

REQUEST FOR PROPOSAL FOR PERSONAL PROTECTION EQUIPMENT (PPE) PRODUCTS

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1110



Publication date	July 20, 2020
Product or service	Personal Protection Equipment (PPE) Products
RFP #	EQ-072020-01
Proposal due date	August 5, 2020, 2 pm CT
Proposal submittal location	https://region10.bonfirehub.com/portal/?tab=login
Principle contract officer	Ms. Sue Hayes Chief Financial Officer
Public opening location	Region 10 ESC 400 E. Spring Valley Rd. Richardson, TX 75081

Education Service Center, Region 10 (“Region 10 ESC”) is seeking proposals for the procurement of Personal Protection Equipment (PPE) Products. Responses will be accepted until (enter time and date). All times are Central Standard Time.

In general, Coop members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on Deviation Statement & Signature Page and will be considered.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. The Board of Directors also reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single national supplier will be given for vendors who respond with value that separates the vendor from other respondents within the competitive range.

LEAD AGENCY AGREEMENT

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Lead Agency Agreement for Personal Protection Equipment (PPE) Products for use by public agencies supported under this contract. Region 10 ESC, as the Lead Agency, as defined in Attachment A, has come together with the Equalis Group to make the resultant contract (also known as the “Lead Agency Agreement”) from this Request for Proposal available to other public agencies not only locally, but also nationally, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization (“Public Agencies”), for the public benefit through the Equalis Group’s cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Lead Agency Agreement.

Access to the Lead Agency Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group’s cooperative purchasing program. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor (“Supplier”) that promotes the successful vendors’ products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to multiple competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Equalis Group documents (Attachment A).

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

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Date

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Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 10 Education Service Center

Region 10 Education Service Center (“Region 10 ESC” herein “Lead Agency”) on behalf of itself and, potentially, all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agencies”) solicits proposals from qualified Respondents to enter into a Vendor Contract (“contract”) for the goods or services solicited in this invitation.

Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

II. What is the role of Equalis Group

Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the participating member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

III. Purpose of Region 10 ESC

The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10’s intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

IV. Customer Service

1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.
3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

Products and Services Covered:

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of Personal Protective Equipment (PPE) Products. Products being sought in this Request for Proposals include:

- N95 Respirator Masks
- Surgical Face Masks
- Face Shields
- Latex/Nitrile Gloves
- Safety Glasses/Goggles
- Aprons and Smocks
- Hand Sanitizer (at least 60% alcohol)
- Hand Soap
- Soap and Sanitizer Dispensers
- Electrostatic Sprayers
- Disinfectants listed on the EPA's List N (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>)
- Touchless Screening Thermometers
- Paper Towels and Tissues

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means Region 10 in its capacity as the government entity advertising, soliciting, evaluating and awarding the contract.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Respondent: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Equalis Group or Region 10 ESC.

D. GENERAL TERMS AND INSTRUCTIONS TO RESPONDENTS

SUBMISSION FORMAT AND COMMUNICATION

It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

- I. **Response Submission:** All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

Sealed responses may be submitted on any or all items, unless stated otherwise. Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the participants in Region 10 ESC and to waive any informality in the proposal process. Participating agency or entity also reserves the right to cancel solicitation and reject any or all proposals if it is advantageous to the school district.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Appendix F, Doc #17).

- II. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested. Responses should be consolidated into one PDF file for the RFP response, one PDF file for the Attachment A (Equalis Group Exhibits) response and one Excel file for the Attachment B (pricing) response.
- III. **Time for receiving proposals:** Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.
- IV. **Inquiries and/or discrepancies:** Questions regarding this solicitation must be submitted [in](#) the Bonfire procurement application. All questions and answers will be posted to [the Bonfire procurement application](#). Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.
- V. **Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of

Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;

Communications between any director and any member of a selection or evaluation committee; and

Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

1. Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
2. Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives.

Communication with any employee of Equalis Group

VI. **Addenda:** if required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

VII. **Calendar of events (subject to change):**

<u>Event</u>	<u>Date:</u>
Issue RFP	07/20/2020
Deadline for questions	07/28/2020
Issue Addendum/a (if required)	07/29/2020
Proposal Due Date	08/05/2020
Approval from Region 10 ESC	08/19/2020
Contract Effective Date	08/20/2020

CONDITIONS OF SUBMITTING PROPOSALS

VIII. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

IX. **Withdrawal of proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days

from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

- X. **Clarifications:** Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Respondents' proposals or prices.
- XI. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.
- XII. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

- XIII. **Quality of Materials or Services:** Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

- XIV. **Samples:** Upon request, samples shall be furnished to Region 10 ESC free of cost within seven (7) days after receiving notice of such request. By submitting the proposal Respondent certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Submissions may be rejected for failing to submit samples as requested.

- XV. **Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.
- XVI. **Change Orders:** The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.
- XVII. **Manufacturer's Representative:** Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.
- XVIII. **Formation of Contract:** A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.
- XIX. **Estimated Quantities:** Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The annual volume for this contract is estimated to be over \$5 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.
- XX. **Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.
- XXI. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

- XXII. **Award or rejection of proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the lowest cost and most responsible to participating agencies, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

XXIII. **Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

1. All products and services available
2. Pricing for all available products and services
3. Pricing for warranties on all products and services
4. Ability of Customers to verify that they received contract pricing
5. Payment methods
6. Other factors relevant to this section as submitted by the Respondent

Performance Capability (30 Points)

1. Ability to deliver products and services nationally
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Respondent's safety record
15. Instructional materials
16. Other factors relevant to this section as submitted by the Respondent

Qualification and Experience (20 Points)

1. Respondent reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 10 ESC and/or Region 10 ESC members
4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 3 customer references relating to the products and services within this RFP
10. Certifications in the Industry
11. Company profile and capabilities
12. Other factors relevant to this section as submitted by the Respondent

Value Add (10 Points)

1. Plan for shortening lead times for products
2. Marketing plan and capability
3. Sales force training
4. Other factors relevant to this section as submitted by the Respondent

XXIV. **Competitive Range:** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXV. **Evaluation:** A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

XXVI. **Past Performance:** A vendor's performance and actions under previously awarded contracts regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

XXVII. **Taxes (State of AZ Respondents only):** All applicable taxes in the offer will be considered by the School District/public entity when determining the lowest proposal or evaluating proposals, except when a responsive Respondent which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Respondents in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

PROTEST OF NON-AWARD

XXVIII. **Protest Procedure:** Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with *Ms. Sue Hayes at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081*. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <https://pol.tasb.org/Policy/Code/374?filter=EF>, and it must be on a form provided by Region 10 ESC, which will include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
5. Any protest review and action shall be considered final with no further formalities being considered.

NON-COLLUSION, EMPLOYMENT AND SERVICES

XXIX. **By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:**

6. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and

7. ☐ It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

LIMITATION OF LIABILITY

XXX. **Waiver:** BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXI. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

Appendix A: QUESTIONNAIRE

COMPANY PROFILE

1. What is your company's official registered name?
2. What is your company's Dun & Bradstreet (D&B) number?
3. What is/are your corporate office location(s)?
4. Please provide a brief history of your company, including the year it was established.
5. Who is your competition in the marketplace?
6. What are your overall annual sales for last three (3) years?
7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?
8. What is your strategy to increase market share in the public sector?
9. What differentiates your company from competitors in the public sector?
10. Please provide your company's environmental policy and/or sustainability initiative.
11. **Diversity program** - Do you currently have a diversity program or any diversity partners that you do business with?
 Yes
 No
 - a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?
 Yes
 No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)
 - b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)
12. **Diversity Vendor Certification Participation** - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise
 Respondent certifies that this firm is an MWBE Yes No
 List certifying agency: _____
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 Respondent certifies that this firm is a SBE or DBE Yes No
 List certifying agency: Perdi certification of the city of o to
- c. Disabled Veterans Business Enterprise (DVBE)
 Respondent certifies that this firm is an DVBE Yes No
 List certifying agency: _____
- d. Historically Underutilized Businesses (HUB)
 Respondent certifies that this firm is an HUB Yes No
 List certifying agency: _____
- e. Historically Underutilized Business Zone Enterprise (HUBZone)
 Respondent certifies that this firm is an HUBZone Yes No
 List certifying agency: _____
- f. Other
 Respondent certifies that this firm is a recognized diversity certificate holder Yes No
 List certifying agency: Minority enterprise certification of the city of o to

PRODUCTS/PRICING OFFERED:

13. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections? Yes No
14. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?
 Yes No
 (If answer is no, attach a statement detailing how pricing for participants would be calculated.)
15. Does pricing submitted include the required administrative fee?
 Yes No
16. Define your standard terms of payment et cetera
17. Are all shipping costs freight pre-paid FOB destination? If not, are shipping costs clearly listed Attachment B: Pricing? Yes No they are pre paid O de ti o

PERFORMANCE CAPABILITIES:

18. States Covered - Respondent must indicate any and all states where products and services are being offered.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> California | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |

All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | | |
|--|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Federated States of
Micronesia | <input type="checkbox"/> Northern Marina
Islands | |
| <input type="checkbox"/> Guam | <input type="checkbox"/> Puerto Rico | |

19. List the number and location of offices, or service centers for all states being proposed in solicitation.
 See attached proposal

20. Distribution Channel: Which best describes your company's position in the distribution channel:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other |

21. Provide your current expected lead times for all products being offered in the contract. Describe what steps your company is taking to keep these lead times as short as possible.

See attached proposal

22. Describe steps your organization is taking to ensure your products meet the proper specifications and are not counterfeit or grey market items?

See attached proposal

23. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

See attached proposal

24. Provide your safety record, safety rating, EMR and worker's compensation rate where available

Other information requested or ratio of safety record of employees

25. Describe the capacity of your company to report monthly sales through this agreement.
 e a e t c a p a r i t y t o p r o v i d e m o n t h y a g e n e r e p o r t e e a t t a c e d p r o p o a t
26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
 e a e t c a p a r i t y t o p r o v i d e m a n a g e m e n t r e p o r t e e a t t a c e d p r o p o a t

QUALIFICATION AND EXPERIENCE:

27. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact

Contact Person: Yiyi "Cece" Li

Title: Co-Order Manager

Company: Co-edica

Address: 1000 Broadway Pl

City: Manoa State: Tx Zip: 73102

Phone: 7146611111 Fax: 7146611111

Email: cece@co-edica.com

Account Manager / Sales Lead

Contact Person: Yiyi "Cece" Li

Title: Co-Order Manager

Company: Co-edica

Address: 1000 Broadway Pl

City: Manoa State: Tx Zip: 73102

Phone: 7146611111 Fax: 7146611111

Email: cece@co-edica.com

Contract Management (if different than the Sales Lead)

Contact Person: Andrea Alford

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Marketing

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

28. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name
Contact Name and Title
City and State
Phone Number
Years Served
Description of Services
Annual Volume

29. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

30. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
 See proposal
31. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.
 See proposal
32. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
 See application
33. Felony Conviction Notice – Please check applicable box:
- A publicly held corporation; therefore, this reporting requirement is not applicable
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony.
- *If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

VALUE ADD:

34. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:
- a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
 - i. Equalis Group and Region 10 ESC Logo
 - ii. Link to Equalis Group and Region 10 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
 - h. Announcement within your firm, including training of the agreement with your national sales force
- See proposal

i. Marketing the agreement to new and existing government customers

35. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes No

36. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

\$ in year one

\$ in year two

\$ in year three

37. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

See proposal

Performance Capabilities:

A. Project Scope Statement:

In this project, we, Gnomedica LLC (supplier) will produce and deliver qualified personal protective equipment (PPE) – namely, **disposable 3-ply face masks, KN95 masks (civilian grade), and face shields** – to ESC Region 10 (client) and all school districts under its cooperative of aggregate purchasers, for the full 1-year contract duration period. Gnomedica is a small, minority-owned organization founded by two recent Princeton University graduates who work closely with their family-owned-and-operated original manufacturer of personal protective equipment. In accordance with the articulated scope of the RFP, the proposal enclosed herein also serves as a firm, fixed-price agreement between Gnomedica and every participating school/school district, for which we can supply on an ad-hoc, as-needed basis as communicated through purchasing orders transmitted from individual agencies, in an expeditious manner consistent with their expectations. As a complimentary service, we expect to compile and deliver performance report-outs and pertinent supply-chain insight summaries to program leaders at ESC Region 10, at least with a monthly frequency.

B. Scope of Work and Technical Approaches:

Our Approach: With our vertically integrated supply chain from manufacturing to logistics, we will utilize our family-run manufacturer, US inventory, and warehousing capabilities to supply orders of any quantities of 3-ply face masks, civilian-grade KN95s, and reusable PET face shields rigorously validated against international standards. We will work directly with individual school/school district for fulfillment of orders.

Product Descriptions: *All original laboratory reports/detailed specification sheets are attached.*

Disposable Face Masks:

Standards Met:

- >99% PFE with 0.1 μm particles per ASTM F2299.
- >99% BFE per ASTM F2101-19 and EN 14683:2013.
- Class 1 Flammability Rating per 16 CFR Part 1610
- GB/T 32610-2016: Technical Specification of Daily Protective Mask

Summary:

Our disposable face masks are made from a 3-ply construction, consisting of a melt-blown polypropylene filtration media sandwiched between two layers of polypropylene spun-bond fabric. Our raw materials offer industry-leading particle and bacterial filtration efficiencies in excess of 99%, as **assessed and validated by Nelson Laboratories**. All masks come with an adjustable nose piece as well.

Children's face masks: Our children's disposable face masks are made from the same 3-ply material as our adult disposable face masks. However, they are cut just a little smaller (to 5.5"X3.75") to fit elementary-aged children. All masks have an adjustable nosepiece as well and can come with colorful cartoons printed directly on the mask. We have the ability to offer custom-designed masks as well.



Disposable KN-95 Masks:

Standards Met:

- GB2626-2006: Respiratory protective equipment - Non-powered air-purifying particle respirator
- REACH Regulation (EC) No: 1907 – TUV Biosafety assessment against 200+ compounds

Summary:

Our KN95 Disposable “Fits-all” Respirators meet China’s GB2626-2006 Standard for air-purifying respirators, offering least 95% PFE. The unique “fits-all” design lives up to its name, fitting almost all adults with hat sizes from small (50 cm head circumference) to extra-large (54 cm head circumference). They come directly from our factories in a sealed package, and every mask has ear-loops and an adjustable nosepiece.

Reusable Face Shields:

Standards Met:

- GB14866-2006: Specifications for personal eye protectors

Summary:

Our face shields are one size fits all and are designed to offer liquid splash protection. Coverage begins at the forehead and extends to below the chin. They come disassembled consisting of a plastic shield, adhesive foam headrest, and rubber band, with 10 of each per pack. Assembly can be done in less than a minute with no tools required; parts just stick and snap together. These face shields may be reused by wiping the shield with a gentle detergent, lens-cleaning wipe, or alcohol wipe.

Key organization capabilities:

- I. Manufacturing:** A key attribute that distinguishes Gnomedica from its peers in the PPE distribution network lies in our integration with our *family-owned, family-run original manufacturer* of polypropylene-based PPE: Zhongshan Haochen Worker’s Safety Supplies & Equipment.

Located in approximately 50 miles from major seaports in Shenzhen and Hong Kong, Haochen Work Safety Supplies & Equipment, with its facilities spanning more than 20,000 square feet, is committed to supplying communities near and far with accessible, reliable,

and affordable protective gear rigorously validated against domestic and international standards.

Established in 2002 as a components-manufacturer for a diverse array of medical devices, in response to the COVID-19 pandemic, our family's facilities scaled rapidly to meet the pressing demand for protective gear first regionally, then globally. Equipped with microbial, ethylene oxide and ozone sterilization and disinfection capabilities, our workshops are designed to eliminate contamination and maximize product integrity. As of March 20th, 2020, with our 150-strong operators and technicians, we bolstered our manufacturing capacity to support 15 simultaneous production lines outputting more than 500,000 disposable face masks and 25,000 face shields per day for export. To preclude disruptions in the raw-materials supply chain and improve vertical integration, we also procured two original production lines for melt-blown filter fabric and entered a purchase agreement with Sinopec for spun-bound polypropylene sheets.

Several advantages emerge from this vertical integration, including, but not limited to:

- **Price-point competitiveness:** The quotes we offer reflect ex-factory rates that are typically substantially lower than B2C market prices.
- **No min/max order quantities:** Our organization does not impose minimum or maximum order requirements and have fulfilled orders as small as 50 masks.
- **Streamlined production and reduced delivery lead-time:** For bulk orders (described in Section 3), we can commence production segments within the hour of the purchasing party's confirmation.
- **Continuous oversight and quality control:** Aside from a unit dedicated to product inspection, our family and our plant managers exercise meticulous oversight to ensure sanitation, calibration and best assembly-line practices at every hour of operation. A key attribute also rests in our ability to swiftly and agilely respond to needs for correction, including those made by our clients.

Statement on quality control protections against grey market items:

All masks and shields we've supplied to entities in the United States came directly from Zhongshan Haochen; we do not source from additional brokers, distributors, or third-party manufacturers claiming to sell comparable products. When it comes to supplying our education community, we take an abundance of caution to deliver only products for which we can exercise full oversight. Our family-run manufacturer quality checks all masks on a per-box (50 masks/box) basis. Additionally, as required by the Chinese Customs and Clearance Administration (CCCA), prior to international export, all PPE items are screened on a simple-random-sample basis by quality inspection authorities assigned to specific sea/airports.

For this potential partnership with ESC Region 10 and its school/school districts, when it comes to bulk orders, Gnomedica will work in lockstep with our family-run manufacturer, Zhongshan Haochen to produce as many units as needed over the course of the year.

- II. Logistics:** When it comes to emergency response, we deeply appreciate the criticality of a seamless logistics line. To that extent, we will keep a readily available inventory – with the quantities specified in Section C – in the U.S. to provide a stock-and-release option for ESC Region 10 and its school/school districts nationwide. Additionally, we've established strong relationships with freight, customs brokerage, warehousing & 3PL, and courier service partners to ensure goods are always delivered in an expedited manner, across the nation. We do not pass on additional charges for shipping or warehousing costs; all prices provided in Attachment B are FOB destination, all-inclusive. Here's an outline of our logistics capabilities for orders at different scales:

For bulk orders directly shipped from our plants in Zhongshan, our partnership with FedEx China (air freight) and Ocean Network Express (ocean freight) allow our goods to be delivered in 30 to 40 days anywhere in continental U.S.

For large orders below certain quantities (see Section C), we will utilize our warehousing and 3PL capabilities with AVID Logistics, based in Gardena, California (within the Los Angeles metropolis) to ensure delivery of goods 7-10 calendar days after order. In conjunction with AVID Logistics, we can accommodate specific packaging requirements as requested by individual school/school districts.

For smaller orders (see Section C), in addition to our inventory in Houston, TX, we will collaborate with our network of distribution partners based in New York City, NY, Washington DC, and Phoenix, AZ, and San Francisco, CA, to draw from local inventories for expedited delivery of smaller shipments within 3-5 days.

In each of the three scenarios, we fully anticipate receiving and processing orders from individual school/school districts (including those in ESC Region 10) and address any concerns that arise with each entity.

III. Client Support: Even as the PPE market becomes increasingly transactional in nature, at Gnomedica, we firmly believe in the principle of providing accessible, transparent, and committed customer-first service to our clients, especially those in the public service sector. To this end, we've dedicated both human and technical resources to ensure expedient, comprehensive support for potential feedback and concerns.

- **Customer-first service:** The owners of Gnomedica (Weimen and Jessica Li) are always available at all hours and days by phone and text to address all questions. If selected as a winner for this bid, we will look into recruiting additional personnel specifically designated to provide client services for ESC Region 10 and all of its school/school districts by phone and email. We fully anticipate receiving purchase orders and providing information/consultations as necessary from individual school/school districts.
- **Mobile friendly online portal:** If helpful, provided our extensive industry experience in software engineering and architecture, our team is happy to construct an online, mobile-friendly ordering portal on our existing website (www.gnomedica.com) for members of this purchasing cooperative at no additional charge. The portal can carry branding specific to the cooperative led by ESC Region 10 and will offer around-the-clock access, navigability, and expediency for orders of face masks and face shields at smaller quantities. Users can also track their order status – including delivery progress - through this online portal, and submit non-time sensitive questions. As a complimentary service, we can also set up a log-in system with all requested member registrations screened by ESC Region 10.
- **Electronic & paper invoicing:** Members of Gnomedica will always generate both electronic (via our website portal) and paper invoices for purchasers' review, within 3 business days of delivery of goods. As a part of our sustainability initiative, we will provide buyers the option to go paperless and view bills exclusively through the portal.

- Monthly Report-Outs:** To help facilitate record-keeping and potential assessments of ongoing programs in the purchasing cooperative, we will compile and provide performance report-outs on a monthly basis of all orders received from school/school districts under this program led by ESC Region 10. The report-out will detail purchasing entities, volumes, delivery times, and any additional requirements articulated. We will also draw any insights pertinent to demand trends and supply chain intelligence. As a part of the monthly report-outs, all feedback for our service is very welcome.

C. Product delivery ability

Proposed Delivery Timeframe:

Order Quantity per order	Point of Access to Product	Delivery Timeframe
<ul style="list-style-type: none"> >200,000 3-ply adult masks >200,000 3-ply children’s masks >50,000 KN95s >7,000 face shields 	Factory production	30-40 calendar days
<ul style="list-style-type: none"> Between 25,000 and 200,000 3-ply adult’s masks Between 25,000 and 200,000 3-ply children’s masks Between 10,000 and 50,000 KN95s Between 1,000 and 7,000 face shields 	Warehouse in Gardena, CA	7-10 calendar days (inventory at that scale available after September 1 st)
<ul style="list-style-type: none"> <25,000 3-ply adult masks <25,000 3-ply children’s masks <10,000 KN95s <1,000 face shields 	Smaller storage units in Houston, TX; Washington DC; Glendale, AZ; San Francisco, CA; and New York City, NY	3-7 calendar days

As we are vertically integrated with our family-ran, family-operated original manufacturer, we do not anticipate any barriers when it comes to supply chain and inventory reliability, even if demand were to resurge. Additionally, as Zhongshan Haochen has procured two production lines of melt-blown fabric, we anticipate that any potential upstream supply chain challenges will be significantly mitigated. However, possible challenges exist in transportation logistics as they concern express deliveries of smaller quantities (described by Row 3 of table above), which we have developed protocols in place as corrective measures:

- Significant delay/mis-delivery of shipments by courier service:** For shipments of orders with quantities described in Row 3 from the above table, in case delivery is significantly delayed beyond our control, or products are delivered to the wrong destination, we will, at our discretion, immediately process an expedited delivery of a partial order quantity with another courier service at no additional charge. If the previously shipped goods ultimately arrive at the intended destination, we will pay for postage for the school/school districts to return the shipment.
- Damage to goods beyond cosmetic defects:** For shipments of orders with quantities described in Row 3 from the above table, if goods (masks and shields) are materially damaged, namely, due to moisture, wear and tear, or deformation in the case of shields, school/school districts have

15 days to request either a full-refund or a new delivery. If the perceived damage is cosmetic, for instance, if the box packaging of our goods becomes slightly misshapen as a result of shipping, we may choose to re-send only the packaging material, which can be self-assembled.

If unforeseen challenges arise with larger orders, we will immediately propose and execute a plan of recourse in light of the specific nature of each situation, including communicating promptly with our manufacturer about needs for correction. Our 15-day warranty period is applicable for orders of all sizes. The following two projects describe instances that demonstrate our agility, problem-solving mindset, and customer-first principle.

- I. **Virginia Department of Juvenile Justice (Virginia Beach):** We had processed an order of 1,000 face masks via USPS Priority Express Service to the DJJ unit at Virginia Beach, with specific instructions to deliver to a unit in the interior of a large complex. However, 3 days following our shipment, USPS indicated that the goods were delivered to a PO box, which was inconsistent with the destination requirement. We immediately packaged a new order of 1,000 masks, while simultaneously communicating with USPS to inquire about the whereabouts of the shipment. As it turns out, the shipment had been picked up by a different office within the same building, which we reached out to and subsequently coordinated a package hand-off to the DJJ within the same day.
- II. **Education Service District 112:** Through a highly competitive bidding process with more than 70 participating businesses, we were awarded a contract to supply KN95s to more than 300 schools across 6 counties in Washington State, served by ESD 112. To save time and meet a 27-day delivery ARO timeframe, we had commenced production of KN95s prior to receiving the purchase order based on an estimate provided by ESD 112. When the PO was issued, however, the quantity requested was more than three times the initial estimate. Coordinating with our family, we immediately recruited additional staff to increase our production output and made additional container arrangements. Given the time sensitivity, ESD112 also requested that we consider drop-shipping them to individual school districts, in lieu of the initially proposed bulk-order delivery to its warehouse. With extensive research and logistics planning, we formed two cost-effective proposals for drop-shipping routes within the same day that the request was made. We are in the process of executing this project and anticipate the full delivery of 840,000+ KN95s to be completed by the week of August 24th.

Additionally, here are two instances of expedited deliveries we made in response to time-sensitive requests:

- I. **Amherst County Public Schools:** We delivered 116,000 adult 3-ply masks and 52,000 children-sized 3-ply masks within 8 business days after receipt of purchase order in preparation for the reopening of schools. Given the location of Amherst County in a rural region of Virginia, we leveraged FedEx's International Priority service to sure the most expedited delivery possible, with goods arriving as quickly as 5 calendar days ARO.
- II. **Emergency Management Program of Little Rock, Arkansas:** We delivered 1,000 adult 3-ply surgical masks in 2 business days to the City of Little Rock's Emergency Management Program, after receipt of order. Within one week, we completed another delivery of 2,000 adult 3-ply masks for the Little Rock Zoo within 3 business days.

D. Valued-Added Services:

Marketing Plan and Capability: We will work closely with the Equalis group to develop any marketing material to ESC 10's membership, including designing flyers, providing relevant literature, and delivering samples to interested parties. If of interest, given our experience with various native and social media platforms, we are happy to build a precision-targeted campaign to draw more members into the cooperative and/or this PPE purchase program. With the permission of ESC 10, we are happy to initiate or participate in joint press releases, media events, and other public/advocacy engagements that raise awareness of the goals and outcomes of this cooperative program.

Branded and custom-designed masks and packaging: As a value-added service, we're proud to leverage the decades of experience our family has accumulated in the packaging and printing industry to provide colorful, custom mask prints and packaging designs at affordable prices.

In 1988, our family founded Zhongshan Xiang-Xinglong Paper Products Co. Ltd, an original producer of custom-designed packaging material and the first venture we established in the manufacturing space. To date, Xiang-Xinglong has collaborated with a host of prominent domestic and international brands, including the Walt Disney Company (China) Limited, to design and provide packaging for their consumer-facing merchandise.

Currently, Xiang-Xinglong also manufactures boxes and bags for our PPE packaging. With our knowledge of biosafe printing and embroidery technologies applicable for a range of materials including polyethylene, polypropylene, and nylon, we have already commenced the production of four distinct designs of children's masks featuring sketches of pets, toys, and plants.



Given our unique capability, we are happy to support schools, senior homes, and other social service agencies seeking to relieve the emotional stress of COVID-19 for its community. Indeed, COVID-19 and the scope and scale of its impacts on the fabrics of society are truly unprecedented. During this difficult time, we hope to do our part in helping to rebuild our communities. Care and recovery start small; with one message of hope a time.

Disposable Face Mask

Product Datasheet


Revision 5 – July 19th, 2020

Gnomedica LLC

sales@gnomedica.com

+1 832-957-2838

www.gnomedica.com

Product Name	Disposable Face Masks, Carton of 50		
Product Image			
Description	Our disposable face masks are made from a 3-ply construction, consisting of a melt-blown polypropylene filtration media sandwiched between two layers of polypropylene spunbond fabric. We use best-in-class materials that offer industry-leading particle and bacterial filtration efficiencies in excess of 99%. All masks come with an adjustable nose piece as well.		
Short Description	3-Ply Disposable Face Masks with Earloops, Carton of 50		
Mask Dimensions	6.825" X 3.625"		
Standards Met	>99% PFE with 0.1 µm particles per ASTM F2299. >99% BFE per ASTM F2101-19 and EN 14683:2013. Class 1 Flammability Rating per 16 CFR Part 1610 GB/T 32610-2016: Technical Specification of Daily Protective Mask		
Materials of Construction	Polypropylene Non-Woven Fabric, Polypropylene Melt-Blown Filter Fabric, Elastic Earloops, Adjustable Nose Piece		
Shelf Life	2 Years		
Package SKU	FM-50	Package Contents	50 Face Masks
Package Dimensions	7.5" X 4.25" X 3.75"	Package Weight	8.75 oz
Case SKU	FM-2000	Case Contents	40 Packages (2000 Face Masks)
Case Dimensions	21" X 15.5" X 14.75"	Case Weight	20 lbs
Manufacturer	Zhongshan Haochen Work Safety Supplies & Equipment LTD		
Manufacturer Model No.	HC001		
GTIN	6973337440006		
Country of Origin	China		

Latex Particle Challenge GLP Report

Test Article: April-2020
Purchase Order: PO-00005
Study Number: 1298679-S01
Study Received Date: 12 May 2020
Testing Facility: Nelson Laboratories, LLC
6280 S. Redwood Rd.
Salt Lake City, UT 84123 U.S.A.
Test Procedure(s): Standard Test Protocol (STP) Number: STP0005 Rev 07
Deviation(s): Quality Event (QE) Number(s): QE22125

Summary: This procedure was performed to evaluate the non-viable particle filtration efficiency (PFE) of the test article. Monodispersed polystyrene latex spheres (PSL) were nebulized (atomized), dried, and passed through the test article. The particles that passed through the test article were enumerated using a laser particle counter.

A one-minute count was performed, with the test article in the system. A one-minute control count was performed, without a test article in the system, before and after each test article and the counts were averaged. Control counts were performed to determine the average number of particles delivered to the test article. The filtration efficiency was calculated using the number of particles penetrating the test article compared to the average of the control values.

The procedure employed the basic particle filtration method described in ASTM F2299, with some exceptions; notably the procedure incorporated a non-neutralized challenge. In real use, particles carry a charge, thus this challenge represents a more natural state. The non-neutralized aerosol is also specified in the FDA guidance document on surgical face masks. All test method acceptance criteria were met.

Test Side: Inside
Area Tested: 91.5 cm²
Particle Size: 0.1 µm
Laboratory Conditions: 21°C, 31% relative humidity (RH) at 11:43 a.m.; 21°C, 31% RH at 2:25 p.m.
Average Filtration Efficiency: 99.58%
Standard Deviation: 0.062



Christopher Acker electronically approved
Study Director

Christopher Acker

07 Jul 2020 22:47 (+00:00)
Study Completion Date and Time

Deviation Details: Controls and sample counts were conducted for one minute instead of an average of three one minute counts. This change shortens the total test time for each sample but will still provide an accurate determination of the particle counts. An equilibrate is a dwell period where the challenge is being applied to the test article for a certain period of time before test article counts are counted. The equilibrate period was reduced from 2 minutes to a minimum of 30 seconds which is sufficient time to clear the system of any residual particles, and establish a state of stable equilibrium before sample counts are taken. Test method acceptance criteria were met, results are valid.

Results:

Test Article Number	Test Article Counts	Average Control Counts	Filtration Efficiency (%)
1	59	11,682	99.49
2	54	12,039	99.55
3	43	12,209	99.65
4	48	11,660	99.59
5	44	11,997	99.63

Test Method Acceptance Criteria: Ambient background particles detected through the test system must be below 1% of the challenge total (<100 particles).

Procedures:

Test Set-up: Testing was conducted in an ISO Class 5 (class 100) HEPA filtered hood. The inlet air to the test system was filtered through a 0.2 µm rated air filter. The particle generator outlet was clamped off and the number of background particles within the test system was verified to be <100 particles at 1 cubic foot per minute (CFM). The flow rate through the test system was maintained at 1 CFM ± 5%.

An aliquot of the PSL was aerosolized using a particle generator, mixed with additional filtered air, dried and passed through the test system. The particles delivered were enumerated using a laser based particle counter.

Test Procedure: A test article was placed into the holder and the system was allowed to stabilize. The number of particles being delivered to the test article was determined (no medium in air stream) as one-minute control readings were taken prior to and after every test article. Control count averages were maintained at a level of 10,000-15,000 particles per cubic foot. One-minute counts were recorded for the test article between the control counts.

The PFE of each test article was determined by using the following equation:

$$\% PFE = \frac{C - T}{C} \times 100$$

Where: C = Combined average of the control counts
 T = Average test article counts

Quality Assurance Statement

Compliance Statement: The test was conducted in accordance with the USFDA (21 CFR Parts 58, 210, 211, and 820) Regulations. This final report reflects the raw data.

Activity	Date
Study Initiation	22 May 2020
Phase Inspected by Quality Assurance: Latex Test	29 May 2020
Audit Results Reported to Study Director	29 May 2020
Audit Results Reported to Management	29 May 2020

Scientists	Title
Denise Anderson	Supervisor
Christopher Acker	Study Director
Sean Shepherd	Scientist

Data Disposition: The study plan, raw data and final report from this study are archived at Nelson Laboratories, LLC or an approved off-site location.

Nicole Widmer electronically approved
Quality Assurance

07 Jul 2020 16:55 (+00:00)
Date and Time

Bacterial Filtration Efficiency (BFE) and Differential Pressure (Delta P) GLP Report

Test Article: April-2020
Purchase Order: PO-00005
Study Number: 1298682-S01
Study Received Date: 12 May 2020
Testing Facility: Nelson Laboratories, LLC
6280 S. Redwood Rd.
Salt Lake City, UT 84123 U.S.A.
Test Procedure(s): Standard Test Protocol (STP) Number: STP0004 Rev 18
Deviation(s): None

Summary: The BFE test is performed to determine the filtration efficiency of test articles by comparing the bacterial control counts upstream of the test article to the bacterial counts downstream. A suspension of *Staphylococcus aureus* was aerosolized using a nebulizer and delivered to the test article at a constant flow rate and fixed air pressure. The challenge delivery was maintained at $1.7 - 3.0 \times 10^3$ colony forming units (CFU) with a mean particle size (MPS) of $3.0 \pm 0.3 \mu\text{m}$. The aerosols were drawn through a six-stage, viable particle, Andersen sampler for collection. This test method complies with ASTM F2101-19 and EN 14683:2019, Annex B.

The Delta P test is performed to determine the breathability of test articles by measuring the differential air pressure on either side of the test article using a manometer, at a constant flow rate. The Delta P test complies with EN 14683:2019, Annex C and ASTM F2100-19.

All test method acceptance criteria were met.

Test Side: Inside
BFE Test Area: $\sim 40 \text{ cm}^2$
BFE Flow Rate: 28.3 Liters per minute (L/min)
Delta P Flow Rate: 8 L/min
Conditioning Parameters: $85 \pm 5\%$ relative humidity (RH) and $21 \pm 5^\circ\text{C}$ for a minimum of 4 hours
Test Article Dimensions: $\sim 175 \text{ mm} \times \sim 165 \text{ mm}$
Positive Control Average: 1.8×10^3 CFU
Negative Monitor Count: < 1 CFU
MPS: $2.8 \mu\text{m}$



Alexa Sanders electronically approved
Study Director

Alexa Sanders

07 Jul 2020 18:19 (+00:00)
Study Completion Date and Time

Results:

Test Article Number	Percent BFE (%)
1	99.8
2	99.5
3	99.2
4	99.7
5	99.8

Test Article Number	Delta P (mm H ₂ O/cm ²)	Delta P (Pa/cm ²)
1	6.8	66.9
2	7.3	71.4
3	6.9	68.1
4	7.0	68.3
5	6.4	62.8

The filtration efficiency percentages were calculated using the following equation:

$$\% BFE = \frac{C - T}{C} \times 100$$

C = Positive control average

T = Plate count total recovered downstream of the test article

Note: The plate count total is available upon request

Test Article Preparation: The test articles were conditioned for a minimum of 4 hours at 21 ± 5°C and 85 ± 5% RH, prior to BFE and Delta P testing.

Test Method Acceptance Criteria: The BFE positive control average shall be maintained at 1.7 – 3.0 x 10³ CFU.

The MPS control average of the challenge aerosol shall be maintained at 3.0 ± 0.3 µm.

The Delta P test flow rate shall be maintained at 8 L/min throughout the testing.

Procedure:

BFE: A culture of *S. aureus*, ATCC #6538, was diluted in peptone water (PEPW) to yield challenge level counts of $1.7 - 3.0 \times 10^3$ CFU per test article. The bacterial culture suspension was pumped through a nebulizer at a controlled flow rate and fixed air pressure. The constant challenge delivery, at a fixed air pressure, formed aerosol droplets with a MPS of approximately $3.0 \mu\text{m}$. The aerosol droplets were generated in a glass aerosol chamber and drawn through a six-stage, viable particle, Andersen sampler for collection. Test articles, positive controls, and reference material received a one minute challenge followed by a one minute vacuum cycle.

The Andersen sampler, a sieve sampler, impinged the aerosol droplets onto six soybean casein digest agar (SCDA) plates based on the size of each droplet. The agar plates were incubated at $37 \pm 2^\circ\text{C}$ for 48 ± 4 hours and the colonies formed by the bacteria laden aerosol droplets were then counted and converted to probable hit values using the positive hole conversion chart provided by Andersen. These converted counts were used to determine the average challenge level delivered to the test articles. The distribution ratio of the colonies on each of the six agar plates was used to calculate the MPS of the challenge aerosol.

Delta P: The Delta P test simply measured the differential air pressure on either side of the test article using an incline, "U" tube, or digital manometer. Testing was conducted at a flow rate of 8 L/min (volumetric). At least one reference material is included with each set of test articles.

The Delta P values were reported in mm water/cm² and Pa/cm² of test area and calculated using the following equation:

$$\text{Delta } P = \frac{\bar{M}}{A}$$

Where: \bar{M} = Average mm of water of the test replicates per test article
A = Area of the test article holder (cm²)

The test article holder used in the Delta P test has a test area of 4.9 cm².

Quality Assurance Statement

Compliance Statement: The test was conducted in accordance with the USFDA (21 CFR Parts 58, 210, 211, and 820) Regulations. This final report reflects the raw data.

Activity	Date
Study Initiation	22 May 2020
Phase Inspected by Quality Assurance: Counting Procedure	03 Jun 2020
Audit Results Reported to Study Director	03 Jun 2020
Audit Results Reported to Management	03 Jun 2020

Scientists	Title
Denise Anderson	Supervisor
Alexa Sanders	Study Director

Data Disposition: The study plan, raw data and final report from this study are archived at Nelson Laboratories, LLC or an approved off-site location.

Robert De Vargas electronically approved
Quality Assurance

07 Jul 2020 18:01 (+00:00)
Date and Time

Flammability of Clothing Textiles GLP Report

Test Article: April-2020
 Purchase Order: PO-00005
 Study Number: 1298677-S01
 Study Received Date: 12 May 2020
 Testing Facility: Nelson Laboratories, LLC
 6280 S. Redwood Rd.
 Salt Lake City, UT 84123 U.S.A.
 Test Procedure(s): Standard Test Protocol (STP) Number: STP0073 Rev 06
 Deviation(s): None

Summary: This procedure was performed to evaluate the flammability of plain surface clothing textiles by measuring the ease of ignition and the speed of flame spread. The parameter of time is used to separate materials into different classes, thereby assisting in a judgment of fabric suitability for clothing and protective clothing material. The test procedure was performed in accordance with the test method outlined in 16 CFR Part 1610 (a) *Step 1 - testing in the original state*. *Step 2 - Refurbishing and testing after refurbishing*, was not performed. All test method acceptance criteria were met.

Test Article Side Tested: Outside Surface
 Orientation: Machine

Test Criteria for Specimen Classification (See 16 CFR Part 1610.7):

Class	Plain Surface Textile Fabric
1	Burn time ≥ 3.5 seconds
2	Not applicable to plain surface textile fabrics
3	Burn time < 3.5 seconds

The 16 CFR Part 1610 standard specifies that 10 replicates are to be tested if, during preliminary testing, only 1 test article exhibits flame spread and it is less than 3.5 seconds or the test articles exhibit an average flame spread less than 3.5 seconds. Five replicates are to be tested if no flame spread is observed upon preliminary testing, if only 1 test article exhibits flame spread and it is equal to or greater than 3.5 seconds, or if the average flame spread is equal to or greater than 3.5 seconds. In accordance with the standard, 5 replicates were tested for this study.



Sean Shepherd electronically approved
 Study Director

Sean Shepherd

25 Jun 2020 21:54 (+00:00)
 Study Completion Date and Time

Results:

Replicate Number	Time of Flame Spread
1	IBE
2	IBE
3	IBE
4	IBE
5	IBE

IBE = Test Article ignited, but extinguished

Test Method Acceptance Criteria: Flame length must be approximately 16 mm (~5/8 in) from the flame tip to the opening in the gas nozzle.

Procedure: Test articles were prepared by cutting the material into approximately 50 x 150 mm swatches. Preliminary testing to establish the orientation and side of the test article to test was performed. The side and orientation that burned the fastest was used to test the test articles. Each test article was clamped into the specimen holder and placed in an oven maintained at $105 \pm 3^{\circ}\text{C}$ for 30 ± 2 minutes. The test articles were then placed in a desiccator for a minimum of 15 minutes prior to testing.

The flame length of the flammability tester was adjusted to approximately 16 mm prior to testing. Test articles were placed on the flammability rack and the stop cord was strung through the guides. The flammability timer was zeroed and testing was started. When the flame reached the stop cord, the timer stopped, and the results were recorded. Testing was terminated for test articles that did not exhibit flame spread beyond the initial application of the flame.

Quality Assurance Statement

Compliance Statement: The test was conducted in accordance with the USFDA (21 CFR Parts 58, 210, 211, and 820) Regulations. This final report reflects the raw data.

Activity	Date
Study Initiation	22 May 2020
Phase Inspected by Quality Assurance: Preliminary Test	27 May 2020
Audit Results Reported to Study Director	29 May 2020
Audit Results Reported to Management	29 May 2020

Scientists	Title
Denise Anderson	Supervisor
Sean Shepherd	Study Director

Data Disposition: The study plan, raw data and final report from this study are archived at Nelson Laboratories, LLC or an approved off-site location.

Erika Shewell electronically approved
Quality Assurance

25 Jun 2020 21:39 (+00:00)
Date and Time

黄埔海关技术中心
HUANGPU CUSTOMS DISTRICT TECHNOLOGY CENTER

检验报告

TEST REPORT

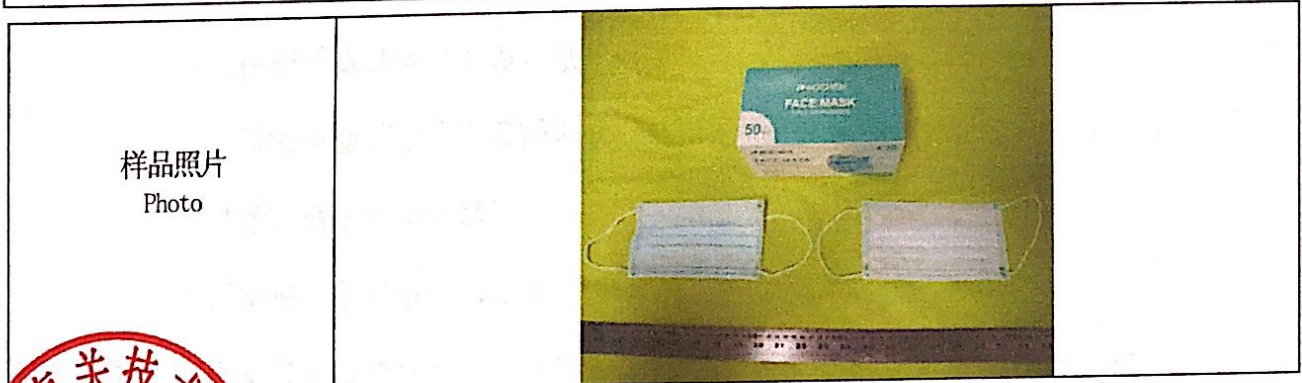
地址: 东莞市南城三元路 66 号
邮编: 523372
电话: 0769-22005790
传真: 0769-22005792

(副本)

委托编号: 24202000198
(Commission No.)

第 1 页 共 2 页

委托人(Client):	中国检验认证集团广东有限公司 China Certification&Inspection Group Guangdong Co., Ltd		
地址(Address):	广州市天河区珠江新城花城大道 66 号 C 塔 1602 室 Rm 1602, 16/F, West Tower, No. 66 Hua Cheng Da Dao, Zhu Jiang New Town, Guangzhou		
样品名称(Sample Name):	一次性防护口罩 Disposable respirato mask		
型号规格(Type):	HC001		
样品标记(Sample Mark):	—		
制造商(Manufacturer):	中山市浩宸劳保医疗用品有限公司 Zhongshan Haochen Work Safety Supplies & Equipments LTD		
地址(Address):	中山市南区南源路 5 号 D 幢 3、4 层 3rd and 4th Floor, Building D, No. 5, Nanyuand Road, South District, Zhongshan City, Guangdong Province, China		
样品数量(Sample Quantity):	50 个 50pcs		
检验项目(Test Item):	详见检验结果 See Test Results		
检验方法(Test Method):	详见检验结果 See Test Results		
委托日期(Date of Commission):	2020-04-26	检验日期 (Date of Test):	2020-04-27 至 2020-04-30



拟稿人: 蔡锦星 审核人: 郑少峰 授权签字人: 王斌 谢晓良

签发日期: 2020-04-30

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检验结果(Test Results)

检测项目 Test Item	结果数据 Result	限量规格 Limit	单位 Unit	检测方法 Test Method	检测结果 评价 Assessment
5.1 基本要求 Basic Requirements	符合要求 Meet the requirement	a. 口罩应能安全牢固地护住口、鼻; b. 口罩原材料不应使用再生材料, 含高毒性、致癌性或潜在致癌物质以及已知的可导致皮肤刺激或其他不良反应的材料, 其他限制使用物质的残留量应符合相关要求, 无异味。 c. 口罩不应存在可触及的锐利角和锐利边缘, 不应佩戴者构成伤害。 d. 口罩应便于佩戴和摘除, 在佩戴过程中无明显的压迫感或压痛现象, 对头部活动影响小。 a. The mask must protect the month and the nose safety. b. The raw material of the mask must not use of regrown material, highly toxic, carcinogenicity, or potential carcinogenicity, or something is leaded to skin irritation or other untoward effect material, the other restricted remaining material shall be meeted with relevant requirement, none of odor. c. There must not be sharp point or sharp edge of the mask, it is not hurt to the wearer. d. It is convenient for wearing and removing, there is no constriction when wearing, this may has less effect on the movement of the head.	—	GB/T 32610-2016	合格 Pass
5.2 外观 Appearance	符合要求 Meet the requirement	口罩表面不应有破损、油污斑渍、变形级其他明显的缺陷。 There is not damaged, oil contamination, blotch, transmutative or other defect of the surface of the mask.	—	GB/T 32610-2016	合格 Pass
5.3 内在质量 5.3 Quality					
甲醛含量 Formaldehyde	ND	≤20	mg/kg	GB/T 2912. 1-2009	合格 Pass
pH 值 pH	6.4	4.0-8.5	—	GB/T 7573-2009	合格 Pass
可分解致癌芳香 胺染料 Banned Azo Colourants	ND	禁用 Forbidden	mg/kg	GB/T 17592-2011	合格 Pass
连接处断裂强力 The breaking strength of the connection	21.7	≥20	N	GB/T 32610-2016	合格 Pass
备注: 1. 禁用偶氮染料的报告限为 5mg/kg; 甲醛含量的报告限为 20mg/kg。“ND”=未检出(少于报告限)。 2. 本报告有中英文两种文本, 如有歧义请以中文文本为准, 英文版本则为参考。 Remark: 1. AZO reporting limit: 5mg/kg; Formaldehyde reporting limit: 20mg/kg. “ND”=Not Detected (less than Reporting Limit). 2. This report is made out in both Chinese and English versions. We hereby take Chinese version as standard and English version as a reference.					

*** 报告结束 ***

The End

Disposable Children's Face Masks

Product Datasheet


Revision 2 – July 19th, 2020

Gnomedica LLC

sales@gnomedica.com

+1 832-957-2838

www.gnomedica.com

Product Name	Disposable Children's Face Masks, Carton of 50		
Product Image			
Description	<p>Our children's disposable face masks are made from the same high-quality 3-ply material as our adult disposable face masks. However, they are cut just a little smaller (to 5.5"X3.75") to fit elementary-aged children. All masks have an adjustable nosepiece as well, and some even come with fun and colorful cartoons printed directly on the mask!</p>		
Short Description	3-Ply Disposable Children's Face Masks with Earloops, Carton of 50		
Mask Dimensions	5.5" X 3.75"		
Standards Met	<p>>99% PFE with 0.1 µm particles per ASTM F2299. >99% BFE per ASTM F2101-19 and EN 14683:2013. Class 1 Flammability Rating per 16 CFR Part 1610 GB/T 38880-2020: Technical Specification of Children's Mask</p>		
Materials of Construction	Polypropylene Non-Woven Fabric, Polypropylene Melt-Blown Filter Fabric, Elastic Earloops		
Shelf Life	2 Years		
Package SKU	CFM-50	Package Contents	50 Face Masks
Package Dimensions	6.25" X 4.00" X 3.5"	Package Weight	5.9 oz
Case SKU	CFM-3000	Case Contents	60 Packages (3000 Face Masks)
Case Dimensions	21" X 20" X 17"	Case Weight	26 lbs
Manufacturer	Zhongshan Haochen Work Safety Supplies & Equipment LTD		
Manufacturer Model No.	HC004		
GTIN	6973337440037		
Country of Origin	China		

黄埔海关技术中心
HUANGPU CUSTOMS DISTRICT TECHNOLOGY CENTER

检验报告
TEST REPORT

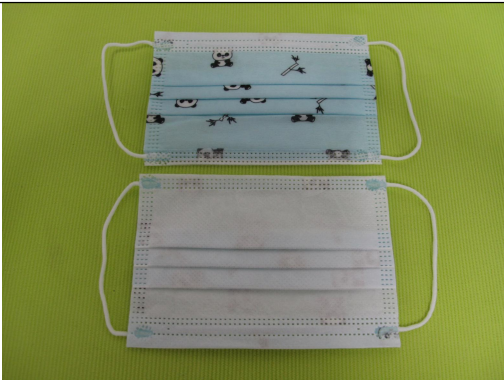
地址: 东莞市南城三元路 66 号
邮编: 523372
电话: 0769-22005790
传真: 0769-22005792

(副本)

委托编号: 24202000407
(Commission No.)

第 1 页 共 3 页

委托人(Client):	中山市浩宸劳保医疗用品有限公司 Zhongshan City Haochen Labor Medical Supplies Co., Ltd		
地址(Address):	中山市南区南源路5号D幢3、4层 The 3th, 4th Floor of Building D, Nanyuan Road, South District, Zhongshan City		
样品名称(Sample Name):	儿童防护口罩 Disposable respirato Children mask		
型号规格(Type):	HC004		
样品标记(Sample Mark):	——		
制造商(Manufacturer):	中山市浩宸劳保医疗用品有限公司 Zhongshan City Haochen Labor Medical Supplies Co., Ltd		
地址(Address):	中山市南区南源路5号D幢3、4层 The 3th, 4th Floor of Building D, Nanyuan Road, South District, Zhongshan City		
样品数量(Sample Quantity):	60 个		
检验项目(Test Item):	详见检验结果 See Test Results		
检验方法(Test Method):	详见检验结果 See Test Results		
委托日期 (Date of Commission):	2020-06-23	检验日期 (Date of Test):	2020-06-24 至 2020-06-28

样品照片 Photo			
结论 Conclusion	样品所检项目符合标准 GB/T 38880-2020 的要求。 The tested items meet the requirements of standard GB/T 38880-2020.		

拟稿人: 审核人: 授权签字人:

签发日期: 2020-06-28

检验结果(Test Results)

检测项目 Test items	结果数据 Results data	限量规格 Limited specifications	单位 unit	检测方法 Test method	检测结果评价 Evaluation of test results
5.1 基本要求 Basic requirements	符合要求 Meet the requirements	<p>a. 口罩应能安全牢固地罩住口、鼻、下颌，无异味，不应明显影响视野；The mask should be able to cover the mouth, nose and jaw safely and firmly without odor, and should not significantly affect the visual field;</p> <p>b. 口罩原材料不得使用再生材料，不得使用已知的可导致皮肤刺激或其他不良反应的材料，不得经过有氯漂白处理，其他限制使用物质的残留量应符合相关要求。所用材料应保证口罩在正常使用寿命中不出现破损或变形。The raw materials of masks must not use recycled materials, and must not use materials known to cause skin irritation or other adverse reactions. After chlorine bleaching treatment, the remaining amount of other restricted substances should meet the relevant requirements. The materials used should ensure that the mask does not break or deform during its normal service life.</p> <p>c. 口罩不应使用系带式口罩带，宜采用可调节口罩带。Masks should not use lace-up mask straps, and adjustable mask straps should be used.</p> <p>d. 口罩应便于佩戴和摘脱，在佩戴过程中应无明显的压迫感或压痛现象，对头部活动应无明显影响。The mask should be easy to put on and take off, there should be no obvious feeling of pressure or tenderness during wearing, and there should be no obvious effect on the head movement.</p> <p>e. 配有鼻夹的口罩，其鼻夹应采用可塑性材质。Masks equipped with nose clips shall be made of plastic materials.</p> <p>f. 配有呼吸阀的口罩，其呼吸阀内的部件在正常使用过程中不应脱落。For a mask equipped with a breathing valve, the parts inside the breathing valve should not fall off during normal use.</p>	—	GB/T 38880-2020	合格 Pass
5.2 外观质量 Appearance Quality	符合要求 Meet the requirements	口罩与皮肤直接接触的内层材料不应印花或者染色；口罩不应存在外露金属物，表面不应有破损、油污斑渍、变形及其他明显的缺陷。The inner layer of the mask that directly contacts the skin should not be printed or dyed; the mask should not have exposed metal objects, and the surface	—	GB/T 38880-2020	合格 Pass

检测项目 Test items	结果数据 Results data	限量规格 Limited specifications	单位 unit	检测方法 Test method	检测结果评价 Evaluation of test results
		should not be damaged, stained, deformed, and other obvious defects.			
5.3 内在质量要求 Intrinsic quality requirements					
口罩带及口罩连接断裂强力 Mask band and mask connection breaking strength	23.6	儿童防护口罩 ≥ 15 Child protective mask ≥ 15	N	GB/T 32610-2016	合格 Pass
尖端和边缘锐利性 Points and sharpness of edges	符合要求 Meet the requirements	不应存在可触及的锐利尖端和锐利边缘 There should be no sharp tips and edges that can be touched	—	GB/T 38880-2020	合格 Pass
鼻夹长度 Nose clip length	8.9	≥ 5.5	cm	GB/T 38880-2020	合格 Pass
鼻夹耐折性 Nose clip resistance	符合要求 Meet the requirements	鼻夹对折 20 次不应断裂 Nose clips should not break after being folded in half 20 times	—	GB/T 38880-2020	合格 Pass


*** 报告结束 ***

The End

KN95 Disposable “Fits-all” Respirator Product Datasheet

Revision 0a – July 29th, 2020

Gnomedica LLC
sales@gnomedica.com
 +1 832-957-2838
www.gnomedica.com

Product Name	KN95 “Fits-all” Disposable Respirator Mask, Bag of 10		
Product Image			
Description	<p>Our KN95 Disposable “Fits-all” Respirators meet China’s GB2626-2006 Standard for air-purifying respirators, offering least 95% PFE. The unique “fits-all” design lives up to its name, fitting almost all adults with hat sizes from small (50 cm head circumference) to extra-large (54 cm head circumference).</p> <p>They come directly from our factories in a sealed package, and every mask has earloops and an adjustable nosepiece.</p>		
Short Description	KN95 “Fits-all” Disposable Masks, Bag of 10		
Mask Dimensions	8 in X 3.25 in		
Standards Met	GB2626-2006: Respiratory protective equipment - Non-powered air-purifying particle respirator		
Materials of Construction	Polypropylene Non-Woven Fabric, Polypropylene Melt-Blown Filter Fabric, Elastic Earloops, Adjustable Nose Piece		
Shelf Life	2 Years		
Package SKU	KN95-F-10	Package Contents	10 KN95 Masks
Package Dimensions	11.5 in X 4.5 in X 2 in	Package Weight	2.3 oz
Case SKU	KN95-F-1000	Case Contents	100 Packages (1000 KN95 Masks)
Case Dimensions	23 in X 15.25 in X 15.25 in	Case Weight	16.2 lbs
Manufacturer	Zhongshan Haochen Work Safety Supplies & Equipment LTD		
Manufacturer Model No.	HC003		
GTIN	6973337440020		
Country of Origin	China		

KN95 Disposable Mask

Product Datasheet


Revision 3a – August 4th, 2020

Gnomedica LLC

sales@gnomedica.com

+1 832-957-2838

www.gnomedica.com

Product Name	Disposable Face Masks, Carton of 50		
Product Image			
Description	<p>Our KN95 Face Masks meet China's GB2626-2006 Standard, and we've got the lab report to show it! Out of ten samples tested, our masks achieve a 98.8% average / 97.7% minimum filtration efficiency on a NaCl aerosol challenge. Testing was conducted by GTTC, a subsidiary of the Guangzhou Inspection Testing and Certification Group, a US Consumer Product Safety Commission (CPSC) Approved Laboratory. They come directly from our factories in a sealed bag as shown, with comfortable ear loops to secure them.</p>		
Short Description	KN95 Disposable Masks, Bag of 10		
Mask Dimensions	6 in X 4.5 in, folded.		
Standards Met	GB2626-2006: Respiratory protective equipment - Non-powered air-purifying particle respirator		
Materials of Construction	Polypropylene Non-Woven Fabric, Polypropylene Melt-Blown Filter Fabric, Elastic Earloops, Adjustable Nose Piece		
Shelf Life	2 Years		
Package SKU	KN95-10	Package Contents	10 KN95 Masks
Package Dimensions	8.75 in X 7 in X 1.5 in	Package Weight	2.25 oz
Case SKU	KN95-1000	Case Contents	100 Packages (1000 KN95 Masks)
Case Dimensions	23 in X 15.25 in X 15.25 in	Case Weight	17.4 lbs
Manufacturer	Zhongshan Haochen Work Safety Supplies & Equipment LTD		
Manufacturer Model No.	HC002		
GTIN	6973337440013		
Country of Origin	China		

TEST REPORT

(Electronic version)



No: 200122326

VERIFICATION WEBSITE: www.gttc.net.cn

VERIFICATION CODE: NQJG-4494-34



ISSUE DATE: 2020-05-21

APPLICANT: ZHONGSHAN HAOSHEN WORK SAFETY SUPPLIES & EQUIPMENTS LTD
ADDRESS: 3RD AND 4TH FLOOR, BUILDING D, NO. 5, NANYUAND ROAD, SOUTH DISTRICT, ZHONGSHAN

INFORMATION CONFIRMED BY APPLICANT:

KN95 FOLDING MASK

QUANTITY: FIFTY PIECES

COLOUR: WHITE

TYPE: HC002

DATE RECEIVED/DATE TEST STARTED: 2020-05-13

CONCLUSION:

VISUAL FIELD	M
FILTRATION EFFICIENCY TO NaCl PARTICULATE MATTER	M
INSPIRATORY RESISTANCE	M
EXPIRATORY RESISTANCE	M
FLAMMABILITY	M
HEAD BAND	M
APPEARANCE INSPECTION[2 PIECES]	M

NOTE: "M" -MEET THE STANDARD'S REQUIREMENT "F" -FAIL TO MEET THE STANDARD'S REQUIREMENT
"---" -NO COMMENT

REMARK:

THE AUTHORIZATION OF APPEARANCE INSPECTION IS NOT RECEIVED FROM CNAS.
THIS REPORT IS THE ENGLISH TRANSLATION VERSION OF THE REPORT 200114509.
ALL THE TESTED ITEMS ARE TESTED UNDER THE STANDARD CONDITION (EXCEPT FOR INDICATION).
COPIES OF THE REPORT ARE VALID ONLY RE-STAMPED.
THE EXPERIMENT WAS CARRIED OUT AT No. 1, ZHUJIANG ROAD, PANYU DISTRICT, GUANGZHOU, GUANGDONG, P. R. CHINA.

APPROVED BY:
Yuan Liu ENGINEER

刘圆

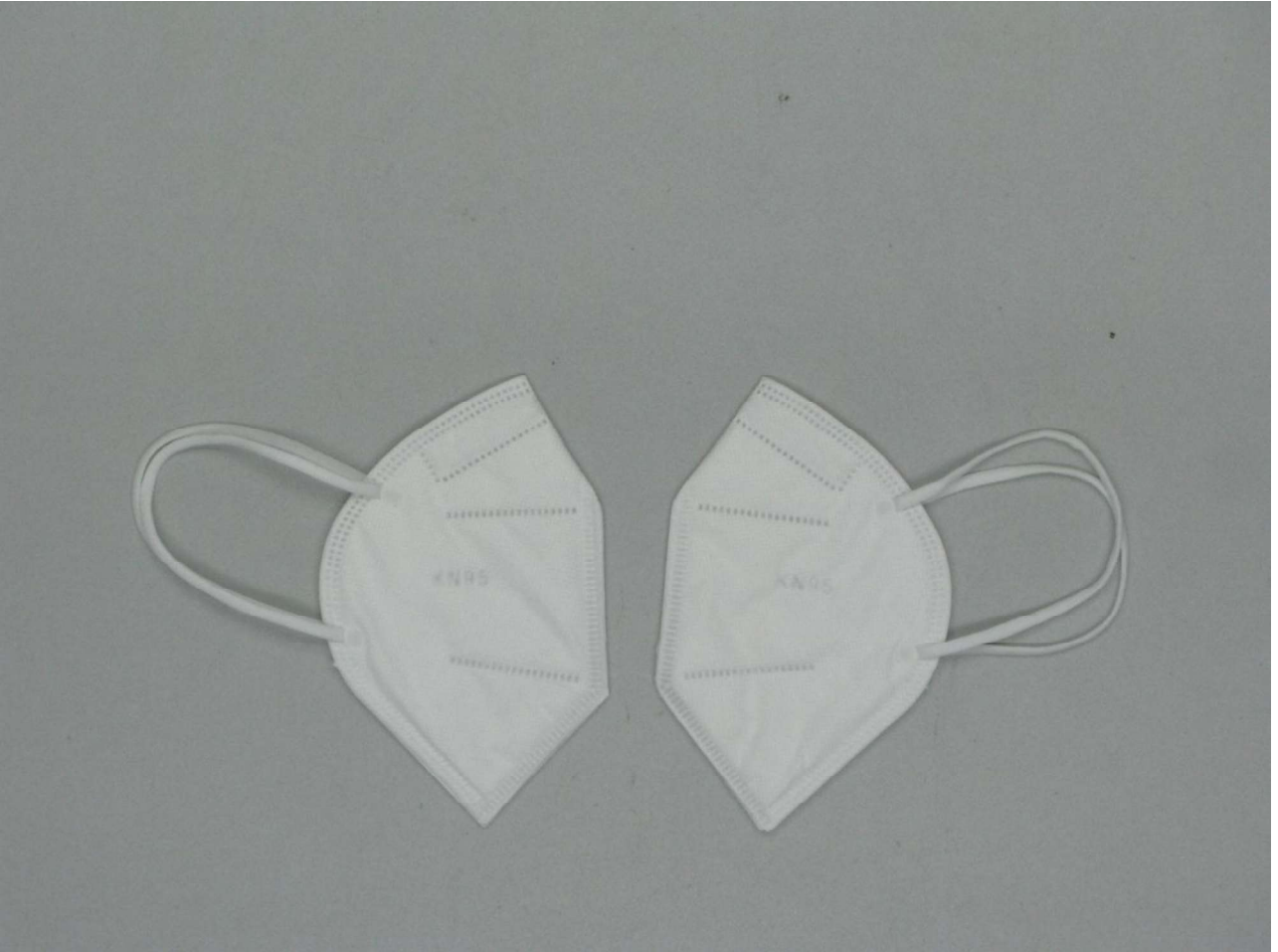


PAGE 1 OF 4

TEST REPORT

(Electronic version)

No:200122326



TEST REPORT

(Electronic version)

No:200122326

VISUAL FIELD(°)

(GB 2890-2009 6.8)

70

REQUIREMENT
≥60
(GB 2626-2006)

FILTRATION EFFICIENCY TO NaCl PARTICULATE MATTER (%)

(GB 2626-2006 6.3, AIR FLOW:85L/min, AEROSOL:NaCl, AEROSOL CONCENTRATION:15mg/m³,
TEMP:24.3℃ RH:35.7%)

FILTRATION EFFICIENCY:

UNTREATED SAMPLE

1# 98.80

2# 98.63

3# 98.92

4# 97.68

5# 97.92

6# 99.231

7# 99.430

8# 99.425

9# 99.356

10# 98.79

CONDITIONING TREATED

1# 98.77

2# 98.53

3# 97.45

4# 99.025

5# 99.321

REQUIREMENT
FILTRATION EFFICIENCY:
≥95.0
(KN95)
(GB 2626-2006)

INSPIRATORY RESISTANCE (Pa)

(GB 2626-2006 6.5, HEAD SIZE: MEDIUM)

UNTREATED SAMPLE:

1# 151.5

2# 134.3

PRETREATMENT SAMPLE:

1# 132.2

2# 140.2

REQUIREMENT
≤350
(GB 2626-2006)

EXPIRATORY RESISTANCE (Pa)

(GB 2626-2006 6.6, HEAD SIZE: MEDIUM)

UNTREATED SAMPLE:

1# 106.0

2# 104.9

PRETREATMENT SAMPLE:

1# 95.3

2# 96.8

REQUIREMENT
≤250
(GB 2626-2006)



PAGE 3 OF 4

TEST REPORT

(Electronic version)

No:200122326

FLAMMABILITY(s)

(GB 2626-2006 6.15)

AFTERFLAME TIME
UNTREATED SAMPLE

1# 0.0

2# 0.0

CONDITIONING TREATED

3# 0.0

4# 0.0

REQUIREMENT

AFTERFLAME TIME

≤5

(GB 2626-2006)

HEAD BAND

(GB 2626-2006 6.11)

UNTREATED SAMPLE:

1# PASS

CONDITIONING TREATED:

1# PASS

REQUIREMENT

EACH HEAD BAND, BUCKLE AND OTHER ADJUST
PARTS OF MASK SHOULD NOT SLIP OR BREAK
UNDER 10N TENSION FOR 10S.

(GB 2626-2006)

APPEARANCE INSPECTION[2 PIECES]

(GB 2626-2006 6.1)

PASS

REQUIREMENT

ACCORDING TO THE CLAUSE 5.2 OF THE
PRODUCT STANDARD

(GB 2626-2006)



————End of Report————

PAGE 4 OF 4

Test Report No. 66.441.20.6121.01
Dated 2020-05-29



Applicant : Zhongshan Haochen Work Safety Supplies & Equipment LTD
Address : 3rd and 4th Floor,Building D,No.5, Nanyuan Road,South District,Zhongshan City,Guangdong Province,China
Contact Person : Na miss

Sample Description : KN95 folding mask HC002
Color : White
Mask Classification : KN95

Sample Received Date : 2020-05-26
Date of Testing : 2020-05-26 to 2020-05-28

Sample Submitted : The sample(s) was (were) submitted by applicant and identified.

Test Result(s) : Refer to the Section 3

Restricted Substance List (RSL) test conclusion(s) is/are based on : REACH Regulation (EC) No. 1907/2006 Annex XVII Restrictions On The Manufacture, Placing On The Market And Use Of Certain Dangerous Substances, Mixtures And Articles; REGULATION (EU) 2019/1021 on Persistent Organic Pollutants, Annex I

SVHC Examination Purpose : Analysis of the 205 substances of very high concern (SVHC) on the Candidate List for authorization, concerning Regulation (EC) No. 1907/2006 as published on the European Chemicals Agency (ECHA) website in October 2008, January 2010, March 2010, June 2010, December 2010, June 2011, December 2011, June 2012, December 2012, June 2013, December 2013 ,June 2014, December 2014, June 2015, December 2015, June 2016, January 2017, July 2017, January 2018,June 2018, January 2019, July 2019 and January 2020

Note: (1) The TÜV SÜD Certification and Testing (China) Co., Ltd. "General Terms & Conditions" applied.

For full version, please visit: <http://www.tuv-sud.cn/cn-scn/terms-and-conditions>

(2) The results relate only to the items tested, (3) The test report shall not be reproduced except in full without the written approval of the laboratory.

(4) Any use for advertising purposes must be granted in writing. This technical report may only be quoted in full. This report is the result of a single examination of the object in question and is not generally applicable evaluation of the quality of other products in regular production. For further details, please see testing and certification regulation, chapter A-3.4.

Laboratory:
TÜV SÜD Certification and Testing
(China) Co., Ltd.,
Xiamen Branch
Form No.: TC_XMN_F_24.04 E
Rev: A/0
Effective Date:2015-03-23

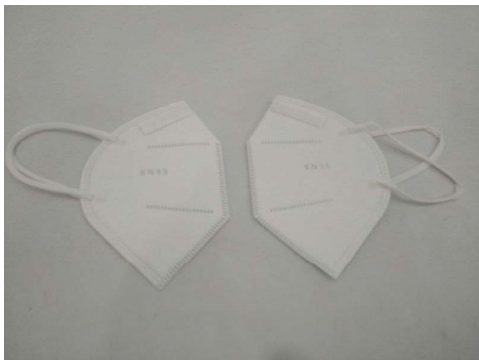
Phone: +86 592 7706188
Fax: +86 592 7706288
E-mail:
report.softlines@tuv-
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www.tuv-sud.cn

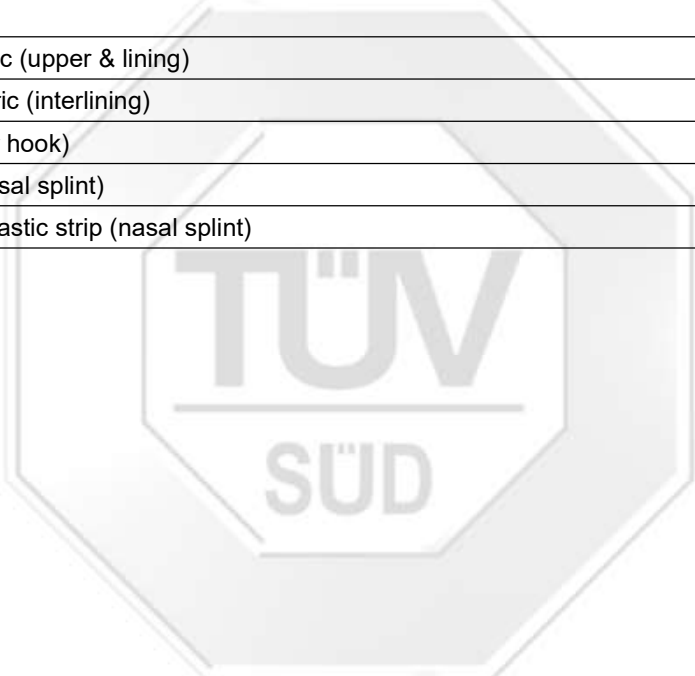
Regd. Office:
TÜV SÜD Certification and Testing (China) Co., Ltd.,
Xiamen Branch
Unit 401 No.93 Huli Industrial Park, Meixi Road, Tong'an
District, Xiamen 361100 P. R. China





1. Description of the test subject:

	
1. White face mask	
2. White nonwoven fabric (upper & lining)	
3. White melt-blown fabric (interlining)	
4. White fabric rope (ear hook)	
5. White plastic strip (nasal splint)	
6. Silver metal wire of plastic strip (nasal splint)	





2. Conclusion:

2.1 Restricted Substance List Test		
No.	Test Parameter(s)	Conclusion*
(1)	Total Cadmium	Pass
(2)	Total Lead	Pass
(3)	Polycyclic Aromatic Hydrocarbons (PAH)	Pass
(4)	Phthalates	Pass
(5)	Formaldehyde	Pass
(6)	PCP	Pass
(7)	Dimethylfumarate (DMFU)	Pass
(8)	NPEO	Pass
(9)	Organotin Compounds	Pass
(10)	Short-chain Chlorinated paraffins (SCCPs)	Pass
(11)	Extractable heavy metals	Pass
(12)	Chlororganic Carriers	Pass
(13)	Solvents	Pass
(14)	Quinoline	Pass
(15)	VOCs-Benzene	Pass

2.2 SVHC Test

According to the specified scope and analytical techniques, the concentration of each of the 205 SVHC is **<0.1%** (**w/w**) in the submitted sample(s).

Note: Pass= Meet Requirement Fail= Below Requirement
 Preliminary Fail (separate tests are recommended)
 #= No Comment - = Did Not Perform
 N/A = Not Applicable N/C = Not Conducted (due to insufficient sample)

Remark: (1) The results relate only to the items tested (2) Samples are tested as received (3) "*" denotes conclusion was drawn according to the client's specification (4) The limit is not applicable to composite sample(s) in result section (5)Disclaimer Measurement Uncertainty: Unless otherwise agreed upon, Pass or Fail verdicts are given based on the measured values without any considerations of measurement uncertainties. Please note, every test method has a measurement uncertainty which has been evaluated by the laboratory according to ISO/IEC 17025 requirements. By taking measurement uncertainties into account it might happen that measured values can neither be assessed as Pass nor as Fail.



3 Test Results

3.1 Total Cadmium

Microwave/Acid digestion and detection with ICP-OES/AAS
 [Reporting Limit = 10.0 mg/kg]

Sample	Result(s) [mg/kg]	Client's specification [mg/kg]	Conclusion
002+003	N.D.	<100	PASS
005	N.D.	<100	PASS
006	N.D.	<100	PASS

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than

3.2 Total Lead

Microwave/Acid digestion and detection with ICP-OES/AAS
 [Reporting Limit = 10.0 mg/kg]

Sample	Result(s) [mg/kg]	Client's specification [mg/kg]	Conclusion
002+003	N.D.	<500	PASS
005	N.D.	<500	PASS
006	36.6	<500	PASS

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than

3.3 Polycyclic Aromatic Hydrocarbons (PAH)

According to Afps GS 2014:01, determined by GC-MS analysis
 [Reporting Limit = 0.1mg/kg]

Compound(s)	Result(s) [mg/kg]		
	002+003	004	005
Chrysene	N.D.	N.D.	N.D.
Benzo[a]anthracene	N.D.	N.D.	N.D.
Benzo[b]fluoranthene	N.D.	N.D.	N.D.
Benzo[j]fluoranthene	N.D.	N.D.	N.D.
Benzo[k]fluoranthene	N.D.	N.D.	N.D.
Benzo[e]pyrene	N.D.	N.D.	N.D.
Benzo[a]pyrene	N.D.	N.D.	N.D.
Dibenzo[a,h]anthracene	N.D.	N.D.	N.D.
Client's specification	Each <1 mg/kg	Each <1 mg/kg	Each <1 mg/kg
Conclusion	PASS	PASS	PASS

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than



3.4 Phthalates

According to ISO/TS16181:2011, solvent extraction and GC-MS analysis
 [Reporting Limit = 50 mg/kg]

Compound(s)	Result(s) [mg/kg]	
	002+003	005
Bis (2-ethylhexyl) phthalate (DEHP)	N.D.	N.D.
Dibutyl phthalate (DBP)	N.D.	N.D.
Benzyl butyl phthalate (BBP)	N.D.	N.D.
Di-isononyl phthalate (DINP)	N.D.	N.D.
Di-isodecyl phthalate (DIDP)	N.D.	N.D.
Di-n-octyl phthalate (DNOP)	N.D.	N.D.
Diisobutyl phthalate (DIBP)	N.D.	N.D.
Diisopentylphthalate (DIPP)	N.D.	N.D.
Bis(2-methoxyethyl) phthalate (DMEP)	N.D.	N.D.
1,2-Benzenedicarboxylic acid, di-C7-11- branched and linear alkyl esters (DHNUP)	N.D.	N.D.
1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	N.D.	N.D.
N-pentyl-isopentylphthalate	N.D.	N.D.
1,2-Benzenedicarboxylic acid, dihexyl ester, branched and linear	N.D.	N.D.
Dicyclohexyl phthalate (DCHP)	N.D.	N.D.
1,2-benzenedicarboxylic acid; di-C 6-8- branched alkylesters, C 7-rich (DIHP)	N.D.	N.D.
Di-n-pentyl phthalate (DPP)	N.D.	N.D.
Di-n-hexyl phthalate (DnHP)	N.D.	N.D.
Sum of Detected Phthalates	N.D.	N.D.
Client's specification	Total <1000 mg/kg	Total <1000 mg/kg
Conclusion	PASS	PASS

- Notes: 1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than

3.5 Formaldehyde

According to EN ISO 14184-1:2011, determined by UV-Visible spectroscopy
 [Reporting Limit = 16 mg/kg]

Sample	Result(s) [mg/kg]	Client's specification [mg/kg]	Conclusion
002+003	N.D.	<75	PASS
004	N.D.	<75	PASS

- Notes: 1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than



3.6 Pentachlorophenol (PCP)

According to ISO 17070:2015, determined by GC-ECD/GC MSD analysis
 [Reporting Limit = 0.05 mg/kg]

Compound(s)	Result(s) [mg/kg]
	004
Pentachlorophenol (PCP)	N.D.
Client's specification	<5 mg/kg
Conclusion	PASS

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than

3.7 Dimethylfumarate (DMFU)

According to CEN ISO/TS 16186:2012, determined by GC-MS.
 [Reporting Limit = 0.1 mg/kg]

Compound(s)	Result(s) [mg/kg]
	004
Dimethylfumarate (DMFU)	N.D.
Client's specification	<0.1mg/kg
Conclusion	PASS

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than

3.8 Nonylphenoethoxylates (NPEO)

According to ISO 18254-1:2016, Solvent extraction, qualitatively and quantitatively analysis by LC-MSD
 [Reporting Limit = 10 mg/kg]

Compound(s)	Result(s) [mg/kg]	
	002+003	004
NPEO	N.D.	N.D.
Client's specification	<100 mg/kg	<100 mg/kg
Conclusion	PASS	PASS

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than



3.9 Organotin Compounds

According to CEN ISO/TS 16179:2012, determined by GC-MS analysis
 [Reporting Limit = 0.025mg/kg]

Compound(s)	Result(s) [mg/kg]		
	002+003	004	005
Dibutyltin (DBT)	N.D.	N.D.	N.D.
Dioctyltin (DOT)	N.D.	N.D.	N.D.
Triphenyltin (TPhT)	N.D.	N.D.	N.D.
Tributyltin (TBT)	N.D.	N.D.	N.D.
Tricyclohexyltin (TCyT)	N.D.	N.D.	N.D.
Trioctyltin (TOT)	N.D.	N.D.	N.D.
Client's specification	Each <1000 mg/kg	Each <1000 mg/kg	Each <1000 mg/kg
Conclusion	PASS	PASS	PASS

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than

3.10 Short-Chain Chlorinated Paraffins (SCCP)

According to draft EN ISO 18219:2015 and detection with GC-MS
 [Reporting Limit = 100 mg/kg]

Sample	Result(s) [mg/kg]	Client's specification [mg/kg]	Conclusion
002+003	N.D.	<1000	PASS
005	N.D.	<1000	PASS

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than

3.11 Extractable Heavy Metals

According to EN 16711-2:2015, analyzed by Inductively Coupled Plasma Optical Emission Spectrometer (ICP-OES).
 [Reporting Limit: Cadmium = 0.1 mg/kg; Arsenic & Lead = 0.2 mg/kg; Chromium VI= 0.5 mg/kg]

Compound(s)	Result(s) [mg/kg]			Client's specification [mg/kg]
	002	003	004	
Cadmium	N.D.	N.D.	N.D.	<1
Arsenic	N.D.	N.D.	N.D.	<1
Lead	N.D.	N.D.	N.D.	<1
Chromium VI	N.D.#	N.D.#	N.D.#	<1
Conclusion	PASS	PASS	PASS	-

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than
 4. "#" values of total chromium content are reported here unless otherwise specified



3.12 Chlororganic Carriers

According to DIN 54232:2010, solvent extraction and GC-MS analysis
 [Reporting Limit = 0.2 mg/kg]

Compound(s)	Result(s) [mg/kg]	
	004	
p-chlorobenzotrighloride	N.D.	
benzotrighloride	N.D.	
benzylchloride	N.D.	
Client's specification	Each < 1 mg/kg	
Conclusion	PASS	

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than

3.13 Solvents

According to ISO 16189: 2013, extraction with methanol, and analysed by Gas Chromatography and Mass Spectrometry (GC-MS).
 [Report limit: DMAC, DMFA=10 mg/kg, NMP=100 mg/kg]

Compound(s)	Result(s) [mg/kg]	
	002+003	005
N-Methyl-2-pyrrolidone (NMP)	N.D.	N.D.
N,N-dimethylacetamide (DMAC)	N.D.	N.D.
Dimethylformamide (DMFA)	N.D.	N.D.
Client's specification	Each < 3000 mg/kg	Each < 3000 mg/kg
Conclusion	PASS	PASS

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than



3.14 Quinoline

According to In House Method.
[Report limit: 10.0mg/kg]

Compound(s)	Result(s) [mg/kg]
	004
Quinoline	N.D.
Client's specification	Each < 50 mg/kg
Conclusion	PASS

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than

3.15 VOCs - Benzene

According to In House Method.
[Report limit: 1.0 mg/kg]

Compound(s)	Result(s) [mg/kg]		
	002+003	004	005
Benzene	N.D.	N.D.	N.D.
Client's specification	Each < 5 mg/kg	Each < 5 mg/kg	Each < 5 mg/kg
Conclusion	PASS	PASS	PASS

- Notes:
1. "mg/kg" denotes milligram per kilogram
 2. "N.D." denotes Not Detected
 3. "<" denotes less than

3.16 Analysis of the 205 substances of very high concern (SVHC) on the Candidate List for authorization, concerning Regulation (EC) No. 1907/2006 as published on the European Chemicals Agency (ECHA) website in October 2008, January 2010, March 2010, June 2010, December 2010, June 2011, December 2011, June 2012, December 2012, June 2013, December 2013, June 2014, December 2014, June 2015, December 2015, June 2016, January 2017, July 2017, January 2018, June 2018, January 2019, July 2019 and January 2020.

Analysis based on LCMS, LCMSMS, GCMS, Headspace-GCMS, ICP-OES/AAS, UV-VIS and XRF.

Sample	Result [%]	Limit [%]
002+003+004+005	N.D.	<0.1%
006	N.D.	<0.1%

- Notes:
1. "N.D." denotes Not Detected
 2. "%" denotes percentage by weight
 3. "<" denotes less than



Lists of the 205 substances of very high concern (SVHC)

No	Test Item	CAS No.	Reporting Limit (%)
1	Anthracene	120-12-7	0.01
2	4,4'- Diaminodiphenylmethane	101-77-9	0.01
3	Dibutyl phthalate (DBP)	84-74-2	0.01
4	Cobalt dichloride *	7646-79-9	0.01
5	Diarsenic pentaoxide*	1303-28-2	0.01
6	Diarsenic trioxide *	1327-53-3	0.01
7	Sodium dichromate *	7789-12-0 10588-01-9	0.01
8	5-tert-butyl-2,4,6-trinitro-m-xylene (musk xylene)	81-15-2	0.01
9	Bis (2-ethyl(hexyl)phthalate) (DEHP)	117-81-7	0.01
10	Hexabromocyclododecane (HBCDD) and all major diastereoisomers identified (α - HBCDD, β -HBCDD, γ -HBCDD)	25637-99-4 3194-55-6 (134237-51-7, 134237-50-6, 134237-52-8)	0.01
11	Alkanes, C10-13, chloro (Short Chain Chlorinated Paraffins)	85535-84-8	0.01
12	Bis(tributyltin)oxide,(TBTO)	56-35-9	0.01
13	Lead hydrogen arsenate *	7784-40-9	0.01
14	Benzyl butyl phthalate (BBP)	85-68-7	0.01
15	Triethyl arsenate *	15606-95-8	0.01
16	Anthracene oil [§]	90640-80-5	0.01
17	Anthracene oil, anthracene paste, distn. lights [§]	91995-17-4	0.01
18	Anthracene oil, anthracene paste, anthracene fraction [§]	91995-15-2	0.01
19	Anthracene oil, anthracene-low [§]	90640-82-7	0.01
20	Anthracene oil, anthracene paste [§]	90640-81-6	0.01
21	Pitch, coal tar, high temp. [§]	65996-93-2	0.01
22	Aluminosilicate Refractory Ceramic Fibres*	-	0.01
23	Zirconia Aluminosilicate, Refractory Ceramic Fibres*	-	0.01
24	2,4-Dinitrotoluene	121-14-2	0.01
25	Diisobutyl phthalate	84-69-5	0.01
26	Lead chromate*	7758-97-6	0.01
27	Lead chromate molybdate sulphate red (C.I. Pigment Red 104)*	12656-85-8	0.01
28	Lead sulfochromate yellow (C.I. Pigment Yellow 34)*	1344-37-2	0.01
29	Tris(2-chloroethyl)phosphate (TCEP)	115-96-8	0.01
30	Acrylamide	79-06-1	0.01
31	Trichloroethylene	79-01-6	0.01

Test Report No. 66.441.20.6121.01
Dated 2020-05-29



No	Test Item	CAS No.	Reporting Limit (%)
32	Boric Acid*	10043-35-3 11113-50-1	0.01
33	Disodium tetraborate, anhydrous*	1303-96-4 1330-43-4 12179-04-3	0.01
34	Tetraboron disodium heptaoxide, hydrate*	12267-73-1	0.01
35	Sodium chromate*	7775-11-3	0.01
36	Potassium chromate*	7789-00-6	0.01
37	Ammonium dichromate*	7789-09-5	0.01
38	Potassium dichromate*	7778-50-9	0.01
39	Cobalt(II) sulphate *	10124-43-3	0.01
40	Cobalt(II) dinitrate *	10141-05-6	0.01
41	Cobalt(II) carbonate*	513-79-1	0.01
42	Cobalt(II) diacetate*	71-48-7	0.01
43	2-Methoxyethanol	109-86-4	0.01
44	2-Ethoxyethanol	110-80-5	0.01
45	Chromium trioxide*	1333-82-0	0.01
46	Acids generated from chromium trioxide and their oligomers: a. Chromic acid* b. Dichromic acid * c. Oligomers of chromic acid and dichromic acid*	7738-94-5 13530-68-2	0.01
47	2-Ethoxyethyl acetate (2-EEA)	111-15-9	0.01
48	Strontium chromate*	7789-06-2	0.01
49	1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters (DHNUP) §	68515-42-4	0.01
50	Hydrazine	7803-57-8, 302-01-2	0.01
51	1-Methyl-2-pyrrolidone	872-50-4	0.01
52	1,2,3-Trichloropropane	96-18-4	0.01
53	1,2-Benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich (DIHP)	71888-89-6	0.01
54	1,2-Dichloroethane	107-06-2	0.01
55	2,2'-Dichloro-4,4'-methylenedianiline (MOCA)	101-14-4	0.01
56	2-Methoxyaniline, o-Anisidine	90-04-0	0.01
57	4-(1,1,3,3-Tetramethylbutyl)phenol, (4-tert-Octylphenol)	140-66-9	0.01
58	Arsenic acid*	7778-39-4	0.01
59	Bis(2-methoxyethyl) ether	111-96-6	0.01
60	Bis(2-methoxyethyl) phthalate	117-82-8	0.01
61	Calcium arsenate*	7778-44-1	0.01
62	Dichromium tris(chromate)*	24613-89-6	0.01
63	Formaldehyde, oligomeric reaction products with aniline (technical MDA)§	25214-70-4	0.01

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No	Test Item	CAS No.	Reporting Limit (%)
64	Lead diazide*	13424-46-9	0.01
65	Lead dipicrate*	6477-64-1	0.01
66	Lead styphnate*	15245-44-0	0.01
67	N,N-dimethylacetamide (DMAC)	127-19-5	0.01
68	Pentazinc chromate octahydroxide*	49663-84-5	0.01
69	Phenolphthalein	77-09-8	0.01
70	Potassium hydroxyoctaoxodizincatedichromate*	11103-86-9	0.01
71	Trilead diarsenate*	3687-31-8	0.01
72	1,2-bis(2-methoxyethoxy)ethane (TEGDME; triglyme)	112-49-2	0.01
73	1,2-dimethoxyethane; ethylene glycol dimethyl ether (EGDME)	110-71-4	0.01
74	Diboron trioxide*	1303-86-2	0.01
75	Formamide	75-12-7	0.01
76	Lead(II) bis(methanesulfonate)*	17570-76-2	0.01
77	1,3,5-tris(oxiranylmethyl)-1,3,5-triazine-2,4,6(1H,3H,5H)-trione (TGIC)	2451-62-9	0.01
78	1,3,5-tris[[2S and 2R]-2,3-epoxypropyl]-1,3,5-triazine-2,4,6-(1H,3H,5H)-trione (β-TGIC)	59653-74-6	0.01
79	4,4'-bis(dimethylamino)benzophenone (Michler's ketone)	90-94-8	0.01
80	N,N,N',N'-tetramethyl-4,4'-methylenedianiline (Michler's base)	101-61-1	0.01
81	[4-[[4-anilino-1-naphthyl]]4-(dimethylamino)phenyl]methylene]cyclohexa-2,5-dien-1-ylidene] dimethylammonium chloride (C.I. Basic Blue 26)	2580-56-5	0.01
82	[4-[[4,4'-bis(dimethylamino) benzhydrylidene]cyclohexa-2,5-dien-1-ylidene]dimethylammonium chloride (C.I. Basic Violet 3)	548-62-9	0.01
83	4,4'-bis(dimethylamino)-4''-(methylamino)trityl alcohol	561-41-1	0.01
84	α,α-Bis[4-(dimethylamino)phenyl]-4-(phenylamino)naphthalene-1-methanol (C.I. Solvent Blue 4)	6786-83-0	0.01
85	Bis(pentabromophenyl) ether (DecaBDE)	1163-19-5	0.01
86	Pentacosafuorotridecanoic acid	72629-94-8	0.01
87	Tricosafuorododecanoic acid	307-55-1	0.01
88	Henicosafuoroundecanoic acid	2058-94-8	0.01
89	Heptacosafuorotetradecanoic acid	376-06-7	0.01
90	4-(1,1,3,3-tetramethylbutyl)phenol, ethoxylated [§]	-	0.01
91	4-Nonylphenol, branched and linear - substances with a linear and/or branched alkyl chain with a carbon number of 9 covalently bound in position 4 to pheno] [§]	-	0.01
92	Diazene-1,2-dicarboxamide (C,C'-azodi(formamide))	123-77-3	0.01
93	Cyclohexane-1,2-dicarboxylic anhydride (Hexahydrophthalic anhydride - HHPA)	85-42-7	0.01
94	Hexahydromethylphthalic anhydride, Hexahydro-4-methylphthalic anhydride, Hexahydro-1-methylphthalic anhydride, Hexahydro-3-methylphthalic anhydride	25550-51-0, 19438-60-9, 48122-14-1, 57110-29-9	0.01

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No	Test Item	CAS No.	Reporting Limit (%)
95	Methoxy acetic acid	625-45-6	0.01
96	1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	84777-06-0	0.01
97	Diisopentylphthalate (DIPP)	605-50-5	0.01
98	N-pentyl-isopentylphthalate	-	0.01
99	1,2-Diethoxyethane	629-14-1	0.01
100	N,N-dimethylformamide; dimethyl formamide	68-12-2	0.01
101	Dibutyltin dichloride (DBT)	683-18-1	0.01
102	Acetic acid, lead salt, basic*	51404-69-4	0.01
103	Basic lead carbonate (trilead bis(carbonate)dihydroxide)*	1319-46-6	0.01
104	Lead oxide sulfate (basic lead sulfate)*	12036-76-9	0.01
105	[Phthalato(2-)]dioxotrilead (dibasic lead phthalate)*	69011-06-9	0.01
106	Dioxobis(stearato)trilead*	12578-12-0	0.01
107	Fatty acids, C16-18, lead salts*	91031-62-8	0.01
108	Lead bis(tetrafluoroborate)*	13814-96-5	0.01
109	Lead cyanamate*	20837-86-9	0.01
110	Lead dinitrate*	10099-74-8	0.01
111	Lead oxide (lead monoxide)*	1317-36-8	0.01
112	Lead tetroxide (orange lead)*	1314-41-6	0.01
113	Lead titanium trioxide*	12060-00-3	0.01
114	Lead Titanium Zirconium Oxide*	12626-81-2	0.01
115	Pentalead tetraoxide sulphate*	12065-90-6	0.01
116	Pyrochlore, antimony lead yellow*	8012-00-8	0.01
117	Silicic acid, barium salt, lead-doped*	68784-75-8	0.01
118	Silicic acid, lead salt*	11120-22-2	0.01
119	Sulfurous acid, lead salt, dibasic*	62229-08-7	0.01
120	Tetraethyllead*	78-00-2	0.01
121	Tetralead trioxide sulphate*	12202-17-4	0.01
122	Trilead dioxide phosphonate*	12141-20-7	0.01
123	Furan	110-00-9	0.01
124	Propylene oxide; 1,2-epoxypropane; methyloxirane	75-56-9	0.01
125	Diethyl sulphate	64-67-5	0.01
126	Dimethyl sulphate	77-78-1	0.01
127	3-ethyl-2-methyl-2-(3-methylbutyl)-1,3-oxazolidine	143860-04-2	0.01
128	Dinoseb	88-85-7	0.01

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No	Test Item	CAS No.	Reporting Limit (%)
129	4,4'-methylenedi-o-toluidine	838-88-0	0.01
130	4,4'-oxydianiline and its salts	101-80-4	0.01
131	4-Aminoazobenzene; 4-Phenylazoaniline	60-09-3	0.01
132	4-methyl-m-phenylenediamine (2,4-toluene-diamine)	95-80-7	0.01
133	6-methoxy-m-toluidine (p-cresidine)	120-71-8	0.01
134	Biphenyl-4-ylamine	92-67-1	0.01
135	o-aminoazotoluene	97-56-3	0.01
136	o-Toluidine; 2-Aminotoluene	95-53-4	0.01
137	N-methylacetamide	79-16-3	0.01
138	1-bromopropane; n-propyl bromide	106-94-5	0.01
139	Cadmium	7440-43-9	0.01
140	Cadmium oxide*	1306-19-0	0.01
141	Dipentyl phthalate (DPP)	131-18-0	0.01
142	4-Nonylphenol, branched and linear, ethoxylated §	-	0.01
143	Ammonium pentadecafluorooctanoate (APFO)	3825-26-1	0.01
144	Pentadecafluorooctanoic acid (PFOA)	335-67-1	0.01
145	Cadmium sulphide*	1306-23-6	0.01
146	Disodium 3,3'-[[1,1'-biphenyl]-4,4'-diylbis(azo)]bis(4-aminonaphthalene-1-sulphonate) (C.I. Direct Red 28)	573-58-0	0.01
147	Disodium 4-amino-3'-[[4'-[(2,4-diaminophenyl)azo][1,1'-biphenyl]-4-yl]azo]-5-hydroxy-6-(phenylazo)naphthalene-2,7-disulphonate (C.I. Direct Black 38)	1937-37-7	0.01
148	Dihexyl phthalate	84-75-3	0.01
149	Imidazolidine-2-thione (2-imidazoline-2-thiol)	96-45-7	0.01
150	Lead di(acetate)*	301-04-2	0.01
151	Trixylyl phosphate	25155-23-1	0.01
152	1,2-Benzenedicarboxylic acid, dihexyl ester, branched and linear	68515-50-4	0.01
153	Cadmium chloride*	10108-64-2	0.01
154	Sodium perborate; perboric acid, sodium salt*	-	0.01
155	Sodium peroxometaborate*	7632-04-4	0.01
156	Cadmium fluoride*	7790-79-6	0.01
157	Cadmium sulphate*	10124-36-4; 31119-53-6	0.01
158	2-benzotriazol-2-yl-4,6-di-tert-butylphenol (UV-320)	3846-71-7	0.01
159	2-(2H-benzotriazol-2-yl)-4,6-ditertpentylphenol (UV-328)	25973-55-1	0.01
160	2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (DOTE)	15571-58-1	0.01

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No	Test Item	CAS No.	Reporting Limit (%)
161	reaction mass of 2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate and 2-ethylhexyl 10-ethyl-4-[[2-[(2-ethylhexyl)oxy]-2-oxoethyl]thio]-4-octyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (reaction mass of DOTE and MOTE)	-	0.01
162	1,2-benzenedicarboxylic acid, di-C6-10-alkyl esters; 1,2-benzenedicarboxylic acid, mixed decyl and hexyl and octyl diesters with $\geq 0.3\%$ of dihexyl phthalate (EC No. 201-559-5)	68515-51-5; 68648-93-1	0.01
163	5-sec-butyl-2-(2,4-dimethylcyclohex-3-en-1-yl)-5-methyl-1,3-dioxane [1], 5-sec-butyl-2-(4,6-dimethylcyclohex-3-en-1-yl)-5-methyl-1,3-dioxane [2] [covering any of the individual isomers of [1] and [2] or any combination thereof]	-	0.01
164	1,3-propanesultone	1120-71-4	0.01
165	2,4-di-tert-butyl-6-(5-chlorobenzotriazol-2-yl)phenol (UV-327)	3864-99-1	0.01
166	2-(2H-benzotriazol-2-yl)-4-(tert-butyl)-6-(sec-butyl)phenol (UV-350) [§]	36437-37-3	0.01
167	Nitrobenzene	98-95-3	0.01
168	Perfluorononan-1-oic acid (2,2,3,3,4,4,5,5,6,6,7,7,8,8,9,9,9-heptafluorodecafluorononanoic acid and its sodium and ammonium salts	375-95-1; 21049-39-8; 4149-60-4	0.01
169	Benzo[def]chrysene (Benzo[a]pyrene)	50-32-8	0.01
170	4,4'-isopropylidenediphenol (bisphenol A)	80-05-7	0.01
171	nonadecafluorodecanoic acid (PFDA) and its sodium and ammonium salts	335-76-2 3830-45-3 3108-42-7	0.01
172	4-heptylphenol, branched and linear (4-HPbl)	-	0.01
173	4-tert-pentylphenol (PTAP)	80-46-6	0.01
174	Perfluorohexane-1-sulphonic acid and its salts (PFHxS)	355-46-4	0.01
175	1,6,7,8,9,14,15,16,17,17,18,18-Dodecachloropentacyclo [12.2.1.16,9.02,13.05,10]octadeca-7,15-diene ("Dechlorane Plus"™) [covering any of its individual anti- and syn-isomers or any combination thereof]	-	0.01
176	Benz[a]anthracene	56-55-3	0.01
177	Cadmium nitrate*	10325-94-7	0.01
178	Cadmium carbonate*	513-78-0	0.01
179	Cadmium hydroxide*	21041-95-2	0.01
180	Chrysene	218-01-9	0.01
181	Reaction products of 1,3,4-thiadiazolidine-2,5-dithione, formaldehyde and 4-heptylphenol, branched and linear (RP-HP) [with $\geq 0.1\%$ w/w 4-heptylphenol, branched and linear]	-	0.01

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No	Test Item	CAS No.	Reporting Limit (%)
182	Octamethylcyclotetrasiloxane (D4)	556-67-2	0.01
183	Decamethylcyclopentasiloxane (D5)	541-02-6	0.01
184	Dodecamethylcyclohexasiloxane (D6)	540-97-6	0.01
185	Lead	7439-92-1	0.01
186	Disodium octaborate*	12008-41-2	0.01
187	Benzo[ghi]perylene	191-24-2	0.01
188	Terphenyl hydrogenated	61788-32-7	0.01
189	Ethylenediamine (EDA)	107-15-3	0.01
190	Benzene-1,2,4-tricarboxylic acid 1,2-anhydride (trimellitic anhydride)(TMA)	552-30-7	0.01
191	Dicyclohexyl phthalate (DCHP)	84-61-7	0.01
192	2,2-bis(4'-hydroxyphenyl)-4-methylpentane	6807-17-6	0.01
193	1,7,7-trimethyl-3-(phenylmethylene)bicyclo[2.2.1]heptan-2-one (3-benzylidene camphor)	15087-24-8	0.01
194	Benzo[k]fluoranthene	207-08-9	0.01
195	Fluoranthene	206-44-0	0.01
196	Phenanthrene	85-01-8	0.01
197	Pyrene	129-00-0	0.01
198	2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)propionic acid, its salts and its acyl halides (covering any of their individual isomers and combinations thereof) [§]	-	0.01
199	2-methoxyethyl acetate	110-49-6	0.01
200	Tris(4-nonylphenyl, branched and linear) phosphite (TNPP) with ≥ 0.1% w/w of 4-nonylphenol, branched and linear (4-NP)	-	0.01
201	4-tert-butylphenol (PTBP)	98-54-4	0.01
202	2-benzyl-2-dimethylamino-4'-morpholinobutyrophenone	119313-12-1	0.01
203	2-methyl-1-(4-methylthiophenyl)-2-morpholinopropan-1-one	71868-10-5	0.01
204	Diisohexyl phthalate	71850-09-4	0.01
205	Perfluorobutane sulfonic acid (PFBS) and its salts	-	0.01

- Note:
1. "*" denotes concentration of the SVHC was conversion of test results of the corresponding metal ion
 2. "§" The substances are UVCB (substance of unknown or variable composition, complex reaction products or biological material), the test results are calculated based on the main constituents.

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TÜV SÜD Certification and Testing (China) Co., Ltd. Xia Men Branch

Approved by

Nemo



Jason

Nemo Chen
Softlines Department

Jason Zhao
Softlines Department

-- END OF THE TEST REPORT --




Face Shields

Product Datasheet

Revision 1a – August 4th, 2020

Gnomedica LLC
sales@gnomedica.com
 +1 832-957-2838
www.gnomedica.com

Product Name	Face Shields, Pack of 10		
Product Image			
Description	<p>Our face shields are one size fits all and are designed to offer liquid splash protection. Coverage begins at the forehead and extends to below the chin. They come disassembled consisting of a plastic shield, adhesive foam headrest, and rubber band, with 10 of each per pack. Assembly can be done in less than a minute with no tools required; parts just stick and snap together. These face shields may be reused by wiping the shield with a gentle detergent, lens-cleaning wipe, or alcohol wipe.</p>		
Short Description	Face Shields, Pack of 10		
Shield Dimensions	12.625" X 8.75"		
Standards Met	GB14866-2006: Specifications for personal eye protectors		
Materials of Construction	PET (Plastic shield), Synthetic Sponge (Headrest), Polyester Elastic Band (Headband)		
Shelf Life	3 Years		
Package SKU	FS-10	Package Contents	10 Face Shields
Package Dimensions	13.25" X 10.75" X 1.25"	Package Weight	11.4 oz
Case SKU	FS-200	Case Contents	20 Packages (200 Face Shields)
Case Dimensions	19.5" X 14.125" X 11.125"	Case Weight	15.8 lbs
Manufacturer	Zhongshan Haochen Work Safety Supplies & Equipment LTD		
Manufacturer Model No.	HC005		
GTIN	6973337440044		
Country of Origin	China		

Qualifications and Experiences:

Organizational and Staff Experience

Founded in the Woodlands, Texas, in April, 2020 Gnomedica (a small, minority-owned business), is a family-run maker and one-stop shop of face masks and shields. [See coverage about our organization and inspiration](#) from the Conroe Courier, our township paper and a subsidiary of the Houston Chronicle. Also see [this feature story](#) from the Princeton Alumni Weekly, which profiled us as a part of the “Tigers of the Week” series.

About our team:

We (our names are Weimen and Jessica Li) are recent graduates of Princeton University currently based in Houston, TX. Outside of our day jobs in the energy industry, our passion is to tackle actionable, pressing challenges confronting our communities in a meaningful way. This passion has taken us to create scholarships for college-bound students, fundraise mini-grants for STEM teachers in low-income districts, and mentor high-school age aspiring engineers in inventing medical devices and diagnostic tools. During the COVID19 crisis, we are committed to being part of the solution that ushers in the end of the pandemic, beginning with one mask at a time. Since April, we’ve worked with a number of state agencies and partners to help distribute products, make deliveries, and provide consultations for PPE-related goods.

Jessica Li, Co-Founder



A native of Washington DC, Jessica is trained in science and passionate about helping her community. Jessica Li is currently a public and government affairs advisor at ExxonMobil. Prior to joining the company, Jessica graduated with a degree in chemistry from Princeton University where she was the head news editor of the Daily Princetonian and actively volunteered in prison-teaching, inner-city youth development, and hospice care programs in the tri-state area. Jessica was also a regular volunteer for HIV/AIDS testing & prevention programs at the Whitman Walker Clinic. Prior to graduation, as a R&D intern at Johnson & Johnson, Jessica initiated characterization research into polymer mixtures offering anti-microbial properties with promising implications for next-generation medical sutures. She is also a published author in Nature Communications for her immunology research at the National Institutes of Health, and has also been named one of the nation’s top 300 semifinalists in the Siemens Westinghouse Competition for her research on adult T-cell leukemia at USUHS/Walter Reed. For her volunteering work, Jessica was named the Prudential Spirit of Community Awards Maryland State Honoree in 2013.

Weimen Li, Co-Founder



A native of Phoenix, Arizona, Weimen is currently an instrumentation and automation engineer at ExxonMobil, where he works to integrate machine learning and artificial intelligence in refinery renovation designs that significantly improve site safety for operators. Weimen currently holds a patent for his invention of an image-recognition computer algorithm. Outside of his job, Weimen actively explores outlets to tackle pressing challenges in his community with technology. This passion has led Weimen to build free mass-communication software tools for non-profits and mentor high-school age aspiring engineers in constructing medical devices and diagnostic tools. Prior to joining ExxonMobil, Weimen graduated with a degree in electrical engineer and robotics & intelligence systems from Princeton University, magna cum laude. He is also a recipient of the Shapiro Prize of Academic Excellence, an honor bestowed to the top 40 members of a graduating class. A Young Marine in his formative years, Weimen deeply cherishes the values of “courage, respect, honesty, and dependability.”

About our family-operated manufacturer:

With two decades of manufacturing experience, 150-strong operators, and a commitment to compassion and integrity, our family is devoted to one goal: ending COVID-19. This goal has been the driving force for Zhongshan Haochen Worker’s Safety Supplies and Equipment.

Since April 2020, Haochen’s disposable face masks, KN95 masks, and reusable face shields have supplied a myriad of private and public entities in over 10 countries including the United States, Canada, the Netherlands, Germany, and Turkey. In the United States, Haochen’s protective products have been utilized by correctional facilities, social service agencies, emergency management services, and judicial and legislative bodies across seven states.

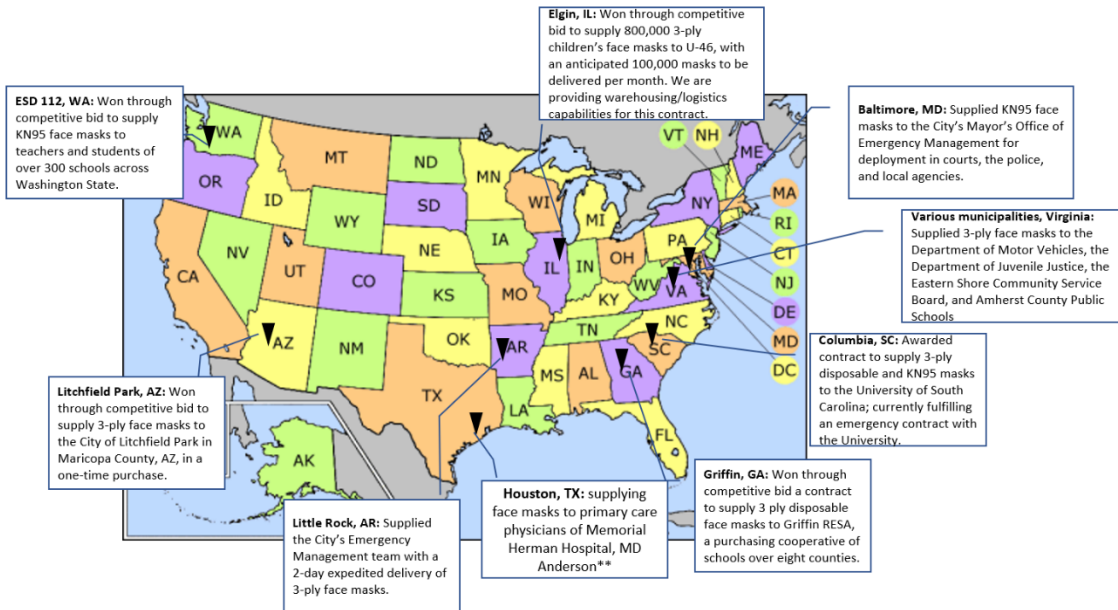
The owner and executive director of Haochen, Zhanpeng Li, is a recognized manufacturing leader in Guangzhou – China’s industrial hub” – with over two decades of operations experience. Zhanpeng and our family’s first venture in the manufacturing space commenced in 1988 with the creation of Zhongshan Xiang-Xinglong Paper Products Co. Ltd, an original producer of consumer-facing merchandise packaging material. Since its creation, Xiang-Xinglong had fulfilled contracts from a host of prominent domestic and international brands, including from the Walt Disney Company (China) Limited. Subsequently, Zhanpeng founded and operated an additional six manufacturing companies in the textile, packaging, and women’s cosmetics sectors. Zhanpeng currently serves as the chairman of the Guangzhou Chamber of Emerging Manufacturers.

**Detailed resumes for Jessica and Weimen Li are attached.*

Present and past public sector organizations served in the United States

To date, we have fulfilled individual and bulk orders for masks from a myriad of social service and critical infrastructure organizations across 9 states. Stitched into the layers and loops of every mask we assemble and deliver, compassion and the spirit of community lie at the heart of our operations. For our work in this space, we are proud to be [featured](#) by the Houston Chronicle online. This map displays organizations we’ve supplied and/or have ongoing contracts to supply.

***Masks supplied to MD Anderson were donated as a part of our charitable giving program*



Key Member Responsibilities for this collaboration:

Team Member	Responsibilities
Yiyi “Jessica” Li (Lead) Gnomedica LLC, Founding Member (832)-957-2838 jessica@gnomedica.com	<ul style="list-style-type: none">• Account Lead, Primary Point of Contact• Provide technical insight on product construction and appropriate applications• Correspond on product satisfaction, feedback, and needs (as they arise) for modification
Weimen Li Gnomedica LLC, Founding Member (346)-299-7332 weimen@gnomedica.com	<ul style="list-style-type: none">• Secondary account lead• Perform oversight and surveillance on ensuring product meets technical quality and regulatory standards.• Perform accounting, inventory management, and billing for the project.• Coordinate production and delivery

Our Inspiration

The “smiling gnome” is a nickname that Weimen and I (Jessica) gave my late father, Bing Li. My father had embraced a type of optimism that filled his life with grit, grace, and gratitude at every turn, one that defined his course when he immigrated to the United States at age 40, pushed into the tides of the 2008 recession, and even when he was told, in June of 2019, that he had stage IV(C) colon cancer, a terminal disease at its most extensive form with no cure, and that he had two weeks to live.

My father left us on January 29th, 2020 at 3:30AM, after spending 14 days on a ventilator in the ICU at MD Anderson, following an episode of acute pneumonia. I watched as he breathed his last, his heart rate on the monitor slowing down to zero, his eyelids closing in peace.

I were to truly cherish and observe the legacy that he left behind, a gift of invincible hope and resilience, then let me channel the immeasurable depths of grief into a capacity for gratitude and the momentum for action.

Just four weeks after my father left us, it was as if our own ordeal had portended a tragic, commonplace narrative that would touch millions of families across the world. COVID-19 is disease that exacts its greatest toll on the most vulnerable – people who resemble my father. And as the pandemic breached borders and bypassed all containment measures struggling to keep up with an evolving pathogen, images of makeshift hospitals, overtaxed clinics, and healthcare workers fighting to save lives with dwindling supplies emerged from all corners. By mid-March, a once seemingly far-fetched idea of national lock-downs had shaken communities close and far.

As we wondered about how to help, support from our bigger family across the Pacific Ocean rolled in. Leveraging our manufacturing experience that spans decades, we’re finding exceptional meaning in this project – bridging communities looking for PPEs with reliable, affordable, and made-to-standard goods from our own plants.

References

Reference 1:

Organization Name: City of Baltimore
Contact Name: Mr. Dennis Winterwerp
Title: Emergency Management Specialist
Phone Number: (410) 396-6188
Years of Service: Since May 2020
Description of Service: We provided KN95s to the City for further deployment among first responders.
Annual Volume: \$122,500
Email Address: Dennis.Winterwerp@Baltimorecity.gov

Reference 2:

Organization Name: Elgin Area School District U-46
Contact Name: Mr. Justin Farrell
Title: Assistant Director of Center of Distribution
Phone Number: 847-888-5000 x 5323
Years of Service: Since June 2020
Description of Service: Through a competitive bid with participation from over 103 vendors, we were awarded a full-year contract to supply around 800,000 children's face masks with a monthly delivery quantity of 100,000. We anticipate that these masks will be distributed to U-46's elementary school students. See [coverage](#) from the Chicago Tribune.
Annual Volume: \$96,000
Email Address: justinfarrell@u-46.org

Reference 3:

Organization Name: Amherst County Public Schools
Contact Name: Mr. Wayne Cocke
Title: Supervisor of Operations and Maintenance
Phone Number: 434-946-9340
Years of Service: Since July 2020
Description of Service: We provided 116,000 adult 3 ply face masks and 52,000 children's sized masks
Annual Volume: \$30,000
Email Address: wcocke@amherst.k12.va.us

Financial Statements:

Our balance sheet and income statement are attached in the following pages.

Cost Reimbursement Experience

Per the RFP, this contract is a fixed-price contract, not a cost-reimbursement contract. We will supply are goods at the firm, fixed prices stated in our proposal with net payment terms to all customers ordering through this contract. We will not supply any goods on a reimbursable basis.

Education:**Princeton University 2018** (GPA: 3.5/4.0)

Graduates with degree in chemistry and certificate in history and practice of diplomacy, completed all courses in "pre-med" track

Richard Montgomery High School 2014 (GPA: 3.9/4.0)

Graduated with Diploma and Certificate of Merit from Magnet International Baccalaureate Program

Key Experiences:**Co-Founder, Member at Gnomedica LLC** Apr. 2020 – Now

- Lead coordination with both domestic and international PPE manufacturers to negotiate pricing and ensure quality consistency of key products.
- Manage key client relations with partners including municipality emergency managements, social service agencies, correctional facilities, and local clinics.
- Spearhead company's corporate social responsibility efforts including mask donations for vulnerable populations, free consultation services, and creation of PSAs.

Public and Government Affairs Strategist at ExxonMobil Jun. 2018 – Now

- Oversee and execute digital and social media strategy in corporate reputation group to promote awareness and advocacy of key emissions-lowering technologies, such as biofuels, carbon capture, and power grid transition research.
- Led intelligent, predictive analytics and optimization that improved content recall and resonance among key audiences by 45% while sizably reducing marketing cost.
- Engage key executives, stakeholders, and external partners including the Department of Energy's National Labs, consortium collaborators like IBM and Microsoft, and more than 80 universities worldwide to amplify communication on key steps of leading the energy transition.

Medical Devices R&D Intern at Ethicon, a Johnson & Johnson Company Jan. – Jun. 2018

- Offered co-op position in Ethicon, the largest medical sutures manufacturer by market cap; initiated characterization research into novel, biodegradable polymer mixtures with promising implications for next-generation anti-microbial surgical sutures.
- Conducted analysis of dynamics of interaction between silver nitrate, an anti-bacterial agent, and a suspension of calcium carbonate and poly-ethylene glycol and when superficially deposited onto a polylactic suture scaffold.
- Examined the morphology, kinetics, and substrate interactions of additional polymeric surface materials through scanning electron microscopy (SEM) and optical microscopy; developed standard operating procedures for Zeiss EVO 10 SEM specific to biodegradable polymer characterization.

Legislative Intern at the House of Representatives Aug. – Sep. 2017

- Assigned to the office of Congressman John Delaney (MD-06), a former member of the Joint Economic Committee.
- Authored memos on key healthcare, energy, and environmental regulations and legislations including the reauthorization of CHIP program in 2017.
- Attended closed-door briefings organized by party leadership; conducted quantitative analysis of economic policies with other congressional offices.

Research Intern at National Institutes of Health Jun. 2015 – Aug. 2016

- Placed through competitive process in laboratory of Distinguished Investigator (designation for top 2% of NIH Principal Investigators), Dr. Warren Leonard, at the National Institute of Heart, Lung, and Blood.
- Identified a key tumor suppressor gene as a novel regulator of T-cell differentiation with therapeutic implications for a host of autoimmune diseases; findings were published in Nature Communications.
- Initiated analysis of potential therapeutic targets of multiple sclerosis; observed a protein deficiency in mice models with probable causal linkage.

Policy Intern at the National Academy of Sciences Aug. – Sep. 2016

- Developed comprehensive literature review of all National academy works pertinent to chemical, biological, radiological, and environmental hazard countermeasures in the last decade; authored memo on the advantages and limitations of grassroots volunteerism during times of crises.
- Helped organize workshop with healthcare leaders across the country on utilizing mental health approaches to mitigate youth radicalization and violent extremism.

Additional Experiences:**Researcher in Princeton Chemistry Department Laboratory of Interface Chemistry** Jan. 2017 – May. 2018

- Patterned and characterized medical-grade polyurethane surfaces with titanium-oxide to produce "smart," scaffolds providing topographical instructions for cellular architecture; proof-of-concept offers potential for new tissue implants for traumatic injuries.

Summer Policy Research Intern at Anchor House Inc. Jun. – Aug. 2017

- Interviewed youths served by agency's Housing First initiative in inner-city Trenton, NJ for qualitative data on mental health, physical health, education, employment status, and homelessness status to assess program efficacy that led to a new state grant proposal by agency.

New Jersey Correspondent for the Associated Press Apr. 2017 – May. 2018

- Pitched and authored stories pertaining to the Princeton University community that appeared New York Times, ABC, Washington Post, etc.
- Completed investigative reporting assignment on allegations of Anti-Semitism in Mahwah, New Jersey, with subsequent story appearing in the LA Times, Seattle Times, San Francisco Chronicle, and 12 other most widely-circulated national publications.

Head News Editor at The Daily Princetonian Jan. 2016 – Jan. 2017

- Managed team of 50 writers that produced over 600 stories; authored 120 stories that expanded coverage areas to the graduate school and town.
- Represented paper at the 2016 Christopher J Georges Conference hosted by the Niemen Foundation; awarded the Donald Clive Stuart Prize for excellence and sensitivity in reporting, a recognition is given to one masthead staff per year.

Research Trainee at Uniform Services University of the Health Sciences Jun. 2011 – Aug. 2014

- Investigated a viral causative agent of Adult T-cell leukemia and identified a novel therapeutic target in the metabolic pathway; named one of 300 semifinalists in the nation for this project in the Siemens Westinghouse Competition, the premiere science research competition for U.S. high school seniors.

Other Engagements:

Community Service: ExxonMobil New Employees Community Service Board Member (2020); Princeton Class of 2018 Vice President of Houston Region (2020); Chinese Professional Club Scholarship Committee Chairwoman (2020); QuestBridge mentor for low-income high school students (2020); Smithsonian National Zoo Interpreter (2016); Whitman-Walker AIDS Clinic Outreach/Testing volunteer (2014-present); Vice President of Montgomery County (MD) Regional Student Government Association (2014).

Major Awards:

Aspen Ideas Festival Scholar (2019)
 Siemens 'We Can Change the World' Challenge National Finalist (2014)
 Maryland State Honoree of Prudential Spirit of Community Awards (2014)
 Maryland Clean Energy Center 'Next Generation' Award (2013)
 Siemens Westinghouse Competition in Science, Math, and Technology Semifinalist (2013)

Weimen Li

163 Black Swan Pl.
Magnolia, TX 77354

(602)-323-4244
Weimen.Li.3.14@gmail.com

Education:

Princeton University, 2017

3.84 Major GPA, 3.71 Culminative GPA

B.S.E. in Electrical Engineering (magna cum laude), Certificate in Robotics and Intelligence Systems

- Awarded the Bradley Dickinson Prize for Complex System Design, given to one member of the graduating class for outstanding thesis research in electrical engineering
- Awarded the Shapiro Prize for Academic Excellence, an honor conferred upon top 2% of students, in fall 2015
- Received Dean's Letter of Commendation, a recognition for students with the highest academic achievements
- Graduate Level Coursework: Principles of Power Electronics; Wireless and High Speed Integrated Circuits and Systems
- Select Coursework: Automatic Control Systems; Robotics and Intelligence Systems; Design of Very Large-Scale Integrated (VLSI) Systems; Electronic Circuits: Devices to Integrated Circuits; Introduction to Systems Programming; Computer Architecture

Work Experience:

Gnomedica LLC – Founding Member

Spring 2020 to Present

- Founded company to distribute masks and face masks during the COVID-19 crisis.
- Assumed primary responsibility for accounting and operations.

ExxonMobil Research and Engineering – Instrument Engineer

Summer 2018 to Present

- Performed pioneering research with computer vision for process control, with patent filed
- Assisted in the rollout of global industrial control systems cybersecurity standard
- Provided instrumentation support for capital and pipeline projects across the Americas region

OPEX Corporation – Member of the Technical Staff

Summer 2017 to Summer 2018

- Designed electrical circuits and assemblies for warehouse bots that significantly lower material handling operations costs, including isolated switched-mode DC-DC converters, non-COTS environmental sensing circuits, and wireless DAQs
- Researched and developed design and testing methodologies for circuits operating in harsh environments, including extreme temperature, humidity, and vibration
- Guided electrical technicians, CAD Designers, and electrical testers in circuit repair, layout, and testing
- Coordinated across electrical, mechanical, software, and manufacturing units to diagnose and remedy system faults

Lightening Energy – Electrical Engineering Intern Leader

Summer 2016, Summer 2015

- Developed testing methodology on proprietary lithium ion battery technologies to help secure US Navy SBIR grant
- Led a team of two interns to design and build an autonomous robot as part of multi-million dollar investment pitch
- Introduced and facilitated the use of real-time, concurrent embedded programming concepts for team members
- Modeled cost-minimizing control system for distributed electricity generation as part of feasibility study for new venture

MIRTHE – Undergraduate Research Intern

Summer 2014

- Designed waveguide for 16 μm Quantum Cascade Laser as part of research to miniaturize trace atmospheric gas sensors
- Used COMSOL and MATLAB to model EM wave behavior, later adapted by a graduate student in her research

Software Tools and Languages Summary:

- Languages: Python, C, C++, Java, MATLAB, Assembly (IA-32, MIPS), Java for Android OS, SystemVerilog
- Tools: Altium Designer, Cadence Design Suite (Layout and Simulation), Microsoft Visio, LaTeX, Vivado, LTSpice, Eclipse, Embitz, Android Studio, Subversion, Git(Hub)

Gnomedica LLC

Balance Sheet

Basis: Accrual

As of 30 Jun 2020

Account	Total
ASSETS	
Current Assets	
Bank	
Bank of America - Checking	123,933.32
PayPal Bank	374.19
	124,307.51
Accounts Receivable	8,630.43
Other Current Assets	
Finished Goods	14,836.63
Inventory Asset	1,979.31
Prepaid Expenses	21.88
	16,837.82
Total Current Assets	149,775.76
Other Assets	
Jessica - Non Capital Account	33.28
Weimen - Non Capital Account	-192.91
Total Other Assets	-159.63
Fixed Assets	
Petty Assets	44.88
Total Fixed Assets	44.88
	TOTAL ASSETS
	149,661.01
LIABILITIES & EQUITIES	
Liabilities	
Current Liabilities	
Accounts Payable	91,227.81
Employee Reimbursements	112.13

Account	Total
Tax Payable	13.75
Total Current Liabilities	91,353.69
Total Liabilities	91,353.69
Equities	
Current Year Earnings	46,807.32
Owner's Equity	0.00
Weimen's Capital Account	5,750.00
Yiyi's Capital Account	5,750.00
Total for Owner's Equity	11,500.00
Total Equities	58,307.32
TOTAL LIABILITIES & EQUITIES	149,661.01

Amount is displayed in your base currency **USD

ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- Respondent agrees to all terms and conditions outlined in each of the following exhibits
 - Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
-
- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
 - Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
 - Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
 - Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE
Equalis Group

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name: Gnomedica LLC
Street: 163 Black Swan Pl
City, State, Zip Code: Magnolia, Texas 77354

State of ~~New Jersey~~ Texas

County of Montgomery

I, Yiyi Jessica Li of the Magnolia
Name City

in the County of Montgomery, State of Texas of full
age, being duly sworn according to law on my oath depose and say that:

I am the Co-founder, member of the firm of Gnomedica LLC
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison
Township Board of Education attached proposal, and that I executed the said proposal with full authority to do
so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion,
or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and
that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full
knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in
said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods,
services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,
except bona fide employees or bona fide established commercial or selling agencies maintained by

Gnomedica LLC
Company Name

Yiyi Li
Authorized Signature & Title

Commonwealth of Virginia, County of Arlington
Subscribed and sworn before me

this 5th day of August, 2020
by Yiyi Li.

Andrea Victoria Fuentes

Notary Public of New Jersey
My commission expires Feb. 29, 2024



Notarized online using audio-video communication

SEAL

Appendix B: PRICING (Attachment B)

Region 10 ESC requests that potential Respondents offer the products requested at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced **or** listed as free and unlisted services will not be accepted. Please submit price lists and/or catalogs in excel or delimited format.

Pricing must be entered into the worksheet within the Attachment B as follows:

Product/Services Price List

- Please provide all individual product/service pricing here.
- All relevant columns in this worksheet should be completed.

Other Pricing & Discounts

- Pricing here may be provided as a supplement to pricing on the product/services worksheet.
- Additional charges such as shipping charges and optional product warranties not already included in the Products/Services Price list should be provided in this worksheet.
- All other discounts, such as volume discounts, may be provided here.
- This worksheet may be left blank by the vendor if appropriate.

Not to Exceed Pricing

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Other Restrictions and Fees

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

Appendix C: CERTIFICATES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Appendix D: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form (“Contract”) is made as of _____, by and between _____ (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of Personal Protection Equipment (PPE) Products (“the products and services”).

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

Compliance: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

Respondent's promise: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4.□ **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5.□ **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6.□ **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8□ **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1.□ **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2□ **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3□ **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4□ **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.5□ **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1□ **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2□ **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3□ **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1□ **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2□ **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3□ **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4□ **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5□ **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6□ **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at info@equalisgroup.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required

	Admin Fee % *required
	Admin Fee \$ *required

ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor’s responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

ARTICLE 10- PRICING AUDIT

10.1□ **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1□ **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2□ **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3□ **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4□ **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5□ **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6□ **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7□ **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1□ **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2□ **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3□ **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4□ **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5□ **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6□ **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7□ **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1□ **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2□ **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3□ **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4□ **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5□ **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo

or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member’s release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations:** It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity

and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Gnomedica LLC

Address 163 Black Swan PI

City/State/Zip Magnolia, TX, 77354

Telephone No. 202-288-5869

Fax No. N/A

Email address jessica@gnomedica.com


Printed name Yiyi Jessica Li

Position with company Co-founder, member

Authorized signature _____

Term of contract September 1, 2020 **to** August 31, 2023

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

 10/5/20
 Region 10 ESC Authorized Agent Date

Rickey Williams
Print Name

Equalis Group Contract Number EQ-072020-01A

Appendix E: ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

- DOC #11 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #17 General Terms & Conditions and Acceptance Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

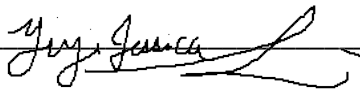
DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Coedia

Title of Authorized Representative: Yiyi "e" a"

Mailing Address: a P

Signature: 

DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Coedita

Title of Authorized Representative: Yiyi "eija" i

Mailing Address: Ma oia T

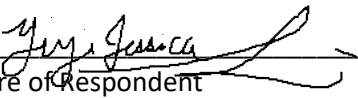
Signature: 

DOC #3 LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

□□□□□□□□

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor’s Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

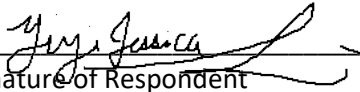
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

□□□□□□□□

Date

DOC #5 ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Co edia

ADDRESS a aP

Ma ia

PHONE

FAX

RESPONDANT

 Yiyi Jessica
Signature

 Yiyi "e a"
Printed Name

 o o der Me er
Position with Company

AUTHORIZING OFFICIAL

 Yiyi Jessica
Signature

 Yiyi "e a"
Printed Name

 o o der Me er
Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "resident Bidder"
- I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Company Name	Address	City
State	Zip	City

DOC #10 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? _____
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

Does vendor agree? _____
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? _____
(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? _____
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? _____
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? _____
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? _____
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? _____
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory

level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____
(Initials of Authorized Representative)

12. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? _____
(Initials of Authorized Representative)

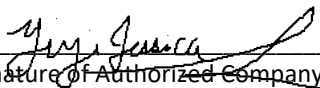
13. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? _____
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name


Signature of Authorized Company Official

Printed Name

Title

Date

DOC #11 ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

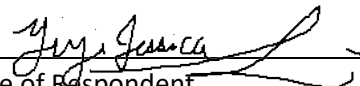
AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Respondent

Date

DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Cooperia

Street: 1000a Pa Ma Coia T

City, State, Zip Code: Ma Coia T

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Yiyi "e e a" i, a partner in Cooperia, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Yiyi "e e a" i	1000a Pa Ma Coia T	10%
e e i	1000a Pa Ma Coia T	10%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Yiyi "e e a" i
Authorized Signature and Title

Date

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

Company Name: _____
Street: _____
City, State, Zip Code: _____

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

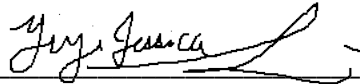
Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
- 2. A photo copy of their Certificate of Employee Information Report _____
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _____
AA201-A upon receipt from the Harrison Township Board of Education
- B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.



Authorized Signature and Title

Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

8. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Sole Proprietorship

Limited Liability Partnership

Corporation

Limited Partnership

Limited Liability Corporation

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Not applicable

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2 ____.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

ATTACHMENTS

ATTACHMENT A: Equalis Group Exhibits

ATTACHMENT B: Pricing

ATTACHMENT C: State Notice