



CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

FILED

Bid Number: B081181010

SEP 12 2007

By The
Office of The City Clerk

INVITATION FOR BID And Contract Specifications

FOR: Liquified Natural Gas (LNG) Delivery Truck

Bids Must Be Received Prior To 2:00 P.M. on September 12, 2007

Bids Must Be Submitted To: City Clerk's Office
915 "I" Street, First Floor
Sacramento, CA 95814

Pre-Bid Conference:
Mandatory: Yes
 No

Not Applicable

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: BONANDER TRUCK

Address: 4520 N. GOLDEN STATE BLVD

City, State, Zip Code: TURLOCK, CA. 95832

Phone Number: 916-797-1540

Email Address: CME4GMC@HOTMAIL.COM

BID

BID NO B081181010

FOR SERVICES/SUPPLIES: LNG Delivery Truck

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment, therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the "Contract Documents," are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: BONANDER TRUCK

ADDRESS: 4520 N. GOLDEN STATE BLVD - TURLOCK - CA - 95382

PHONE #: 916-797-1540 FAX #: 916-797-2904

STATE TAX I.D. #: SRAM28093997 FED. TAX I.D. #: 94-1559760

City of Sacramento Business Operation Tax Certificate #: _____
(Contract award will not be processed if Certificate Number is missing)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) [Signature]

PRINT NAME: STEVE MANNION

TITLE: GOVERNMENT FLEET SALES

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on _____.

Bid Bond Required: No; Yes - Amount: \$_____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond

City Clerk/Procurement Services Manager

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: _____

Contract Not-to-Exceed Amount: \$_____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

PRICING SCHEDULE

For furnishing to the City of Sacramento, one new, unused, latest model year, Liquefied Natural Gas (LNG) fuel delivery truck in accordance with the provisions and specifications contained herein. Bids must be submitted in U.S. dollars.

<u>Item No</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	1	LNG Delivery Truck	\$ 453,954 ⁰⁰	\$ 453,954 ⁰⁰

GMC-TC8C064
Proposed Manufacturer and Model for Chassis

CHART-SPECIAL HL-3500SC-175-ORCA
Proposed Manufacturer and Model
for truck mounted LNG Delivery System

7.75% sales tax \$ 35,181.44

CA Tire Tax \$ 17.50

Bid Total \$ 489,152.94

ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES** - the firm submitting the bid is certified by the City of Sacramento as a small business enterprise.
- NO** - the firm submitting the bid is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES** - the firm submitting the bid is certified by the City of Sacramento as an emerging business enterprise.
- NO** - the firm submitting the bid is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

1) Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? ___ Yes; or No

2) If the answer to Question #1 is "Yes":

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number:

3. DELIVERY GUARANTEE

Contractor guarantees delivery within ___ days after receipt of order (ARO).

4. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes or No [] (Net 30 days) discount per unit ___

If Yes, the Payment Discount is ^{\$500⁰⁰} % for payment within 20 calendar days, which will be computed from the date delivery, is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

5. MANUFACTURERS SPECIFICATION

Page 23, Items (a) and (c)

6. NEAREST FACTORY AUTHORIZED SERVICE CENTER

Page 25, Warranty, Item (e). Bidders must list the nearest factory authorized service center responsible for warranty and other repairs:

WESTERN TRUCK PARTS + EQUIPMENT - SACRAMENTO

7. AXLES

Page 29, Section 3.8(b), Meritor RT40-145P rear axle or proposed equal: DANA - DS404P

8. WHEELS AND TIRES

Page 31, Section 3.18 (c and d), Goodyear Unisteel G-159 or proposed equal: GOODYEAR

9. BRAKES

Page 31, Section 3.19(d), Meritor "Q+" front brakes or proposed equal: MERITOR Q SERIES

Page 31, Section 3.19(e), Meritor "Q+" rear brakes or proposed equal: MERITOR Q SERIES

Page 31, Section 3.19(i), Bendix AD-IS, AD-IP or AD-9 air dryer or proposed equal: BENDIX ADIP

10. LIGHTS

Page 32, Section 3.20(c), Item 1, Trucklite lighting equipment or proposed equal: _____

11. SEAT

Page 32, Section 3.23, Bostrom seat with Cordua Plus covering or proposed equal: NATIONAL-2000 HI BACK CLOTH

12. MISCELLANEOUS EQUIPMENT

Page 33, Section 3.25(c), Grote #71422 triangle flare kit or proposed equal : GROTE 71422

Page 33, Section 3.25(e), Grote #28041 convex mirror or proposed equal : GM COMPOSITE

Page 34, Section 3.25(t), Flaming River lockable battery shut-off switcher or proposed equal :

FLAMING RIVER LOCKABLE

13. PAINT FINISH

Page 34, Section 3.26(a), Martin Senour #42075 or proposed equal : DIAPONT BAKCOAT CLEARCOAT

14. MISCELLANEOUS BODY EQUIPMENT

Page 36, Section 4.8(b), Grote #64931 sealed beam work lights or proposed equal : _____

15. QUESTIONNAIRE

Page 37, Complete a separate questionnaire for each chassis proposed.

16. EQUAL BENEFITS ORDINANCE

See Exhibit 1

City Of Sacramento Equipment Questionnaire

Make <u>GMC</u>		Model <u>TC8C064</u>		Year <u>2008</u>	
GVW <u>56,000</u>	Curb Weight <u>13,242</u>	Wheel Base <u>248</u>	CIA <u>180</u>		
Engine Model: <u>ISUZU</u>	Displacement <u>7.8 LITER</u>		No. Cylinders <u>6</u>		
Engine Type (LEV,ULEV, etc.)			Gross HP <u>300</u>		
Engine Fuel <u>Low Sulfur Diesel</u>		CARB Certification? Yes: <input checked="" type="checkbox"/> No:			
Engine Emission Rating: <u>Nox1.4 PM .001</u>		Engine Family Number			
Alt. Model <u>275L</u>	Output AMPS <u>160</u>	Battery CCA (ea) <u>750</u>	Total Batteries <u>3</u>		
Air Cleaner (Type) <u>DRY PLATE</u>		Oil Filter (Type) <u>SPIN-ON</u>			
Transmission: Type and No. of Speeds <u>ALLISON 3500 RDS SSPW</u>					
Front Axle: Rated Capacity <u>14,600</u>		Springs (Type) <u>LEAF</u>			
Rear Axle: Rated Capacity <u>40,000</u>		Springs (Type) <u>AIR RIDE</u>			
Rear Axle No. of Speeds <u>SINGLE</u>		Ratio <u>6.50</u>		<u>OTHER RATIOS AVAILABLE N.C.</u>	
Wheels: Type <u>DISC</u>	Rim Width <u>22.5x9.0 (E)</u>	Size <u>22.5x9.0 F</u>			
Tires: Size <u>35/80R22.5</u>	Ply Rating <u>14 PLY</u>	Type <u>TUBELISS RADIAL</u>			
Brakes: Type <u>AIR BRAKES O SIKS</u>		Booster <u>AIR</u>			
Reserve Tank and Warning System: <u>INCLUDED</u>					
Body: List size, name and capacity of attachments and other pertinent information					
<u>BODY AND ACCESSORIES "CHART" SEE ATTACHMENT</u>					
Bidder's Firm Name: <u>BOWMAN TRUCK</u>					
By: <u>[Signature]</u>					
Date: <u>9/12/07</u>					



Innovation. Experience. Performance.™

Number: 21190
Revision: 0
Date: Tuesday, September 11, 2007
Expiration Date: Thursday, October 11, 2007
Created By: Seurer, Katie
SalesPerson: James Turvey

To: Mannion, Steve
Bonander Truck Sales
4520 N. Golden State Blvd.
Turlock, California 95382 USA

From: Chart Inc.
Distribution & Storage
407 7th Street NW
New Prague, MN 56071 USA

Phone: 916-797-1540

Phone: 800-400-4683

Fax:

Fax: 952-758-8293

CHART INC. Terms & Conditions of Sale

22. Headings.

The headings used throughout are for convenience only and shall be given no legal effect. Fax copies shall be given the full force and effect as an original.

23. Entire Agreement.

These terms and conditions constitutes the complete and exclusive agreement between Seller and Buyer and there are no agreements, understandings, restrictions, warranties, or representations between Seller and Buyer other than those set forth herein or herein provided for.

File: Chart Inc. T&Cs of Sale (Uniform) 6-20-01/DJG/T&Cs/C



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CHART INC. Terms & Conditions of Sale

10. Excusable Delays.

The schedule for shipment of Equipment and/or performance of Services will be modified for delays resulting from causes beyond Seller's reasonable control, including but not limited to, strikes, restrictions of the United States Government, or other governments having jurisdiction, delays in transportation, inability to obtain necessary labor, materials, or manufacturing facilities.

11. Shipment.

All domestic shipments are F.O.B. point of manufacture. Export shipments are Ex Works with responsibilities as defined in INCOTERMS 2000. If Seller agrees in writing to prepay transportation and insurance charges, then Buyer will be invoiced and agrees to pay the actual cost of the same. Claims for shortages in shipment shall be deemed waived unless made in a writing received by Seller within ten (10) days after delivery. Shipment dates quoted are based on Seller's best estimate of a realistic time when shipment will be made, and are subject to change due to prior sales. Shipment dates will be confirmed on Seller's acceptance of any resulting order. Seller may make early shipment or partial shipments and invoice Buyer accordingly.

12. Laws, Codes and Standards.

Except as expressly stated herein, the price and schedule included herein are based on laws, codes, and standards in effect as of the date of the subject sale. If such laws, codes, and standards change and increase or decrease the cost of performing the work or impact the schedule, then Seller will advise Buyer of the same. Buyer and Seller shall promptly negotiate in good faith and mutually agree upon any modification to the order resulting from any such change.

13. Title and Risk of Loss or Damage.

Despite any agreement with respect to delivery terms or prepayment of transportation or insurance charges, the risk of loss or damage shall pass to Buyer and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment. Title to Equipment sold shall remain in Seller until paid for in full.

14. Installation.

Installation of Equipment furnished hereunder shall be by Buyer, unless otherwise agreed to in a writing signed by Seller's duly authorized representative.

15. Field Service.

Field service will be provided on a per diem basis upon written authorization by Buyer and at Seller's rates in effect when such Services are provided.

16. Cancellation.

Cancellation of any order must be by written notice to Seller and will be subject to Seller's cancellation charges.

17. Intellectual Property.

Buyer shall defend, indemnify and hold Seller harmless from all expenses, losses and other damages resulting from any actual or alleged infringement of patents, copyrights or trademarks arising from Seller's compliance with Buyer's designs, specifications or instructions. Unless otherwise agreed to in a writing signed by Seller's duly authorized representative, all right, title and interest in any inventions, developments, improvements or modifications of the Equipment and Services made by Seller or Buyer shall exclusively remain with Seller. Any design, manufacturing drawings or other information submitted to Buyer shall remain the exclusive property of Seller. Buyer shall not, without Seller's prior written consent, copy nor disclose such information to any person. The information, drawings, plans, standards, and specifications furnished by Seller were developed at Seller's expense and may not, without Seller's prior written consent, be used nor disclosed by Buyer for any purpose other than to install, own, operate, and maintain the subject Equipment. If Seller's Equipment is held to infringe a United States patent in effect as of the date of this agreement, then Seller may at its option procure for Buyer the right to use the Equipment; modify or replace it with non-infringing Equipment; refund the purchase price allocable to the infringing Equipment, or settle or otherwise terminate said actions on behalf of Buyer. The foregoing is Seller's entire liability on patent infringements.

18. Assignment.

This agreement may not be transferred or assigned by operation of law or otherwise, without the prior express written consent of Seller. Any transfer or assignment of any rights, duties or obligations without Seller's consent shall be void.

19. Limitation of Liability.

In no event shall Seller, ITS AFFILIATES, suppliers and subcontractors be liable to Buyer nor to any third party for any special, indirect, incidental or consequential damages, including but not limited to loss of profits, loss of use, cost of capital, cost of substitute equipment, downtime costs, delays NOR FOR ANY PENALTIES, whether any such claim FOR THE same is based on contract, warranty, tort, negligence, strict liability or otherwise. SELLER'S liability for any such claims whether in contract, warranty, negligence, tort, strict liability, or otherwise or for any loss or damage arising out of, connected with THIS AGREEMENT or the performance or breach thereof, or from ANY DESIGN, sale, INSTALLATION, OPERATION OR USE of the equipment or performance of ANY services covered by this agreement, shall in no event exceed the PURCHASE price paid to SELLER by Buyer for the specific Equipment OR PART THEREOF or for the Services giving rise to THE CLAIM.

20. Export Sales.

In no event shall Seller be required to export or deliver any technical information, data and/or Equipment if such export or delivery is then prohibited or restricted by any law or regulation of the U.S. Government. Buyer to secure all licenses.

21. Governing Law.

This agreement is exclusively governed by the laws of the State of Ohio, excluding its conflicts of laws. Buyer agrees all causes of action under this agreement shall expire unless brought in court of law located in Cleveland, Ohio, to which Buyer does hereby consent to the jurisdiction of the same, within one year of the date of the occurrence of the event giving rise to any such claim.



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CHART INC. Terms & Conditions of Sale

1. General.

The terms and conditions contained herein, together with any additional or different terms contained in Chart Inc.'s ("Seller") proposal, if any, submitted to Buyer (which proposal shall control over these terms and conditions to the extent it contains any conflicting terms and conditions) constitute the entire agreement between the parties with respect to the subject sale and supersedes all prior communications and agreements. Acceptance by Seller of Buyer's order, and/or Buyer's acceptance of Seller's proposal is expressly limited to and conditioned upon Buyer's acceptance of these terms and conditions which may not be changed or waived except in a writing signed by both parties. Any additional, inconsistent or different terms and conditions contained in Buyer's purchase order or other documents supplied by Buyer are hereby expressly rejected. Unless the context otherwise requires, the term "Equipment" as used herein includes all goods, equipment, parts, and accessories sold to Buyer by Seller. Unless the context otherwise indicates, the term "Services" as used herein shall mean labor, supervision and project engineering services provided by Seller. The term "Buyer" shall include the initial end user of the Equipment and/or Services.

2. Payment Terms.

Unless a different payment schedule is agreed to in writing, payments for domestic sales are due net thirty (30) days. Late payments are subject to a 1.5% late charge per month. Payments for export sales to be made in accordance with the specified payment schedule by way of a confirmed, irrevocable letter of credit established in favor of Seller on a USA bank to be designated by Seller. Costs associated with the letter of credit will be to Buyer's account. Performance schedules are based on receipt of letter of credit within thirty (30) days of award.

3. Taxes.

Federal, state, local, or value added sales and/or use taxes measured on the price of Equipment are not included in the price.

4. Time Limit.

All quotations are valid for a period of thirty calendar days.

5. Acceptance.

Acceptance of Equipment occurs at point of manufacture.

6. Warranty. General.

Seller warrants that all Equipment manufactured by Seller shall be free from defects in material, workmanship and title; provided, however, that this warranty shall be limited to Equipment found to be defective within a period of one (1) year from initial use or eighteen (18) months from date of shipment, whichever expires first, except that parts sold as a spare or for replacement are warranted for one (1) year from the date of shipment or until the expiration of the recommended service period, whichever expires first. In the event the Equipment constitutes heat exchanger(s), then Seller also warrants the same to be new and in accordance with Seller's applicable brazed aluminum heat exchanger specifications and drawings, which may have been submitted to and approved by Buyer. Resale products only carry the warranty offered by their original manufacturer. This warranty does not cover Buyer furnished designs, goods, equipment, and/or materials. In no event shall Seller incur any obligation to repair or replace Equipment which Seller determines to be defective due to customer misuse, abuse, neglect, operated outside the specified design and/or feed conditions, corrosion or erosion, or not used in accordance with normal operating and maintenance instructions. Seller shall not incur any warranty obligation hereunder with respect to Equipment which is modified in any way by Buyer without Seller's prior written approval. Installation by Buyer at regular intervals of normal maintenance parts does not constitute modifications. Services. Seller warrants its Services against defects in workmanship for a period of ninety days from date of their completion.

7. Exclusive Remedy. Equipment/Services Remedy.

Should any failure to conform with the applicable warranties appear during the specified periods under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and if given prompt written notice by Buyer and Seller has been given ten (10) days to inspect said Equipment (and provided Buyer has helped identify the problem and appropriately decontaminated the Equipment) before any corrective actions are taken, then Seller shall correct such nonconformity by, at its option, (1) repair or replacement of the nonconforming Equipment or parts thereof, or (2) refund the purchase price of the nonconforming Equipment or parts thereof, or (3) in the case of nonconforming Services, provide equivalent Services at the job site or refund the price therefor. Repairs or replacements made pursuant to warranty shall not renew or extend the applicable original warranty period, provided however, that any such repairs or replacement of Equipment or parts thereof shall be warranted for the time remaining in the original warranty period or thirty days, whichever is longer. Seller shall not be responsible for providing working access to the defect, including disassembly and reassembly of Equipment or for providing transportation to and from Seller's repair or factory facility, all of which shall be at Buyer's risk and expense. These warranties shall also not apply to any Equipment or parts thereof which: (1) have been improperly repaired or altered; (2) have been subjected to misuse, excessive external forces, negligence or accident; (3) have been used/operated in a manner contrary to Seller's instructions, specifications and drawings; (4) are comprised of materials provided or a design stipulated by Buyer; (5) are used equipment; or (6) result from normal wear and tear. Any repair or alteration without Seller's written approval shall act to void any existing warranty. Buyer also agrees to defend, indemnify and hold Seller harmless from any third party claims arising out of Buyer's use, sale, or lease of said furnished Equipment.

8. Disclaimer.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, PERFORMANCE AND DESIGNS, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND ALL EQUIPMENT MANUFACTURERS.

9. Termination.

No termination by Buyer for default shall be effective unless, within fifteen (15) days after receipt by Seller of Buyer's written notice specifying such default, Seller shall have failed to initiate and pursue correction of such specified default.



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CHART INC. ORDER CANCELLATION POLICY FOR INDUSTRIAL TANKS, TRAILERS, DELIVERY UNITS and SPARE PARTS

Cancellation Policy

September 1, 1998

CANCELLATION OF CONTRACTS AND UNIQUE ORDERS:

Due to Chart Inc.'s lead-time and monetary requirements required to order materials for customer orders, it is necessary to enforce a monetary fee for all cancelled orders and contracts. If the materials are unique for the customer in type or in volume, the customer is required to pay 100% of the value of the materials in production, stock and on order that can not be cancelled. In this case, we will gladly ship all of the materials to them at their expense. The value must be paid in full before materials will be shipped.

At Chart Inc.'s discretion, if it is possible to readily use the materials for other orders or products, the customer will be charged 15% of the value of the materials in stock or on order (which cannot be cancelled with suppliers).

CANCELLATION OF ORDERS IN PRODUCTION:

For orders which have already started production, the customer will be required to pay a 5% order cancellation fee on standard MVE part numbers, and 15% of the quoted price if the product may be finished and sold to another customer. If the product is unique for their customer specifications, they will be charged 100% of the value of the materials in production.

CANCELLATION OF COMPLETE ORDERS:

At Chart Inc.'s discretion, for items which have completed production, the customer will be required to pay 5% on standard Chart Inc. part numbers, and 15% of the quoted price on non-standard product as an order cancellation fee if the product may be sold to another customer.



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Phone: 800-400-4683

Fax:

Fax: 952-758-8293

This product will invoice at time of completion at which time title will be transferred to Chart's customer. Upon special request, Chart will agree to hold your completed vessel at our New Prague facility for 30 days at no charge. After 30 days, storage fees can accrue.

Upon accepting terms and pricing of this quotation, please approve with your signature and assign a Purchase Order number. Fax approved quotations to _____ at 952-758-8275.

Authorized Signature: _____

Purchase Order Number: _____

Planned Ship Date: _____ (Estimate within 30 Days)

Chart will place this equipment on order upon receipt of this signed document

THANK YOU FOR YOUR BUSINESS!

Chart Approval

Signature: _____

Date: _____

Shipping Terms: Prepaid

FOB Point: New Prague, MN

Delivery Point:

Cancellation: See Attached Policy

Line #	Part Number	Price	Quantity	Extended
1	CUSTOM	\$313,000.00	1	\$313,000.00
SPECIAL HL-3500SC-175-ORCA, Truck Mounted. General Vessel: Length 23.5' / 7.1 Meter. Width: 6.7' / 2.04 Meter. Height: 7.21' / 2.2 Meter. Weight: 14,181 LBS / 6,432 Kg +/- 3%. Inner Vessel: Gross water capacity: 3,450 US Gallons / 13,059 Liters. Materials: SA-240 Grade 304 Stainless Steel. Design MAWP: 175 PSIG / 12.6 Bar. Code: ASME Sect.VIII, Div.1, CGA-341, NFPA 59A, DOT MC-338. Baffles: 1 Transverse. X-Ray: RT-2. Piping (Annual): Schedule 5 Stainless Steel. PTO Driven Alternator. Air Compressor. JC Carter Fueling Nozzle. 12' Transfer Hose. ORCA Control System. ***INSTALLATION on customer supplied truck chassis.*** NOTE: Estimated Deliver Date: (16) weeks material leadtime, (9) weeks vessel production, (3) weeks installation, equals (28) weeks for production.				
2	12773043	\$8,030.00	1	\$8,030.00
SURCHARGE - ORCA				
3	CUSTOM	\$37,560.00	1	\$37,560.00
CHART Part#10460836 - F.E.T.				
4	CUSTOM	\$5,000.00	1	\$5,000.00
CHART #11710227 - ONE WEEK ON-SITE TRAINING				
Prices Quoted In USD		Subtotal:		\$363,590.00
		Freight:		\$0.00
		Insurance:		\$0.00
		Total:		\$363,590.00

Warranty: Subject to CHART'S Standard Terms & Conditions - See Attached.

Comments: NOTE: Leadtime is stated above****

Payment Terms: NET 30

Payment Comments: Prices DO NOT Include Freight or Taxes.

This quote is subject to attached Terms and Conditions.



Innovation. Experience. Performance.™

Number: 21190
Revision: 0
Date: Tuesday, September 11, 2007
Expiration Date: Thursday, October 11, 2007
Created By: Seurer, Katie
SalesPerson: James Turvey

To: Mannion, Steve
Bonander Truck Sales
4520 N. Golden State Blvd.
Turlock, California 95382 USA

From: Chart Inc.
Distribution & Storage
407 7th Street NW
New Prague, MN 56071 USA

Phone: 916-797-1540
Fax:

Phone: 800-400-4683
Fax: 952-758-8293

Dear Mr. Mannion,

Thank you for the opportunity to quote you on your ORCA requirements.

The following pages are the quotation that Troy Lindquist had asked that I send to you.

If you have any questions or need additional information, please feel free to contact James Turvey@949-981-7688 or Troy Lindquist@952-758-8417.

Thank you for your interest in Chart Products & Services.

Best Regards,

Katie Seurer
Customer Service

DATE BID OPENED 9-12-07
EMPLOYEE INITIALS J.M.
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
[X] NONE REQUIRED
() PROPERLY SIGNED
BID DEPOSIT TYPE
() BID BOND
() CALIF. BANK CASHIER'S CHECK
() CERTIFIED CHECK
() CASH
() CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
() SECURITY RETURNED
() SECURITY ACCEPTED
EMPLOYEE INITIALS
DATE