

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-24-70-54-05
AMENDMENT 1

Electric Vehicle Charging Station Equipment and Services
Maryland NASPO ValuePoint Master Agreement Number BPM037964
InCharge Energy, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-24-70-54-05 as follows:

- 1) **Section 23. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) Reporting** is hereby deleted and replaced with the following:

23. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)

DEFINITIONS:

For purposes of this Section, the following terms shall be given the meaning shown below. Capitalized terms used below and not defined in this Section shall have the meaning set forth in Section 1 (Definitions) or in the text of the IT General Provisions (rev. 06/21/2022).

Artificial Intelligence (AI): an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov Code §§ 11549.64 & 11546.45.5).

GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.

Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.

Generative AI (GenAI): an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI Training Data (Gov Code §11549.64).

Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

Materially Impacts: shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2.

Prompt: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Contract. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivative works of a Prompt or collection of Prompts.

GENAI DISCLOSURE OBLIGATIONS:

Disclosure Obligations:

- a) Contractor must immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the same meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- b) Such notification shall be provided to the State designee identified in this Contract.
- c) At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- d) If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

Failure to Disclose or Discontinue GenAI Use: The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 23 (Termination for Default) of the IT General Provisions (rev. 06/21/2022).

**Participating Addendum 7-24-70-54-05
Amendment 1**

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2025.06.03 14:33:28 -07'00' 6/3/2025

Authorized Signature Date Signed

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

InCharge Energy, Inc.

Contractor Name

 04/14/2025
Terry O'Day (Apr 14, 2025 12:18 PDT)

Authorized Signature Date Signed

Terence O'Day / Chief Operating Officer

Printed Name/Title of Person Signing

3760 Motor Avenue, Los Angeles, CA 90034

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-24-70-54-05

Electric Vehicle Charging Station Equipment and Services
Maryland NASPO ValuePoint Master Agreement Number BPM037964
InCharge Energy, Inc. (Contractor)

This Participating Addendum Number 7-24-70-54-05 is entered into between the State of California, Department of General Services (hereafter referred to as “State” or “DGS”) and InCharge Energy, Inc. (hereafter referred to as “Contractor”) under the lead state of Maryland NASPO ValuePoint Master Agreement Number BPM037964.

1. SCOPE

- A. This Participating Addendum covers the purchase of products and services under the Maryland NASPO ValuePoint Master Agreement. The Maryland NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Maryland NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end May 31, 2027, or upon termination by the State, whichever occurs first.
- B. Lead state amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be up to 120 days after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
 - 1) General Provisions – Information Technology (DGS PD-401 IT), effective 6/21/2022
- B. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
 - 1) California Participating Addendum Number 7-24-70-54-05
 - 2) Maryland NASPO ValuePoint Master Agreement Number BPM037964

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Maryland NASPO ValuePoint Master Agreement Number BPM037964 are allowed under this Participating Addendum:
 - 1) Category 1: Level 2 – EV Chargers (Hardware/Software/Support Services)
 - 2) Category 2: Level 3 – DC Fast Chargers (Hardware/Software/Support Services)

6. CALIFORNIA LABOR STANDARDS

- A. Contractor agrees to incorporate California job standards designed to achieve all of the following goals:
 - 1) Supports the creation and retention of quality, non-temporary and full-time jobs that provide high wages, including benefits and access to training.
 - 2) Supports the hiring of apprentices, historically underrepresented individuals, displaced workers, and individuals facing barriers to employment.
 - 3) Encourages the development of the state's long-term, climate-sustainable transportation and related infrastructure and manufacturing sectors.
 - 4) Protects public health by supporting the adoption of specific protections for worker health and safety.
- B. Contractor and any subcontractors shall satisfy the following labor standards:

- 1) All the Contractor's employees performing work to fulfill the contract shall be paid no less than the minimum trainee wage set by the Employment Training Panel for the county in which the work is performed (if in California), or the applicable federal, state, or local minimum wage, whichever is greater. To the extent permissible, health care benefits valued at up to two dollars and fifty cents (\$2.50) per hour may be used to meet this wage requirement.
- 2) Any person performing work to fulfill the contract shall be placed in the proper employment classification. This requirement includes, but is not limited to, prohibitions on misclassifying a person performing work to fulfill the contract as an independent Contractor.
- 3) Contractors and subcontractors performing work to fulfill the contract shall comply with all applicable federal, state, and local laws pertaining to paid sick leave, including any antiretaliation provisions contained in such laws.
- 4) Contractors and subcontractors performing work to fulfill the contract shall comply with all applicable safety and health requirements and shall comply with sections 6310 and 6311 of the California Labor Code, pertaining to protection of employees who file complaints or refuse to work in the face of hazardous conditions.
- 5) Contractors and subcontractors comply and shall comply with the federal Americans with Disabilities Act (42 U.S.C. Sec. 12101 et seq.) and all regulations thereunder.
- 6) Contractors and subcontractors will enter into a labor peace agreement upon request by any relevant employee organization, in accordance with Public Contract Code 6985(b).

7. CALIFORNIA LABOR STANDARDS REPORT

- A. In accordance with Section 6, California Labor Standards, beginning 12 months after award, the Contractor shall annually certify, in a written report, their compliance with the requirements to the State. A report template will be provided by the State to the Contractor upon award. If the Contractor fails to comply with the reporting requirements, Contractor will be allowed to cure the defect after written notice from the State. Failure to comply with the reporting requirements will be grounds for Participating Addendum termination.

8. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

- A. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.
- B. Services that fall within the definition of "public works" as defined in Public Contract Code section 1101 and Labor Code section 1720 are disallowed under

this Participating Addendum and must be procured by alternate means. This restriction is not applicable to local governments.

9. PRICING

- A. Contractor's pricing is outlined in the Maryland NASPO ValuePoint Master Agreement Number BPM037964.
- B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by the state of Maryland.

10. AUTHORIZED RESELLERS

Authorized Resellers will not be used for this Participating Addendum.

11. SUBCONTRACTORS

Subcontractors will not be used for this Participating Addendum.

12. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-24-70-54-05.

13. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC).

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a [Postconsumer Recycled-Content Certification form](https://calrecycle.ca.gov/buyrecycled/stateagency/form74guide/) (https://calrecycle.ca.gov/buyrecycled/stateagency/form74guide/) upon request by the state agency.

14. DELIVERY

- A. Delivery shall occur as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

- B. Free On Board (F.O.B.) Destination, freight prepaid by the Contractor, to the ordering agency's receiving point.

15. INVOICING AND PAYMENT

- A. Payment will be made in accordance with General Provisions – Information Technology Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor does not accept the State of California credit card (CAL-Card) for payment of invoices.

16. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The State Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Participating Addendum.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PDCooperatives@dgs.ca.gov) (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.

- H. Time extensions may be approved only if all due reports have been submitted to the State.

17. ADMINISTRATIVE FEE

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.
- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

- G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

18. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Laura Rivas
Phone:	(805) 452-1347
Email	laura.rivas@inchargeus.com
Address:	InCharge Energy, Inc. Attn: Laura Rivas 1433 Fifth Street Santa Monica, CA 90401

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Kelly Xu
Phone:	(279) 799-4561
Email	Kelly.Xu@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

19. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon thirty (30) days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

20. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

21. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

22. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

23. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a [GenAI Reporting and Fact Sheet \(STD 1000\)](#) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or

contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the State Contract Administrator.

24. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing this Participating Addendum, Contractor agrees to offer the same products/services available on the Maryland NASPO ValuePoint Master Agreement Number BPM037964, at prices equal to or lower than the prices on that agreement.

Participating Addendum 7-24-70-54-05

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

InCharge Energy, Inc.

Agency Name

Contractor Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2024.11.25 13:00:24 -08'00' 11/25/2024

 11/07/24
Terence O'Day (Nov 7, 2024 17:35 PST)

Authorized Signature Date Signed

Authorized Signature Date Signed

Julie Matthews, MAU2 Supervisor

Terence O'Day / Chief Operating Officer

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

1433 Fifth Street, Santa Monica CA 90401

Address

Address