



# COUNTY OF EL DORADO

## AIR QUALITY MANAGEMENT DISTRICT

### AGREEMENT FOR CONSTRUCTION SERVICES #8206

**THIS AGREEMENT** made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, acting through the governing body or board thereof (hereinafter referred to as "County"), and **TRUE UPSIDE CONSULTING, LLC**, a Virginia limited liability company duly qualified to conduct business in the State of California, doing business as **EVERGED**, whose principal place of business is 8000 Towers Crescent Drive, 13<sup>th</sup> Floor, Vienna, Virginia 22182 (hereinafter referred to as "Contractor");

### RECITALS

On September 27, 2023, Contractor was selected to provide electric vehicle supply equipment, maintenance, billing, and customer service as the result of competitive Invitation to Bid (ITB) #23-918-053;

That for and in consideration of the mutual promises, covenants, agreements and conditions herein contained, the parties hereto agree with each other as follows:

#### 1. Contract Documents

The complete Agreement (hereinafter "Agreement") between the parties consists of and is set forth in the Contract Documents. The Contract Documents consist of: (a) this Agreement and any amendments thereto in accordance with the provisions herein; (b) Exhibits to this Agreement; (c) Work Orders or Work Order Amendments issued under this Agreement; (d) an executed Subcontractors Listing Form, if applicable; (e) executed Certificate of Insurance forms; (f) an executed California Form 590; (g) an executed Department of the Treasury Internal Revenue Service Form W-9 or County Payee Data Record Form, whichever is applicable; and (h) ITB #23-918-053 and all addenda incorporated into the ITB documents before the ITB closing date and time. All obligations of the parties are contained in the Contract Documents, and by acceptance of this Agreement the parties hereto agree to be bound by the provisions of all of said documents. All of said documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of them.

In the event of any conflict between or among the terms and conditions of this Agreement and documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the order of priority identified above, beginning with (a) and ending with (h).

#### 2. The Work

Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, or as identified in individual Work Orders to be issued in accordance with this Agreement, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall furnish, at Contractor's own cost and expense, all personnel, subcontractors, tools, parts, vehicles, equipment, materials, and services necessary to provide for the removal and replacement of up to fifty-five (55) electric vehicle (EV) chargers at sixteen (16) County locations and to provide maintenance, customer service, and the billing networking service that allows a public fee to be charged, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Contractor shall provide all services in accordance with the requirements of Exhibit B, marked "ITB #23-918-053 and Addendum #1," incorporated herein and made by reference a part hereof.

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The EV charging locations are listed on Exhibit C, marked "EVSE Locations," incorporated herein and made by reference a part hereof. In the event of a change in the public fee to be charged at the locations listed on Exhibit C, County's Contract Administrator will provide Contractor with a specific list of locations and the revised public fee to be charged. Each such revised list shall be attached to this Agreement as an addendum. The effective date of the changes shall be indicated on each revised list.

For each work assignment, the specific services for each assignment shall be determined at a meeting, by email, or telephone conference between County and Contractor. For each work assignment, Contractor shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Contractor for each work assignment identifying the specific site where the work will be performed, a description of the services to be performed, a specific date by which the work shall be completed, standards for work, any required deliverables, and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. No payment will be made for any work performed prior to the issuance of the written Work Order. No payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Contractor amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

Deliverables shall be submitted via electronic file and Contractor shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in Article 29, Termination by County for Cause, herein.

Unless authorized in advance in the individual Work Orders, no overtime shall be authorized for services without prior approval from County's Contract Administrator. Initial authorization may consist of verbal approval between County's Contract Administrator, or designee, and Contractor, however formal approval shall follow in written form.

Unless otherwise specified, all equipment, materials, and supplies furnished by the Contractor under this Agreement shall be new and unused. All waste materials shall be removed and properly disposed of in accordance with all local, state, and federal laws. All parts, materials, and components shall be installed and/or applied in accordance with manufacturer recommendations.

And all other work as called for, and in the manner designated in, and in strict conformance with the Contract Documents adopted by County as prepared by the Contract Administrator or Project Manager. Contractor shall perform the Work in accordance with all of the terms and conditions of the Contract Documents and in a safe, professional, skillful, and workmanlike manner. All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, if applicable, are the responsibility of Contractor unless specifically described as a task or item of work to be provided by County. Contractor shall be responsible for the

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supervision, administration, and work performed by any subcontractor for services rendered under this Agreement. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees, agents, associates, representatives, or subcontractors.

**3. Location of Work**

Said work is to be performed at: Locations listed on Exhibit C.

**4. Contract Price**

For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit D, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

County's current internal fleet vehicles and all plug in vehicles acquired in the future by the County will not be charged an access fee to use the EV chargers for the entire term of the Agreement.

Subcontractor's services, other outside services, other direct costs, including but not limited to, materials, equipment, printing, delivery charges, and copying costs, authorized herein shall be invoiced at Contractor's cost, without markup, for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator or successor. Any invoices that include subcontractor services and other direct costs shall be accompanied by backup documentation to substantiate Contractor's costs for the services being billed on those invoices.

Any parts, materials, or equipment used during the performance of work under this Agreement shall be listed on the invoice which shall list the amount being charged to County for same.

The total amount of this Agreement shall not exceed \$235,950, inclusive of all Work Orders and amended Work Orders, all work of subcontractors, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number, if applicable, both on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado  
Air Quality Management District  
330 Fair Lane  
Placerville, California 95667

Attn.: Scott Wilson  
Program Manager

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement or in the individual Work Orders issued pursuant to this Agreement, if applicable, County at its sole option may delay

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the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in Article 29, Termination by County for Cause, herein.

**5. Protection of Facilities**

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.
- B. Contractor shall provide for continuous County occupancy and operation of the facility for the duration of the project.
- C. Contractor shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator.
- D. Contractor shall provide for work by other contractors and County.
- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

**6. Safety**

Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.

**7. Time of Completion**

This Agreement shall become effective upon final execution by both parties and shall cover the period of March 2, 2024 through March 1, 2029.

Time is of the essence. The work under the Agreement shall be completed **within the timeframe designated within each issued Work Order**, unless an extension of time or suspension of work is authorized by County in writing in accordance with an amended Work Order.

**8. Payment**

No payment will be made for any work performed prior to approval and full execution of each Work Order and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

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The period of performance for the Work Order shall be in accordance with dates specified in each Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

Payment by County as herein provided shall not be construed as an absolute acceptance of defects in the work or improper materials.

County shall promptly pay Contractor in accordance with Public Contract Code section 20104.50.

**9. Performance Bond** (If Applicable)

As a part of the execution of this Agreement, for any Work Order issued to Contractor where the not-to-exceed dollar amount is equal to or exceeds \$25,000, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Agreement. The amount of this bond shall be one hundred percent (100%) of the total not-to-exceed amount of the Work Order and shall be executed upon the form provided by County.

**10. Payment Bond** (If Applicable)

As a part of the execution of this Agreement, for any Work Order issued to Contractor where the not-to-exceed dollar amount is equal to or exceeds \$25,000, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total not-to-exceed amount of the Work Order and shall be executed upon the form provided by County.

**11. Notification of Surety Company** (If Applicable)

The surety company shall familiarize itself with all of the conditions and provisions of this Agreement, and shall waive the right of special notification of any change or modifications of this Agreement or extension of time, or of decreased or increased work, or of the cancellation of this Agreement, or of any other act or acts by County or its authorized agents, under the terms of this Agreement; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Agreement.

**12. Ownership of Data**

Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, if applicable, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

**13. Payment of Prevailing Wages**

Contractor shall pay and require payment of wages according to a scale of prevailing wage rates determined by California law, which scale is on file at County's Chief Administrative Office, Procurement and Contracts Division's principal office and shall comply with all applicable wage requirements, as set forth in Labor Code sections 1770, et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and

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any subcontractor employed under this Agreement shall also conform to and be bound by the provisions of Labor Code sections 1810 through 1815.

**14. Apprentices**

Attention is directed to Labor Code sections 1777.5, 1777.6, and 1777.7 and 8 California Code of Regulations section 200, et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works contract. Responsibility for compliance with this section lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

**15. Certified Payroll**

As required under the provisions of Labor Code section 1776, Contractor and any subcontractors shall keep accurate payroll records as follows:

1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with this Project.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
  - a. Make available or furnish to the employee or his or her authorized representative on request.
  - b. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
  - c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
  - d. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations.

**16. Registration of Contractors**

No contractor or subcontractor may bid on any public works project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.

Contractor shall post job site notices as prescribed by 8 of California Code of Regulations section 16451.

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**17. Records Examination and Audit Requirements**

Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering the various aspects of this Agreement. In accordance with Government Code section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during this Agreement period and for four (4) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to this Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

**18. Payment of all Federal, State, or Local Taxes**

Any federal, state, or local tax payable on the articles furnished by Contractor under this Agreement shall be included in the Contract Price and paid by Contractor.

**19. Compliance with all Applicable Laws**

Contractor shall conform to and abide by all Federal, State, and local building, labor and safety laws, ordinances, rules, and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in the Contract Documents, including but not limited to the plans and specifications, is to be construed to permit work not conforming to these codes, laws, and regulations.

**20. Nondiscrimination**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Subchapter 5 Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 11102.

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**21. Reporting Accidents**

Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

**22. Workers' Compensation**

Contractor shall comply with Labor Code section 3700, et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: Jefferson W Smith  
Jefferson W Smith (Feb 16, 2024 13:03 EST)

Dated: 02/16/2024

**23. Deviation from Plans and Specifications**

No deviation shall be made from the plans and/or the specifications, if any, without the prior written approval of County.

**24. Unity of Plans and Specifications**

The plans and specifications, if any, are one document, and any work shown or mentioned, in one and not in the other, or vice versa, shall be furnished or performed as though mentioned or shown in both.

**25. Relocation of Utilities**

As required by Government Code section 4215, County will assume responsibility for the removal, relocation, and protection of main or trunk-line utility facilities existing on the construction site, if such facilities are not shown in the plans and specifications, and County shall compensate Contractor for the costs of locating and repairing damage to such facilities not due to the failure of Contractor to exercise reasonable care.

Nothing herein shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.

If Contractor, while performing the Work under this Agreement, discovers utility facilities not identified in the Contract Documents, including the plans or specifications, Contractor shall immediately notify the Contract Administrator or Project Manager. County shall not be liable for Contractor's performance of unauthorized work.

**26. Subcontracting**

The provisions of Public Contract Code sections 4100-4114, inclusive, regarding subcontracting shall apply to this Agreement, and Contractor represents that it will comply with all provisions therein. For the purposes hereof, subcontractors shall be listed in accordance with Exhibit E, marked "Subcontractors Listing," incorporated herein



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and made by reference a part hereof. Exhibit E shall be submitted with each Work Order where subcontractors are used.

**27. Additional Work**

County reserves the right to make such alterations, deviations, additions to, or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of work or to delete any items or portion of work, as may be deemed by the Contract Administrator or Project Manager to be necessary or advisable, and to require such additional work to be required for the proper completion of the whole Work contemplated.

Any such changes will be set forth in a written Contract Change Order (Change Order) which will specify the additional work, adjustment of performance time, if any, and basis for additional compensation, if any. Any Change Order shall not become effective until approved by the Purchasing Agent, or where required, by the Board of Supervisors.

**28. Termination by County for Convenience**

County reserves the right to terminate this Agreement or Work Order or amended Work Order issued pursuant to this Agreement at any time, in whole or in part, for convenience upon thirty (30) calendar days written Notice of Termination. County shall issue Contractor a written notice specifying that this Agreement or any Work Order or amended Work Order issued pursuant to this Agreement is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under this Agreement except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the Project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) clean up of the site.

If this Agreement or any Work Order or amended Work Order issued pursuant to this Agreement is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for satisfactory work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the Project for termination.

**29. Termination by County for Cause**

County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor if any of the following events occur:

1. Contractor is adjudged as bankrupt or insolvent.
2. Contractor makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property.
3. Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
4. Contractor on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment.

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5. Contractor on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment.
  6. Contractor disregards the authority of County's representative, or the Engineer, if one is appointed.
  7. Contractor violates Article 39.
  8. Contractor otherwise violates any material provision of the Contract Documents.
  9. If the EV chargers are not operational at least ninety-seven percent (97%) of the standard operating hours of the charging facility for the full term of the Agreement.

County shall state in that written notice the reason(s) for the default. After that ten (10) day period has elapsed, County may terminate the services of Contractor immediately and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, County may serve Contractor and the Surety on its faithful performance bond with an Inspector's written notice demanding satisfactory compliance with this Agreement if Contractor does any of the following:

1. Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, or to maintain the rate of delivery of material.
2. Fails to execute the Work in the manner and at such locations as specified.
3. Fails to maintain a work program which will ensure County's interest.
4. Contractor is not carrying out the intent of this Agreement.

If Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under this Agreement are insufficient for completion, Contractor or Surety shall pay to County within five (5) days after the completion, all costs in excess of the Contract Price. In any event, the cost of completing the Work shall be charged against Contractor and its Surety and may be deducted from any money due or becoming due from County.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. This Agreement shall be equitably adjusted to compensate for such termination.

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**30. Successors and Assigns**

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

**31. Assignment of Contract**

Neither this Agreement, nor any part thereof, nor any monies due or to become due hereunder, may be assigned by Contractor without the written approval of County, nor without the consent of the Surety unless the Surety has waived its right to notice of assignment in writing. County may assign this Agreement to a lender, or any third party that assumes the obligations of County hereunder.

**32. Amendments**

This Agreement may be amended by mutual consent of the parties hereto. Said amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**33. Separate Contracts**

County reserves the right to let other contracts in connection with the Work. Contractor shall afford all other such contractors reasonable opportunity for storage of their materials, shall provide that the execution of its work properly connects and coordinates with theirs, and shall cooperate with them to the end of facilitating the Work.

**34. Indemnity**

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County and its officers, directors, and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractors or employees of any of these, except for the active negligence, sole negligence, or wilful misconduct of County, its officers, directors, and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Civil Code section 2778. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

**35. Insurance**

GENERAL INSURANCE REQUIREMENTS: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

1. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.

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2. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
  3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Contractor in performance of this Agreement.
  4. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
  5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures.

#### PROOF OF INSURANCE REQUIREMENTS:

1. Contractor shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming County as additional insured.
3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Contractor shall require each of its subcontractors to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance and Workers' Compensation Insurance of the types and in the amounts specified above, or shall insure the activities of its subcontractors in its own policy in like amounts. Contractor shall also require each of its subcontractors to name Contractor and the County of El Dorado as additional insureds on each subcontractor's general and excess liability insurance policies. Upon request by County Contractor shall furnish proof of coverage satisfactory to County as evidence that the subcontractor insurance required herein is being maintained.

#### INSURANCE NOTIFICATION REQUIREMENTS:

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to Air Quality Management District, 330 Fair Lane, Placerville, California 95667.

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2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified herein below. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division.

**ADDITIONAL STANDARDS:** Certificates shall meet such additional standards as may be determined by County's Air Quality Management District, either independently or in consultation with County's Risk Management Division, as essential for protection of County.

**COMMENCEMENT OF PERFORMANCE:** Contractor shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

**MATERIAL BREACH:** Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

**REPORTING PROVISIONS:** Any failure to comply with the reporting provisions of the policies shall not affect the coverage provided to County, its officers, officials, employees, or volunteers.

**PRIMARY COVERAGE:** Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

**PREMIUM PAYMENTS:** The insurance companies shall have no recourse against County, its officers, officials, employees, and volunteers or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

**CONTRACTOR'S OBLIGATIONS:** Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

### **36. Independent Contractor**

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

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Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

**37. Force Majeure**

Neither party will be liable for any delay, failure to perform, nor omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

**38. Waiver**

No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

**39. Conflict of Interest**

The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, nor any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

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1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
  2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
  3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article 29.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit F, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

**40. Licenses**

Contractor warrants and represents that its subcontractor holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code section 7000, et seq.), that its license is in good standing and that it possesses a Class C10 – Electrical Contractor License as required by the categories and type of the Work. Copies of Contractor's State Contractors' license must be provided with this Agreement.

In addition, Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

**41. Business License**

County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

**42. Cleaning Up**

Contractor shall not allow the site of the Work to become littered with trash, rubbish, or waste material, but shall maintain the site of Work in a neat and orderly condition throughout the performance of the Work. At the end of each work day, Contractor shall clean up all debris and waste materials generated by the Work and shall properly dispose of all trash, rubbish and waste materials off site at no additional cost to County.

**43. Access to the Work**

County, and any state or local authorities having jurisdiction over the Project, shall at all times have access to the Work.

**44. Acceptance of Work**

The Work will be accepted by County in writing when the whole shall have been completed satisfactorily, as determined by County's Contract Administrator or its duly authorized representative. Acceptance of the Work shall not constitute an acceptance of latent defects nor relieve Contractor of responsibility for any act or omission which is a violation of this Agreement.

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45. **Resolution of Claims**

Contractor's attention is invited to Public Contract Code section 20104, et seq., for resolution of construction claims, and specifically section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Contractor's attention is directed to Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven (7) percent per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other Contract Documents are in addition to the procedures required by section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

46. **Environmental and Toxic Warranty**

Contractor warrants that its operations concerning the Project are not and will not be in violation of any applicable federal, state, or local environmental statute, law, or regulation dealing with hazardous materials substances or toxic substances.

47. **Guarantee**

**Final Guarantee:** Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of Acceptance of the Work that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.

**Extended Guarantees:** If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any equipment or materials used in this Project, then the guarantee for such equipment or materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by its suppliers or manufacturers.

**Warranty:** Contractor warrants to County that materials and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by this Agreement, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements of this Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

If within one (1) year from the date of the Acceptance of the Work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, correct such defective work. If work is rejected by County, defective material or work will be removed from site and replaced with non-defective materials or work. If Contractor is unable to promptly and properly correct any defective work, County may at its option have the work corrected by such other means as County deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such



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defective work. Said warranty shall apply to all work found to be “defective” which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for performance of this Agreement.

**48. Notice**

Any notice or other correspondence required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be in duplicate and shall be delivered to it as follows:

To County:

County of El Dorado  
Air Quality Management District  
330 Fair Lane  
Placerville, California 95667

Attn.: Scott Wilson  
Program Manager

With a copy to:

County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

Notices and correspondence to Contractor shall be delivered when personally delivered to, or if mailed, addressed to Contractor at:

EVerged  
8000 Towers Crescent Drive, 13<sup>th</sup> Floor  
Vienna, Virginia 22182

Attn.: Jefferson W. Smith  
Managing Partner

Either party may change its address for notices or for its principal place of business by giving written notice pursuant to this Article.

**49. Drug-Free Workplace**

Contractor shall comply with Government Code section 8355.

**50. Nonresident Withholding**

If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven percent (7%) of each payment made to Contractor during the term of this Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold County harmless in any action taken by the California Franchise Tax Board.

**51. County Payee Data Record Form**

All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

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**52. Taxes**

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**53. Venue**

The Contract Documents and all provisions thereto shall be governed by the laws of the State of California. Any litigation arising herein shall be brought in the County of El Dorado.

**54. Contract Administrator**

The County Officer or employee with responsibility for administering this Agreement is Scott Wilson, Program Manager, Air Quality Management District, or successor.

**55. Authorized Signatures**

The parties to this Agreement warrant and represent that the undersigned individuals executing this Agreement on their respective behalves are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

**56. Electronic Signatures**

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

**57. Partial Invalidity**

If any provision, sentence, or word of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, sentences, and words will continue in full force and effect without being impaired or invalidated in any way.

**58. No Third Party Beneficiaries**

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**59. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**60. Entire Agreement**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Air Pollution Control Officer  
"County"

**-- TRUE UPSIDE CONSULTING, LLC  
doing business as  
EVERGED --**

By: *Jefferson W Smith*  
Jefferson W Smith (Feb 16, 2024 13:03 EST)

Dated: 02/16/2024

Jefferson W. Smith  
Managing Partner  
"Contractor"

# **True Upside Consulting, LLC**

**doing business as**

**EVerged**

**Exhibit A**

## **Scope of Work**

As directed in the field by County's Contract Administrator and in accordance with the requirements of ITB #23-918-053 (including Addendum #1), Contractor shall:

- Remove and replace up to fifty-five (55) Clipper Creek brand level two (2) chargers, pedestals, and cord retraction systems with new replacement chargers, pedestals, and cord retraction systems at fifteen (15) County owned facilities and one (1) City of Placerville Park and Ride at the locations shown in Exhibit B – EVSE Locations.
- Return the removed Clipper Creek chargers, pedestals, and cord retraction systems to the Air Quality Management District (AQMD).
- Program with a variable rate fee structure as determined by AQMD.
- Establish multiple point of sale payment systems.
- Provide twenty-four (24) hours a day seven (7) days a week customer service support to users/customers for up to five (5) years after replacement.
- Provide any needed maintenance for up to five (5) years after replacement.

### **The following requirements apply to the charging equipment:**

- All public chargers must meet applicable requirements, including those of Senate Bill 454 (Corbett, Chapter 418, Statutes of 2013), the California Air Resources Board Electric Vehicle Supply Equipment (EVSE) Standards, and the California Department of Food and Agriculture Division of Measurement Standards.
- All chargers must be networked.
- A networked charger must include the following three (3) abilities.
  1. Have network connectivity with one (1) of the following:
    - IEEE 802.11n for high-bandwidth wireless networking, or
    - IEEE 802.3 for ethernet for local or wide area network applications.
  2. Be able to receive remote software updates, real-time protocol translation, encryption, and decryption, including:
    - Internet Protocol (IP) based processor which must support multiple protocols, and
    - Compliance with Transmission Control Protocol (TCP)/IP and IPv6.

3. Be able to connect to a network's back-end software.

- The level two (2) connectors must be SAE standard J1772.
- The equipment must be able to withstand extreme weather conditions associated with the deployment area, including extreme temperatures, heavy rain, snow, and high winds.
- Display screens must be protected from malfunctions due to condensation and any local area weather conditions.
- Chargers must be equipped with cord retraction systems.
- The equipment must be operational at least ninety-seven percent (97%) of the standard operating hours of the charging facility for a period of five (5) years from commissioning.
- Charging equipment must be capable of supporting multiple point-of-sale methods, such as pay-per-use and subscription methods, including ability to accept a credit or debit card without incurring any additional fees. The charger may offer additional payment mechanisms, such as International Standards for Organization (ISO) 15118 Plug-and-Charge, a device which accepts radio-frequency identification (RFID) or smart cards, or payment through mobile apps. The point-of-sale and supporting network must use an open protocol to allow subscribers of other electric vehicle (EV) charging system networks to access the charging station.
- Contractor must provide customer service support that is accessible twenty-four (24) hours a day, seven (7) days a week via a toll-free telephone number, an email address clearly posted near the charging equipment, and through the online portal that is available to EV drivers accessing the charging equipment. The customer support service must be capable of providing services to address customer concerns at the charging station.

True Upside Consulting, LLC  
dba EVerged  
Exhibit B  
ITB #23-918-053 and Addendum #1

**County of El Dorado**  
**Chief Administrative Office**  
**Procurement and Contracts Division**  
on behalf of the

**Air Quality Management District**



**Invitation to Bid**  
**#23-918-053**

for

**Electric Vehicle Supply Equipment Replacement,  
Maintenance, Billing, and Customer Service**

**Submittal Deadline:**

**August 11, 2023, not later than 3:00:00 PM (Pacific)**

## Table of Contents

- I. Background
- II. Scope of Services
- III. Bid Content
- IV. Bid Submittal Instructions
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- X. Bid Evaluation
- XI. Award
- XII. Business License Requirement
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- XIV. Local Vendor Preference
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### Exhibits:

- "A" Sample Agreement for Services\***
- "B" EVSE Locations**
- "C" Local Vendor Preference Affidavit of Eligibility**
- "D" ITB Response Information and Certification**
- "E" Cost Proposal**

\*The attached Sample Agreement for Services is for reference only. Other terms and conditions may apply based on the types of services and funding involved.

- I. **Background:** The County of El Dorado (hereinafter referred to as County) is located in Northern California and is bordered by Sacramento, Placer, Amador and Alpine counties in California, and Douglas County, Nevada. The two (2) incorporated cities in the County are Placerville and South Lake Tahoe. The United States (US) Census estimates that, as of 2020, the population of the County is 194,940. The largest city in the County is South Lake Tahoe, a resort city located in the Sierra Nevada Mountains, with a reported US Census 2020 population of 22,487.

The County is soliciting sealed bids from highly qualified and experienced firms (hereinafter referred to as "Bidders") to provide for the removal and replacement of up to fifty-five (55) electric vehicle (EV) chargers at sixteen (16) County locations, and to provide maintenance, customer service, and the billing networking service that allows a fee to be charged, as required for the County's Air Quality Management District (AQMD).

Firms must have and demonstrate their experience in the removal and the replacement of EV chargers, establishing a multiple point of sale payment system, providing twenty-four (24) hours a day, seven (7) days a week customer service support to users, and affording maintenance services for the EV chargers after the replacement. The County will award one (1) agreement to the successful Bidder resulting from this competitive process to perform the removal and replacement of the EV chargers and to provide the maintenance, customer service, and billing networking service as described herein. This Invitation to Bid (ITB) includes a description of the evaluation and selection process, scope of services, bid requirements, and insurance requirements.

The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

The following schedule for this ITB process is listed below for reference purposes and is subject to change:

ITB Issuance	July 14, 2023
Deadline for Final Questions	July 28, 2023
Answers Posted on or About	August 4, 2023
Due Date for Submissions	August 11, 2023

In the event that it becomes necessary to revise any part of this ITB, written addenda will be issued and posted at:



<https://pbsystem.planetbids.com/portal/48157/portal-home> ("PlanetBids").

Any amendment to this ITB is valid only if in writing and issued by the Chief Administrative Office, Procurement and Contracts Division. Verbal conversations or agreements with any officer, agent, or employee of the County that modify any terms or obligations of this ITB are invalid.

All interpretations or corrections, as well as any additional ITB provisions that the County may decide to include, will be made only as an official addendum that will be posted to PlanetBids and it shall be the Bidder's responsibility to ensure they have received all addendums before submitting their bid. Any addendum issued by the County shall become part of the ITB and shall be incorporated into the bid.

County will not be bound by oral responses or inquires or written responses other than written addenda.

- II. **Scope of Services:** The successful Bidder will be required to enter into a five (5) year agreement for services with the County substantially similar in form to that attached hereto as Exhibit A - Sample Agreement for Services. Any reference in this ITB to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Bidder under the agreement. In the event of any conflict between a provision of this ITB and the provisions of the agreement attached as Exhibit A, the terms of the agreement shall govern.

This project seeks to replace the existing free for use EV chargers with chargers capable of collecting a fee to recover all or a portion of the electricity cost.

The replacement of the fifty-five (55) chargers will not be done all at once, but rather on an as-needed, as-requested basis beginning with the most heavily used chargers in the western part of the County, over the course of the resulting agreement. The successful Bidder will also be providing customer service, maintenance, and the billing networking service so that a fee for use can be charged.

At the request of County's AQMD, the successful Bidder shall:

- Remove and replace up to fifty-five (55) Clipper Creek brand level two (2) chargers, pedestals, and cord retraction systems with new replacement chargers, pedestals, and cord retraction systems at fifteen (15) County owned facilities and one (1) City of Placerville Park and Ride at the locations shown in Exhibit B – EVSE Locations.
- Return the old Clipper Creek chargers, pedestals, and cord retraction systems to AQMD.
- Program with a variable rate fee structure as determined by AQMD.

- Establish multiple point of sale payment systems.
- Provide twenty-four (24) hours a day seven (7) days a week customer service support to users/customers for up to five (5) years after replacement.
- Provide any needed maintenance for up to five (5) years after replacement.

**The following requirements apply to the charging equipment in the proposed project:**

- All public chargers must meet applicable requirements, including those of Senate Bill 454 (Corbett, Chapter 418, Statutes of 2013), the California Air Resources Board Electric Vehicle Supply Equipment (EVSE) Standards, and the California Department of Food and Agriculture Division of Measurement Standards.
- All chargers must be networked.
- A networked charger must include the following three (3) abilities.
  1. Have network connectivity with one (1) of the following:
    - IEEE 802.11n for high-bandwidth wireless networking, or
    - IEEE 802.3 for ethernet for local or wide area network applications.
  2. Be able to receive remote software updates, real-time protocol translation, encryption, and decryption, including:
    - Internet Protocol (IP) based processor which must support multiple protocols, and
    - Compliance with Transmission Control Protocol (TCP)/IP and IPv6.
  3. Be able to connect to a network's back-end software.
- The level two (2) connectors must be SAE standard J1772.
- The equipment must be able to withstand extreme weather conditions associated with the deployment area, including extreme temperatures, heavy rain, snow, and high winds.
- Display screens must be protected from malfunctions due to condensation and any local area weather conditions.
- Chargers must be equipped with cord retraction systems.
- The equipment must be operational at least ninety-seven percent (97%) of the standard operating hours of the charging facility for a period of five (5) years from commissioning. It will be the successful Bidder's responsibility to demonstrate this uptime requirement is met.

- Charging equipment must be capable of supporting multiple point-of-sale methods, such as pay-per-use and subscription methods, including ability to accept a credit or debit card without incurring any additional fees. The charger may offer additional payment mechanisms, such as ISO 15118 Plug-and-Charge, a device which accepts radio-frequency identification (RFID) or smart cards, or payment through mobile apps. The point-of-sale and supporting network must use an open protocol to allow subscribers of other EV charging system networks to access the charging station.
- The project must provide customer service support that is accessible twenty-four (24) hours a day, seven (7) days a week via a toll-free telephone number, an email address clearly posted near the charging equipment, and through the online portal that is available to EV drivers accessing the charging equipment. The customer support service must be capable of providing services to address customer concerns at the charging station.

### **General Requirements**

Contractors must be licensed with the California Contractors State License Board and possess a Class C10 - Electrical Contractor License.

**CONTRACTOR REGISTRATION:** No contractor or subcontractor may be listed on a bid for a public works project or awarded a contract for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Sections 1771.1(a), 1725.5. Bids will not be accepted from unregistered contractors except as provided in section 1771.1.

**PREVAILING WAGE REQUIREMENTS:** The services described herein are considered “public works” as defined by California Labor Code Section 1720 et seq. Any firm awarded a contract as the result of this ITB shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the resulting contract.

In accordance with the provisions of California Labor Code Sections 1770 et seq., the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the County in which the Work is to be done are also on file at the Air Quality Management District, and are available upon request.

In accordance with the provisions of Labor Code 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

- III. **Bid Content:** Bid responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations, or misrepresentations may be cause for rejection of the bid. Additional information may be provided, but should be succinct and relevant to the goals of this ITB. Excessive information will not be considered favorably. The response documents shall be 8-1/2 inches by 11 inches in size or shall be folded to that size. Unnecessarily elaborate responses, enclosures, and specialized binding are not desired, and may be construed as an indication of Bidder's lack of cost consciousness.

All bids shall contain the following elements, and in the order given:

- A. **Response Information and Certification:** Submit a completed and signed ITB Response Information and Certification form (included with this ITB as Exhibit D).
- B. **Qualifications of Staff:** A synopsis of each proposed team member's qualifications and experience with public or government projects of similar type and size as described in this ITB, including length of service with the firm. Include an organization chart of the proposed staff to be assigned to this project. Include a brief discussion of current project commitments made to other agencies and a table showing the percentage of time key staff members are available during the effective period of the resulting contract. For all subcontractors to be used, provide firm name, area of expertise, the names of individual staff assigned to this project, and their role on the team.
- C. **Experience of Firm:** A narrative of the firm's qualifying background and experience with public or government projects of similar type and size as described in this ITB.

Bidders shall also include the following:

- Number of years of experience removing and replacing existing EV chargers.
- Number of years of experience providing maintenance for new EV chargers.

- Number of years of experience providing billing network services for new EV chargers.
- Number of years of experience providing twenty-four (24) hours a day seven (7) days a week customer service support to users/customers for new EV chargers.
- Identify if your firm is currently involved in any merger, acquisition, organization restructuring, or other internal change that may impact your services. If your firm is not involved in any form of organizational restructuring, please provide a written statement to that effect.
- Please state whether your firm possesses all licenses, permits and approvals required by law and regulations to perform the scope of work described herein.

**D. Proposed Work Plan and Workload:** Bidders shall provide a narrative regarding the following items:

- Provide a work plan addressing the tasks identified in Section II of this ITB.
- Provide a brief narrative regarding the staff who would be assigned to each task (and their backup if they are temporarily unavailable), including any subcontractors. Bidders that plan on utilizing subcontractors shall provide a brief narrative to explain how the use of subcontractors will not negatively impact the Bidder's work plan and quality of service provided to the County.
- Provide thorough discussions of methodologies you believe are essential to this project, including 1) project constraints, 2) milestones, and 3) required approvals relating to the project, to ensure services are performed in a timely manner.
- Provide a narrative of firm's staffing size, current firm workload, and with consideration of the firm's current projects, confirm the firm's ability to perform the work as described herein.
- Provide a statement describing if the Bidder will directly provide the maintenance, billing network services, and customer service, or if those services will be contracted out to subcontractors. Provide a list of all subcontractors that will be used and what services they will provide.
- Provide the firm's response time to replace existing EV chargers
- Provide the brand, model, and specifications of the EV chargers that will be furnished. Include a statement how the equipment meets the requirements specified in Section II, including if the equipment will be operational at least ninety-seven percent (97%) of the standard operating hours of the charging facility for a period of five (5) years from commissioning.

- Provide a detailed description of the EV charger’s maintenance plan, and if the cost for the maintenance plan is included in the cost of the EV charger, or if additional costs would apply.
- Provide the warranty details for each EV charger. Specify if the warranty is included with the purchase of each EV charger, the length of the warranty, and the coverage for the equipment. If the warranty isn’t included with the purchase of each EV charger, specify the annual amount to purchase the warranty, and the coverages provided.

**E. References:** Bidders must provide a minimum of three (3) public sector or private sector client references, preferably county governments, municipalities, or service districts in California, organizations with whom you currently have contracts with and/or have previously had contracts with for the provision of services of similar type and scope within the last five (5) years. Each reference shall include company or organization name, contact person, title, telephone number, email address, length of business relationship, and summary of services performed. Verify that all reference information is current and accurate especially that of the contacts and contact information prior to submitting a response.

**F. Cost Proposal:** Bidders must complete Exhibit E – Cost Proposal. Bidders must bid 100% of all items listed on the exhibit to be considered for evaluation and award. Failure to do this will result in a firm’s response to be rejected as non-responsive.

**G. Exceptions:** List all exceptions to this ITB and related exhibits, if applicable.

**IV. Bid Submittal Instructions:**

**A.** Bidders are strongly encouraged to submit their bids online to assure a complete and timely response. To respond online firms must register with the County’s online bidding system, PlanetBids, at <https://pbsystem.planetbids.com/portal/48157/portal-home>. Bidders are cautioned that the timing of their online submission is based on when the submittal is RECEIVED by PlanetBids, not when a submittal is initiated by a Bidder. Online submittal transmissions can be delayed in an “Internet Traffic Jam” due to file transfer size, transmission speed, etc. For these reasons, the County recommends that Bidders allow sufficient time to upload their response and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be governed by the PlanetBids’ web clock, which does not allow submittals after the closing date and time. PlanetBids will send a confirmation email to the Bidder advising that their online submission (eBid) was submitted. If you do not receive a confirmation email you are advised to contact the PlanetBids

Support team by phone (818-992-1771 Monday through Friday between 7 a.m. and 5 p.m. Pacific, excluding statutory U.S. holidays) or by submitting a Support Ticket (visit: <https://home.planetbids.com/support> to complete and submit the ticket form).

- B. Bidders that decide to submit a hard-copy bid do so at their own risk. All hard-copy bids must include all of the same information required for online bids. Incomplete submissions will be rejected as non-responsive. Bidders shall submit one (1) original copy and one (1) electronic copy of your bid in PDF format on a flash/USB drive. All hard-copy submittals shall be submitted in a sealed envelope or container and clearly marked with “**ITB #23-918-053 – DO NOT OPEN**” on the outside of the parcel.
- C. It is the sole responsibility of the Bidder to ensure that the bid is received in the Procurement & Contracts Division prior to the ITB submittal deadline. All bids must be submitted not later than the date and time posted on PlanetBids. Hard-copy bids shall be submitted ONLY to:

County of El Dorado  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667

- D. The County shall not be responsible for bids delivered to a person or location other than specified herein. Hardcopy bids submitted to a location other than the above will not be considered duly delivered or timely. The County shall not be responsible for rerouting bids delivered to a person or location other than that specified above.
- E. Faxed or emailed bids will not be accepted.
- F. Late bids will not be accepted or considered.
- G. All bids, whether selected or rejected, shall become the property of the County and shall not be returned.
- H. The County reserves the right to waive minor defects and/or irregularities in bids, and shall be the sole judge of the materiality of any such defect or irregularity.
- I. All costs associated with bid preparation and submission, including any interviews conducted at the sole discretion of the County, shall be borne by the Bidder.
- J. All bids shall remain firm for one hundred twenty (120) days following the closing date for the receipt of the submittals.

V. **Bidders' Questions:**

- A. Questions regarding this ITB must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office, or using the PlanetBids website, and must be received no later than 5:00:00 p.m. (Pacific) on **July 28, 2023**.
- B. All emails must have "**ITB #23-918-053 – QUESTION**" as their subject, and all envelopes or containers must be clearly marked "**ITB #23-918-053 – QUESTION**" for convenience purposes. Emails, envelopes, and/or containers not clearly labeled may be overlooked and not responded to.
- C. Questions will **not** be accepted by telephone, facsimile (fax), or orally.
- D. The County reserves the right to decline a response to any question if, in County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.
- E. A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be posted to the PlanetBids website on or about **August 4, 2023**. Any addenda to this ITB is valid only if in writing and issued by the County Procurement and Contracts Division.
- F. All inquiries shall be submitted by email to: [tyler.prince@edcgov.us](mailto:tyler.prince@edcgov.us)  
or by U.S. Mail to:

County of El Dorado  
Procurement and Contracts  
330 Fair Lane  
Placerville, California 95667  
ITB #23-918-053 – Question

- G. Bidders are cautioned that they are not to rely upon any oral statements that they may have obtained. Bidders shall direct all inquiries to the contact above and shall not contact the requesting department directly regarding any matter related to this ITB. Information provided by persons other than Procurement and Contracts staff may be invalid and responses which are submitted in accordance with such information may be declared non-responsive.



**VI. Public Records Act:** Pursuant to the California Public Records Act ("CPRA"), the County may be required to produce records of this transaction, upon third party request, subject to various statutory exemptions. Please indicate what exemptions may apply to the information you submit (such as a 'proprietary information' exemption – refer to Section III for submittal instructions). Please note that designating information as "proprietary" does not guarantee non-disclosure.

In the event of a request for such information, the County will make best efforts to provide notice to Bidder prior to such disclosure. If Bidder contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in El Dorado County before the County's deadline for responding to the CPRA request. If Bidder fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. The County shall not in any way be liable or responsible for the disclosure of any such records.

Bidder further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Bidder.

**VII. Valid Offer:** Bids shall remain valid for one hundred twenty (120) days from the due date. The County reserves the right to negotiate with the successful Bidder any additional terms or conditions not contained in their bid which are in the best interest of the County or to otherwise revise the scope of this ITB. This ITB does not constitute a contract or an offer of employment.

**VIII. County's Rights:** The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any bid.
3. Not enter into any agreement.
4. Not select any Bidder.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one (1) contract if it is in the best interest of the County.
8. Interview Bidders prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the ITB documents or excuse the Bidder from full compliance with the contract requirements if the Bidder is awarded the contract.

- IX. **El Dorado County Website Requirements:** It is the Bidder's responsibility to monitor the PlanetBids website for possible addenda to this ITB to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with original ITB requirements and all required addenda. All available ITBs and related addenda can be found at:

<https://pbsystem.planetbids.com/portal/48157/portal-home>

Failure of Bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those Bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

- X. **Bid Evaluation:** This bid shall be evaluated using a combination of pricing offered and vendor qualifications. The award will be made on an all-or-none basis to the firm who County determines best meets all of the requirements in this bid and receives the highest number of points according to the scoring criteria:

**A. Cost Proposal – Maximum 60 points**

The bid with the lowest overall price for the items listed in Exhibit E will receive the maximum number of points, and the remaining bids will receive a proportionate value thereof.

**B. Ability to Comply with Requirements in Section II – Maximum 40 points**  
Points shall be awarded according to the following criteria:

**Section III Item C - Firm experience removing and replacing existing EV Chargers – Maximum – 5 points**

Scoring: 10+ years of experience = 5 points  
5-9 years of experience = 2.5 points  
1-4 years of experience = 1 points  
0-12 months of experience = .5 point

**Section III Item C - Firm experience providing maintenance for new EV Chargers – Maximum – 5 points**

Scoring: 10+ years of experience = 5 points  
5-9 years of experience = 2.5 points  
1-4 years of experience = 1 point  
0-12 months of experience = .5 point

**Section III Item C - Firm experience providing billing network services for new EV Chargers – Maximum – 5 points**

**Scoring:** 10+ years of experience = 5 points  
5-9 years of experience = 2.5 points  
1-4 years of experience = 1 point  
0-12 months of experience = .5 point

**Section III Item C - Firm experience providing 24 hours a day 7 days a week customer service support to users/customers for new EV Chargers – Maximum 5 points**

**Scoring:** 10+ years of experience = 5 points  
5-9 years of experience = 2.5 points  
1-4 years of experience = 1 point  
0-12 months of experience = .5 point

**Section III Item D - EV Charging Equipment – Maximum – 5 points**

**Scoring:** Equipment meets County specifications = 5 points  
Alternate equipment/specifications offered = 2.5 points  
Equipment doesn't meet County specifications = 0 point

**Section III Item D – Maintenance Plans – Maximum - 5 points**

**Scoring:** Maintenance plan meets County requirements = 5 points  
Alternative maintenance plan offered = 2.5 points  
Maintenance plan not offered = 0 points

**Section III Item D – Warranty – Maximum – 5 points**

**Scoring:** Warranty meets County requirements = 5 points  
Alternative warranty offered = 2.5 points  
Warranty not offered = 0 points

**Section III Item E - References – Maximum – 5 points**

**Scoring:** Three (3) public sector references submitted with bid = 5 points  
Less than three (3) public sector references or a combination of public and private sector references = 2.5 points  
No public sector references submitted with bid = 1 point  
No references submitted = 0 points

**XI. Award:**

- A.** The contract may be awarded to the lowest responsible and responsive Bidder complying with the provisions of the ITB. In determining whether a bid is lowest and responsive, and the Bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment, and experience; c) The

quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability, and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and customer service; h) Ability to establish multiple point of sale payment systems; i) Whether the Bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the Bidder's taxes or assessments are delinquent; and j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section XIV below).

- B.** The County reserves the right to make an award without further discussion of the bid with the Bidder. Therefore, the bid should be submitted initially on the most favorable terms that the firm or individual may propose.
- C.** The County reserves the right to award one or more contracts to the firms or individuals who, in the sole judgment of the County, present the most favorable response to this ITB pursuant to the evaluation criteria indicated above.
- D.** In the case of differences between written words and figures in a bid, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- E.** The County reserves the right to reject any and all bids, or to waive minor irregularities in said bids, or to negotiate minor deviations with the successful firm. The County shall be the sole judge of the materiality of any such defect or irregularity. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly.
- F.** The Procurement and Contracts Division does not mail out hard copy letters advising participating Bidders of ITB results. For ITB results, please visit the PlanetBids website at:

<https://pbsystem.planetbids.com/portal/48157/portal-home>

ITB results are also available at:

<https://www.edcgov.us/Government/Contracts/Pages/Bid-Results.aspx>

- G.** The results of this ITB will be posted on the PlanetBids and County websites listed in Section XI Item F above at the earliest possible opportunity in accordance with County policy. The timeline for posting ITB results may vary depending on the nature and complexity of the ITB.

- H. Response and selection of a bid will not necessarily result in the award of a contract with the County. The act of opening a submittal and selecting a Bidder does not constitute awarding of a contract. Contract award is by action of the Purchasing Agent or Board of Supervisors and is not in force until fully executed.
- I. Once contract negotiations are initiated, the County reserves the right to select the next ranked Bidder if for any reason a contract cannot be negotiated with the selected Bidder.

**XII. Business License Requirement:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of bid submittal. Selected Bidders may be required to possess a County business license to award contract.

**XIII. Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this ITB with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor. The County will not be a party to contracts with other public agencies.

**XIV. Local Vendor Preference:** In accordance with Board of Supervisor's Policy C-17 section 2.10, a local vendor preference credit of five percent (5%) up to a maximum credit of \$5,000 for El Dorado County businesses shall be applied when evaluating bids for goods or services.

In order to qualify for the local preference authorized by this section, the vendor seeking such preference shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this section. The statement shall be on Exhibit C – Local Vendor Preference Affidavit of Eligibility, and shall be signed under penalty of perjury. Any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference may be prohibited from bidding on El Dorado County products and services for a period of one (1) year from the date of the false submittal. Bidder claiming local vendor preference must submit the affidavit of eligibility with their bid.

Where state sales tax will be paid for the purchase, the local business must possess a valid resale license from the State Board of Equalization showing evidence of a local business address within El Dorado County. If the local business has more than one office in the State of California, the office located in El Dorado County shall be the point of sale credit for the purpose of sales tax calculation.

**XV. Federal, State, and Local Laws:** It is the responsibility of the awarded Bidder to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next responsive, Bidder.

**XVI. Protest Procedure:** Notice of Intent to award will be published on the County's website:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

Bidders have ten (10) business days from the date of the posting to submit a letter of protest to the Purchasing Agent. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, criteria).



# The County of El Dorado

Chief Administrative Office

Tiffany Schmid, Chief Administrative Officer

Procurement & Contracts Division

Phone (530)621-6438

**DATE:** August 7, 2023

**TO:** All Prospective Bidders

**SUBJECT:** Addendum No. 1

Invitation to Bid (ITB) #23-918-053

Electric Vehicle Supply Equipment Replacement, Maintenance, Billing, and Customer Service

**BIDS DUE:** 3:00 PM (Pacific Time), August 18, 2023

Submit Bids for this work with the understanding and full consideration of this Addendum No. 1. The revisions declared in this Addendum are essential parts of the ITB.

## ITEM I – Revisions to the ITB

ITEM NO.	SECTION, TITLE, AND/OR PAGE NO.	DESCRIPTION OF CHANGE								
1.01	Title Page	Bidders are advised that the Title Page is hereby amended to change the submittal deadline to: <b>August 18, 2023, not later than 3:00:00 PM (Pacific)</b>								
1.02	Section 1.0 Background, Page 1	Bidders are advised that the ITB schedule at the bottom of page 1 is hereby replaced in its entirety with the following: <table border="1"><tbody><tr><td>ITB Issuance</td><td>July 14, 2023</td></tr><tr><td>Deadline for Final Questions</td><td>July 28, 2023</td></tr><tr><td>Answers Posted on or About</td><td>August 4, 2023</td></tr><tr><td>Due Date for Submissions</td><td>August 18, 2023</td></tr></tbody></table>	ITB Issuance	July 14, 2023	Deadline for Final Questions	July 28, 2023	Answers Posted on or About	August 4, 2023	Due Date for Submissions	August 18, 2023
ITB Issuance	July 14, 2023									
Deadline for Final Questions	July 28, 2023									
Answers Posted on or About	August 4, 2023									
Due Date for Submissions	August 18, 2023									

## **ITEM II – Questions / Answers**

**Question 1:** Upon notice to install, will we have access to the panel to shut off the power?

**Answer 1:** Yes

**Question 2:** Do all of the existing chargers use the Clipper Creek pedestals as described in the attached pdf document (Please refer to the attached supporting document to answer this question)?

**Answer 2:** No. All are as described in the attached Clipper Creek pdf except: 1) the chargers at Western El Dorado County (EDC) location #14 (Georgetown Library) are mounted on wood posts attached to the building, 2) the pedestals at Western EDC location #1 (El Dorado Hills Park and Ride) are mounted on older Clipper Creek pedestals, model unknown, 3) the pedestals Western EDC location #13 (Placerville Park and Ride) are mounted on older Clipper Creek pedestals, model unknown, 4) the charger at Western EDC location #8 (Veterans Hall) is wall mounted, and 5) one of the chargers Western EDC location #11 (EDC Government offices – Building C) is mounted on an older Clipper Creek pedestal, model unknown.

**Question 3:** Can the city comment on the California Air Resources Board (CARB) Europay, Mastercard, and Visa (EMV) chip regulation going into effect on July 1 2023. Ultimately do each of the chargers need to have a card reader?

**Answer 3:** Each of the chargers will need to have a card reader. The installed equipment shall comply with all sections Chapter 8, Division 3, Title 13, California Code of Regulations including section 2306.2.

**Question 4:** Is the county able to provide information on the following? This would assist our team in developing the most highly accurate cost bid for the County.

- Parking map for each site, including position of existing chargers
- Indication of electrical panel on parking map and photo of electrical panel
- Pictures of meter on-site
- Single line diagram for each site
- Panel schedule for each site
- Indication as to whether stations are currently live and operational

**Answer 4:** Not at this time.

**Question 5:** Can you tell me more about the equipment you are replacing, and whether you are looking for same level equipment to just swap units out or are looking to upgrade some of the infrastructure as well.

**Answers 5:** We are looking for the same level of equipment.



**Question 6:** Please elaborate on the Variable rate fee structure requirements as determined by Air Quality Management District (AQMD). Do you currently have a rate structure in place for public electric vehicle (EV) chargers? if not, what is expected?

**Answer 6:** The current chargers are free for use. A rate structure is not in place, nor has the future rate structure yet been determined.

**Question 7:** Is Open Charge Point Interface (OCPI) or roaming service mandatory for networking with chargers?

**Answer 7:** Yes, Open Charge Point Interface protocol as required by Title 13 CCR Section 2360.3.

**Question 8:** What are the current power ratings of existing chargers? Please provide details, and if not possible please provide list of existing clipper creek model numbers.

**Answer 8:** The existing chargers and power ratings are listed in Exhibit B of the ITB.

**Question 9:** As part of this project, are you expecting to replace existing chargers with higher capacity chargers, as a result of which electrical design, engineering, permitting and approval, as well as upgraded wiring, breaker, panel, and transformer, may be required?

**Answer 9:** No.

**Question 10:** As part of charger replacement, are you expecting additional construction work such as new concrete, bollards, parking lot striping, EV charger signage, etc.?

**Answer 10:** No.

**Question 11:** Is this project a revenue sharing model, or the county is interested to be the sole owner of both the hardware and point of sales?

**Answer 11:** Sole ownership.

**Question 12:** Does the County plan on having different rate fees for different chargers depending on location or will the rate fee structure be same for all chargers owned by the County?

**Answer 12:** The fee rate structure will be the same for all chargers owned by the County.

**Question 13:** For the configuration of rates, does the County plan on creating a fixed flat rate per units/kWh or will you be incorporating the Time of Use rate from your Utility?

**Answer 13:** The future rate structure has not been determined.

**Question 14:** Does the County need to enable free charging for these chargers for certain employees or will these chargers now require payment to initiate charging regardless of employee or public charging? (e.g. if free charging, RFID will be provided to allow free charging)

**Answer 14:** Free charging will be necessary for County owned plug in vehicles.

**Question 15:** Since the County wants to collect payment for these chargers, does the County already have a payment processor Vendor that they are currently contracted with or do they want Proposer to propose the Payment Vendor as well?

**Answer 15:** The County does not currently contract with a payment processor for electric vehicle supply equipment (EVSE). Bids should include a payment vendor as necessary.

**Question 16:** Is the County looking for any integration back to their County system for the charging session or payment fees collected for each charging transaction?

**Answer 16:** No.

**Question 17:** Will the county provide the wifi or ethernet network connection to the charger? If not, is Cell connection acceptable?

**Answer 17:** Most of the locations do not have accessible wifi. Cell connection is acceptable.

**Question 18:** What power is available at the charger? How many amps? What breaker is in line with the charger? What is the maximum current/breaker for the panel?

**Answer 18:** Power availability should be assumed to be as listed on Exhibit B of the ITB.

**Question 19:** Can any of the current units easily be replaced with dual-port units or do you anticipate all of the new units will be single-port?

**Answer 19:** Yes. All of the units at Western EDC locations 1, 2, 3, 4, 6, 10, 12 and Eastern EDC location #1 (EDC Offices) are dual pedestal mounts, two chargers on one pedestal. Two chargers at Western EDC location #5 are also on a dual pedestal. Four chargers at EDC location #7 (EDC Sheriff's Office) are on dual pedestals. Ten chargers at Western EDC location #9 (EDC Government Offices Bldg A/B) are on dual pedestals. All of those that are on dual pedestals could be replaced with dual-port units, if each of the units is on a separate breaker. The remaining chargers are each on a single pedestal.

**Question 20:** Is the county planning on claiming the low carbon fuel standard (LCFS) credits?

**Answer 20:** Yes.

ITB #23-918-053

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Addendum #1

**Question 21:** Does the respondent have to have a C-10 license if the installation subcontractor has a C-10?

**Answer 21:** The prime contractor isn't required to have a C10 – Electrical Contractor License if their subcontractor has a C10 – Electrical Contractor License.

**Question 22:** Understanding that not all units will be replaced at once, how many are anticipated right away, how many in the first year, and how long for the remainder?

**Answer 22:** It is anticipated that the 19 units at Western EDC locations 1, 2, 3, 11 and 13 and Eastern EDC locations 1 and 2 will be replaced right away, the 17 units at Western EDC locations 4, 5, 6, 7 and 8 will be replaced during the first year and the remaining 19 units at locations 9,10, 12 and 14 will be replaced the second year.

**Question 23:** Do you have a preferred EV charging hardware provider?

**Answer 23:** No.

**Question 24:** Do you have a preferred EV charging software provider?

**Answer 24:** No.

**Question 25:** What type is preferred - single or dual type chargers?

**Answer 25:** No preference.

**Question 26:** What size of EV charger is required? Based the SAE standard J1772, 7kW to 19.2kW?

**Answer 26:** Chargers should be the same power ratings as the existing chargers listed in Exhibit B of the ITB. J1772.

**Question 27:** Are you looking to own or lease the chargers?

**Answer 27:** Own.

**Question 28:** What signage/branding/marketing is required for the EV chargers?

**Answer 28:** AQMD will provide and install signage. Marketing is not required.

**Question 29:** Are you open to a charger that is branded by the energy provider?

**Answer 29:** Yes.

**Question 30:** Does the addition of future charging need to be taken into consideration for pricing purposes? If so, what are anticipated future charging needs?

**Answer 30:** No.

**Question 31:** How many sites use the existing buildings electrical service/meter for the current EV chargers vs. how many have a dedicated separately metered services for the current EV chargers?

**Answer 31:** The exact numbers are unknown at this time. Some sites have dedicated meters and panels, most do not.

**Question 32:** Are there any federal tax credits or local incentives that can be considered?

**Answer 32:** No.

**Question 33:** Can the maintenance services be offered by the station manufacturer rather than the bidder?

**Answer 33:** Yes, however the bid must include maintenance services.

**Question 34:** Expected award announcement date?

**Answer 34:** On or about August 16, 2023.

**Question 35:** Will the locations, El Dorado Hills Park & Ride, and Placerville Park & Ride, electrical service be upgraded from 25Amp/30Amp to 40 Amps?

**Answer 35:** No.

**Question 36:** For locations that have multiple chargers, are the conduits sized to support dual-port chargers (2 sets of power wires to 1 charger location)?

**Answer 36:** Yes.

Except as herein amended, all other parts and sections of ITB #23-918-053 shall remain unchanged and in full force and effect.

The Chief Administrative Office, Procurement & Contracts Division is only distributing this Addendum by posting on the PlanetBids website at: <https://pbsystem.planetbids.com/portal/48157/portal-home>.

**END OF ADDENDUM NO. 1**

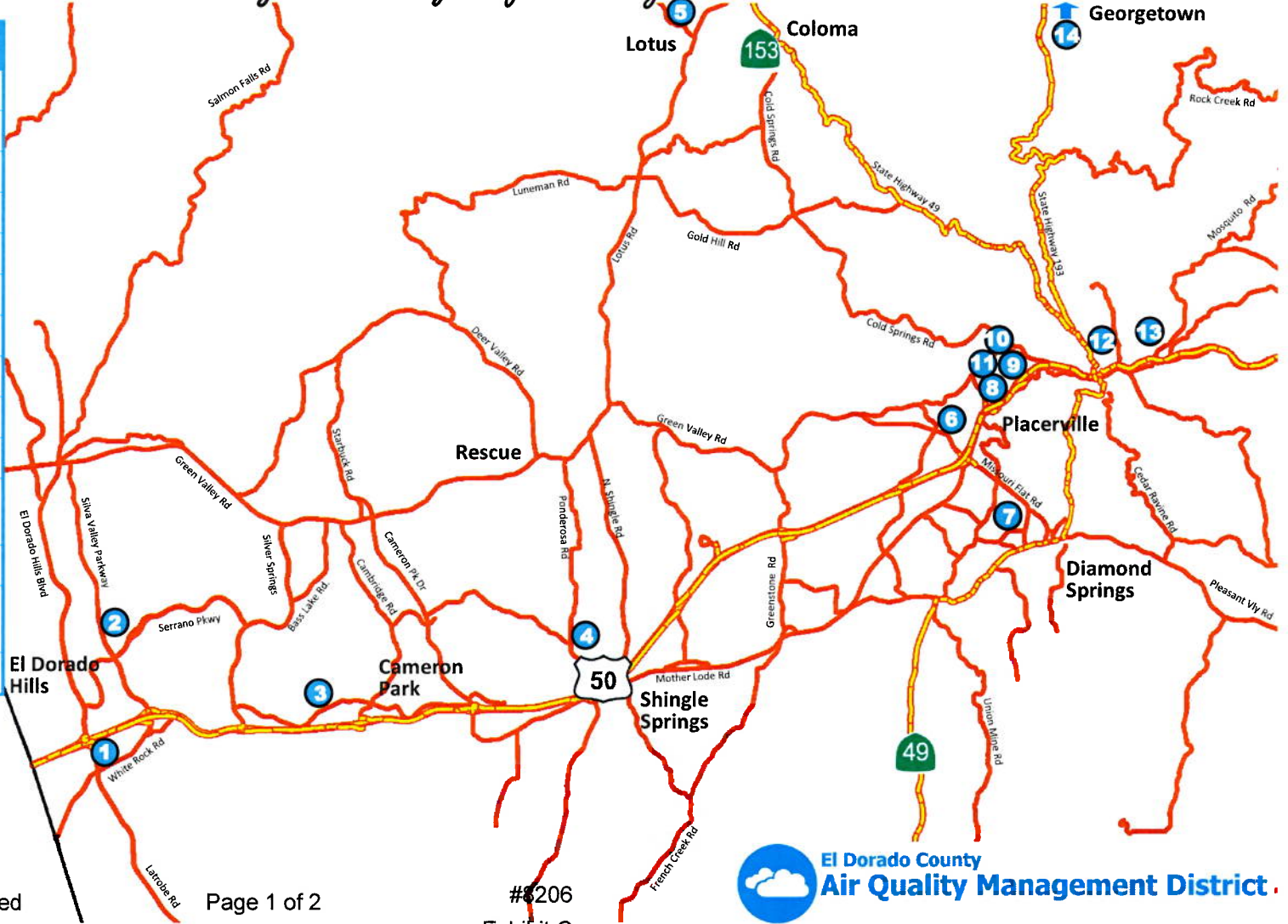
  
Laura Schwartz (Aug 7, 2023 11:08 PDT)

Approved by:  
Laura Schwartz  
Chief Administrative Office  
Deputy Chief Administrative Officer

True Upside Consulting, LLC doing business as EVerged  
 Exhibit C - EVSE Locations

*Western El Dorado County – EV Chargers from County Line to Placerville Area*

Location	Address	Number & Type
1	El Dorado Hills Park & Ride 4640 Post St. El Dorado Hills	(2) Clipper Creek LCS25 25A max, 20A continuous
2	El Dorado Hills Library 7455 Silva Valley Pkwy El Dorado Hills	(4) Clipper Creek HCS40 40A max 32A continuous
3	Cameron Park Library 2500 Country Club Dr. Cameron Park	(2) Clipper Creek HCS40 40A max 32A continuous
4	El Dorado County CSS 3883 Ponderosa Rd. Shingle Springs	(4) Clipper Creek HCS40 40A max 32A continuous
5	Henningson Lotus Park 950 Lotus Rd, Lotus	(3) Clipper Creek HCS40 40A max 32A continuous
6	El Dorado County DOT 2441 Headington Rd. Placerville	(4) Clipper Creek HCS40 40A max 32A continuous
7	EDC Sheriff's Office 200 Industrial Dr. Diamond Springs	(5) Clipper Creek HCS40 40A max 32A continuous
8	EDC Veteran's Hall 130 Placerville Dr. Placerville	(1) Clipper Creek HCS40 40A max 32A continuous
9	EDC Government Offices - Bldg A/B 360 Fair Lane Placerville	(11) Clipper Creek HCS40 40A max 32A continuous
10	EDC Placerville Library 345 Fair Lane Placerville	(4) Clipper Creek HCS40 40A max 32A continuous
11	EDC Government Offices - Bldg C 2850 Fairlane Ct. Placerville	(2) Clipper Creek HCS40 40A max 32A continuous (1) DS100 32A continuous
12	EDC Public Health/ Senior Center 937 Spring St. Placerville	(2) Clipper Creek HCS40 40A max 32A continuous
13	Placerville Park & Ride 2966 Mosquito Rd. Placerville	(2) Clipper Creek DS100 30A Max (1) Paddle charger 30A max
14	Georgetown Library 6680 Orleans St. Georgetown	(2) Clipper Creek HCS40 40A max 32A continuous



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# Eastern El Dorado County (Tahoe Basin) – EV Chargers

Location	Address	Number & Type
1	El Dorado County Offices 1360 Johnson Blvd. South Lake Tahoe	(4) Clipper Creek HCS40 40A max 32A continuous
2	South Lake Tahoe Library 1000 Rufus Allen Blvd. South Lake Tahoe	(1) Clipper Creek HCS40 40A max 32A continuous



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True Upside Consulting, LLC dba EVERGED

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ALPINE COUNTY

**True Upside Consulting, LLC**

doing business as

**EVerged**

**Exhibit D**

**Rate Schedule**

Total labor cost (per electric vehicle [EV] charger) for removal and replacement of each existing EV charger	\$977.00
Total labor cost (per EV charger) for the maintenance of each EV charger for five (5) years after replacement	\$177.00
Unit price for each individual EV charger (new, excludes sales tax)	\$977.00
Unit price for each individual pedestal (new, excluding sales tax)	\$577.00
Unit price for each individual cord retraction system (new, excluding sales tax)	\$397.00
Monthly cost (per EV charger) to provide the billing network service for five (5) years after replacement of the EV charger	No Monthly Charges
Monthly cost (per EV charger) to provide twenty-four (24) hours a day, seven (7) days a week customer service for the EV charger	Included in Warranty Costs
Annual cost for the warranty for each individual EV charger for the five (5) year term	\$237.00 per year \$1,185 for five years
<b>Grand Total</b> for each EV charger (includes five [5] year warranty)	<b>\$4,290.00</b>





**True Upside Consulting, LLC**  
doing business as  
**EVERged**

**Exhibit F**

**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

02/08/2024  
Date  
True Upside Consulting, LLC  
Type or write name of company

Jefferson W. Smith  
Jefferson W. Smith (Feb 8, 2024 09:46 MST)  
Signature of authorized individual  
Jefferson W. Smith  
Type or write name of authorized individual