

CITY OF HERMOSA BEACH CONTRACT

DOCUMENTS AND SPECIFICATIONS FOR

CIP 617 - CIVIC CENTER CHARGING STATIONS

Submitted by

**TURNON
GREEN**

February 13, 2023



February 10, 2023

Respectfully prepared for the **City of Hermosa Beach**

DOCUMENTS AND SPECIFICATIONS FOR CIP 617
CIVIC CENTER CHARGING STATIONS

TurnOnGreen (TOG) and subsidiary, Digital Power Inc., an advanced power electronics company founded in 1969, leverages 50+ years of technology expertise to provide scalable power solutions to Fortune 500 companies across the globe. TOG is committed to building a robust Electric Vehicle charging infrastructure throughout the United States and Canada. Headquartered in Milpitas, CA with satellite offices in Los Angeles, Santa Barbara and Orange County, TOG works across North America to provide custom power solutions and Electric Vehicle charging solutions to commercial retail, hospitality, fleet, and residential customers.

TOG is the preferred EV charging partner of Best Western Hotels and Resorts North America, IHG Hotels and Resorts and the EV charging provider for AVIS Budget PA. TOG designs and manufactures level 2 residential EV charging stations and a series of 120kW-180kW DC fast chargers. TOG is one of the North American distribution partners of Phihong (ZeroVA) and a North American Partner with EV Charging Network provider, ChargeLab. TOG has a growing EV charging footprint throughout North America, providing EV charging solutions to EV drivers and property owners that are reliable, easy to activate, operate and maintain.

We are currently working with the City of Boulder City, NV to expand community-based EV charging services to residents and City employees. TOG has developed level 2 charging hubs at Best Western properties, Hilton Locations and other boutique hotels throughout the United States. TOG has built the first DC Fast Charging Hub at the Harrisburg International Airport for Avis Budget PA, and built a network of Fleet Charging solutions for select Avis Alaska locations.

TOG works with a network of preferred installation partners throughout North America. In Los Angeles County, TOG works with Paseki Strategies Corporation to provide turn-key EV charging installation services. Paseki has a long track record of success in the industry across Southern California. Paseki is Minority Business Enterprise (MSE) and Native American Owned and Operated, Local Small Business Certified (LSBE) in Los Angeles County energy efficiency firm and electrical contractor operating in the energy space.

Thank you for your consideration with our proposal and we would welcome the opportunity to be your valued Electric Vehicle Charging Station partner for this exciting project with the City of Hermosa Beach. We look forward to hearing from you!

Best regards,

A handwritten signature in black ink, appearing to read "Amos Kohn", written over a horizontal line.

Amos Kohn, CEO
TurnOnGreen, Inc.

IV. BID DOCUMENTS

A. PROPOSAL

CIP 617 - CIVIC CENTER CHARGING STATIONS

CONTRACTOR: Turnongreen, Inc. February 10, 2023

TO: City of Hermosa Beach
Honorable Mayor and Members of the City Council City Hall
Hermosa Beach, California, 90254

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

CIP 617 - CIVIC CENTER CHARGING STATIONS

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021 and Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the Department of Industrial Relations.

Bid items costs shall include but not limited to mobilization, Bonds, Insurance, labor, equipment, materials, overhead, and profit, any and all other indirect costs shall be considered full compensation for each bid item.

All work shall be completed within (10) working days from the date the notice to proceed is issued by the Engineer.



Contractor Signature

1001010498

PWCR Registration Number

APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 02/07/2023 06/30/2024

Contractor Information

Contractor Name: TurnOnGreen Inc.

Trade Name: Digital Power Corporation

License Type Number: PW-LR-1001010498

Contractor Physical Address

Contractor Name: TurnOnGreen Inc.

Trade Name: TurnOnGreen Inc.

License Type Number: PW-LR-1001010498

Contractor Physical Address

Physical Business Country: United States of America

Physical Business Address: 1421 McCarthy Boulevard

Physical Business City/ Milpitas
Province:

Physical Business State: CA

Physical Business Postal 95035
Code:

Contractor Mailing Address

Mailing Country: United States of America

Mailing Address: 1421 McCarthy Boulevard

Mailing City /Province: Milpitas

Mailing State: CA

Mailing Postal Code: 95035

Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: swang@turnongreen.com

Applicant's Email: swang@turnongreen.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier: The Hartford
Policyholder Name: TurnOnGreen Inc.
Policy Number: 83 WE AE1GG3

Inception Date: 10/02/2021
Expiration Date: October 2, 2023

Certification

- Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award
- Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.
- I understand refunds are not authorized

I, shan Wang, the undersigned, am , TurnOnGreen Inc. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 1:28 PM

Legal Entity Information

Legal Entity Type: Corporation

Name: TurnOnGreen Inc.

Prepared For:

Douglas Krauss
310-750-3603

Company

Douglas Krauss
City of Hermosa Beach
1315 Valley Dr.
Hermosa Beach CA 90254
United States

Customer Ref:

Sales Rep: Martin Mitchell

TurnOnGreen is pleased to submit the following proposal for your consideration. This quote may be subject to sales tax.

TOG Part Number	Model No	Description	Quantity	Units	Unit Price	Total	Curr
CPEVAC-7KW-J17-G	EVP700-G	32Amp L2 Charger with RFID, LAN/G4, OCPP, Single J1772 Plug	20	ea	\$806.40	\$16,128.00	\$USD
CEVAC-PED-T-DUO-B	PED-DUO-BLK	Triangle Pedestal for Dual EV700/ EVP700 - Black	8	ea	\$497.00	\$3,976.00	\$USD
CEVAC-PED-R-ONE-B	PED-ONE-BLK	Rectangle Pedestal for EV700/EVP700 - Black	4	ea	\$476.00	\$1,904.00	\$USD
TOG-FLT-NTWK-ANNUAL-24		Annual Fleet Network Subscription Services - 1 to 24 Ports	5	yr	\$1,200.00	\$6,000.00	\$USD
TOG-FLT-O&M-ANNUAL 11-24		Annual Fleet Operations and Maintenance Services 11-24 Ports	5	yr	\$800.00	\$4,000.00	\$USD
Extended Warranty		2-Year Extended Warranty	20	Yr	\$60.00	\$1,200.00	\$USD
FREIGHT		Cost of freight	1	ea	\$700.00	\$700.00	\$USD

TurnOnGreen
SCE ChargeReady Registration Number: REG-555712

Distribution discount applied to EV charger and extended warranty.

- 5-year Full O&M Package (networking, operations, management, and warranty)
- 5-year Extended Warranty Included
- 24/7 Customer Support
- 48 Hour On-Site Response Time

Subtotal	\$33,908.00
Tax	\$2,090.76
Total	\$35,998.76



Prepared For:

Douglas Krauss
dkrauss@hermosabeach.gov

Company

Douglas Krauss
City of Hermosa Beach
1315 Valley Dr.
Hermosa Beach CA 90254
United States

Customer Ref:

Sales Rep: M.M.

TurnOnGreen is pleased to submit the following proposal for your consideration. This quote may be subject to sales tax.

TOG Part Number	Model No	Description	Quantity	Units	U n i t Price	Total	Curr
Installation Service & Permitting		Installation Service & Permitting	1	EA	\$29,734.00	\$29,734.00	\$USD

-Install and commission (8) dual pedestal mounted, (4) Single pedestal level 2 chargers, and if needed all the necessary electrical and civil infrastructure.
-Pull wire and configure (10) circuits for load sharing on 40 amp breakers. Assumptions based on site visit:
-SCE will complete "Make ready", which includes but not limited to (Trenching, appropriate sized conduit stub-up, concrete pad for chargers, load center installation, etc).
-Site will have 400 amp panelboard ready for wire termination
-ADA requirements are met and will not require parking lot modifications.
-New EV parking will be within 150ft from load center

*Change order will be requested if "Make Ready" portion is not complete and TOG needs to complete said portion.
*Electrical engineering will be required and may require different equipment sizing or additions, which will change price.

Level 2 Pedestal Install - single With Cable management
Commission New charger
Existing Panel 120/240VAC prep for new chargers
Dual chargers Material: wire and accessories Single Charger
150ft or Less Material: wire and accessories
wire installation labor Coordination/admin/Mobilization/
Overhead

Provisioning and activation of Level 2 units and associated RFID cards.

Subtotal	\$29,734.00
Tax	\$0.00
Total	\$29,734.00



B. BIDDING SCHEDULE

CIP 617 - CIVIC CENTER CHARGING STATIONS

Item No.	Estimated Quantity	Unit	Description of Work	Unit Price	Total
1	8	EA	Dual Port Level 2 EV Charger and all necessary hardware	\$ ***	\$ *****
2	4	EA	Single Port Level 2 EV Charger and all necessary hardware	\$ ***	\$ *****
3	-	LS	Five-year operations and maintenance service plan for all chargers	-----	\$ *****
4	-	LS	Networking Software and Operation for all chargers	-----	\$ *****
			Total (including installation)	-----	\$ 65,732.76

*** See Complete Detailed Quote on Page 6 and Page 7 ***

TOTAL BASE BID (IN WORDS): Sixty Five Thousand Seven Hundred Thirty Two Dollars & Seventy Six Cents

Note: The Project Contract will be awarded to the lowest responsible bidder, based on the lowest base bid amount.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of
\$5,800.00 Dollars,

said amount being not less than 10 percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

CONTRACTOR: Turnongreen, Inc. 

CONTRACTOR'S STATE LICENSE NUMBER: PW-LR-1001010498

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Turnongreen, Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of Hermosa Beach, California, a Municipal Corporation, for the performance of certain work as required in the City of Hermosa Beach **CIP 617 CIVIC CENTER CHARGING STATIONS** said work being: **CIP 617 - CIVIC CENTER CHARGING STATIONS** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and _____ Turnongreen, Inc.
_____ a corporation organized and existing under the laws of the State
of _____ Nevada _____ duly authorized to transact business under the laws of the State of California
as Surety, are held and firmly bound unto the City of Hermosa Beach, as Obligee, in the sum of
_____ \$5,800.00 _____ Dollars (\$ _____ \$5,800.00 _____) lawful money of the United
States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of
which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Hermosa Beach in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 11
day of February, 2023.

Principal Principal
By Amos Kohn
Title Chief Executive Officer

Surety

By _____

Title

TurnOnGreen1635 S Main Street
Milpitas, CA 95035
(510) 657-2635

Wells Fargo Bank, N.A.



102

11-4288/1210

2/13/2023

PAY

TO THE
ORDER OF

City of Hermosa Beach

\$ **5,800.00

DOLLARS

Five thousand eight hundred and 00/100*****

City of Hermosa Beach
1315 Valley Dr.
Hermosa Beach CA 90254
United States

AUTHORIZED SIGNATURE

MEMO

⑈000102⑈ ⑆121042882⑆ 9367968469⑈



Security features. Details on back.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

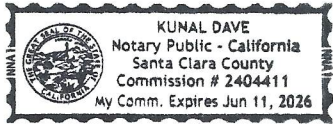
STATE OF CALIFORNIA

COUNTY OF San Diego

On 2/11/2023rd, 2023, before me, Kunal Dave, Notary Public, personally appeared Amos Kohn, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Signature of Notary Public

WITNESS my hand and official seal.

Kunal Dine

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual

" Corporate Officer Amos Kohn

Chief Executive Officer

Title(s)

- .. Partner(s)

..

Limited

..

General

Attorney-In-Fact

.. Trustee(s)

“ Guardian/Conservator

“ Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

City of Hermosa Beach CIP617

Civic Center Charging Stations

Title or Type of Document

83

Number of Pages

February 2023

Date of Document

Signer(s) Other Than Named Above

D. BIDDER'S ASSURANCE

CIP 617 - CIVIC CENTER CHARGING STATIONS

FROM:

Name of Bidder: Turnongreen, Inc.
Business Address: 1421 McCarthy Ave.
Milpits, CA 95035
Telephone No: 510-657-2635

TO:

Members of the City Council
c/o City Hall
City of Hermosa Beach, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for: **CIP 617 - CIVIC CENTER CHARGING STATIONS**

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY: Amos Kohn  TITLE: Chief Executive Officer

E. BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.
7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.
8. The undersigned bidder stated under penalty of perjury that the representations made in

submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Turnongreen, Inc.

Contractor's Business Name

1421 McCarthy Ave.

Business Address: Street

Milpits CA 95035

City State Zip

510-657-2635

Business Phone Number

Name

Title

City

State

Zip



Contractor Signature

Chief Executive Officer

Title

Amos Kohn

By

Title

PW-LR-1001010498

Contractor's License No. and Classification

February February 10, 2023

Date

Residence: Street

Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

CIP 617 - CIVIC CENTER CHARGING STATIONS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM Turnongreen, Inc.

TITLE OF PERSON SIGNING Chief Executive Officer

SIGNATURE 


DATE February 10, 2023

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

G. CERTIFICATION OF PRINCIPAL

CIP 617 - CIVIC CENTER CHARGING STATIONS

I am aware of the provisions of Section 3700 of the Labor Code 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 Contract. (Section 1861, Labor Code.)

Signature: 

Name: Amos Kohn

Title: Chief Executive Officer

Name of Company: Turnongreen, Inc.


H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

CIP 617 - CIVIC CENTER CHARGING STATIONS

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:
“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”
“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”
4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10 day of _____
February, at Milpitas, CA (*place of execution*), California.

Signature: 
Name: Amos Kohn
Title: Chief Executive Officer
Name of Company: Turnongreen, Inc.

I. NON-COLLUSION DECLARATION

CIP 617 - CIVIC CENTER CHARGING STATIONS

The undersigned declares:

I am the Chief Executive Officer of Turnongreen, Inc., the party making the foregoing Bid.

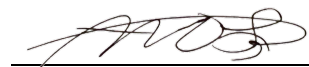
The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/10/23 [date], at Milpitas [city], CA [state].

Turnongreen, Inc.

NAME OF BIDDER



SIGNATURE OF BIDDER

1421 McCarthy Ave.

ADDRESS OF BIDDER

<u>Milpitas</u>	<u>CA</u>	<u>95035</u>
CITY	STATE	ZIP

J. REFERENCES OF WORK

CIP 617 - CIVIC CENTER CHARGING STATIONS

Date: February 10, 2023

The following are the names, addresses and phone numbers/ email addresses for three projects for which Bidder has performed similar work **within the past three years.**

All contact information must be current.

1.

<u>Avis Budget - Harrisburg PA International Airport</u>		
Name and address of Project		
Name and Telephone No. of Project Manager		<u>Tom Troxell tom@avisbudgetpa.com</u>
<u>\$150,000</u>	<u>DCFC Level 3 Charging Stations</u>	<u>January 2023</u>
Contract Amount	Type of Work	Date Completed

2.

<u>Beverly Glen Market Centre - 251 Beverly Glen Circle at N Beverly Glen Blvd Los Angeles, CA</u>		
Name and address of Project		
Name and Telephone No. of Project Manager		<u>Cassandra Evans cevans_managment@yahoo.com</u>
<u>\$30,000</u>	<u>Level 2 Charging Stations</u>	<u>July 2022</u>
Contract Amount	Type of Work	Date Completed

3.

<u>Alisal Ranch - 1054 Alisal Road Solvang, CA</u>		
Name and address of Project		
Name and Telephone No. of Project Manager		<u>Dave Park dpark@alisal.com</u>
<u>\$10,000</u>	<u>LLevel 2 Charging Stations</u>	<u>February 2022</u>
Contract Amount	Type of Work	Date Completed

For additional References, please add separate sheets

K. SUBCONTRACTORS LIST

CIP 617 - CIVIC CENTER CHARGING STATIONS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each bidder shall set forth below: (a) the name and location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Sub-Contractors Name: Paseki Strategies Corporation	Address: 1019 Second Street, San Fernando, CA 91340
Description of Work: Electrical Contractor - Engineering, procurement, construction, installation, commissioning, permitting.	
CSLB Contractor License No. 1056623	DIR Registration No. 1000368813
Phone No. 818-403-6956	Dollar Amount of Work & % of Work Approximately \$8,920 / 15% of total work

Sub-Contractors Name: Macano Tech, LLC	Address: 10415 Bichester Ct., Bakersfield, CA 93311
Description of Work: Electrical Contractor - Engineering, procurement, construction, installation, commissioning, permitting.	
CSLB Contractor License No. 1091732	DIR Registration No.
Phone No. 713-614-2205	Dollar Amount of Work & % of Work Approximately \$20,820 / 30% of total work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Percent of work to be performed by sub-contractors: 45% %
 (Note: 50% of work is required to be performed by general contractor)
 For additional Sub-Contractors, please add separate sheet

L. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

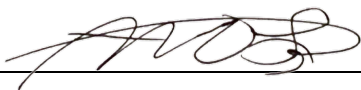
☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: 

Printed Name: Amos Kohn

Title: Chief Executive Officer

Firm Name: Turnongreen, Inc.

Date: February 10, 2023

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: Turnongreen, Inc.

DIR Registration Number: PW-LR-1001010498

DIR Registration Expiration: 06/30/2024

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Turnongreen, Inc.

Signature 

Name and Title Amos Kohn - Chief Executive Officer

Dated February 10, 2023

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

Charge Forward With TurnOnGreen



Executive Summary

TURNON
GREEN™

TURNON
GREEN™

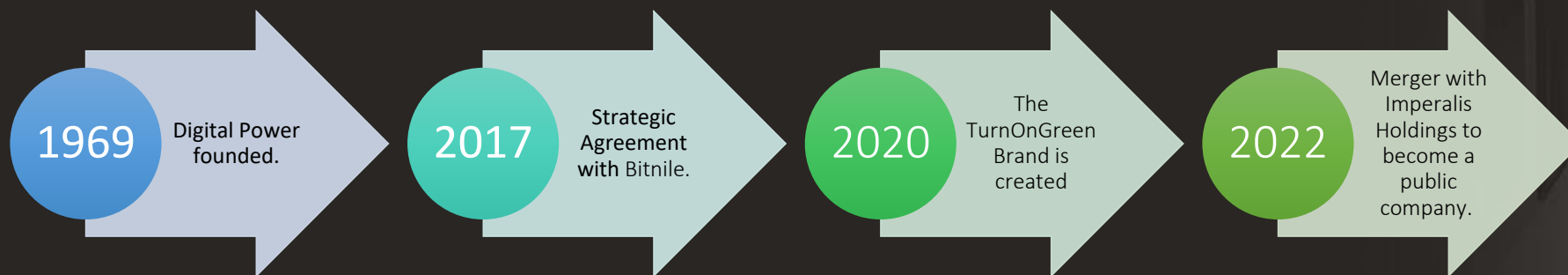
Who We Are

GREEN ENERGY TECHNOLOGY COMPANY

TurnOnGreen Inc. (OTC:IMHC)

TurnOnGreen Inc. and subsidiary, Digital Power Inc., an advanced power electronics company founded in 1969, leverages 50+ years of technology expertise to provide scalable power solutions to Fortune 500 companies across the globe. TurnOnGreen is committed to building a robust Electric Vehicle charging infrastructure throughout the United States and Canada.

Headquartered in San Jose, CA with satellite offices in Los Angeles, Santa Barbara and Orange County, TurnOnGreen works across North America to provide custom power solutions and Electric Vehicle charging solutions to commercial retail, hospitality, fleet and residential customers.



Established Base of Customers

Who Trusts Us

TurnOnGreen Inc. (TOGI) and Digital Power Corp., are backed by 50+ years of expertise stemming from world-class technology-based solutions for mission-critical and lifesaving services.

TurnOnGreen Inc. is committed to developing Green Energy Power Solutions for businesses and consumers across the globe. TOGI maintains a division dedicated to defense-aerospace, naval, medical-healthcare, telecommunication and cryptocurrency markets.



Executive Team

Who We Are



CEO

Amos Kohn, MBA

30+ Years Executive Leadership Experience
30+ Years Business Strategy and Execution
Business Development and M&A Expert
Chief Engineer and Product Design Specialist
Operations and Supply Chain Expertise
Global Market Strategist



CTO

Douglas Gintz

30+ Years of Technology Development
Software Application Development Expertise
Digital and Print Media Marketing Expertise
Ecommerce Implementation Expertise
Operations and Logistics Expertise



President

Marcus Charuvastra

20+ Years Business Leadership Experience
10+ Years in Microcap Environment
Sales and Onboarding Expertise
Multichannel Marketing Expertise
Expert Corporate Team Builder
Business Development Specialist. Based in Los Angeles.



Regional
Development

Martin Mitchell

20+ Years Business Development Leadership Experience
15+ Years in Renewables and Sustainability Industry
Project Management and Implementation Expertise
Local, State and Federal Government Economic Development Experience
Regional Office Based in Santa Barbara and Ventura Counties.

References

TurnOnGreen

Foxen Vineyard & Winery

Santa Maria, CA

Contact Information:

Riley Wathen Slack - riley@foxenvineyard.com

Beverly Glen Market Centre

Los Angeles, CA

Contact Information:

Cassandra Evans: cevens_managment@yahoo.com

Avis Budget

Harrisburg International Airport

Contact Information:

Tom Troxell - tom@avisbudgetpa.com

Alisal Ranch Resort

Solvang, CA

Contact Information:

Dave Park - dpark@alisal.com

Targeted Medical Pharma Inc.

Los Angeles, CA

Contact Information:

Edward Ha - Edwardha@tmedpharma.com

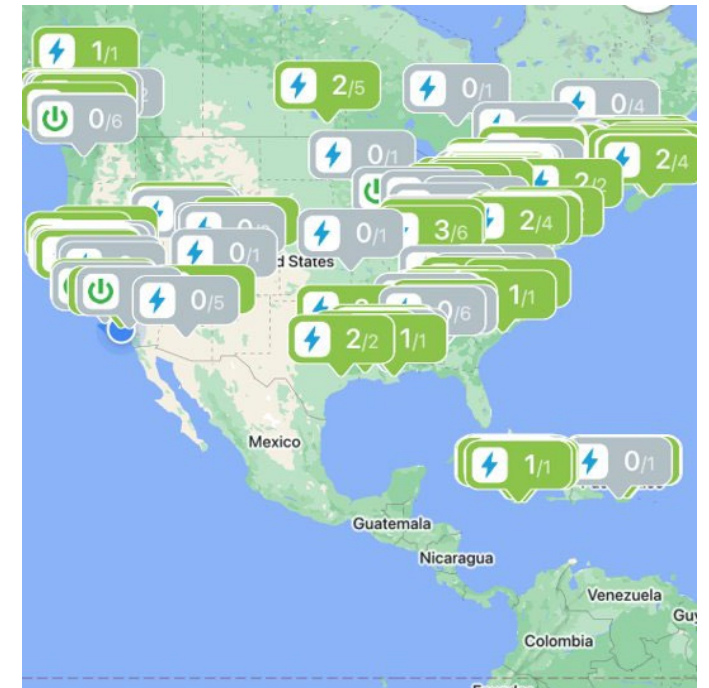
Hilton Garden Inn

Rockford, IL

Contact Information:

Nikki Widstrom - WidstromN@gfhotels.com

Download the TurnOnGreen App for additional network members.





What We Offer

Our Products and Services

TURNON
GREEN™

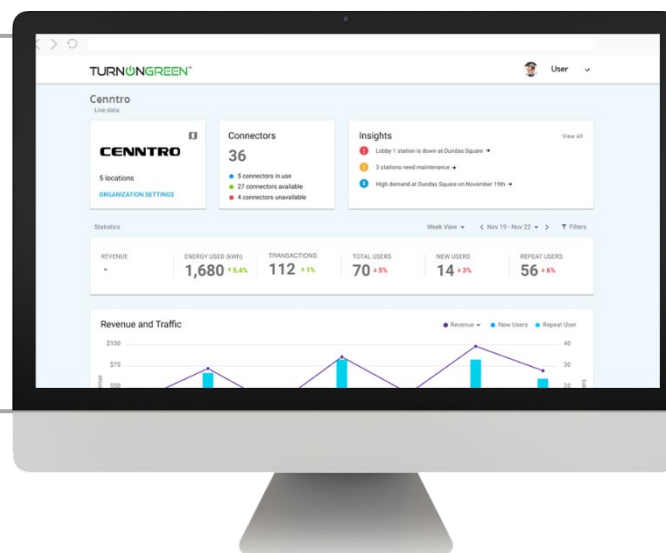
TURNON
GREEN™

EV Charging Hardware | TurnOnGreen

FSP300 | DCFC
30kW
DC Fast Charger



FSP Fast Series | DCFC
60kW, 120kW, 180kW
DC Fast Charger



EVP700-WF/4G | Level 2
7kW
Level 2 Charger



EVP1100 – EVP1900 | Level 2
11kW-19kW
Level 2 Fleet Chargers



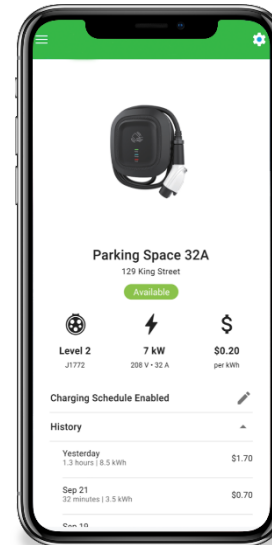
EVP700-4G/WF 32A, 7.2 kW
Level 2 Networked Charger



Networked Device EVP700-4G enables remote access controls, allowing visitors to see availability and general stats before visiting.	QR Codes Activate the EVP700 with your mobile phone by scanning the QR code on the device.	RFID Card Capable Assign RFIDs to specific visitors and allow them to access charging services via card authentication.
SMART App Controllable Operate and configure the EVP700 on the TurnOnGreen Manager Dashboard.	Dynamic LED Charging Status Light LED lights communicate EVP700 charging statuses.	7kW Power Output Add 30 miles of range per hour of charging to an EV.
Load Balancing Settings Maximize or minimize your utility setup with unique power sharing capabilities.	16' Charging Cable Chord Comfortable cable length for ease-of-use.	32Amp Power Input Enough power to add 30 miles of range every hour plugged in.

EVP700-4G/WF – User Interface

Charge Activation



EV Drivers Can Activate Chargers in 3 ways:

- A** Download the TurnOnGreen app on the Google Play or AppStore, find the Charger on the App, and activate.
- B** Scan QR code on the device, activate through mobile phone web browser.
- C** Hold an assigned RFID card up to the device to activate a charge. Sites will be given as many RFIDs as they would like.

Charging Station Management System (CSMS)



Networking
Support for multiple sites and multiple EV chargers.



Monitoring
24/7 monitoring for charger faults and network errors. Automatic notifications.



Reporting
Custom report generation, Plus CSV data downloadable any time.



User management
Group users & permissions for residents, employees, and fleets.



Revenue collection
Set end-user fees, accept any major credit card. Secure & PCI compliant.



Power management
Dynamic load balancing based on charger grouping, vehicle priority, and more.



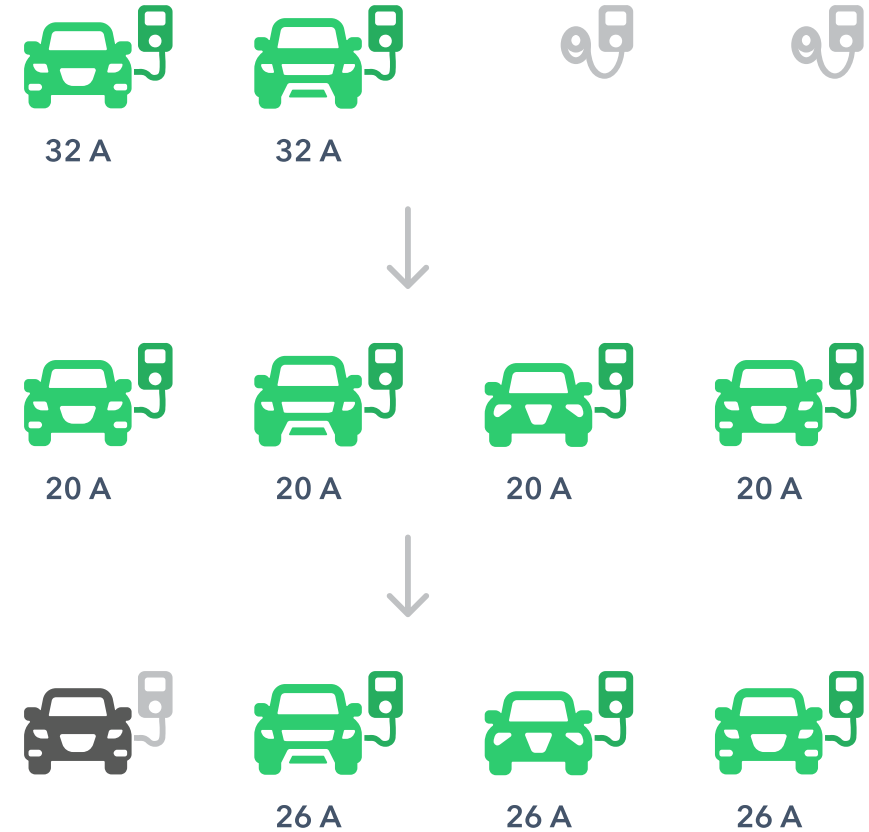
Automatic updates
Charger firmware management & continual software updates.



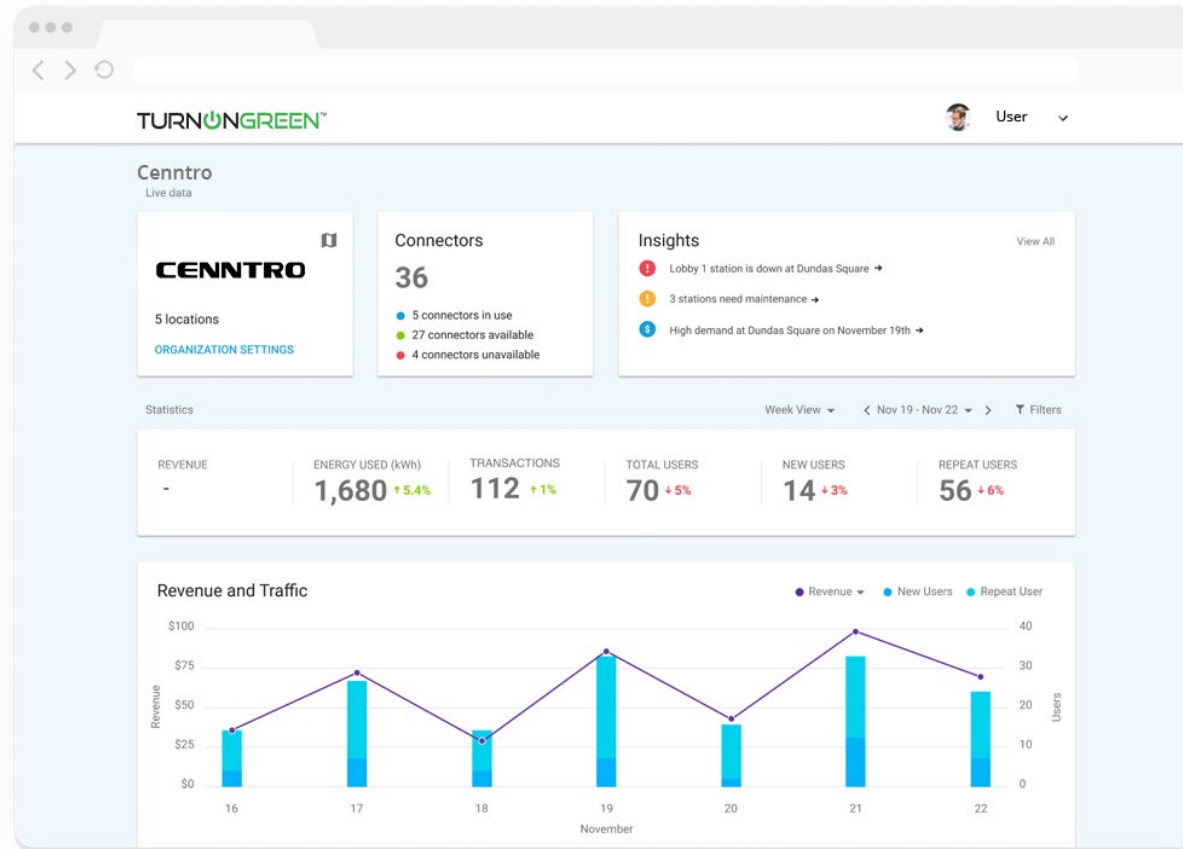
Dashboard access
Visualize your EV charging data in a customizable admin dashboard.

Load Balancing

Power management (also known as “load balancing”) allows you to install more chargers on a limited electrical service. Output amperage is automatically adjusted based on the number of vehicles plugged in to a group of chargers.



Site Host Dashboard | TurnOnGreen



Site hosts have access to a wealth of data using the TOG dashboard. Fleets vehicles can be tagged and assigned RFIDs to determine how much energy each vehicle is consuming.

Site hosts can generate usage reports and manage chargers via the dashboard



To New Partnerships!

THANK YOU

Charge Forward With TurnOnGreen

We look forward to getting your EV project up and running!



POWERING
POSITIVE
CHANGE

Marcus Charuvastra, President

Email: marcus@turnongreen.com

Phone: 310.593.1428

Martin Mitchell, Regional Director of Business Development

Email: mmitchell@turnongreen.com

Phone: 805.335.3805

www.turnongreen.com

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EVP SERIES

7kW Level 2 EV Fast Charger

Features

- Ideal for residential and commercial EV charging
- Optional wired/wireless connection for Central Management System
- Optional Support for RFID card and QR code for user authentication and management
- Input: 200Vac~240Vac
- Modern, ergonomic and customizable design
- IP55 rated for indoor/outdoor applications
- Firmware updates through remote connection
- Charging interface: SAE J1772 (Type 1) or IEC 62196 (Type 2)
- OCPP 1.6 JSON



The TurnOnGreen Mobile App

Networked Model (EVP700-4G) lists the charger on the TurnOnGreen mobile application. Users can authenticate the charger via app payments!



Wi-Fi
Enabled



Start/Stop
Sessions



Schedule
Charging



Monitor
Energy Usage



Set Pricing/
Collect Payments



Scan to order and see additional product features and services.

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For pricing & information:

sales@turnongreen.com 1-877-634-0982

Model		EVP700 - 4G/W/B
Picture		
Power Specification		
AC Input	Input Voltages	Single Phase 200~240Vac
	AC Input Wiring	3 Wire (L1, L2, GND)
	Max. Input Current	32A
	AC Power Frequency	50Hz/60Hz
	Adjustable Max. Input Current	Support via Rotary Diep-Switch
AC Output	Charger Type	Level 2
	Max. Output Power	7.4kW
	Max. Output Current	32A
User Interface & Control		
Back end Support		OCPP 1.6-JSON
User Authentication		RFID Reader / QR Code
Status Indication		LED: Blue, Green, Red
Display		-
Communication		
External		4G or Wi-Fi
Internal		RJ45
Regulation		
Safety Compliance		RJ45
EMC Compliance		U.S.: FCC part 15, Class B
Safety Mark		cULus
Energy Star		-
Protection		
Input		UVP, OVP, RCD, SPD, Ground Fault Protection
Output		OCP, OTP, Control Pilot Fault Protection
Plug-Out Detection		Power terminated per J1772 specifications
Environmental Conditions		
Operating Temperature		-30°C to 50°C (-22°F to 122°F)
Storage Temperature		-40°C to 70°C (-40°F to 158°F)
Humidity		95% RH Max., non-condensing
Altitude		≤ 2000 m (6560 ft)
Mechanical Specifications		
Number of Charging Ports		1
AC Charging Connector Type		SAEJ1772
Input Cable		Hardware
Charging Cable Length		5 m (16ft)
Dimensions (W x D x H)		260 x 280 x 100 mm ±1% (10 x 11 x 4 inch)
Weight		4 Kg ±1% (9 Lbs.)
Cooling Method		Natural Cooling
Ingression Protection		NEMA Type 3R
Mounting Type		Wall-Mount/Pedestal-Mount

Prepared For:

Douglas Krauss
310-750-3603

Company

Douglas Krauss
City of Hermosa Beach
1315 Valley Dr.
Hermosa Beach CA 90254
United States

Customer Ref:

Sales Rep: Martin Mitchell

TurnOnGreen is pleased to submit the following proposal for your consideration. This quote may be subject to sales tax.

TOG Part Number	Model No	Description	Quantity	Units	Unit Price	Total	Curr
CPEVAC-7KW-J17-G	EVP700-G	32Amp L2 Charger with RFID, LAN/G4, OCPP, Single J1772 Plug	20	ea	\$806.40	\$16,128.00	\$USD
CEVAC-PED-T-DUO-B	PED-DUO-BLK	Triangle Pedestal for Dual EV700/ EVP700 - Black	8	ea	\$497.00	\$3,976.00	\$USD
CEVAC-PED-R-ONE-B	PED-ONE-BLK	Rectangle Pedestal for EV700/EVP700 - Black	4	ea	\$476.00	\$1,904.00	\$USD
TOG-FLT-NTWK-ANNUAL-24		Annual Fleet Network Subscription Services - 1 to 24 Ports	5	yr	\$1,200.00	\$6,000.00	\$USD
TOG-FLT-O&M-ANNUAL 11-24		Annual Fleet Operations and Maintenance Services 11-24 Ports	5	yr	\$800.00	\$4,000.00	\$USD
Extended Warranty		2-Year Extended Warranty	20	Yr	\$60.00	\$1,200.00	\$USD
FREIGHT		Cost of freight	1	ea	\$700.00	\$700.00	\$USD

TurnOnGreen
SCE ChargeReady Registration Number: REG-555712

Distribution discount applied to EV charger and extended warranty.

- 5-year Full O&M Package (networking, operations, management, and warranty)
- 5-year Extended Warranty Included
- 24/7 Customer Support
- 48 Hour On-Site Response Time

Subtotal	\$33,908.00
Tax	\$2,090.76
Total	\$35,998.76



Terms and Conditions

0. Shipping and Tax calculations are not final. Final Rate and Cost will be adjusted at Invoicing

1. Standard terms and conditions of sale apply to all orders placed.

2. All products are Non-Cancellable Non-Returnable (NCNR).

3. Unless otherwise stated, all units are RoHS Compliant.

4. Unless otherwise stated shipping, terms are Ex-Works factory.

5. If tariff incurred at the time of import will be added to the invoice. Standard terms and conditions of sale apply to all orders placed.

6. All blanket orders will be scheduled and consumed within 12 months ARO unless mutually agreed by both parties.

7. Refer to standard terms and conditions on the following page.

8. Standard terms and conditions of sale apply to all orders placed.

If you have any questions, please do not hesitate to contact your Account Manager at 877-634-0982.

I hereby accept this quote under the terms and conditions stated above:

Signature _____ Date _____

Name _____

Title _____



TURNONGREEN INC. SALES TERMS AND CONDITIONS

THE SALES TERMS AND CONDITIONS REFERENCED HEREIN SHALL SETS FORTH THE TERMS FOR THE SALE AND TRANSFER OF GOODS FROM TURNONGREEN, INC. AND ITS SUBSIDIARIES (HEREINAFTER THE "COMPANY" OR THE "SELLER") TO THE BUYER (HEREINAFTER THE "BUYER" OR "PURCHASER").

1. **ACKNOWLEDGEMENT:** THIS TERM AND CONDITIONS IS GOVERNING BY THE COMPANY AND INCORPORATED BY REFERENCE IN EVERY QUOTE ISSUED BY THE SELLER OR BY ORDER ACCEPTED BY THE SELLER, EACH ORDER SHALL BE ACCEPTED BY THE SELLER ORDER ACKNOWLEDGEMENT.
2. **QUOTED PRICE:** PRICES QUOTED DO NOT INCLUDE: APPLIANCE TAXES, IMPORT/EXPORT, TARIFFS AND DUTIES OR FEES RELATED TO SALES OUTSIDE THE EX-WORKS. ADDITIONAL CHARGES PAID BY THE SELLER, SHALL BE BILLED TO THE BUYER.
3. **DELIVERY:** THE METHOD OF SHIPPING AND PACKING SHALL BE IN ACCORDANCE WITH THE SELLER'S THEN CURRENT STANDARDS. TITLE TO AND RISK OF LOSS OR DAMAGE SHALL PASS TO BUYER UPON DELIVERY TO CARRIER. SHIPPING DATES PROVIDED ARE APPROXIMATE ONLY. THE SELLER SHALL NOT BE LIABLE FOR DELAYS IN DELIVERY OR FAILURE TO MANUFACTURE DUE TO CAUSES BEYOND ITS REASONABLE CONTROL.
4. **ACCEPTANCE OF EVALUATION OR SAMPLE UNITS:** BUYER MAY PERFORM INCOMING TEST AND INSPECTION WITHIN SIXTY (60) DAYS OF RECEIPT OF SHIPMENT. FAILURE TO RETURN PRODUCT WITHIN SUCH SIXTY-DAY PERIOD SHALL CONSTITUTE ACCEPTANCE OF THE PRODUCT. IT IS THE SELLER'S POLICY TO ISSUE CREDIT ONLY FOR UNITS RETURNED WITHIN 60-DAY ACCEPTANCE PERIOD.
5. **PAYMENT:** PAYMENT BY BUYER OF AMOUNTS INVOICED IS IMMEDIATELY DUE ON THE PASSING OF TITLE AT DELIVERY. PAYMENT THEREAFTER, UP TO AND INCLUDING THE 30TH DAY FROM DATE OF INVOICE, SHALL BE FOR THE NET AMOUNT OF INVOICE. AFTER THIRTY-30 DAYS, THE SELLER WILL COMPUTE AND BILL, AND BUYER AGREES TO PAY, A LATE PAYMENT CHARGE EQUAL TO 1 1/2% PER MONTH OF FRACTION THEREOF IN EXCESS OF THIRTY-30 DAYS FROM DATE OF INVOICE. IN THE EVENT BUYER FAILS TO MAKE PAYMENT WITHIN (30) DAYS, THE SELLER RESERVES THE RIGHT TO SUSPEND CREDIT AND DELAY FURTHER SHIPMENTS UNTIL TERMS ARE MET.
6. **WARRANTY:** THE SELLER OR WARRANTS EACH PRODUCT OF ITS OWN MANUFACTURE TO BE FREE FROM DEFECT IN MATERIAL OR WORKMANSHIP FOR A PERIOD OF THREE (3) YEARS FROM INITIAL DELIVERY, PROVIDED THE PRODUCT HAS NOT BEEN ALTERED, DAMAGED, ABUSED OR USED IN A MANNER OTHER THAN SPECIFIED BY THE SELLER, UNLESS COMPANY HAS PURCHASED AN EXTENDED WARRANTY. THE SELLER WILL REPAIR OR REPLACE WITHOUT FURTHER CHARGE DEFECTIVE PRODUCT DETERMINED BY SELLER TO QUALIFY UNDER THIS WARRANTY, PROVIDED THE PRODUCT (S) SHALL HAVE BEEN APPROVED IN ADVANCE BY THE FACTORY FOR RETURN AND THEREAFTER RETURNED, FREIGHT PREPAID. ANY PRODUCT RETURNED FOR REPAIR UNDER THIS WARRANTY AND DETERMINED BY SELLER TO BE WORKING WITHIN SPECIFICATIONS, SHALL BE SUBJECT TO A HANDLING CHARGE OF \$35.00. REPAIRS FOR PRODUCT OUT WARRANTY IS AVAILABLE AT APPLICABLE REPAIR CHARGES, CONTACT FACTORY FOR DETAILS.
7. **RETURNS:** ALL PRODUCT WHICH BUYER MAY WISH TO RETURN UNDER WARRANTY, OR FOR OTHER REASONS, WILL BE ACCEPTED BY SELLER ONLY IF RETURNED UNDER THE RETURNED MATERIAL AUTHORIZATION (RMA) PROCEDURE. THIS PROCEDURE REQUIRES THAT THE BUYER CONTACT THE FACTORY IN ADVANCE, REQUEST AND RECEIVE THE RMA NUMBER AND DISPLAY SUCH NUMBER CLEARLY ON THE OUTSIDE OF THE RETURN PACKAGE (S). ASSIGNMENT OF AN RMA NUMBER AUTHORIZING SHIPMENT TO SELLER IN NO WAY EXPRESSES OR IMPLIES ANY OFFER OF LIABILITY BY THE SELLER OR OTHER THAN FOR CUSTOMARY SAFEKEEPING WHILE IN SELLER'S POSSESSION. NO CREDIT WILL BE ISSUED FOR THE RETURN OF UNITS FOR REPAIR, EITHER IN OR OUT OF WARRANTY.
8. **LICENSE FEES:** SELLER MAY CHARGE LICENSE FEES ASSOCIATED WITH COMMERCIAL-USE EQUIPMENT IF PURCHASER ELECTS TO OBTAIN CERTAIN FUNCTIONALITY ASSOCIATED THEREWITH. FOR COMMERCIAL-USE EQUIPMENT, ASSOCIATED NETWORK SUBSCRIPTION SERVICES ARE AVAILABLE ON AN ANNUAL AND MULTI-YEAR BASIS AS SET FORTH IN THE APPLICABLE SALES QUOTE FORM FOR SUCH COMMERCIAL-USE EQUIPMENT. SELLER, HOWEVER, RESERVES THE RIGHT IN THE FUTURE TO CHARGE LICENSE FEES FOR EQUIPMENT INCLUDING LICENSE FEES FOR NEW: (I) NETWORK SERVICES; (II) MOBILE APPLICATION SUBSCRIPTIONS; AND/OR (III) FOR BUYER USE CERTAIN FEATURES PROVIDED BY THE SELLER FOR A FEE. IN THE EVENT A LICENSE FEE IS APPLICABLE OR IS SUBSEQUENTLY ESTABLISHED, BUYER SHALL ENTER INTO A SALES ORDER FORM, NETWORK SERVICE AGREEMENT AND/OR OTHER AGREEMENT CONTEMPLATING AN ANNUAL OR OTHER SUBSCRIPTION AND PAY SELLER THE APPLICABLE LICENSE AND/OR SUBSCRIPTION FEES.
9. **RESCHEDULING:** BUYER MAY, PRIOR TO ACKNOWLEDGED DELIVERY DATE, REQUEST A RESCHEDULE DELAY OF 30-DAYS FROM THE ORIGINAL ACKNOWLEDGED DELIVERY DATE FOR ANY PRODUCT, PROVIDED THAT THE SELLER RECEIVES WRITTEN NOTICE OF SUCH DELAY AT LEAST SIXTY-60 DAYS PRIOR TO THE ACKNOWLEDGED DELIVERY DATE.
10. **CANCELLATION:** ON ALL PRODUCTS THE BUYER ASSUMES FULL FINANCIAL RESPONSIBILITY ONCE BUYER ORDER HAS BEEN PLACED AND ACCEPTANCE HAS BEEN CONFIRMED. ALL CONFIRMED ORDERS ARE NON-CANCELABLE AND NON-RETURNABLE ("NCNR,,).



11. **INSURANCE:** BUYER AGREES THAT INSURANCE WILL BE MAINTAINED TO COVER ANY LOSS OR DAMAGE TO SUPPLIER'S PRODUCTS WHILE SAID PRODUCTS ARE IN BUYER'S POSSESSION AND CONTROL. BUYER WILL OBTAIN AND MAINTAIN INSURANCE COVERAGE IN AN AMOUNT NOT LESS THAN THE DOLLAR VALUE OF THE PRODUCTS BASED ON THE PRODUCT PRICE TO BUYER IN EFFECT. INSURANCE COVERAGE SHALL INCLUDE COMPREHENSIVE GENERAL LIABILITY AND PROPERTY INSURANCE.
12. **LIMITATION OF LIABILITY:** MANUFACTURER'S LIABILITY UNDER OR FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO REFUND OF THE PURCHASE PRICE. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR COSTS OF PROCUREMENT OR SUBSTITUTE GOODS, LOSS OF PROFITS, OR FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACT, NEGLIGENCE OR OTHERWISE.
13. **APPLICABLE LAW:** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA..
14. **CONTROLLING DOCUMENT:** ALL PURCHASE ORDERS FOR PRODUCTS FROM THE BUYER TO SELLER WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.
15. **ARBITRATION & GOVERNING LAW:** IF ANY DISPUTE RELATING TO THESE SALES TERMS AND CONDITIONS DISCLOSURE, BETWEEN THE SELLER AND THE BUYER, IS NOT RESOLVED THROUGH INFORMAL DISCUSSION WITHIN 14 DAYS FROM THE DATE A DISPUTE ARISES, THE PARTIES AGREE TO SUBMIT THE ISSUE BEFORE AN ARBITRATOR. THE DECISION OF THE ARBITRATOR WILL BE BINDING ON THE PARTIES. ANY ARBITRATOR MUST BE A NEUTRAL PARTY ACCEPTABLE TO BOTH THE SELLER AND THE BUYER. THE COST OF ANY ARBITRATION WILL BE SHARED EQUALLY BY THE PARTIES. THIS DOCUMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, INCLUDING THE CALIFORNIA UNIFORM COMMERCIAL CODE AND THE SELLER AND THE BUYER HEREBY ATTORN TO THE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA.
16. **LIMITATIONS OF LIABILITY:** NEITHER SELLER NOR ITS REPRESENTATIVES, OFFICERS, AGENTS, EMPLOYEES, PRINCIPALS OR ASSIGNS, IN EACH CASE WHETHER CURRENT OR FORMER, IS OR SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS OR SALE OF GOODS HEREUNDER, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY PURCHASER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO SALES OF GOODS HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER BY PURCHASER FOR THE APPLICABLE GOODS.

Prepared For:

Douglas Krauss
dkrauss@hermosabeach.gov

Company

Douglas Krauss
City of Hermosa Beach
1315 Valley Dr.
Hermosa Beach CA 90254
United States

Customer Ref:

Sales Rep: M.M.

TurnOnGreen is pleased to submit the following proposal for your consideration. This quote may be subject to sales tax.

TOG Part Number	Model No	Description	Quantity	Units	U n i t Price	Total	Curr
Installation Service & Permitting		Installation Service & Permitting	1	EA	\$29,734.00	\$29,734.00	\$USD

-Install and commission (8) dual pedestal mounted, (4) Single pedestal level 2 chargers, and if needed all the necessary electrical and civil infrastructure.
-Pull wire and configure (10) circuits for load sharing on 40 amp breakers. Assumptions based on site visit:
-SCE will complete "Make ready", which includes but not limited to (Trenching, appropriate sized conduit stub-up, concrete pad for chargers, load center installation, etc).
-Site will have 400 amp panelboard ready for wire termination
-ADA requirements are met and will not require parking lot modifications.
-New EV parking will be within 150ft from load center

*Change order will be requested if "Make Ready" portion is not complete and TOG needs to complete said portion.
*Electrical engineering will be required and may require different equipment sizing or additions, which will change price.

Subtotal	\$29,734.00
Tax	\$0.00
Total	\$29,734.00

Level 2 Pedestal Install - single With Cable management
Commission New charger
Existing Panel 120/240VAC prep for new chargers
Dual chargers Material: wire and accessories Single Charger
150ft or Less Material: wire and accessories
wire installation labor Coordination/admin/Mobilization/
Overhead

Provisioning and activation of Level 2 units and associated RFID cards.



Terms & Conditions

0. Shipping and Tax calculations are not final. Final Rate and Cost will be adjusted at Invoicing
1. Standard terms and conditions of sale apply to all orders placed.
 2. All products are Non-Cancellable Non-Returnable (NCNR).
 3. Unless otherwise stated, all units are RoHS Compliant.
 4. Unless otherwise stated shipping, terms are Ex-Works factory.
 5. If tariff incurred at the time of import will be added to the invoice. Standard terms and conditions of sale apply to all orders placed.
 6. All blanket orders will be scheduled and consumed within 12 months ARO unless mutually agreed by both parties.
 7. Refer to standard terms and conditions on the following page.
 8. Standard terms and conditions of sale apply to all orders placed.
- If you have any questions, please do not hesitate to contact your Account Manager at 877-634-0982.

I hereby accept this quote under the terms and conditions stated above:

Signature _____ Date _____

Name _____

Title _____



TURNONGREEN INC. SALES TERMS AND CONDITIONS

THE SALES TERMS AND CONDITIONS REFERENCED HEREIN SHALL SETS FORTH THE TERMS FOR THE SALE AND TRANSFER OF GOODS FROM TURNONGREEN, INC. AND ITS SUBSIDIARIES (HEREINAFTER THE "COMPANY" OR THE "SELLER") TO THE BUYER (HEREINAFTER THE "BUYER" OR "PURCHASER").

1. **ACKNOWLEDGEMENT:** THIS TERM AND CONDITIONS IS GOVERNING BY THE COMPANY AND INCORPORATED BY REFERENCE IN EVERY QUOTE ISSUED BY THE SELLER OR BY ORDER ACCEPTED BY THE SELLER, EACH ORDER SHALL BE ACCEPTED BY THE SELLER ORDER ACKNOWLEDGEMENT.
2. **QUOTED PRICE:** PRICES QUOTED DO NOT INCLUDE: APPLIANCE TAXES, IMPORT/EXPORT, TARIFFS AND DUTIES OR FEES RELATED TO SALES OUTSIDE THE EX-WORKS. ADDITIONAL CHARGES PAID BY THE SELLER, SHALL BE BILLED TO THE BUYER.
3. **DELIVERY:** THE METHOD OF SHIPPING AND PACKING SHALL BE IN ACCORDANCE WITH THE SELLER'S THEN CURRENT STANDARDS. TITLE TO AND RISK OF LOSS OR DAMAGE SHALL PASS TO BUYER UPON DELIVERY TO CARRIER. SHIPPING DATES PROVIDED ARE APPROXIMATE ONLY. THE SELLER SHALL NOT BE LIABLE FOR DELAYS IN DELIVERY OR FAILURE TO MANUFACTURE DUE TO CAUSES BEYOND ITS REASONABLE CONTROL.
4. **ACCEPTANCE OF EVALUATION OR SAMPLE UNITS:** BUYER MAY PERFORM INCOMING TEST AND INSPECTION WITHIN SIXTY (60) DAYS OF RECEIPT OF SHIPMENT. FAILURE TO RETURN PRODUCT WITHIN SUCH SIXTY-DAY PERIOD SHALL CONSTITUTE ACCEPTANCE OF THE PRODUCT. IT IS THE SELLER'S POLICY TO ISSUE CREDIT ONLY FOR UNITS RETURNED WITHIN 60-DAY ACCEPTANCE PERIOD.
5. **PAYMENT:** PAYMENT BY BUYER OF AMOUNTS INVOICED IS IMMEDIATELY DUE ON THE PASSING OF TITLE AT DELIVERY. PAYMENT THEREAFTER, UP TO AND INCLUDING THE 30TH DAY FROM DATE OF INVOICE, SHALL BE FOR THE NET AMOUNT OF INVOICE. AFTER THIRTY-30 DAYS, THE SELLER WILL COMPUTE AND BILL, AND BUYER AGREES TO PAY, A LATE PAYMENT CHARGE EQUAL TO 1 1/2% PER MONTH OF FRACTION THEREOF IN EXCESS OF THIRTY-30 DAYS FROM DATE OF INVOICE. IN THE EVENT BUYER FAILS TO MAKE PAYMENT WITHIN (30) DAYS, THE SELLER RESERVES THE RIGHT TO SUSPEND CREDIT AND DELAY FURTHER SHIPMENTS UNTIL TERMS ARE MET.
6. **WARRANTY:** THE SELLER OR WARRANTS EACH PRODUCT OF ITS OWN MANUFACTURE TO BE FREE FROM DEFECT IN MATERIAL OR WORKMANSHIP FOR A PERIOD OF THREE (3) YEARS FROM INITIAL DELIVERY, PROVIDED THE PRODUCT HAS NOT BEEN ALTERED, DAMAGED, ABUSED OR USED IN A MANNER OTHER THAN SPECIFIED BY THE SELLER. THE SELLER WILL REPAIR OR REPLACE WITHOUT FURTHER CHARGE DEFECTIVE PRODUCT DETERMINED BY SELLER TO QUALIFY UNDER THIS WARRANTY, PROVIDED THE PRODUCT (S) SHALL HAVE BEEN APPROVED IN ADVANCE BY THE FACTORY FOR RETURN AND THEREAFTER RETURNED, FREIGHT PREPAID. ANY PRODUCT RETURNED FOR REPAIR UNDER THIS WARRANTY AND DETERMINED BY SELLER TO BE WORKING WITHIN SPECIFICATIONS, SHALL BE SUBJECT TO A HANDLING CHARGE OF \$35.00. REPAIRS FOR PRODUCT OUT WARRANTY IS AVAILABLE AT APPLICABLE REPAIR CHARGES, CONTACT FACTORY FOR DETAILS. NO WARRANTIES WILL APPLY AFTER THE EXPIRATION OF THE APPLICABLE THREE-YEAR WARRANTY PERIOD UNLESS THE BUYER HAS PURCHASED AN EXTENDED WARRANTY FROM THE COMPANY.
7. **RETURNS:** ALL PRODUCT WHICH BUYER MAY WISH TO RETURN UNDER WARRANTY, OR FOR OTHER REASONS, WILL BE ACCEPTED BY SELLER ONLY IF RETURNED UNDER THE RETURNED MATERIAL AUTHORIZATION (RMA) PROCEDURE. THIS PROCEDURE REQUIRES THAT THE BUYER CONTACT THE FACTORY IN ADVANCE, REQUEST AND RECEIVE THE RMA NUMBER AND DISPLAY SUCH NUMBER CLEARLY ON THE OUTSIDE OF THE RETURN PACKAGE (S). ASSIGNMENT OF AN RMA NUMBER AUTHORIZING SHIPMENT TO SELLER IN NO WAY EXPRESSES OR IMPLIES ANY OFFER OF LIABILITY BY THE SELLER OR OTHER THAN FOR CUSTOMARY SAFEKEEPING WHILE IN SELLER'S POSSESSION. NO CREDIT WILL BE ISSUED FOR THE RETURN OF UNITS FOR REPAIR, EITHER IN OR OUT OF WARRANTY.
8. **LICENSE FEES:** SELLER MAY CHARGE LICENSE FEES ASSOCIATED WITH COMMERCIAL-USE EQUIPMENT IF PURCHASER ELECTS TO OBTAIN CERTAIN FUNCTIONALITY ASSOCIATED THEREWITH. FOR COMMERCIAL-USE EQUIPMENT, ASSOCIATED NETWORK SUBSCRIPTION SERVICES ARE AVAILABLE ON AN ANNUAL AND MULTI-YEAR BASIS AS SET FORTH IN THE APPLICABLE SALES QUOTE FORM FOR SUCH COMMERCIAL-USE EQUIPMENT. SELLER, HOWEVER, RESERVES THE RIGHT IN THE FUTURE TO CHARGE LICENSE FEES FOR EQUIPMENT INCLUDING LICENSE FEES FOR NEW: (I) NETWORK SERVICES; (II) MOBILE APPLICATION SUBSCRIPTIONS; AND/OR (III) FOR BUYER USE CERTAIN FEATURES PROVIDED BY THE SELLER FOR A FEE. IN THE EVENT A LICENSE FEE IS APPLICABLE OR IS SUBSEQUENTLY ESTABLISHED, BUYER SHALL ENTER INTO A SALES ORDER FORM, NETWORK SERVICE AGREEMENT AND/OR OTHER AGREEMENT CONTEMPLATING AN ANNUAL OR OTHER SUBSCRIPTION AND PAY SELLER THE APPLICABLE LICENSE AND/OR SUBSCRIPTION FEES.
9. **RESCHEDULING:** BUYER MAY, PRIOR TO ACKNOWLEDGED DELIVERY DATE, REQUEST A RESCHEDULE DELAY OF 30-DAYS FROM THE ORIGINAL ACKNOWLEDGED DELIVERY DATE FOR ANY PRODUCT, PROVIDED THAT THE SELLER RECEIVES WRITTEN NOTICE OF SUCH DELAY AT LEAST SIXTY-60 DAYS PRIOR TO THE ACKNOWLEDGED DELIVERY DATE.
10. **CANCELLATION:** ON ALL PRODUCTS THE BUYER ASSUMES FULL FINANCIAL RESPONSIBILITY ONCE BUYER ORDER HAS BEEN PLACED AND ACCEPTANCE HAS BEEN CONFIRMED. ALL CONFIRMED ORDERS ARE NON-CANCELABLE AND NON-RETURNABLE ("NCNR").



11. **INSURANCE:** BUYER AGREES THAT INSURANCE WILL BE MAINTAINED TO COVER ANY LOSS OR DAMAGE TO SUPPLIER'S PRODUCTS WHILE SAID PRODUCTS ARE IN BUYER'S POSSESSION AND CONTROL. BUYER WILL OBTAIN AND MAINTAIN INSURANCE COVERAGE IN AN AMOUNT NOT LESS THAN THE DOLLAR VALUE OF THE PRODUCTS BASED ON THE PRODUCT PRICE TO BUYER IN EFFECT. INSURANCE COVERAGE SHALL INCLUDE COMPREHENSIVE GENERAL LIABILITY AND PROPERTY INSURANCE.
12. **LIMITATION OF LIABILITY:** MANUFACTURER'S LIABILITY UNDER OR FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO REFUND OF THE PURCHASE PRICE. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR COSTS OF PROCUREMENT OR SUBSTITUTE GOODS, LOSS OF PROFITS, OR FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACT, NEGLIGENCE OR OTHERWISE.
13. **APPLICABLE LAW:** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA..
14. **CONTROLLING DOCUMENT:** ALL PURCHASE ORDERS FOR PRODUCTS FROM THE BUYER TO SELLER WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.
15. **ARBITRATION & GOVERNING LAW:** IF ANY DISPUTE RELATING TO THESE SALES TERMS AND CONDITIONS DISCLOSURE, BETWEEN THE SELLER AND THE BUYER, IS NOT RESOLVED THROUGH INFORMAL DISCUSSION WITHIN 14 DAYS FROM THE DATE A DISPUTE ARISES, THE PARTIES AGREE TO SUBMIT THE ISSUE BEFORE AN ARBITRATOR. THE DECISION OF THE ARBITRATOR WILL BE BINDING ON THE PARTIES. ANY ARBITRATOR MUST BE A NEUTRAL PARTY ACCEPTABLE TO BOTH THE SELLER AND THE BUYER. THE COST OF ANY ARBITRATION WILL BE SHARED EQUALLY BY THE PARTIES. THIS DOCUMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, INCLUDING THE CALIFORNIA UNIFORM COMMERCIAL CODE AND THE SELLER AND THE BUYER HEREBY ATTORN TO THE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA.
16. **LIMITATIONS OF LIABILITY:** NEITHER SELLER NOR ITS REPRESENTATIVES, OFFICERS, AGENTS, EMPLOYEES, PRINCIPALS OR ASSIGNS, IN EACH CASE WHETHER CURRENT OR FORMER, IS OR SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS OR SALE OF GOODS HEREUNDER, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY PURCHASER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO SALES OF GOODS HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER BY PURCHASER FOR THE APPLICABLE GOODS.





City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

ADDENDUM No. 1

CIP 617 - CIVIC CENTER CHARGING STATIONS Bid No. 23-002

DATE: February 13, 2023

TO: ALL PROSPECTIVE PROPOSERS

Please note the questions and answers for the Request for Proposal indicated below.

PROPOSAL SUBMITTAL: The deadline to submit a proposal **HAS NOT** changed.
The deadline to submit a proposal is still February 13, 2023.

1. Will the City require employees to pay for charging or will it be offered at no cost?

A. Charging will be offered at no cost.

2. Can you confirm that the hand-off for charger installation will include cement pad with stubbed-up conduit and wire pulled to confirm vendor will be bolting down station and terminating wire to install hardware?

A. Yes - pad, stub up and wiring will be in place and vendor will be bolting down and terminating wire to install hardware.



City of Hermosa Beach

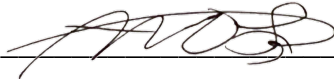
Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

ACKNOWLEDGEMENT OF ADDENDUM No. 1

CIP 617 - CIVIC CENTER CHARGING STATIONS Bid No. 23-002

Complete and sign this acknowledgement form. Submit and enclose the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 1** dated February 10, 2023.

ATTEST:	<u>Turnongreen, Inc.</u>
Principal:	<u>Amos Kohn</u>
Address:	<u>1421 McCarthy Ave., Milpitas, CA 95035</u>
By:	<u></u>
Title:	<u>Chief Executive Officer</u>



To New Partnerships!

THANK YOU

Charge Forward With TurnOnGreen

We look forward to getting your EV project up and running!



POWERING
POSITIVE
CHANGE



www.turnongreen.com