

VANIR CONSTRUCTION MANAGEMENT, INC.
ON BEHALF OF THE
CALIFORNIA PRISON HEALTH CARE RECEIVERSHIP CORPORATION
OFFICE OF THE RECEIVER
REQUEST FOR PROPOSALS
FOR
Medical Equipment and Furnishings
at Avenal State Prison
Proposals DUE: 5:00 PM PST, August 31, 2009

Proposals should be sent via email to:

Ms. Kimberly Bobic
Vanir Construction Management, Inc.
4540 Duckhorn Dr., Suite 300
Sacramento, CA 95834
(805) 249-0911 FAX: (916) 575-8887
kimberly.bobic@vanir.com

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A. INTRODUCTION:

On behalf of the Receiver of the California Department of Corrections and Rehabilitation's ("CDCR") prison medical system, Vanir Construction Management, Inc. ("Vanir CM" or "Program Manager") is requesting proposals from qualified firms to provide Medical Equipment and Furnishings for Avenal State Prison to supplement existing medical equipment needed to outfit four (4) new clinic buildings that are currently under construction and are anticipated to be completed for occupancy later this year.

B. GENERAL INFORMATION:

1. Background. The California Prison Health Care Receivership Corporation ("CPR") provides staff and infrastructure to support the work of the Receiver. As required by federal court order, the Receiver and CPR are undertaking a construction program to upgrade and expand the medical and mental health care facilities of CDCR, including facilities at existing CDCR institutions (the "Upgrade Program"). Further information regarding the conditions underlying the Receivership and the powers and responsibilities of the Receiver can be found on the CPR's website at: <http://www.cphcs.ca.gov>. Vanir CM serves as the program manager for the Upgrade Program. As part of the Receiver's Upgrade Program, Avenal is the second of thirty-three (33) institutions to receive facility improvements and upgrades. Proposals are being requested to support the projects in completion at Avenal State Prison and are critical to delivery of health care services at this site.
2. General Scope. Furnishing, Delivery and Installation of Medical Equipment to Avenal State Prison. Coordination to be facilitated through the on-site Program Manager (Vanir CM).
3. Project Site.

Avenal State Prison (ASP-04)
1 Kings Way
Avenal, CA. 93204
4. Agreement. The awarded contract for Medical Equipment, if any, will be a purchase agreement with CPR, and is expected to be awarded, if at all, as soon as possible after receipt and evaluation of the proposals. A copy of the General Provisions is included in this RFP as **Exhibit C**; the Special Conditions and the State Required Terms and Conditions are attached to, and made a part of, the General Provisions.
5. Security; Access. Delivery and installation will be required within the secure perimeter of Avenal State Prison; security clearances of delivery staff and installers will be required prior to entry. Security clearances can take as long as 10 working days. All materials, tools and equipment will be checked at time of entry into the secure perimeter of each prison and at exit; the selected vendor is responsible for complying with CDCR procedures for vehicles and tool control

when entering and working on State prison property. Refer additionally to the Special Conditions portion of **Exhibit C** as included in this RFP for conditions related to vendor work and activities associated with the contract.

Access to each of the four (4) building areas will be made through the Main Vehicle Sally-port. The proposal shall include a 20% (twenty percent) increase for "stand by" which is estimated and expected for gate/security clearance and access on a daily basis.

C. WORK SCOPE:

1. General Requirements.

- a. Proposal based on the furnishing, delivery and installation of medical equipment, based on equipment list and quantities defined herein. Color options (if applicable) shall be selected by CPR from manufacturer's standard color line.

Medical equipment manufacturer and model numbers as listed and defined herein provide the 'Basis' to establish the requirements and specifications for the piece of equipment and furnishing(s) desired. Alternate manufacturers with equivalent products that meet the established 'Basis' for the requirements and specifications defined will be considered. When alternate manufacturer and model numbers are submitted and included by the respondent in its proposal, the respondent must specify that its proposal includes such proposed alternatives, and additionally provide supporting documentation and cut-sheet of equipment to demonstrate equal product and components that meet or exceed that of the listed equipment or furnishing.

- b. Medical Equipment and Furnishings List and Quantities which form the 'Basis' of the requirements and specifications for each product are included in this RFP in **Exhibit A**.

2. Procurement and Delivery Schedule. Each of the four (4) buildings will be completed in a phased sequence. Medical Equipment shall be delivered and installed in accordance with this schedule. It shall be the responsibility of the successful respondent to coordinate delivery and installation dates for each building with the on-site Program Manager to support the phased occupancy and use of the buildings by Avenal State Prison in the sequence defined. As part of this proposal, respondent shall define its approach to meeting this delivery schedule and how the deliveries will be phased, products managed and/or stored, etc.

| <u>Building:</u> | <u>Start Date:</u> | <u>Installation Duration (Max. period)</u> |
|------------------|--------------------|--|
| Building D: | 9/23/2009 | 14 Calendar days |
| Building B: | 11/04/2009 | 14 Calendar days |
| Building AA: | 11/13/2009 | 14 Calendar days |
| Building AC: | 12/07/2009 | 14 Calendar days |

3. RFP Documents.
 - a. This RFP
 - b. Exhibit A; Medical Equipment and Furnishings List and Quantities
 - c. Exhibit B; Bid Proposal Form
 - d. Exhibit C; General Provisions; Special Conditions; State Required Terms and Conditions.

D. PROPOSAL FORMAT AND CONTENT:

The purpose of the proposal is to provide pricing for the furnishing, delivery and installation of medical equipment and furnishings for Avenal State Prison AND to demonstrate the responding company's ability to expedite the procurement, delivery and installation of its product(s). Selection of a company to provide the necessary work, equipment and services shall be made based on the company's ability to deliver and complete installation in accordance with the timeframes defined by building above, for a competitive price, and in accordance with the evaluation criteria listed herein.

Respondents are advised to adhere to proposal requirements. Failure to comply with the instructions of this RFP may be cause for rejection of proposals.

Program Manager and/or CPR reserve the right to waive any informality in any proposal and/or to reject any or all proposals.

Proposal should be submitted **electronically, via e-mail**, to the contact person identified on the cover page of this RFP. The proposal shall be made in 8½" x 11" format and shall be organized in the following format and include the following items.

1. Cover Letter. A cover letter signed by an officer of the firm submitting the proposal, or signed by another person with authority to act on behalf of and bind the firm. The cover letter must contain a commitment to provide the required equipment and services described in the RFP. The letter should certify that the information contained in the proposal is true and correct. Please also indicate the contact person(s) for the selection process along with contact information, including contact email, telephone and address information.
2. Schedule. Time is of the essence in the procurement, delivery and installation of this work as building construction is underway and occupancy and use is dependent upon installation of these products. Ability of the respondent to meet and coordinate the procurement, delivery and installation in accordance with the schedule defined above in this RFP will be considered in the selection process.

Respondent shall define the following schedule information and approach in its proposal.

- a. Shipment date, delivery date from Notice to Proceed. Listed by building.

b. Installation period. Listed by building.

3. Cost Proposal.

Utilizing the Bid Proposal Form included in this RFP as **Exhibit B**, respondent shall provide the following:

- a. Unit cost for each type of equipment and/or furnishing item being requested by this RFP. The unit cost will be used as a basis for evaluation and, if needed, to adjust the total proposal price accordingly with any quantity revisions made at the time of contract award and issuance of a purchase order, if any.
- b. Total fixed cost to complete the work at Avenal State Prison, including the price of the product(s), delivery and installation. Provide total fixed cost as additionally described below:
- i. Fixed cost should include all costs associated with the work, including, but not limited to the cost of all products, materials, labor, taxes, bonds, insurance, applicable fees and expenses, including shipping, delivery and installation.
 - ii. Costs in addition to the direct product cost (e.g. sales tax, insurance, fees, bonds, installation, etc.) should be individually defined and identified as either a fixed cost or a percentage of the material cost, material and labor cost, etc.
 - iii. The cost of insurance coverage that meets or exceeds the requirements specified in **Exhibit C** shall be reflected in your costs.

4. Manufacturer Product Information. The proposal must indicate that respondent, if selected, will comply with the requirements of **Exhibit A** in supplying the medical equipment and furnishings. If alternate manufacturers and model numbers to those listed in this RFP, are submitted in the respondent's proposal, the respondent shall clearly indicate as such, and shall additionally provide appropriate documentation to demonstrate equivalency of the suggested product(s) (i.e., catalog cuts, specifications, etc.).

5. Proof of Insurance. Provide proof of insurance that meets the requirements detailed in **Exhibit C**, including without limitation those requirements related to limits, certificates of insurance and additional insured endorsements. A contract, if any, will not be awarded without proof of insurance.

E. SELECTION PROCESS:

An Evaluation Committee (the "Committee") will review the submitted Proposals in accordance with the 'Basis' and their requirements and specifications, the RFP submittal

requirements and format and the evaluation criteria set forth below and will, if it is in the best interest of the Receiver to do so, recommend a vendor to the Receiver.

The Receiver will make a final determination and award a contract, if any, to the vendor whose proposal and delivery schedule is most advantageous to the Receiver. The award, if any, will be based on overall "best value" and may not necessarily be granted to the respondent with the lowest priced proposal.

Program Manager and/or CPR reserve the right to seek clarification of information submitted in response to this RFP and/or request additional information during the evaluation process. Program Manager and/or CPR also reserve the right to accept or reject any or all proposals, when it is determined, in the sole discretion of Program Manager and/or CPR to be in the best interest of the Receiver.

CPR reserves the right to assign the Agreement and all services to be performed by the selected firm under the Agreement, including those modified by change order or amendment, to any third party entity, including, but not limited to an agency of the State of California, at CPR's sole discretion.

RFP Schedule:

| | |
|--------------------------------------|-------------------|
| RFP Issued | July 23, 2009 |
| Deadline for questions regarding RFP | August 14, 2009 |
| Responses to questions | August 21, 2009 |
| Proposals due | August 31, 2009 |
| Selection announced (estimated) | September 3, 2009 |
| Estimated start date (NTP) | September 9, 2009 |

F. EVALUATION CRITERIA:

The Committee will review proposals in accordance with the following criteria:

- 1) Capability to deliver products with the requested requirements and specifications within the defined schedule.
- 2) Cost of vendor's product(s).
- 3) Completeness and comprehensiveness of response to this RFP and compliance with the submittal requirements.
- 4) Absence of any relationship that could constitute a conflict of interest or otherwise impede the ability of the respondent to protect the interests of the Receiver.

G. RFP INFORMATION:

1. Modification or Withdrawal of Proposals. Prior to the proposal due date, respondents may modify or withdraw a submitted proposal. Such modifications or withdrawals must be submitted to CPR in writing. Any modification must be clearly identified as such and must be submitted in the same manner as the

original proposal. No modification or withdrawals will be allowed after the proposal due date.

2. No Public Opening. There will be no public opening of responses to this RFP. However, after a contract is awarded, all proposals may be available for public review. CPR makes no guarantee that any or all of a proposal will be kept confidential, even if the proposal is marked "confidential," "proprietary," etc.
3. General Rules.
 - a. Only one proposal will be accepted from any one person, partnership, corporation or other entity.
 - b. Proposals received after the deadline will not be considered.
 - c. This is an RFP, not a work order. All costs associated with a response to this RFP, or negotiating a contract, shall be borne by the respondent.
 - d. CPR's failure to address errors or omissions in the proposal(s) shall not constitute a waiver of any requirement of this RFP.
4. Reservation of Rights. CPR reserves the right to do the following at any time at CPR's discretion:
 - a. Reject any and all proposals, or cancel this RFP.
 - b. Waive or correct any minor or inadvertent defect, irregularity or technical error in any proposal.
 - c. Request that certain or all respondents supplement or modify all or certain aspects of their respective proposals or other materials submitted.
 - d. Procure any products or services specified in this RFP by other means.
 - e. Modify the specifications or requirements in this RFP, or the required contents or format of the proposals prior to the due date.
 - f. Extend the deadlines specified in this RFP, including the deadline for accepting proposals.
 - g. Negotiate with any or none of the respondents.
 - h. Terminate negotiations with a respondent without liability, and negotiate with other respondents.
 - i. Award a contract to any respondent.

H. CONTACT PERSONS:

All correspondence and questions should be directed to:

Ms. Kimberly Bobic
Vanir Construction Management, Inc.
4540 Duckhorn Dr., Suite 300
Sacramento, CA 95834
(805) 249-0911 FAX: (916) 575-8887
kimberly.bobic@vanir.com

Any questions regarding the RFP or its content and requirements should be submitted to Vanir CM in writing. CPR will, at its discretion, respond to questions in an addendum. Any necessary information not included in this RFP that CPR deems necessary and relevant to providing a response to this RFP will also be issued in an addendum. CPR makes no guarantee that all questions submitted will be answered.

Addenda will be sent to all know respondents. If the respondent did not receive this RFP directly from Vanir CM, notify Vanir CM in writing of a request to receive any addenda by Friday, August 14, 2009.

END OF RFP DOCUMENT

EXHIBIT A

MEDICAL EQUIPMENT AND FURNISHINGS LIST AND QUANTITIES

**HEALTHCARE FACILITY IMPROVEMENT PROGRAM
AVENAL STATE PRISON**

Medical Equipment and Furnishings Product List & Quantities

| Equipment Description | Manufacturer | Model # | Product Description | Dimensions | Quantity |
|----------------------------------|----------------------|--|---|---|-----------------|
| AED | Zoll | AED Plus Gold Pckg | Zoll AED Plus Unit w/ 5 year manufacturer warranty. No substitutions as staff are currently using and trained specifically in the use of this unit | - | 7 |
| Backboard | Armstrong Medical | AE-585; Ultraloc Brd w/ pins | 1,100 lbs. weight rating; accommodates attachment of head immobilizer; x-ray compatible; non-metallic pins | Length: 72" Wdth: 16" Thick: 1 3/4" | 3 |
| Backboard Strap System | Armstrong Medical | AE-543, Best Strap System | Complete strap system to immobilize full body with 5 straps for torso/limbs and 2 straps over patient shoulders. Straps close w/ velcro. | - | 3 |
| Cart, Exchange | Blickman | SETC5467 | Exchange/Supply Cart w/ four chrome wire adjustable shelves, wire mesh back screen and seven 6" deep polyethylene totes. Four, 6" swivel casters, one with swivel lock. | Hght: 67" Wdth: 54" Dpth: 54" | 3 |
| Cart, Medication-Correctional | MMI Medication Carts | F3 Model | Capacity for 450 Punch cards in 3 drawers; Lock w/ removable core; spring loaded narcotic box; pullout writing surface; heavy duty caster w/ brake; self closing accuride drawer slides. 6" wheels w/ reinforced base for extreme surfaces and distance | Hght: 43 1/2" Wdth: 28" Dpth: 24 1/2" | 0 |
| Cart, Phlebotomy | Custom Comfort Inc | 770-SC | High density polyethylene, 17 cu. ft of storage w/ 3 deep drawers on glides, large storage compartment | - | 7 |
| Cart, Treatment | Artromick | Standard | High density panels; keyless locking system; slide out shelf; 5 drawers w/ drawer dividers | Hght: 43" Wdth: 31" Dpth: 24" | 26 |
| Chair, Blood Drawing | MarketLab | ML10502 | Heavy-gauge 1.25" steel-welded frame; 400 lb weight capacity; adjustable & flip arm design; seat dimensions: 18"W x 16"D | Wdth: 29" Dpth: 26" | 3 |
| Diagnostic Set, Integrated, Wall | Welch Allyn Inc | 76791 | 67 Integrated Diagnostic System w/ Thermometer; Includes Ophthalmoscopes and Otoscopes with wall transformer, Wall Aneroid, Sure temp thermometer, and small KleenSpec Dispenser. | Hght: 12" Wdth: 6" Lgth: 34" | 26 |
| EKG and EKG Office Cart | GE Healthcare | MAC 1200 plus Resting and MAC 1200 Office Cart | 12-lead electrocardiograph system with comprehensive ECG; 8-1/2x11 paper use; portable; battery power capability; ECG storage option; Modem. | Hght: 3.7" Wdth: 14.5" Dpth: 12.6" | 2 |
| Glove Box Holder, Single | Grainger, #3CWC8 | MBA215 | Glove box holder; metal construction | Hght: 10" Wdth: 3 3/4" Lgth: 5 3/4" | 0 |
| Glove Box Holder, Triple- Wall | Grainger, #3RZP6 | GS-109 | Vertical stainless steel triple glove box dispenser. | Hght: 30" Wdth: 5.5" Dpth: 3.75" | 33 |
| Hamper, Linen | Blickman | 2301SS | Stainless Steel hamper; hands-free loading and unloading with pedal; solid shelf at bottom of hamper; 3 - 3" hard rubber swivel casters | - | 4 |
| Head Immobilization System | Armstrong Medical | AE-1031 | Closed-cell foam immobilizer head pads, attachment base, and two reusable head straps. Metal-free design. Compatible for use with backboard, extrication collars or as stand-alone. | - | 3 |
| Ice Machine | Manitowoc | SN-12A | Countertop nugget ice maker & dispenser; Up to 325 lbs daily ice production; One-handed ice dispense. | Hght: 35" Wdth: 16.25" Dpth: 24" | 0 |

AVENAL STATE PRISON

Medical Equipment and Furnishings Product List & Quantities

| Equipment Description | Manufacturer | Model # | Product Description | Dimensions | Quantity |
|---|------------------------------|--------------------|---|---|-----------------|
| Illuminator, 2-Panel Recessed | Maxant DIV Eleco Inc | TR-402 | Recessed wall mount, 2 panel side by side; 28" x 17" Viewing area; 4000 cd/m2 illumination; 4 lamps per panel; roller gravity film holding; steel construction | Hght: 21.75" Wdth: 28.75" Dpth: 3 3/8" | 0 |
| Narcotic Cabinet, double lock | Health Care Logistics | 3700 | 14 gauge steel construction; double lock, inner & outer door and two adjustable shelves; Double-walled outer door; separate lock on each door; pinned piano hinge; reinforced locking plate and mounting holes. | Hght: 15" Wdth: 12" Dpth: 8" | 4 |
| Refrigerator, ADA- 3.5 Cu. Ft. PYXIS, Auto-De | U-Line Corp | 29R | 3.5 cu. Ft undercounter refrigerator; automatic cycle defrost; tempered glass shelves; energy star | Hght: 29 1/2" Wdth: 20 7/8" Dpth: 23" | 4 |
| Scale, Physician | Detecto Scale Co | 339 | 350 lb capacity X 4 oz; 10 1/2" x 14 1/2" platform size; 59" scale height; 30 - 78 inch height rod. | Hght: 78" Wdth: 17" Dpth: 15" | 7 |
| Sharps Container, Wall- 5 qt | Kendal Corporation | 8508SA | 5 qt clear sharps container; Lid design limits accidental and intentional access to container's contents; allows visual monitoring of container. | Hght: 11" Wdth: 10 3/4" Dpth: 4 3/4" | 33 |
| Shelving, Metal | Equipto Iron Grip; 60 Series | 62W7 | 7-shelf open shelving unit, complete; shelf capacities up to 700 lbs.; units include sway braces for rigidity. | Hght: 84" Wdth: 48" Dpth: 18" | 18 |
| Shelving, Wire - Stainless Steel | Intermetro Industries | Super Erecta Shelf | 6-shelf stainless steel open wire shelving unit, complete, with OSHPD preapproved seismic bolt plate kits; shelves adjustable at 1" intervals. | Hght: 75" Wdth: 48" Dpth: 18" | 11 |
| Stool, chrome 4 leg adjustable exam w/wheels | Blickman | 1111 | Chrome four-leg adjustable exam stool with round foot ring; 15" diameter seat; 3" thk polyfoam padding w/ vinyl upholstery; 2" hard rubber casters. | Hght: 17 1/2" - 27 1/2" Wdth: 15" dia. Dpth: 3" | 0 |
| Stretcher, Procedure | Armstrong Medical | AE-8875P | Heavy duty construction of 1 1/4" 16 gauge steel tubing frame and 20 gauge reinforced steel litter; easy maneuvering with swivel lock and 10" brake casters; 2" hinged conductive litter pad; integral fowler attachment; stainless steel construction; twelve positions; 90 degree fowler adjustment; 3-position chrome side rails; 4 IV rod sockets | Hght: 31" Wdth: 29 1/4" Lgth: 77 1/4" | 0 |
| Table- ADA, Exam, Std Premium Top, 19in low | UMF Power Procedure Table | 4010 | Power upholstered exam table, providing low access. 600 lb weight capacity; Tilt range 20 degrees; electrical 115 VAC, 60 Hz; 2-position kneeler/footstep; articulating head rest. | Hght: 19"-40" Wdth: 27" Dpth: 71.5"-85" | 3 |
| Table, Exam | Midmark | 204-001 | Upholstered exam table. 500 lb weight capacity; extendable foot rest; paper roll; motion range; electric supply 115VAC, 60 Hz. | Hght: 32 1/8" Wdth: 73 3/4" Dpth: 28 1/2" | 15 |
| Waste container dolly; for 44 gal | Rubbermaid Health | 2640 Brute dolly | 5-wheel dolly compatible with Brute #2643 44 gal waste container. Tilt stabilizer integral | Hght: 6 7/8" Wdth: 21" Lgth: 29" | 4 |
| Waste container lids (4 pack); for 44 gal | Rubbermaid Health | 2645-60 Lid | Self-draining lid compatible with Brute #2643 44 gal waste container. Package of 4 lids | Hght: 1 1/2" Diamtr: 24 1/2" | 1 |
| Waste Container, 44 gal | Rubbermaid Health | 2643 Brute | Blue heavy-duty plastic 44 gal. waste container with reinforced rim and built-in handles. Double-ribbed base. | Hght: 31 1/2" Diamtr: 24" | 4 |
| Waste Container, 44 gal Bio-Hazard | Rubbermaid Health | 2643 Brute | Blue heavy-duty plastic 44 gal. waste container with reinforced rim and built-in handles. Double-ribbed base. | Hght: 31 1/2" Diamtr: 24" | 1 |
| Waste Receptacle, 23 gal | Rubbermaid Health | Slim Jim 3540/2674 | Heavy-duty plastic 23 gal. waste container with reinforced rim. | Hght: 30" Wdth: 11" Dpth: 20" | 26 |

AVENAL STATE PRISON**Medical Equipment and Furnishings Product List & Quantities**

| Equipment Description | Manufacturer | Model # | Product Description | Dimensions | Quantity |
|------------------------------------|---------------------|-----------------|---|---|-----------------|
| Waste Receptacle, Bio- Hazard- Med | Rubbermaid Health | 6144R-Biohazard | 12 gal, hands-free heavy duty plastic sanitary waste container. Tight fitting, overlapping lid; Heavy duty pedal for hands-free; accepts liners | Hght: 23 5/8" Wdth: 15 3/4" Dpth: 16 1/4" | 30 |
| Wheelchair | Invacare Corp. | Tracer IV | Heavy duty wheelchair with weight capacity of 350 to 450 lbs. constructed of durable triple chrome-plated carbon steel reinforced frame; dual axle positioning, dual-sealed precision bearings; full length, padded removable conventional arms; swingaway footrest; swingaway elevated legrest | Hght: 19.5" Wdth: varies Dpth: 18 or 20" | 0 |

EXHIBIT B

BID PROPOSAL FORM

BID PROPOSAL FORM

To: Vanir Construction Management, Inc.
4540 Duckhorn Dr., Suite 300
Sacramento, CA 95834
(805) 249-0911 FAX: (916) 575-8887

Attention: Ms. Kimberly Bobic
kimberly.bobic@vanir.com

Respondent's Representations

The undersigned represents that he/she has carefully read and examined all proposal documents included in the RFP for the proposed Work on the project, and that he/she has become familiar with all the conditions related to the proposed Work. If awarded the contract, the undersigned hereby proposes to furnish all labor, tools, material, equipment, services and insurance required to complete all work as described in this RFP and subsequent Purchase Order(s), for the Total Fixed Proposal Price quoted herein, all in accordance with the General Provisions, Special Conditions, State Required Terms and Conditions, and RFP documents. The undersigned further represents that there are no product or specification deviations/alternates proposed other than those listed below.

The Total Fixed Proposal Price is based on a review of the documents listed below. Failure by the respondent to acknowledge receipt of any document could result in the rejection of the proposal.

| DOCUMENTS | SIGNATURE | DATE |
|-------------------------|-----------|-------|
| RFP dated July 23, 2009 | _____ | _____ |
| Exhibit A to RFP | _____ | _____ |
| Exhibit B to RFP | _____ | _____ |
| Exhibit C to RFP | _____ | _____ |
| Addendum No. _____ | _____ | _____ |
| Addendum No. _____ | _____ | _____ |
| Addendum No. _____ | _____ | _____ |

CMAS and State contract pricing may be utilized for this project. If a CMAS or State contract does not exist for one of the manufacturers listed and/or proposed to be furnished under this Proposal, please provide explanation of discount applied, if any.

Existing CMAS contract Yes No
Existing State contract Yes No

HEALTHCARE FACILITIES CAPITAL IMPROVEMENT PLAN
 AVENAL STATE PRISON

Medical Equipment and Furnishings • RFP

[July 23, 2009]

If neither, explanation of discount applied (if any):

Product Costs: Respondent shall provide unit costs for all products described within the RFP even if quantity noted is "0."

| <u>Product:</u> | <u>Manuf.:</u> | <u>Model #:</u> | <u>Unit Cost</u> | <u>Qty</u> | <u>Extended Cost</u> |
|-------------------------------|--|--|------------------|------------|----------------------|
| 1. AED: | _____ | _____ | \$ _____ | x 7 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 2. Backboard: | _____ | _____ | \$ _____ | x 3 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 3. Backboard Strap Syst.: | _____ | _____ | \$ _____ | x 3 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 4. Cart, Exchange: | _____ | _____ | \$ _____ | x 3 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 5. Cart, Medication | _____ | _____ | \$ _____ | x 0 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 6. Cart, Phlebotomy: | _____ | _____ | \$ _____ | x 7 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 7. Cart, Treatment: | _____ | _____ | \$ _____ | x 26 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 8. Chair, Blood Draw: | _____ | _____ | \$ _____ | x 3 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 9. Diagnostic Set: | _____ | _____ | \$ _____ | x 26 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 10. EKG w/ Cart: | _____ | _____ | \$ _____ | x 2 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 11. Glove Box Holder, single: | _____ | _____ | \$ _____ | x 0 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |

HEALTHCARE FACILITIES CAPITAL IMPROVEMENT PLAN
 AVENAL STATE PRISON

Medical Equipment and Furnishings • RFP

[July 23, 2009]

| <u>Product:</u> | <u>Manuf.:</u> | <u>Model #:</u> | <u>Unit Cost</u> | <u>Qty</u> | <u>Extended Cost</u> |
|-------------------------------|--|-------------------------------|--|-------------|----------------------|
| 12. Glove Box Holder, triple: | _____ | _____ | \$ _____ | x 33 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 13. Hamper; Linen: | _____ | _____ | \$ _____ | x 4 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 14. Head Immob. Syst.: | _____ | _____ | \$ _____ | x 3 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 15. Ice Machine: | _____ | _____ | \$ _____ | x 0 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 16. Illuminator, 2-panel: | _____ | _____ | \$ _____ | x 0 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 17. Narcotic Cabinet: | _____ | _____ | \$ _____ | x 4 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 18. Refrigerator: | _____ | _____ | \$ _____ | x 4 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 19. Scale, Physician: | _____ | _____ | \$ _____ | x 7 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 20. Sharps Container: | _____ | _____ | \$ _____ | x 33 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 21. Shelving, Metal: | _____ | _____ | \$ _____ | x 18 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 22. Shelving, Wire: | _____ | _____ | \$ _____ | x 11 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 23. Stool: | _____ | _____ | \$ _____ | x 0 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 24. Stretcher, Procedure: | _____ | _____ | \$ _____ | x 0 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 25. Table, ADA Exam: | _____ | _____ | \$ _____ | x 3 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |

HEALTHCARE FACILITIES CAPITAL IMPROVEMENT PLAN
 AVENAL STATE PRISON

Medical Equipment and Furnishings • RFP

[July 23, 2009]

| <u>Product:</u> | <u>Manuf.:</u> | <u>Model #:</u> | <u>Unit Cost</u> | <u>Qty</u> | <u>Extended Cost</u> |
|--|--|--|------------------|-------------|----------------------|
| 26. Table, Exam: | _____ | _____ | \$ _____ | x 15 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 27. Waste Container dolly: | _____ | _____ | \$ _____ | x 4 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 28. Waste Container lids: | _____ | _____ | \$ _____ | x 1 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 29. Waste Container, 44 gal., standard | _____ | _____ | \$ _____ | x 4 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 30. Waste Container, 44 gal. Bio-hazard | _____ | _____ | \$ _____ | x 1 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 31. Waste Receptacle, 23 gal. | _____ | _____ | \$ _____ | x 26 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 32. Waste Receptacle, Bio-hazard, med. | _____ | _____ | \$ _____ | x 30 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| 33. Wheelchair: | _____ | _____ | \$ _____ | x 0 | \$ _____ |
| Alternate Manuf./Product: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Product Information Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |

| Indirect itemized Costs: | Description: | Cost: |
|---------------------------------|--------------|-------|
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |

HEALTHCARE FACILITIES CAPITAL IMPROVEMENT PLAN
AVENAL STATE PRISON

Medical Equipment and Furnishings • RFP

[July 23, 2009]

Total Fixed Proposal Price: _____ Dollars (\$ _____)

| |
|------------------------------------|
| By _____ (Authorized Signature) |
| Printed/Typed Name: _____ |
| Title: _____ |
| Date: _____ |
| _____ |
| Respondent (company) Name |
| Address: _____ |
| City, State ZIP: _____ |
| Address: _____ |

EXHIBIT C

GENERAL PROVISIONS;
SPECIAL CONDITIONS; STATE REQUIRED TERMS AND CONDITIONS

GENERAL PROVISIONS

1. **DEFINITIONS.** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

a) "Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.

b) "CPR" means the California Prison Health Care Receivership Corp. CPR is the Business Entity that provides staff and infrastructure to assist the Receiver in discharging his court-appointed functions. Further information can be found on the CPR's website at: <http://www.cphcs.ca.gov>.

c) "Contract" or "Agreement" means this contract or agreement (including any purchase order), by whatever name known or in whatever format used.

d) "Goods" (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment.

e) "Program Manager" means the Business Entity engaged by CPR to provide program management services to certain of CPR's capital projects. The Program Manager is identified as such on the cover page of the Agreement.

f) "Receiver" means that person appointed by the United States District Court for the Northern District of California to assume the executive management of the California state prison medical system and raise the level of care up to constitutional standards. The Court has granted the Receiver, among other powers, the authority to exercise all powers vested by law in the Secretary of the California Department of Corrections and Rehabilitation ("CDCR") as they relate to the administration, control, management, operation, and financing of the California state prison medical health care system.

g) "State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

h) "Vendor" means the Business Entity with whom CPR enters into this contract. Vendor shall be synonymous with "supplier", "contractor" or other similar term.

2. **VENDOR'S UNCONDITIONAL ACCEPTANCE.** Vendor's acceptance is limited to the terms and conditions of this Agreement. Commencing performance or making deliveries or any acknowledgment of this Agreement by Vendor shall constitute an acceptance of the terms and conditions of this Agreement by Vendor. CPR is bound only by the terms and conditions of this Agreement notwithstanding any proposals, terms or conditions additional to or different from those accompanying Vendor's performance or acknowledgment. The following are incorporated herein by reference as though set forth in detail: (i) all plans and specifications of the Project applicable to the Goods, services, materials and/or equipment to be furnished or actually furnished hereunder; (ii) the Special Conditions attached hereto as Exhibit 1; and (iii) the State Required Terms and Conditions attached hereto as Exhibit 2.

3. **CHANGES.** Changes will be binding on CPR only if in writing and signed by CPR or its designated representative.

CPR may, by written change order signed by CPR, make any change, including, without limitation, additions or deductions in quantities ordered, changes in the specifications or drawings, or time of delivery.

4. **RIGHT TO TERMINATE; SUSPENSION.**

CPR may terminate or suspend at its convenience all or any portion of this order not shipped as of the date of termination or suspension of the order. Upon receipt of a notice of termination, and except as directed by CPR, Vendor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. Vendor shall:

- i) Stop work as specified in the notice of termination.
- ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- iii) Terminate all subcontracts to the extent they relate to the work terminated.
- iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.

In the event of any change or termination, the parties shall equitably adjust the price based upon good faith negotiations. If the parties cannot agree, the final determination shall be made in accordance with the dispute resolution provisions of this Agreement. However, if

unit prices have been designated as to materials maintained in the normal course of Vendor's business as standard stock, such unit prices shall control all price adjustments for quantity changes.

In the event of a termination for default, CPR may, in addition to all other rights and remedies, purchase substitute items or services elsewhere and hold Vendor liable for any and all excess costs and damages, including attorneys' fees and experts' and consultants' fees actually incurred.

The services of Vendor under this Agreement may be suspended by CPR upon not less than seven (7) days' written notice to Vendor. If the suspension is for more than sixty (60) consecutive days, then when the Project is resumed, Vendor's compensation shall be adjusted to provide for reimbursement of actual, reasonable expenses incurred as a direct result of the interruption and resumption of Vendor's services.

5. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.**

a) If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, contractor agrees to take back any affected goods furnished under this contract, terminate any services supplied to CPR under this contract, and relieve CPR and the State of any further obligation therefor.

b) CPR AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE VENDOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO CPR, SUBJECT TO NORMAL WEAR AND TEAR. CPR FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO VENDOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE VENDOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

6. **FORCE MAJEURE.** Except for defaults of subcontractors at any tier, the Vendor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor. Examples of such causes include, but are not limited to: (i) acts of God or of the public enemy, and (ii) acts of the federal or state government in either its sovereign or contractual capacity.

The financial inability of Vendor or any subcontractor and any default of any of them, without limitation, shall not be deemed conditions beyond Vendor's control. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Vendor and subcontractor, and without the fault or negligence of either, the Vendor shall not be liable for any excess costs for failure to perform.

7. **PAYMENT.** The price specified includes all taxes and duties of any kind levied by federal, state, municipal, or other governmental authorities, which either party is required to pay with respect to the reduction, sale, use or shipment of the materials covered by this Agreement, and all charges for packing, loading, and shipping. If transportation costs are designated as part of the cost to CPR, only actual transportation costs shall be included. Damage to goods in transit shall be charged to Vendor.

Triplicate copies of the invoice shall be sent to CPR at time of shipment. 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 agencies to pay properly submitted, undisputed invoices not more than forty-five (45) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later. Payment terms, unless otherwise noted on the face of this Agreement, shall be 90% within the time frame noted above; remaining 10% together with any fees for start-up, testing, and/or Operation and Maintenance Manuals required by the Contract or typically furnished ("O & Ms"), within the time frame noted above, not to exceed forty-five (45) calendar days after complete performance by Vendor. If no O&Ms are required to be furnished, payment terms shall be 100% within the time frame noted above.

8. **TAXES.** Unless otherwise required by law, CPR and the State of California are exempt from Federal excise taxes. CPR will only pay for any State or local sales or use taxes on the services rendered or goods supplied to CPR pursuant to this contract.

9. **PAYMENT NOT ACCEPTANCE.** Payment on account, in and of itself, does not constitute an approval and acceptance of the materials furnished, or any part thereof. No payment made by CPR under this Agreement shall be construed to be an acceptance by CPR of defective or improper materials.

10. **RISK OF LOSS.** Notwithstanding the terms of shipment, the risk of loss shall pass to CPR only after delivery to the job site or other place designated in writing by CPR, and inspection and acceptance of the materials. Materials that are damaged in

shipping and/or that fail to meet the requirements of this Agreement and the Contract Documents shall be rejected and returned to Vendor at Vendor's expense.

11. TIME; DELIVERY. Time is of the essence of this Agreement. Should delivery for any reason fail to be timely, Vendor shall be liable for all damages suffered by CPR as a result of such failure. Vendor shall strictly adhere to the delivery and completion schedules specified in this contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Vendor delivers in excess of the quantities specified herein, CPR shall not be required to make any payment for the excess goods, and may return them to Vendor at Vendor's expense or utilize any other rights available to CPR at law or in equity.

12. SUBMITTALS/DRAWINGS. Vendor shall prepare and submit all shop drawings, product data, performance information, or other submittals ("Submittals"), according to CPR's schedule; shall specifically identify any deviations in the transmittal document accompanying the Submittal; and shall make any required re-submittal within fourteen (14) calendar days of Vendor's receipt of re-submittal requirements. Final approval of Vendor's Submittals shall not relieve Vendor from responsibilities for unauthorized changes, deviations, omissions or other errors of any sort, or the failure of the materials to comply with the Contract requirements. Vendor shall also timely furnish O & M's, not later than thirty days (30) days prior to delivery of materials covered by this Agreement, or within such time frame as approved in writing by CPR.

13. DEFAULTS. If Vendor fails to perform any of its obligations, CPR shall be entitled to all remedies provided by law. If Vendor becomes insolvent or makes an assignment for the benefit of creditors, or files or becomes subject to receivership or reorganization or bankruptcy proceedings, or becomes involved in labor difficulties, which in CPR's opinion threaten Vendor's ability to perform in a timely manner, or fails to make any delivery in a timely fashion or fails to comply with any provision of this Agreement and correction of the failure is not commenced within forty-eight hours of written request of CPR (and thereafter completed in a reasonably timely manner), CPR, in addition to any other rights or remedies it may have hereunder or at law, may terminate this Agreement upon written notice to Vendor; such termination shall be deemed a termination for default. CPR's failure to notify Vendor of a rejection of nonconforming materials or to specify with particularity any defect in nonconforming materials after rejection or acceptance thereof will not bar CPR from pursuing any remedies for breach which it may otherwise have.

If, after termination for default, it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CPR.

14. WARRANTIES. Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.

All warranties implied by law or usage of trade are incorporated into this Agreement and shall apply to services and materials ordered. Vendor guarantees that the goods and services supplied shall conform to the requirements of this contract (including all descriptions, specifications and drawings made a part hereof), shall be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by CPR, free from defects in design. CPR's approval of designs or specifications furnished by contractor shall not relieve the contractor of its obligations under this warranty.

Vendor further warrants that the goods and services supplied shall be free of defects in workmanship and materials which may develop within (i) the greater of twelve (12) months from Project acceptance or eighteen (18) months from delivery of the materials, or (ii) the period of warranty required by the Project specifications. All warranty work shall be commenced within ten (10) calendar days of written notice, or such shorter period as may be necessary under the circumstances. Vendor shall be responsible for all costs associated with repairing or replacing the materials and all affected work, including removal, freight, in and out, and reinstallation expenses. CPR's remedies pursuant to this paragraph are in addition to, and not a limitation on, all other remedies allowed by law.

15. INDEMNITY. Vendor assumes all risk in furnishing the materials and shall indemnify, hold harmless and defend CPR, the State, Program Manager, and each of their officers, employees, affiliated entities, sureties, insurers, and agents (collectively, "Indemnitees"), against any and all losses, damages, liabilities, judgments, fines, penalties, and claims of any kind whatsoever, including actual attorneys' fees and experts' or consultants' fees, which arise from or relate to the performance or nonperformance of this Agreement including, but not limited to, losses of any materials ordered hereunder, injuries to property and to persons, including death, actual or alleged design defects (if Vendor is providing design services), and actual or alleged infringement of any U.S. or foreign letters patent, copyrights or trademarks. Vendor's obligations under this Section 15, however, shall not extend to losses, damages, liabilities, judgments, fines, penalties, and claims to the extent arising from the active negligence or willful misconduct

of an Indemnitee. The indemnity set forth in this paragraph shall not be limited by the insurance requirements set forth herein, nor shall the insurance provisions be limited by the scope of this indemnity, except as specifically provided in Section 18.

16. APPLICABLE LAW; SUCCESSORS IN INTEREST. The definitions of terms used, interpretation of this Agreement and the rights of all parties hereunder, shall be construed under and governed by the laws of the State of California. Any legal action commenced to enforce, or arising out of, this Agreement shall be venued in Sacramento County. Whenever CPR is not the ultimate consumer of the materials, all rights, benefits and remedies conferred upon CPR hereunder shall accrue and be available to and are for the express benefit of any successors in interest to the materials, including the ultimate consumer of the materials. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.

17. INSURANCE. Vendor agrees to carry (i) Commercial General Liability Insurance covering bodily injuries (including death) and property damage, and (ii) automobile liability insurance covering bodily injuries (including death) and property damage, each with limits of liability not less than \$1,000,000. Vendor further agrees to provide, in accordance with the provisions of Section 3700 of the CA Labor Code, workers' compensation insurance and occupational disease insurance as required by law, and employer's liability insurance with minimum limits of \$1,000,000. The workers compensation policy shall be endorsed to include coverage for USL&H benefits if Vendor's employees work in or about navigable waterways. Vendor shall furnish an insurance certificate evidencing required insurance coverage acceptable to CPR. Upon request by the buyer, Vendor may be required to have CPR shown as an "additional insured" on selected policies. Vendor shall be responsible for any and all deductibles under all policies.

If Vendor is providing design services, Vendor and any design consultant providing design services shall, in addition to any other insurance requirements provided in this Agreement, each provide Professional Liability Insurance, including contractual liability insurance, covering all professional services performed for or on behalf of CPR. The limits of liability shall be no less than \$2,000,000 per claim and in the aggregate, unless specifically agreed otherwise in writing.

18. DESIGN SERVICES. This section shall only apply if Vendor is providing design services under this Agreement. Design services, if any, shall be procured from licensed design professionals retained by Vendor or as permitted by the laws of California. The standard of care for design services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural and engineering professions with particular expertise and experience with the type of structures included in the Project, and practicing under similar conditions at the same time and locality. If the designer is an independent professional, design services shall be procured pursuant to a separate agreement between Vendor and the designer. Vendor shall notify CPR in writing if it intends to change the designer, which shall be subject to CPR's approval. Vendor shall be responsible for coordinating its design with the Project design. Except as expressly agreed upon in advance in writing, all design services shall comply with all applicable building code provisions and any design criteria or specifications supplied by CPR. Any deviation shall be specifically called to CPR's attention and must be agreed to in writing.

The liability of Vendor shall be limited in connection with any and all claims by CPR based upon an alleged design defect, error, omission, or professional negligence in connection with Vendor's performance of the services required by this Agreement and the Project, including claims for damages, attorney's fees, court costs, expert witness fees, and any other damages or expenses, whether alleged in negligence, breach of contract, breach of warranty, or on some alternative legal theory, to the Professional Liability insurance limits specified in Section 17.

19. DISPUTE RESOLUTION. Promptly after identification of a "claim" (a demand for monetary compensation or damages or time extension, arising from or relating to the Project), CPR's and Vendor's designated representatives shall meet and attempt to reach agreement upon a reasonable, compromise resolution of the claim.

If any claim remains unresolved after this attempt, CPR and Vendor agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator within one hundred twenty (120) calendar days after the meeting of the parties' representatives, unless the parties both agree upon a longer period of time. The parties shall share equally the mediator's fee for the mediation. Each party's representative at the mediation shall have full authority to settle the dispute. The mediation shall be subject to California Evidence Code Sections 1115 through 1128. However, if the parties reach a negotiated settlement, such settlement shall be reduced to writing which shall include a waiver of the protection of Evidence Code Sections 1115 through 1128 to the extent necessary to enforce the mediated settlement.

Pending final resolution of a claim, Vendor shall proceed diligently with performance of this Agreement and CPR shall continue to make payments in accordance with the Contract Documents, so long as such payments are not the subject of the particular dispute.

Vendor's failure to diligently proceed in accordance with CPR's instructions shall be considered a material breach of this contract.

If the foregoing procedures cannot resolve the dispute, then the parties may pursue any available legal or equitable remedies, provided that CPR may, at its sole discretion, submit any claim solely between CPR and Vendor where the aggregate amount in controversy is less than or equal to \$100,000 to binding arbitration in accordance with the Construction Industry Dispute Resolution Procedures of the American Arbitration Association then in effect, and may require any or all of the parties to the dispute resolution proceeding to join in said arbitration, whether or not they are in privity of contract with CPR.

All claims must be initiated by written notice.

20. COMPLETE INTEGRATION. This contract, including any documents incorporated herein by reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the contract.

21. SEVERABILITY. Vendor and CPR agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

22. INDEPENDENT CONTRACTOR. Vendor and the agents and employees of Vendor, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of CPR.

23. COMPLIANCE WITH STATUTES AND REGULATIONS. Vendor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Vendor's violation of this provision.

23. VENDOR'S POWER AND AUTHORITY. Vendor warrants that it has full power and authority to grant the rights herein granted and will hold CPR, Program Manager and the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Vendor avers that it will not enter into any arrangement with any third party which might abridge any rights of CPR under this contract.

24. ASSIGNMENT. This contract shall not be assignable by Vendor in whole or in part without the prior written consent of CPR, and any such unpermitted assignment shall be void. CPR may assign this Agreement to (i) the State of California, or (ii) an affiliated entity, as that term is defined in California Corporations Code section 150, at any time and without Vendor's consent. CPR will promptly provide notice to Vendor of any such assignment. For the purpose of this paragraph, CPR will not unreasonably prohibit Vendor from freely assigning its right to payment, provided that Vendor remains responsible for its obligations hereunder.

25. WAIVER OF RIGHTS. Any action or inaction by CPR or the failure of CPR on any occasion, to enforce any right or provision of the contract, shall not be construed to be a waiver by CPR of its rights hereunder and shall not prevent CPR from enforcing such provision or right on any future occasion. The rights and remedies of CPR herein are cumulative and are in addition to any other rights or remedies that CPR may have at law or in equity.

26. ORDER OF PRECEDENCE. In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) these General Provisions, and any amendments thereto;
- b) contract form, i.e., purchase order, etc., and any amendments thereto;
- c) statement of work, including any specifications incorporated by reference herein;
- d) special terms and conditions; and
- e) all other attachments incorporated in the contract by reference.

27. PACKING AND SHIPMENT.

a) All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

- i) show the number of the container and the total number of containers in the shipment; and
- ii) the number of the container in which the packing sheet has been enclosed.

b) All shipments by Vendor or its subcontractors must include packing sheets identifying: CPR's contract number, if any; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.

c) Shipments must be made as specified in this contract, as it may be amended, or otherwise directed in writing by CPR.

28. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by CPR unless expressly included and itemized in the contract.

a) Vendor must strictly follow contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. CPR may permit use of an alternate carrier at no additional cost to CPR with advance written authorization of the buyer.

b) On "F.O.B. Shipping Point" transactions, should any shipments under the contract be received by CPR in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Vendor, on request of CPR, shall at Vendor's own expense assist CPR in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

29. SUBSTITUTIONS. Substitution of goods may not be tendered without advance written consent of CPR. Vendor shall not use any specification in lieu of those contained in the contract without written consent of CPR.

30. INSPECTION, ACCEPTANCE AND REJECTION. Vendor and its subcontractors will provide and maintain a quality assurance system acceptable to CPR covering goods and services under this contract and will tender to CPR only those goods that have been inspected and found to conform to this contract's requirements. Vendor will keep records evidencing inspections and their result, and will make these records available to CPR during contract performance and for three years after final payment. Vendor shall permit CPR to review procedures, practices, processes and related documents to determine the acceptability of Vendor's quality assurance system or other business practices related to performance of the contract.

All goods may be subject to inspection and test by CPR or its authorized representatives.

Vendor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to CPR. Vendor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

All goods to be delivered hereunder may be subject to final inspection, test and acceptance by CPR at destination, notwithstanding any payment or inspection at source.

CPR shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If CPR does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Agreement, of delivery, such goods and services will be deemed to have been accepted. Acceptance shall not be construed to waive any warranty rights that CPR might have at law or by express reservation in this Contract with respect to any nonconformity.

31. SAMPLES. Samples of items may be required by CPR for inspection and specification testing and must be furnished free of expense to CPR. The samples furnished must be identical in all respects to the products bid and/or specified in the contract. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Vendor's expense.

32. SAFETY AND ACCIDENT PREVENTION. In performing work under this contract on State premises, Vendor shall conform to any specific safety requirements contained in the contract or as required by law or regulation. Vendor shall take any additional precautions as CPR or the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this contract in accordance with the default provisions hereof.

33. VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY. The Vendor shall be liable for damages arising out of injury to the person and/or damage to the property of CPR, Program Manager, the State, employees of any of them, persons designated by any of them for training, or any other person(s) other than agents or employees of the Vendor, designated by CPR for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at the Vendor's site or at the State's place of business or at the delivery site, to the extent that the injury or damage arose from or was caused by the fault or negligence of the Vendor.

Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor or its

subcontractors of any tier, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by the Vendor during the contract.

34. NEWLY MANUFACTURED GOODS. All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

35. CONFIDENTIALITY OF DATA. All financial, statistical, personal, technical and other data and information relating to CPR's operation which are designated confidential by CPR and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to CPR. The identification of all such confidential data and information as well as, upon request, CPR's procedural requirements for protection of such data and information from unauthorized use and disclosure, shall be provided by CPR in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by CPR to be adequate for the protection of CPR's confidential information, such methods and procedures may be used, with the written consent of CPR, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.

36. NEWS RELEASES. Unless otherwise exempted, news releases pertaining to this contract shall not be made without prior written approval of CPR or the Program Manager.

37. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY.

a) Contractor shall hold CPR, Program Manager, the State of California, and each of their officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

b) Contractor may be required to furnish a bond to CPR against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

c) Contractor, at its own expense, shall defend any action brought against CPR, Program Manager, or the State to the extent that such action is based upon a claim that the goods or software supplied by the contractor or the operation of such goods pursuant to a current version of contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The contractor shall pay those costs and damages finally awarded against CPR, Program Manager or the State in any such action. Such defense and payment shall be conditioned on the following:

i) That the contractor shall be notified within a reasonable time in writing by CPR, Program Manager or the State of any notice of such claim; and,

ii) That the contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, CPR or the State shall have the option to participate in such action at its own expense.

d) Should the goods or software, or the operation thereof, become, or in the contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, CPR shall permit the contractor at its option and expense either to procure for CPR the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by CPR shall be prevented by injunction, the contractor agrees to take back such goods or software and make every reasonable effort to assist CPR in procuring substitute goods or software. If, in the sole opinion of CPR, the return of such infringing goods or software makes the retention of other goods or software acquired from the contractor under this contract impractical, CPR shall then have the option of terminating such contracts, or applicable portions thereof, without penalty or termination charge. The contractor agrees to take back such goods or software and refund any sums CPR has paid contractor less any reasonable amount for use or damage.

e) The contractor shall have no liability to CPR under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

i) The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by the contractor; or,

ii) The operation of equipment furnished by the contractor under the control of any operating software other than, or in addition to, the current version of contractor-supplied operating software; or

iii) The modification by CPR of the equipment furnished hereunder or of the software; or

iv) The combination or utilization of software furnished hereunder with non-contractor supplied software.

f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

g) The foregoing states the entire liability of the contractor to CPR, Program Manager and the State with respect to infringement of patents, copyrights or trade secrets.

EXHIBIT 1

SPECIAL CONDITIONS

1. Prohibition for Employment of Ex-Offenders

a. Vendor shall not directly or through a subcontractor employ individuals for the prosecution of work under this Agreement that meet any of the following criteria:

- 1) Ex-Offenders on active parole or probation, or who have been on active parole or probation during the last three years preceding their employment.
- 2) Ex-Offenders registered as a sex offender pursuant to Penal Code Section 290.
- 3) Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).

b. Vendor shall only employ ex-offenders with written evidence of satisfactorily completing parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

c. Vendor shall obtain prior written approval from CPR and the Chief of the Office of Substance Abuse Programs (OSAP) to employ ex-offenders in a position that provides direct supervision of inmates/parolees, and who have any conviction for any offense listed in Penal Code Section 667.5(c). An ex-offender whose assigned duties will involve administrative or policy decision-making, accounting procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to CPR, Program Manager, the State or Vendor. Evidence of such bond shall be supplied to CPR and the Chief of OSAP prior to the employment of the ex-offender.

d. In addition, ex-offenders convicted of a Penal Code Section 12022.5 offense for use of a firearm, or for burglary, extortion, or robbery will not necessarily be precluded employment in the In-Prison Substance Abuse Programs (SAPs), Substance Abuse Services Coordination Agencies (SASCA), Female Offender Treatment and Employment Program (FOTEP), and the Parolee Services Networks (PSN). The Chief of OSAP shall review such ex-offenders on a case-by-case basis to determine whether or not the applicant will be approved for employment.

2. Liability for Injury Inflicted by Inmates

Neither CPR, Program Manager, the State, CDCR nor any of their employees will be liable to the agency providing services or its staff for injuries inflicted by inmates or parolees of CDCR. CDCR agrees to disclose to the agency providing services any statement(s) known to CDCR staff made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the agency providing services in disclosing such statement(s) to CDCR.

3. Security Clearance - Fingerprinting

CPR and/or CDCR reserve the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit the agency providing services and/or its employee's access to CDCR premises. CPR further reserves the right to terminate the Agreement should a threat to security be determined.

4. Notification of Personnel Changes

Vendor must notify CPR and CDCR, in writing, of any changes to those personnel allowed access to CDCR premises for the purpose of providing services under this Agreement. In addition, Vendor must recover and return any CDCR-issued identification card provided to its employee(s) upon their departure or termination.

5. Blood borne Pathogens

Vendor shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood-borne pathogens.

6. Tuberculosis (TB) Testing

Prior to the commencement of work, Vendor's employees assigned to work with inmates in confined quarters more than once a week shall be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR.

To confirm Vendor's employees have been examined and found free of TB in an infectious state, Vendor shall furnish form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to commencement of services under this Agreement and annually thereafter or upon request by CPR and/or CDCR.

Neither CPR nor CDCR shall have liability to reimburse Vendor for any costs associated with the TB testing whatsoever.

7. Rules of Conduct

Individuals who are not employees of CDCR, but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, shall be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this Agreement Vendor agrees that if the provisions of the Agreement require Vendor to enter an institution/facility or camp, Vendor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

a. Vendor, Vendor's employee and subcontractors engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior regarding associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

b. CDCR has a "NO HOSTAGE" bargaining policy and all prison inmates, visitors, employees and contractor's employees.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288

d. Persons may be barred from entering an institution/facility or camp, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)

e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289

f. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 573.6 and 4574

g. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177.

8. Clothing Restrictions

While on institution grounds, Vendor and all of its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, jumpsuits that are orange, red, yellow, white or chartreuse, and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Vendor shall contact the institution regarding clothing restrictions prior to requiring access to the institution to ensure Vendor and Vendor's employees are in compliance.

9. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

10. Security Regulations

Unless otherwise directed by the entrance gate officer and/or the Program Manager, the agency providing services, its employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. The agency providing services, its employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

Any equipment owned by CPR, CDCR or the agency providing services and used for the provision of services under this Agreement, shall be rendered temporarily inoperative by the agency providing services when not in use by locking or other means unless specified otherwise.

In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and the agency providing services must furnish keys to institutional authorities to access all locked areas on the worksite. Neither CPR nor CDCR shall in no way be responsible for loss due to fire.

Due to security procedures, the agency providing services, its employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the agency providing services.

The agency providing services, its employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.

Electronic and communicative devices such as pagers, cell phones and cameras/micro-cameras are not permitted on institution grounds.

The agency providing services, its employees and subcontractors shall not cause undue interference with the operations of the institution.

No picketing is allowed on State property.

11. Gate Clearance

The agency providing services and its employee(s) and/or subcontractor(s) must be cleared prior to providing services. The agency providing services will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Program Manager or designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state-issued driver's license or photo identification card on their person.

END OF EXHIBIT

EXHIBIT 2

STATE REQUIRED TERMS AND CONDITIONS

1. AUDIT: Vendor agrees that the California Prison Health Care Receivership ("CPR"), the State of California, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of CPR or the State to audit records and interview staff in any subcontract agreement related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896.)

2. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Vendor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Vendor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Vendor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full, and Vendor hereby certifies that it has, unless exempted, complied with these nondiscrimination program requirements. Vendor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Vendor shall include the nondiscrimination and compliance provisions of this clause in all subcontractor agreements to perform work under the Agreement.

3. ANTITRUST CLAIMS: The Vendor agrees that if this Agreement was awarded by means of a competitive bid, the Vendor shall comply with the requirements of the Government Codes Sections set out below.

a) For the purpose of this Section 3:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by CPR or the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means CPR or the State or the subdivision or agency making a public purchase. (Government Code Section 4550.)

b) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Government Code Section 4552.)

c) If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Government Code Section 4553.)

d) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

4. CHILD SUPPORT COMPLIANCE ACT: If this Agreement is in excess of \$100,000, Vendor acknowledges in accordance with Public Contract Code 7110, that:

a) Vendor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) Vendor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

5. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, Vendor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

6. DRUG-FREE WORKPLACE REQUIREMENTS: Vendor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c) Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and, 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Vendor may be ineligible for award of any future CPR or State agreements if CPR or the State determine that any of the following has occurred: Vendor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

7. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Vendor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Vendor within the immediately preceding two-year period because of Vendor's failure to comply with an order of a Federal court, which orders Vendor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296.) (Not applicable to public entities.)

8. DOMESTIC PARTNERS: For contracts over \$100,000, Vendor certifies that Vendor is in compliance with Public Contract Code Section 10295.3.

9. CONFLICT OF INTEREST/STATE OFFICERS OR EMPLOYEES: Vendor acknowledges its awareness of the following provisions regarding current or former state employees:

a) No state officer or employee may engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment. (Pub. Contract Code § 10410.)

b) No state officer or employee may contract on his or her own behalf as an independent Vendor with any state agency to provide goods or services. (Pub. Contract Code § 10410.) c. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency. (Pub. Contract Code §10411.)

c) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. (Pub. Contract Code §10411.)

10. LABOR CODE/WORKERS' COMPENSATION: Vendor acknowledges its awareness of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with law, and Vendor agrees to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700.) Prior to performing any work, Vendor shall sign and file the certification required by Labor Code Section 1861.

11. AMERICANS WITH DISABILITIES ACT: Vendor certifies that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

12. AIR OR WATER POLLUTION VIOLATION: Vendor agrees that it shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

13. TRENCHING: If the Contract Price exceeds \$25,000 and involves the excavation of any trench(es) five feet or more in depth, the Vendor shall submit to CPR or its designated engineer, in advance of excavation, a detailed plan showing design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. (Labor Code Sections 6705.)

14. OTHER REQUIRED LABOR CODE CITATIONS:

a) Prevailing Wages; Certified Payrolls. The project is subject to State prevailing wage and certified payroll requirements, and Vendor shall comply with the requirements of Labor Code Sections 1774 through 1776. Vendor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the principal office of the Program Manager (on behalf of CPR) and shall be made available to any interested party upon request.

b) Eight Hour Work Day. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Vendor and any subcontractor or supplier employed under this Agreement shall conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

c) Apprentices. Vendor and its subcontractors and subcontractors shall comply with the requirements of Labor Code Section 1777.5 regarding employment of apprentices on the project.

d) Recitations in Subcontracts. In its subcontracts, Vendor shall be required to recite the following provisions of the Labor Code: Sections 1771, 1775, 1776, 1777.5, and 1815.