

LPA Contract Details

Contract ID 1-22-61-16

Contract Type	Acquisition Type	Status
Statewide Contract	NON-IT Goods	Active
Description	Supplier Name	
Mobile Solar Panel Electric Vehicle Charger System	BEAM GLOBAL	
Supplier ID	Begin Date	Expire Date
0000040423	06/24/2022	06/23/2025

Contract Administrator

Buyer	Email
Melissa Cisneros	melissa.cisneros@dgs.ca.gov
Department	Phone
DGS - Statewide Procurement	(279) 799-4293

Categories

1 of 1

UNSPSC	UNSPSC Description
25175002	Vehicle vibration dampeners & isolators - Electric vehicle charging station

Attachments

1-3 of 3

Attachment File

Attach._B_-_EVCharger_Specification.pdf

Attach._A_-_Contract_Pricing.xlsx

UI_1-22-61-16_Supp_5.docx

[https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?
Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=1-22-61-16](https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=1-22-61-16)



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

****Supplement 5****
****Incorporates Supplements 1 – 5****

ISSUE AND EFFECTIVE DATE:	<i>*7/12/2023*</i>
CONTRACT NUMBER:	1-22-61-16
DESCRIPTION:	Mobile Solar Electric Vehicle Supply Equipment (EVSE)
CONTRACTOR:	Beam Global
CONTRACT TERM:	6/24/2022 through 6/23/2025
STATE CONTRACT ADMINISTRATOR:	Melissa Cisneros (279) 799-4293 Melissa.Cisneros@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions \(rev 11/19/2021\)](https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx) (<https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx>)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: Beam Global 5660 Eastgate Drive San Diego, CA 92121	Fax/Email: <i>*Ryan.Ogan@beamforall.com*</i>	Contact Information: Beam Global <i>*Ryan Ogan*</i> Phone: <i>*925-383-0869*</i> Email: <i>*Ryan.Ogan@beamforall.com*</i>

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All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
<i>*5*</i>	<i>*Subject contract for Mobile Solar EVSE is hereby modified to reflect the following changes: ➤ Front Page, Article 14, and Article 25: Update contact information for Order Placement and Beam Global Contract Administrator.*</i>	<i>*7/12/2023*</i>
4	Subject contract for Mobile Solar EVSE is hereby modified to reflect the following changes: ➤ Front Page and Article 25: Update State Contract Administrator information.	4/12/2023
3	Subject contract for Mobile Solar EVSE is hereby modified to reflect the following changes: ➤ Table of Contents and User Instructions: Added Section 32 "Bidder Declaration/Commercially Useful Function (CUF)/Certifications".	3/02/2023
2	Subject contract for Mobile Solar EVSE is hereby modified to reflect the following changes: ➤ Front Page and Article 25: Update State Contract Administrator information.	11/16/2022
1	Subject contract for Mobile Solar EVSE is hereby modified to reflect the following changes: ➤ Article 10: Added language to allow contractor to provide offer in a format acceptable to the requesting agency.	7/28/2022
N/A	Original Contract Posted	6/24/2022

All other terms and conditions remain the same.

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1. SCOPE

The State's contract with Beam Global (Beam) provides Mobile Solar Panel (MSP) Electric Vehicle Autonomous Renewal Charger (EV ARC) at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-61-16. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of EV ARC to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products. Local governmental agencies also include government entities from other states within the United States. Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. While the State makes this contract available to local governmental agencies, each local governmental agency

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should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

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6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

Electric Vehicle Autonomous Renewal Charger (EV ARC)	Contract Discount
Core Items – EV ARC with Smart Chargers	2%
Accessories	2%
Network Services	2%
Operations & Maintenance, Repair Services, Relocation	10%
Non-Core Catalog	2%

Core Items:

Hardware

Contractor shall provide an EV ARC System, per EV Charger Specification 6150-5950 Attachment B. This includes delivery, setup, and all installation hardware. EV ARC shall come with a one (1) year manufacturer's warranty on all system components after installation/upgrade, commencing on the date of acceptance.

Accessories

Additional items are available at the quoted discount to upgrade the EV ARC for deployment.

Network Services

Remote Monitoring and Management System (RMMS) is included at no additional cost for twelve (12) months from date of delivery. The Contractor-supplied smart chargers meet the following requirements:

- Network ready (wireless 4G LTE, Wi-Fi (CDMA/EVDO router equivalent or better)

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- Track solar energy production, battery charge/status, energy output, use session data, software/firmware upgrade, etc.
- Charger specific network operating systems (charging session data, usage controls, set pricing, collect fees, reservations, data management, reporting, etc.)
- Utilizes open-source protocol communications (such as Open Charge Point Protocol (OCPP)) and/or provide open connectors to OCPP or similar

After the initial twelve (12) month period, ordering agencies may purchase additional subscription services at the price quoted on Attachment A – Contract Pricing.

Operations & Maintenance, Repair Services, Relocation

Includes photovoltaic (PV) panel cleaning, grease slew drives, check calibration of BeamTrak, check battery charging systems, check settings and performance of inverter. Check overall condition of structure and confirm operations of EV charger. This service is included for the first twelve (12) months after acceptance of unit.

Repair Services are included under warranty for the first twelve (12) months and shall commence on the system delivery and acceptance date. After warranty, repair services and field technicians are available at the discounted hourly rate on Attachment A – Contract Pricing. Replacements for damaged or broken items are available through the Non-Core Catalog, at the published discount rate.

Relocation services are available to move deployed units from one location to another, using a Beam deployment expert, at the discounted hourly rate on Attachment A – Contract Pricing.

Non-Core Catalog Items:

Non-core catalog items are all options available in the Contractor's commercially available catalog, including Integration Services. Non-core catalog items are limited to items within the scope of the EV ARC and are not included as part of the core line items identified in Attachment A – Contract Pricing.

- Integration

The following Integration Services are provided as part of the Non-Core Catalog:

- EVSE Integration

EVSE integration is installation of a customer identified and provided charger that is not available under this contract. The charger will be evaluated to confirm compatibility with the EV ARC system and will be fully integrated into the EV ARC and delivered to customer.

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○ EVSP Integration

Electric Vehicle Service Provider (EVSP) integration includes setup of dashboard and monitoring systems for chargers installed under EVSE Integration.

Non-core catalog items are available for purchase by ordering agencies at a single discount off catalog list price. The Contractor's discount off list price (offered on Attachment 1 – Pricing Workbook, Non-Core Catalog) is applicable to all non-core catalog items purchased.

Non-core items may be offered at a greater discount than the contract discount off list.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to Attachment B, State of California EV ARC Specification Number 6150-5950 dated 2/1/2022.

9. CUSTOMER SERVICE AND TECHNICAL SUPPORT

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within eight (8) working hours after initial contact. The contact may be a documented phone call. When requested, on-site technical support shall be provided within three (3) business days.

Contact	Phone	Email
Customer Service Unit: Davis Nacamu	(858) 201-5477	davis.nacamu@beamforall.com

10. OFFER FORMAT

If requested, the Contractor shall provide an offer to ordering agencies in MS Excel spreadsheet format. Otherwise, Contractor can provide an offer using a format acceptable to the requesting agency. The quote must include the following data elements:

- Contractor letterhead
- Offer/Quote "prepared by" name and contact information
- Offer/Quote number
- Date of Offer/Quote

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- Date of the OEM's publicly available price index (MSRP/MSIP)
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract expiration date
 - Table consisting of:
 - Contract Line Item Number
 - Quantity
 - Core/Non-Core (Y/N)
 - Description of Item
 - Manufacturer's Part Number/SKU
 - MSRP/Index Price
 - Contract Discount
 - Contract Unit Price
 - Extended Price (Quantity x Contract Price)
 - Subtotals of taxable and non-taxable items
 - Rate and calculated tax
 - Applicable fees
 - Grand total

11.PRODUCT SUBSTITUTIONS

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extensions, including upon approved substitution. If specified contract line items are no longer available, Contractor may propose substitute product that meets or exceeds the minimum requirements as identified on the State of California EV ARC Bid Specification Number 6150-5950 dated 2/1/2022.

Product substitution shall be in accordance with the General Provisions (rev 06/08/10), Article 16 entitled "Substitutions".

12.PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI\$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

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- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

13. MINIMUM ORDER

There is no minimum order for this contract.

14. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

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The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
Beam Global 5660 Eastgate Drive San Diego, CA 92121	Phone: *(925) 383-0869*	Email: <u>*Ryan.Ogan@beamforall.com*</u>

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

15.ORDER ACCEPTANCE

The Contractor shall accept orders from any authorized ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

16.ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an order receipt acknowledgement within two (2) working days of receipt. The order receipt confirmation shall include the following information:

- Contractor's order number
- Ordering agency name
- Agency order number (purchase order number)
- Description of goods
- Purchase order total cost
- Anticipated delivery date
- Identification of any out of stock/discontinued items

17.OUT OF STOCK REMEDY

Upon receipt of an order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request a back order
- Cancel the item from the order with no penalty

The Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

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Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

18.DISCONTINUED ITEM REMEDY

Upon receipt of an order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Article 11, Product Substitutions)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

19.DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Deliveries are to be made within the State of California to the location specified on the individual purchase order, which may include, but not limited to parking structures, roofless parking garages, parking lots and rural or commercial locations.

B. Schedule

Delivery of ordered product shall be completed in full within ninety (90) days after receipt of an order (ARO), unless otherwise agreed to by the ordering agency. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each ordering agency for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within twenty-four (24) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

The Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PT.

C. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

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Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

20. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

Delivery for out of state orders will be negotiated with that ordering agency.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

22. PACKING SLIP

Packing slip requirements shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

23. INSTALLATION

Units will be delivered using either Beam Global company trucks and drivers, or by a third party delivery company, to the location identified by the purchasing agency. Once on site, a Beam technician will install the unit at the appropriate location as determined by the agency and technician. Unit will be installed and tested to ensure it is operating properly.

For California State owned buildings only, a permit must be submitted by the ordering agency for each EV ARC purchased.

Submit the permit application to the Office of the State Fire Marshall, under "Other" at:

<https://calfire.govmotus.org/>

The following documents must be uploaded as part of the application:

1. BEAM EV ARC 2020 information document, including battery technology type and battery capacities.
2. DGS EV ARC 2020 Program Guide.
3. A site plan showing the required clearances in 2019 CFC Section 1206 will be provided. The site plan does not require a design professional stamp/signature; the permit is for equipment placement, not construction.

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Once documentation has been uploaded to Govmotus, the project can contact the local DSFM for that facility or the area Supervisor for an over-the-counter/field review and permitting; contact information is available on the OSFM website. Once the equipment has been delivered and placed on site, contact the local DSFM or area Supervisor to request a final inspection.

24. INSPECTION AND ACCEPTANCE

In accordance with the General Provisions, unless otherwise noted in the ordering agency's SOW, rejection of deliverables must be processed within thirty (30) days of delivery or it shall be deemed as accepted by the State.

25. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Beam Global
Contact Name:	Melissa Cisneros	*Ryan Ogan*
Telephone:	(279) 799-4293	*925-383-0869*
Facsimile:	N/A	N/A
Email:	Melissa.Cisneros@dgs.ca.gov	<u>*Ryan.Ogan@beamforall.com*</u>
Address:	DGS/Procurement Division Attn: Melissa Cisneros 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Beam Global Attn: *Ryan Ogan* 5660 Eastgate Drive San Diego, CA 92121

26. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

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27. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

28. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
Beam Global	102-144216

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29.WARRANTY

Hardware is covered under a one (1) year manufacturer's warranty for all system components, commencing on the date of acceptance, and in accordance with General Provisions, Article 19 entitled "Warranty".

30.RECYCLED CONTENT

There is no recycled content associated with this contract.

31.SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

**32.BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)/
CERTIFICATIONS**

The DGS-PD, as the awarding department, has assessed the Contractor certifications, (i.e. Darfur, Russian Sanctions, SB/DVBE, etc.), Bidder Declaration, and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of State required certifications, a Bidder Declaration document, or perform additional CUF analysis. The State department should make a notation of this within their procurement file.

33.ATTACHMENTS

Attachment A – Contract Pricing

Attachment B – State of California Specification EV ARC, Specification Number 6150-5950
dated 2/1/2022