

TO: HARBOR DEPARTMENT PURCHASING OFFICE  
 BY MAIL: P. O. Box 786, Wilmington, CA 90748  
 DELIVERY: 500 Pier "A" Street, Berth 161  
 Wilmington, CA 90744

**Transmittal 1**

BID NO. F-735 Page 1  
 Show this number on envelope

Contract No. 39578

**1. COMPLETE CONTRACT**

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page and the reverse side, any addendums and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

**2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

**3. AMOUNT TO BE PAID**

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

**4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION**

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

**5. DECLARATION OF NON-COLLUSION**

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

**6. LEGAL JUSTIFICATION**

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: El Segundo, Calif. ON THE 14<sup>th</sup> DAY OF March 2011  
City, State Date Month

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Vision Motor Corp.  
 Phone 310-450-0299 Fax 310-450-0202  
 Address 120 Eucalyptus Drive LA 90245  
Street City State Zip



[Signature] MARTIN SCHUERDMANN PRESIDENT  
Signature Printed Name Printed Title

[Signature] Rudy Tapia Vice-President  
Signature Printed Name Printed Title

(AFFIX CORPORATE SEAL HERE)

- a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President and one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- b) One signature by corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 2011 _____ <small>Notary Seal Signature</small>	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department _____ <small>Date</small>	Approved as to Form <u>April 1</u> , 2011 City Attorney BY <u>[Signature]</u> Deputy
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**VISION INDUSTRIES CORP.**  
22525 Pacific Coast Highway, Suite 101, Malibu, California 90265  
(Company Name and Address)

**UNANIMOUS WRITTEN CONSENT OF DIRECTORS  
OF  
VISION INDUSTRIES CORP.  
(Company Name)  
IN LIEU OF MEETING OF THE BOARD OF DIRECTORS OF  
VISION INDUSTRIES CORP.  
(Company Name)  
(A FLORIDA CORPORATION)  
(State)**

Pursuant to the Authority granted to directors to take action by unanimous consent without a meeting pursuant to the articles of organization of VISION INDUSTRIES CORP., the Board of Directors ("Directors") of VISION INDUSTRIES CORP., a FLORIDA Corporation (the "Company"), do hereby consent to, adopt, ratify, confirm and approve, as of the date indicated below, the following recitals and resolutions, as evidenced by their signature hereunder:

WHEREAS, the Directors have been presented with the proposal to grant signing and authority to conduct business to Lawrence Weisdorn and Martin Schuermann, as officers of the company.

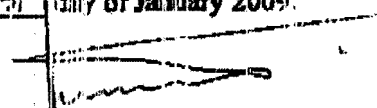
WHEREAS, the Directors believe it is in the best interest of the corporation to authorize and approve the agreement as set forth herein.

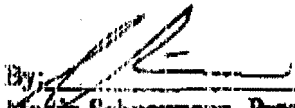
NOW, THEREFORE, BE IT RESOLVED, that it is hereby authorized and approved to grant signing and authority to conduct business to Lawrence Weisdorn and Martin Schuermann, as officers of the company.

**GENERAL RESOLUTION**

Resolved further, that the officers of the corporation are hereby authorized and instructed to take whatever steps necessary to effectuate the above described resolutions.

IN WITNESS WHEREOF, The undersigned have set forth their hands in their capacity as of this 21<sup>st</sup> day of January 2009.

By:   
Lawrence Weisdorn, Secretary, Treasurer and Chairman of the Board of Directors  
(Print directors' name and title)

By:   
Martin Schuermann, President and Director  
(Print directors' name and title)

**CHEETAH CONSULTING INC.  
CORPORATE SEAL  
STATE OF FLORIDA 2004**

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-735**

<p style="text-align: center;"><b>SUBMIT BID TO :</b></p> <p><b>By Hand:</b> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p>	<p><b>By Mail:</b> Los Angeles Harbor Department Purchasing Office P. O. Box 786 Wilmington, CA 90748</p>	<p><b>BID DUE BEFORE</b> <b>2:00 P.M.</b> <b>March 18, 2011</b></p>
<p><b>Buyer:</b> Leticia Caldera, Procurement Analyst      (310) 732-3890</p>		<p><b>BIDS WILL BE PUBLICLY OPENED</b></p>

**ALL ITEMS REQUESTED MAY BE QUOTED AS OR EQUAL.  
AFFIRMATIVE ACTION - AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.**

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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## ENHANCE/UPGRADE FIFTEEN (15) HARBOR DEPARTMENT-OWNED ELECTRIC TRUCKS TO HYDROGEN FUEL CELL HYBRID TRUCKS

**NOTE:** The Harbor Department is seeking to increase mileage usage per charge for fifteen Balqon Corporation E-20 Electric Trucks. Said trucks shall be enhanced/upgraded from a battery only system with charge time of approximately six to eight hours standard or two to three hours at fast charge mode (60%) to hydrogen fuel cell hybrid trucks. The proposed Hydrogen Fuel Cell Power Module in concert with the battery charge system must, at minimum, double the truck energy storage and must comply with any applicable State and Federal laws, including the U.S. Department of Transportation, to continue the use of said trucks for on-road operation.

Price to include all charges and fees excluding sales tax.

1. 15 EA      Each \$ 27,500 \$ 412,500  
**16 KW HYDROGEN FUEL CELL POWER MODULE WITH MOUNTING EQUIPMENT**

State Make and Model Quoting:

Hydrogenics HyPM HD 16

2. 30 EA      Each \$ 4,000 \$ 120,000  
**HYDROGEN TANKS WITH AN APPROXIMATE PSI RANGE OF 6250 TYPE 3, H2 FUEL CONTAINER WITH INSTALLED MANUAL VALVE AND PRESSURE RELIEF DEVICES as required by applicable State and Federal Laws**

State Make and Model Quoting:

SCI - H2 Tanks

REQ. NO.: J-971 NOTIFY: C. Atkins, C. Cannon PAGE 2	STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER. TERMS _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-735

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: March 18, 2011

- |    |                            |   |  |
|----|----------------------------|---|--|
| 3. | 15                         | EA  | Per Truck \$ <u>25,000</u> \$ <u>375,000</u>                                     |
|    |                            | <b>CAB CHANGES, DC CONVERTERS AND ADDITIONAL PARTS</b> to complete the required enhancement/upgrade |  |
| 4. | 15                         | EA  | Per Truck \$ <u>14,500</u> \$ <u>217,500</u>                                     |
|    |                            | <b>LABOR</b> to complete the required enhancement/upgrade   |  |
| 5. | <del>1</del> <sup>RT</sup> | EA  | Total <sup>R.T</sup><br><del>Per Truck</del> \$ <u>150,000</u> \$ <u>150,000</u> |
|    |                            | <b>DESIGN/ENGINEERING SERVICES – AS REQUIRED</b> to complete the required enhancement/upgrade       |  |

Funding for this project is provided by the American Recovery and Reinvestment Act of 2009 through the U.S. Department of Energy (EECBG) and, therefore, must comply with all appropriate requirements by the Office of Management and Budgets, such as Buy American and Non-Debarment.

NOTE: The Harbor Department reserves the right to order single or multiple items to meet the quantity demands as needed.

**REQUEST FOR QUOTATION BIDDER RESPONSIVENESS.** In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

**ADDENDUMS.** From time to time the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – [www.portoflosangeles.org](http://www.portoflosangeles.org) and the Los Angeles Business Assistance Virtual Network website – [www.labavn.org](http://www.labavn.org). It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

**AWARD.** The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items as it may deem necessary, unless otherwise stated herein.

**FORMAL REQUEST FOR BID**

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-735**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: March 18, 2011**

**SUPPLIER CONTACT INFORMATION:**

Contact Person: Rudy Tapia

Title: Vice-President

Telephone No.: 310-450-0299 EX 203

Fax No.: 310-450-0202

E-Mail Address: Rudy@visionmotorcorp.com

24 Hour Contact No.: 310-259-4293

**MAKES, MODELS & BRAND NAMES.** Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

**ILLUSTRATIVE AND TECHNICAL DATA.** When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

**AUTHORIZED DISTRIBUTOR/DEALER:** Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

Yes: X No: \_\_\_\_\_

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

**ADDITIONAL QUANTITIES.** The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: \_\_\_\_\_.

**NEW AND UNUSED.** The equipment furnished shall be new and unused, current model.

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
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**DELIVERY POINT.** Prices to include all delivery charges, F.O.B. the Harbor Department, 425 S. Palos Verdes Street, San Pedro, CA 90731.

**DELIVERY.** Delivery is requested as soon as possible after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

**BILLING DISCOUNT TERMS.** Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

**SALES TAXES.** Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

**FEDERAL EXCISE TAX.** The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.

**SALES TAX PERMIT.** Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: \_\_\_\_\_

**VENDOR PAYMENT.** Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Vision Motor Corp.  
ADDRESS: 120 Eucalyptus Drive  
El Segundo CA, 90245

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

**COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

**DEFAULT BY SUPPLIER.** In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

**EQUAL BENEFITS POLICY.** The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-735**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: March 18, 2011**

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE):** It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC).** In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 626-9271, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

**TAXPAYER IDENTIFICATION NUMBER.** Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

**SPECIAL NOTE.** If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office:

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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-735**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: March 18, 2011**

## GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Purchasing Division, 500 Pier "A" Street, P. O. Box 786, Wilmington, CA 90748. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the same articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

No. 285 Rev. 4/07-116