STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION

PURCHASING AUTHORITY PURCHASE ORDER

STD. 65 (Rev. 03/2020)

DATE	AMENDMENT NO.	PURCHASE ORDER NUMBER
03/24/2020		19-PO-00093

AGENCY BILLING CODE	PURCHASING AUTHORITY NO.
030100	

LEVERAGED PROCUREMENT AGREEMENT NUMBER

INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER

SHI TO [redacted]

BILL TO Department of General Services
707 3RD STREET, MS 413
WEST SACRAMENTO, CA 95605

AGENCY OR BUYER INFORMATION

AGENCY TRACKING/REQUISITION NUMBER (Optional)

AGENCY NAME: Department of General Services

CONTACT NAME: Michael Wong

CONTACT E-MAIL ADDRESS: michael.wong@dgs.ca.gov

CONTACT PHONE NUMBER: (916) 441-9619

CONTACT FAX NUMBER:

TO SUPPLIER ADDRESS
Bear Mountain Development Company, LLC
40 Monroe Street
Montgomery, AL 36104

SUPPLIER CONTACT NAME	SUPPLIER PHONE NUMBER	SUPPLIER FAX NUMBER	SUPPLIER E-MAIL ADDRESS
John Warren Godwin	(334) 215-4440		bearmountaindevelopment@gmail.com

PAYMENT TERMS	CERTIFICATION NUMBER			EXPIRATION DATE		EXPIRATION DATE
Net 45		☐ Certified Small Business	☐ Certified Microbusiness		☐ Certified DVBE	

SHIPPING INSTRUCTIONS	REQUIRED DELIVERY DATE				CITY OF ORIGIN	STATE	ZIP CODE
	Apr 30, 2020	☑ F.O.B. Destination FRT. PPD	☐ F.O.B. Destination FRT. PPD/ADD. Freight not to exceed cost stated on P.O.	☐ F.O.B. Origin			

TERMS AND CONDITIONS

A-1 ☑ General Provisions are incorporated herein by reference to:
- ☑ Form GSPD - 401 Non-IT Commodities Revision Date: 6/8/2010 OR ☐ Form GSPD - 401IT Revision Date:
- ☐ Attached OR ☑ Published at: www.dgs.ca.gov/pd

A-2 ☐ This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement Agreement No.) are incorporated herein by reference as if set forth in full text.

B ☐ Agency Special Provisions are attached and titled

C ☑ Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.

TAXABLE SUBTOTAL	
TAX RATE	
SALES TAX	
INSTALLATION	
SHIPPING FREIGHT	
OTHER NON-TAXABLE	$14,500,000.00
GRAND TOTAL	$14,500,000.00

PROCUREMENT METHODS

☐ COMPETITIVE: Solicitation Number(if applicable) ☐ LEVERAGED ☐ DVBE / SMALL BUSINESS [GC 14838.5(a)] ☐ NON-COMPETITIVELY BID ☑ EXEMPT

PROGRAM / CATEGORY (Code / Title)	FUND TITLE	VERIFIED NO STATE SURPLUS AVAILABLE	PAID BY CAL-CARD
Program 99	Service Revolving Fund	☑ YES ☐ NO	☐ YES ☑ NO

ITEM	CHAPTER	STATUTE	FISCAL YEAR	OBJECT OF EXPENDITURE (Code and Title)	
7760-001-0666	23	2019	19/20	5340290 Health and Medical	☑ Original Equipment ☐ Operating Expense

CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified below is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with.

UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER	
ADJUSTMENT INCREASING ENCUMBRANCES	
ADJUSTMENT. DECREASING ENCUMBRANCES	

AUTHORIZING NAME	AUTHORIZING TITLE
Michael Wong	Contracts Administrator

AUTHORIZING SIGNATURE

CERTIFIED CORRECT SIGNATURE

	ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION	CATEGORY	UNIT PRICE	EXTENSION TOTAL
+ -	1	5,000,000	EA	42131606	N/A	Double sided anti fog face shields	NonTaxable	$2.90	$14,500,000.00
+ -									
+ -						*Sales Tax Exempt Per EO N-46-20*			
+ -						*FEMA Special Provisions attached*			
+ -									

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION

PURCHASING AUTHORITY PURCHASE ORDER

STD. 65 (REV. 7/2003)

CONTRACT REGISTRATION NUMBER	AGENCY ORDER NUMBER	AMENDMENT NO.
	19-PO-00093	1
SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.	DATE 03/24/2020	PAGE 1 OF PAGE 1

SHIP TO

[redacted]

BILL TO

CDPH Emergency Preparedness Office
1615 Capitol Ave
Sacramento CA
Attn: Phebe.Lapinig

AGENCY BILLING CODE: 083470

PURCHASING AUTHORITY NUMBER: CDPH-4265

LEVERAGED PROCUREMENT AGREEMENT NO.:

TO SUPPLIER ADDRESS (Type or Print Legibly)

BEAR MOUNTAIN DEVELOPMENT COMPANY, LLC
Attn: John Warren Godwin
40 MONROE STREET
Montgomery, AL 36104

INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER:

AGENCY OR BUYER INFORMATION

AGENCY TRACKING/REQUISITION NUMBER (Optional): 19-PHE-3571

AGENCY NAME: CHHS

CONTACT NAME: Phebe Lapinig

CONTACT E-MAIL ADDRESS: phebe.lapinig@cdph.ca.gov

CONTACT PHONE NUMBER: (916) 650-6450

CONTACT FAX NUMBER: (916) 650-6420

SUPPLIER CONTACT NAME: John Warren Godwin

SUPPLIER PHONE: (334) 215-4440

SUPPLIER FAX NUMBER:

SUPPLIER E-MAIL ADDRESS: bearmountaindevelopment@gmail.com

PAYMENT TERMS: Net 45

CERTIFICATION NUMBER:

☐ Certified Small Business ☐ Certified Microbusiness

EXPIRATION DATE:

☐ Certified DVBE EXPIRATION DATE:

REQUIRED DELIVERY DATE: 04/23/2020

SHIPPING INSTRUCTIONS: ☒ F.O.B. Destination FRT.PPD ☐ F.O.B. Destination FRT.PPD/ADD Freight not to exceed cost stated on P.O. ☐ F.O.B. ORIGIN FRT.COLL.

CITY: STATE: ZIP CODE:

ITEM NUMBER	QUANTITY	UNIT	COMMODITY CODE or PRODUCT CODE or SERVICE ID NUMBER	RECYCLED PRODUCT	PRODUCT OR SERVICES DESCRIPTION	UNIT PRICE	EXTENSION TOTAL
1	6,000,000	EA		NA	DOUBLE SIDED ANTI FOG/ NORMAL SIZED FACE SHIELDS	2.90	14,500,000.00
					Quote#: 2020-10009		
					Emergency - Public Contract Code 1102		
					See Page 3 of PROCLAMATION OF A STATE EMERGENCY, ITEM #3.		
					AMENDMENT #1, DATED 4/11/2020		
					1. FEMA Special Provisions Attached		

TERMS AND CONDITIONS

A-1 ☒ General Provisions are incorporated herein by reference to:
☒ Form GSPD - 401Non-IT Commodities (revision date 06/8/2010) OR ☐ Form GSPD - 401IT (revision date ____)
☐ ATTACHED OR ☒ Published at website: www.dgs.ca.gov/pd

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B ☐ Agency Special Provisions are attached and titled

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TAXABLE SUBTOTAL	14,500,000.00
TAX RATE 7.975% SALES TAX	1,156,375.00
* INSTALLATION	
* SHIPPING/ FREIGHT	
* OTHER NON-TAXABLE	
GRAND TOTAL	15,656,375.00

* NOTE: If there are variable charges for installation, Shipping or Freight, or Other Non-Taxable Services, detail per line item and enter total here.

PROCUREMENT METHOD ☐ COMPETITIVE: Solicitation Number (If applicable) ____
☐ LEVERAGED ☐ DVBE / SMALL BUSINESS [GC 14838.5(a)] ☐ NON-COMPETITIVELY BID ☒ EXEMPT

PROGRAM / CATEGORY (Code and Title)	FUND TITLE	VERIFIED NO STATE SURPLUS AVAILABLE	PAID BY CAL-CARD	RPT
	General	☒ YES ☐ NO	☐ YES ☒ NO	

ITEM	CHAPTER	STATUTE	FISCAL YEAR	(OPTIONAL USE)	OBJECT OF EXPENDITURE (CODE AND TITLE)	
4265-001-0001	23	2019	19/20		5390100	☒ O.E. ☐ EQ.

CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with.

AUTHORIZING NAME (Print or Type): Christine Allre

TITLE: Chief, Purchasing Services Unit

AUTHORIZING SIGNATURE: [signature] 3/23/20

UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER		
ADJUSTMENT INCREASING ENCUMBRANCES		
ADJUSTMENT DECREASING ENCUMBRANCES		

CERTIFIED CORRECT (SIGNATURE):

DISTRIBUTION: Copy 1 - Supplier; Copy 2 - DGS Copy 3 - Packing Slip Copies 4-6 - Agency Procurement File

FEMA PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the

compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

A. ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

C. ***Withholding for unpaid wages and liquidated damages.*** The State of California shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed

by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

D. ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3. CLEAN AIR ACT

A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

B. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. THE FEDERAL WATER POLLUTION CONTROL ACT

A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

B. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION CLAUSE

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the State of California. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

A. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Troy King, Managing Member

Name and Title of Contractor's Authorized Official

Date: 4-8-2020

7. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

A. The Contractor agrees to provide the State of California, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the State of California and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. NO OBLIGATION BY FEDERAL GOVERMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION

PURCHASING AUTHORITY PURCHASE ORDER

STD. 65 (REV. 7/2003)

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SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.	DATE: 03/24/2020	PAGE 1 OF PAGE 1

SHIP TO

[redacted]

BILL TO

CDPH Emergency Preparedness Office
1615 Capitol Ave
Sacramento CA
Attn: Phebe.Lapinig

AGENCY BILLING CODE: 083470

PURCHASING AUTHORITY NUMBER: CDPH-4265

LEVERAGED PROCUREMENT AGREEMENT NO.:

TO SUPPLIER ADDRESS *(Type or Print Legibly)*

BEAR MOUNTAIN DEVELOPMENT COMPANY, LLC
Attn: John Warren Godwin
40 MONROE STREET
Montgomery, AL 36104

INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER:

AGENCY OR BUYER INFORMATION	AGENCY TRACKING/REQUISITION NUMBER (Optional)
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AGENCY NAME: CHHS	CONTACT NAME: Phebe Lapinig
CONTACT E-MAIL ADDRESS: phebe.lapinig@cdph.ca.gov	
CONTACT PHONE NUMBER: (916) 650-6450	CONTACT FAX NUMBER: (916) 650-6420

SUPPLIER CONTACT NAME	SUPPLIER PHONE	SUPPLIER FAX NUMBER	SUPPLIER E-MAIL ADDRESS
John Warren Godwin	(334) 215-4440		bearmountaindevelopment@gmail.com

PAYMENT TERMS	CERTIFICATION NUMBER			EXPIRATION DATE		EXPIRATION DATE
Net 45		☐ Certified Small Business	☐ Certified Microbusiness		☐ Certified DVBE	

REQUIRED DELIVERY DATE	SHIPPING INSTRUCTIONS				CITY	STATE	ZIP CODE
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					Emergency - Public Contract Code 1102		
					See Page 3 of PROCLAMATION OF A STATE EMERGENCY, ITEM #3.		

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* SHIPPING/ FREIGHT	
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PROCUREMENT METHOD ☐ COMPETITIVE: Solicitation Number *(if applicable)* _____
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PROGRAM / CATEGORY (Code and Title)	FUND TITLE	VERIFIED NO STATE SURPLUS AVAILABLE	PAID BY CAL-CARD	RPT
	General	☒ YES ☐ NO	☐ YES ☒ NO	

ITEM	CHAPTER	STATUTE	FISCAL YEAR	(OPTIONAL USE)	OBJECT OF EXPENDITURE (CODE AND TITLE)	
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AUTHORIZING NAME *(Print or Type)*: Christine Allre
TITLE: Chief, Purchasing Services Unit
AUTHORIZING SIGNATURE: [signature] 3/23/20

UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER		
ADJUSTMENT INCREASING ENCUMBRANCES		
ADJUSTMENT DECREASING ENCUMBRANCES		
CERTIFIED CORRECT (SIGNATURE)		

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Bear Mountain Development Company LLC
40 Monroe Street
Montgomery, AL 36104

Quote

Date	Estimate #
3/24/2020	2020-10009

Name / Address	Ship To
California Department of Public Health Sabel Davis 1616 Capitol Avenue Sacramento, California 95814	[redacted]

Project

Description	Qty	Rate	Total
Face Shields & Medical Isolation Masks	5,000,000	2.90	14,500,000.00
Sales Tax	5,000,000	7.975%	1,156,375.00

Terms: Payment Due Upon Delivery, Acceptance, and Approval of the Goods.
Payments must be by wire transfer or ACH.

Total $15,656,375.00

Phone #
334-215-4440