



STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

CONTRACT NOTIFICATION

***** MANDATORY *****

CONTRACT NUMBER: 1-06-23-17

DESCRIPTION: MODIFIED RAISED TOP
HANDICAPPED VAN AND MODIFIED
MINIVAN

CONTRACTOR: CREATIVE BUS SALES

EFFECTIVE DATES: 6/ 5/2006 THROUGH 6/ 4/2008

SUPERSEDES CONTRACT NO.: 1-03-23-17

AREA: STATEWIDE

DISTRIBUTION: CALIF STATE & 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): 1-06-23-17

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

CONTACT: 909-465-5528 **MICHAEL DIRNBERGER**
FAX NUMBER: 909-465-5529
TERMS OF PAYMENT: Net
FOB: Destination
MINIMUM ORDER: AS SPECIFIED

Contract (Mandatory): 1-06-23-17

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	2310-000-0043-5	235927	EA	VAN HANDICAPPED MODIFIED RAISED TOP Brand: BRAUN Model: TRANZSPORTER	42,500.0000
2	2310-000-0043-5	235927	EA	VAN HANDICAPPED MODIFIED RAISED TOP Brand: BRAUN Model: TRANZSPORTER	42,500.0000
3	2310-000-0039-3	235927	EA	MINI VAN HANDICAPPED TYPE V Brand: EL DORADO NATIONAL Model: AMERIVAN PT	37,200.0000
4	2310-000-0039-3	235927	EA	MINI VAN HANDICAPPED TYPE V Brand: EL DORADO NATIONAL Model: AMERIVAN PT	37,200.0000
5	2310-000-0028-9	235927	EA	VEHICLE (OPTION ITEM) (CONTRACT USE ONLY)	VARIABLE
6	2310-000-0028-9	235927	EA	VEHICLE (OPTION ITEM) (CONTRACT USE ONLY)	VARIABLE
7	2310-000-0029-0	235927	EA	VEHICLE DELETE STANDARD OR OPTIONAL ITEM (CONTRACT USE ONLY)	VARIABLE
8	2310-000-0029-0 C	235927	EA	VEHICLE DELETE STANDARD OR OPTIONAL ITEM (CONTRACT USE ONLY)	VARIABLE
9	2320-909-0000-8	235927	VA	VEHICL-DGS/PROCUREMENT USE ONLY	VARIABLE
10	2320-909-0000-8	235927	VA	VEHICL-DGS/PROCUREMENT USE ONLY	VARIABLE

Scope:

This contract covers the Mandatory estimated biennial (two-year) requirements with two optional one year extension for the State of California and participating local agencies (political subdivision) for Raised Top Handicapped Vans and Modified Minivans.

A local agency (political subdivision) is any city, county, city and county, district, or other local governmental Body or corporation empowered to expend public funds (California Public Contract Code Section 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

Vendor Contact Name: Don White

Vendor Contact Telephone Number: 909-465-5528

Price:**MAXIMUM PRICE****Material Costs:**

All prices quoted for material costs shall be fixed as the maximum costs for the contract period and no price increase shall be permitted.

Fuel Costs:

1. The contractor may submit a proposed escalation for delivery cost, in writing, to Procurement Division when the cost of fuel has increased no less than ten percent from the original fuel cost. Such notice shall include substantiated information to support the proposed escalation from the published OPIS (Oil Price Information Service) the market indicator for the fuel industry. The Department of General Services, Procurement Division tracks and monitors such fuel changes. Procurement Division publishes the weekly fuel rate changes. The fuel rates can be accessed and viewed on Procurement Division's web site at (www.pd.dgs.ca.gov/contracts/fuelrates).
2. Upon receipt of such notice the State reserves the right to either:
 - a. Accept the escalation as competitive with the general market price at the time effective 30 days from receipt of an acceptable notice **and by receipt of a written letter from DGS-Procurement Division acknowledging acceptance;** or
 - b. Negotiate a proposed price escalation;
 - c. Cancel any un-purchased balance of the contract without prejudice, effective on receipt of such notice.
3. No price increase shall apply to quantities ordered from the contract prior to the effective date of the price increase.

C. PRICE DECLINES

1. The contractor shall immediately notify the State of all price declines and the State shall receive full benefit of such declines, effective on the date of the manufacturer's general public announcement.
2. If price escalates after a decline, the maximum the contractor would be allowed to increase would be the original price quoted.
3. If the contractor fails to notify the State within five working days of the manufacturer's publicly announced price decline, the State may deem the contractor non-responsible, which can affect the contract that results from this Invitation of Bid and future bidding opportunities.

Price Increase:

Federal and State regulatory changes that increase the cost of vans which are related to Federal Motor Safety Standards for seats and passenger restraints may result in a contract price increase, upon verification and contract amendment by the Department of General Services. The price increase, if allowed, will only cover the increase in the net price as a direct result of the regulatory change. The contractor must supply invoices from the parts supplier to support the request for a price increase. Parts cost increases will not be allowed if the invoice for said parts is from the original equipment or second stage manufacturer, or a subsidiary, parent or related company of either the original or second stage manufacturer, or the contractor, or subsidiary, parent or related company of the contractor. Engineering or related manufacturing costs by the second stage manufacturer or contractor for design or related manufacturing costs will not be allowed.

Termination for Convenience:

The State may terminate this agreement for convenience upon thirty (30) days written notice. Upon termination or other expiration of this contract, each party will assist the other party in an orderly termination of the contract, as may facilitate the orderly, non-disrupted business continuation of each party.

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.

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.

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
1655 Wall Street
Salina, KS 67401

Contractor's current State Vehicle Dealer License Number: 29057

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 Willaims

Phone No.: (888) 353-6287

Pre-Delivery Service:

Location: Chino, California

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

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.**

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**

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 Van 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 15th 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: Sherry Jacobs
P.O. Box 989054
707 3rd Street
West Sacramento, CA 95798-9054

Preproduction Inspection Meeting:

A Preproduction Meeting/Inspection is performed after the award of the contract to the contractor and the first article or van that is manufactured is inspected for compliance to the specifications. **Refer to page 33 paragraph two, entitled "Inspection".**

Van Inspection and Service:

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

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

Please refer to page 33 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.

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.

Supplier Location:

Company Name: Creative Bus Sales, Inc.

Street Address: 13501 Benson Avenue

City, State, and Zip: Chino, Ca. 91710-5232

Person to contact: Don White

Phone No.: 909-465-5528

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.