General Services, website at [www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm](http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm).

**Local Agency Ordering Procedures:**

Issue local agency orders directly to the contract supplier. (Blanket orders are no longer issued by the Procurement Division for local agency use.) The DGS's fee for local agency use is the available in the Price Book, located on the Department of General Services, website at [www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm](http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm)

**Confirmation of Purchase Orders:**

Prior to actually placing the order, the contractor shall provide the ordering agency a written confirmation of the order.

The confirmation shall clearly itemize the options which have been added and what changes they made to the features of the standard contract van and to the base cost of each standard contract bus. This will assure that both parties concur that the van is configured as required by the ordering agency and the base contract features, if modified, have been accounted for in terms of both function and that the appropriate cost adjustment(s) have been made.

**Invoicing Requirements:**

The Contract supplier is to render invoices as instructed on individual orders. Invoices shall include the order number, the contract number, the unit price, extension, and any cash discount offered. State sales tax is to be shown as a separate item on the invoice. Invoices omitting any of the above mentioned items shall be returned for correction and resubmitted. Note: Sales tax shall be computed on the net price, that is, the price after deducting the cash discount. Note: Purchase Order for payment must include the tax exemption for handicapped equipment (California Revenue And Taxation Code Section 6394.4).

**All Bus Sales must remain within a reasonable scope of the original evaluated base configuration of each line item or the purchase will be deemed outside the scope of this contract and the state will assume no role in that particular order.**

**Contract Usage Reports:**

The contractor shall provide the Department of General Services, Procurement Division a monthly Contract Usage Report. This report will reflect the van orders placed against the contract for the respective month. Procurement Division must receive the report by the 15<sup>th</sup> of each month. The Contract Usage Report shall have copies of orders attached and include the following information (see attached sample):

1. Contractor Information
2. Contract Number
3. Reporting Month
4. Ordering Agency
5. Bill Code (if known)
6. Purchase Order Number
7. Date of Purchase Order
8. Date Order Received by Contractor
9. Date of Confirmation
10. Delivery Date (anticipated)
11. Description of Van (Make and Model)
12. Quantity Ordered
13. Van Unit Price
14. Van Unit Price with Options

Send the Contract Usage Report with purchase orders to the following address:

Department of General Services  
Procurement Division  
Attn: Vehicle Purchasing  
P.O. Box 989054  
707 3<sup>rd</sup> Street  
West Sacramento, CA 95798-9054

**Technical Literature:**

The buses offered must be standard catalogued items for which printed technical literature and/or specifications are available. This printed material shall be enclosed with the bid.

**Preproduction Inspection Meeting:**

A Preproduction Meeting/Inspection is performed after the award of the contract to the contractor and the first article or bus that is manufactured is inspected for compliance to the specifications. Refer to page 23 paragraph four, entitled "Inspection".

**Bus Inspection and Service:**

Inspection by local agencies will be at dealer's delivery location or delivery point, as requested by the local agency.

Buses shall be delivered to accepting agency within two (2) working days of inspection acceptance.

**Please refer to page 23 of the specifications.**

**Non-Specified Options:**

The ordering agency may require optional features or equipment in addition to or in lieu of the features or equipment specified as standard per the attached technical specification. If these optional features or equipment are available from the Cab and Chassis (C&C) manufacturer, (e.g., Ford, GMC, etc.) then these non-specified options shall be made available to the ordering customer at a cost not to exceed 10% above the published dealer cost.

In addition to the C&C manufacturer options, each bidder shall also submit a published price list for all optional features and equipment made available by the Final Stage manufacturer. This "options" list shall include all available options the supplier wishes to offer the ordering agency. The ordering agency shall only order those options as listed on the published "options list" submitted by the Final Stage manufacturer. The only exception to this requirement will be new options being introduced based on new technologies not yet made available at the time of the bid opening. These new options and published prices must be submitted to and approved by the State contracting buyer prior to being ordered by the ordering agency.

**Responsibility for Compliance:**

Inspection/Testing requirements shall become a part of the contractor's overall quality program. The absence of inspection/testing requirements in the contract shall not relieve the contractor of the responsibility of ensuring that all goods and services tendered to the State (for acceptance) conform to the requirements of the contract.

**Product Defects and Tolerances:**

All goods shall conform to the quality levels set by the contract and be free of any defects. Goods inspected and rejected (non-compliant to specifications or out of tolerance) are subject to return for full credit. The State will document the defects and submit the report to the contractor. The contractor shall arrange for and pick up the rejected goods within 14 days of notification. Failure to pickup the rejected goods within this time frame will be grounds for the State to charge back to the contractor any costs associated with reasonable disposal or management of goods.

The contract delivery schedule(s), including as necessary, replacement shipments, shall be met. When necessary, replacement shipments shall be met. When necessary, express shipping shall be provided at no cost to the State.

**Quality Assurance:**

The contractor and subcontractors utilized shall maintain a written Quality Assurance Plan. When requested, the contractor/bidder shall submit a copy of this plan. The written plan shall include all steps, checkpoints, forms, and other documentation included in the quality program.

**Contract Administration:**

The Contractor shall identify a Contract Administrator who is qualified and authorized to bind the company and subcontractors on issues related to contract performance and administration.

**Technical Support:**

Contractor must provide adequate qualified staff that are readily available to provide timely (timely depends on magnitude of the issue) technical support to the State. Support shall be available either through employees of the bidding company or through employees of the bidding company or through subcontracts that are in place at the time of the bid opening. If the bidder is not the manufacturer, the bidder cannot fulfill this requirement with personnel employed by the manufacturer unless the bidder has a long-term contract with the manufacturer to provide technical support.

**Work Scheduling System:**

Contractor must have adequate systems in place to track progress and predict completion of all booked orders based on availability of personnel, raw materials or components, and facilities. The system must be capable of predicting revised completion dates if new orders are booked, personnel who are unavailable, or raw material or component deliveries are delayed. If the bidder is subcontracting the manufacturing of products offered, the bidder shall provide the necessary information from the subcontractor.

**Supplier Location:**

State below the name and address where purchase orders should be sent

Company Name: Creative Bus Sales, Inc.

Street Address: 13501 Benson Avenue

City, State, and Zip: Chino, California 91710-5232

Person to contact: Don White

Phone No.: 800-326-2877

Fax No.: 909-465-5529

**Emergency Purchases:**

In the event of an emergency, the State may purchase any required line item from other than the contractor.