

REQUEST FOR PROPOSAL #R10-1136 FOR: INDOOR AIR QUALITY PRODUCTS & SERVICES

May 20, 2022

Section Two:
Proposal Submission, Questionnaire and
Required Forms

| | |
|---|----|
| Proposal Form Checklist | 3 |
| PROPOSAL FORM 1: ATTACHMENT B – PRICING..... | 4 |
| PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA..... | 5 |
| PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES | 22 |
| PROPOSAL FORM 4: CLEAN AIR WATER ACT | 23 |
| PROPOSAL FORM 5: DEBARMENT NOTICE | 24 |
| PROPOSAL FORM 6: LOBBYING CERTIFICATION | 24 |
| PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS | 26 |
| PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS..... | 27 |
| PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295 | 28 |
| PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION | 29 |
| PROPOSAL FORM 11: RESIDENT CERTIFICATION..... | 30 |
| PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM | 31 |
| PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS..... | 37 |
| PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)..... | 39 |
| PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT | 40 |
| PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)..... | 41 |
| PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM | 44 |
| PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION | 49 |
| PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM..... | 50 |
| PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT | 51 |
| PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE..... | 52 |
| PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM | 53 |

Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

PROPOSAL FORM 1: ATTACHMENT B - PRICING

QUESTIONNAIRE & EVALUATION CRITERIA:

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:

- PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- PROPOSAL FORM 5: DEBARMENT NOTICE**
- PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**
- PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**
- PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

| Evaluation Criteria | Question | Answer |
|---|---|---|
| Basic Information | | |
| Required information for notification of RFP results | <i>What is your company's official registered name?</i> | BLADE FILTERS INC. |
| | <i>What is the mailing address of your company's headquarters?</i> | 33 MILVAN DRIVE., NORTH YORK ONTARIO M9L 1Y8 CANADA |
| | <i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i> | LESLIE SMITH ACCOUNT EXECUTIVE lsmith@bladeair.com 905-719-9715 |
| Products/Pricing (30 Points) | | |
| Coverage of products and services | No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination | |
| Ability of offered products and services to meet the needs requested in the scope | No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination | |
| Pricing for all available products and services, including warranties if applicable | <i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i> | YES |
| | <i>Does pricing submitted include the required administrative fee?</i> | YES |
| | <i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i> | Bulk order purchasing Co-operative purchasing |

| | | |
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| Ability of Customers to verify that they received contract pricing | <i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i> | YES |
| | <i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i> | <p>List price as advertised Verified through www.theairpurfierstore.com www.airpurifiersandcleaners.com</p> <p>Methodology – Line item/fixed pricing – Products are offered at specific contract prices – bulk purchase through negotiations Percentage discount from catalogue – verified through a published agency</p> |
| Payment methods | <i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i> | <p>When an order is ready to ship a packing slip will be generated by Blades shipping department. Within one (1) to two (2) business days the packing slip will be sent to accounting to verify preferred payment arranged prior to the order being fulfilled with the client. I.e.: wire transfer, credit card, or credit terms etc. Accounting will generate an invoice with shipping details and send electronically to the clients appropriate dept. for confirmation and payment arrangements as described above.</p> |
| Other factors relevant to this section as submitted by the Respondent | No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination | |
| Performance Capability (25 Points) | | |
| Product capabilities | <i>Please outline the types of products and equipment you will be offering. Include information related to the type of air quality system, capacities, efficiencies, MERV ratings (where applicable), and any other features or benefits of your product. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.</i> | <p>HCFM-1 – Portable Hepa Air Purifier Included with the purifier</p> <ul style="list-style-type: none"> • One (1) cubic foot of Industrial Grade HEPA - 99.97% at 0.3 microns • One (1) Activated Carbon Pleated Prefilter for reduction of VOC's • One (1) Merv 8 Prefilter • One of the highest proven CADR's/CFM in the market – CADR rated 530 / CFM 1019 • Locking casters • Variable Speed • Timer available at extra cost • 100% galvanized steel/powder coated • 360-degree air discharge from top, eliminating directional jet stream • 3-year warranty all parts and labor • Smart Application available at additional charge • Ozone Free • Energy Star Approved • UL2998 & CSA approved • CARB Approved • Made in North America |

UV-C Induct – Air Purification – Various Sizes Available

UV110V/UV208V/CA208V

- 100 % Zero Ozone
- 300 W UVC Bulbs
- BAS Integration
- 43,800 Hours Running Life
- Estimated Life Span – 10+ years
- Power Source 110 V or 208 v
- Reflective paneling
- 99.9% reduction in airborne virus
- UL 2998 Certified
- ASHRAE Approved
- Bulb life alarm indicators
- CADR – 500 to 5000
- Airflow sense activation
- Daisy Chain available
- Made in North America

Inflow/Inline

Models available

10/24

16/20

16/36

36/36

Features

Easy plug-and-play installation (No Need for Electrician)

8x Ultra High-Intensity 36-Watt UVC Lamps (648 watts total)

Wi-fi enabled

Multi-task colour touch screen for maintenance and manual monitoring

Differential pressure sensor on board for any up-stream filter system

Flow control for ON/OFF cycle

Produces No Ozone

Lamp change recommended after Approx. 13,000 hours of on-time (approx. 3 years)

100% UVC exposure along with enough dwell time to achieve maximum irradiation performance and kill ratio of unwanted pathogens

Destroys 99.9% of Airborne Pathogens

Specs

Power requirements: 110 v – 50/60hz

Energy consumption – 5 amps @ 110v

Weight – 50lbs

Control panel – On/Off Switch
Housing Material- Aluminum
Dimension – 37" (l) x 24" (h) x 10" (d)
Airflow – Flow switch detection on/off cycle
Electrical Safety certification – ETL Certification
Max CFM Allowance – 1,500
Static pressure – 0.79 wc

Hybrid

Models available

10/24

16/20

16/36

Features

30x Ultra High-Intensity 36-Watt UVC lamps (1080 watts total)
3x Ultra High reflective tunnels (93% UVC reflective factor)
Wi-Fi Enabled for remote monitoring and control
Produces No Ozone
Lamp change recommended after Approx. 13,000 hours of on-time (approx. 3 years)
Destroys 99.9% of Airborne Pathogens

Specs

Power requirements: 220 v – 50/60hz
Energy consumption – 8.6amps @ 220V
Weight – 120lbs
Housing Material- Aluminum
Dimension – 72" (l) x 28" (h) x 28" (d)
CFM - 2500
Electrical Safety certification – ETL Certification

Wall Mount/Stand Alone

Models available

Low Pro

Pro

Elite

Ultra

Features - Low Pro

Cleanable Pre-Filters
Plug-and-Play
Bulb Replacement Light Indicator
Suggested Coverage: 1,200 Cubic Feet with Recommended Air Turnover of 10 Minutes
Produces No Ozone

Destroys 99.9% of Airborne Pathogens

Specs – Low Pro

Power Requirements – 110 AC
Energy Consumption – 2.5 Amps, 60HZ
Weight – 30 lbs
Housing Material – Aluminum Powder Coat
Dimensions – 26” W x 17” H x 4.5 » D
Electrical Safety Certification – ETL Certification
Number of Bulbs – 4 x 36-Watt Bulbs
CFM – 60 -120 CFM

Features – Pro

Cleanable Pre-Filters
3x Photocatalytic Elements
Three UVGI Chambers
Plug-and-Play
Auto Filter Detection
Auto Lamp Detection
Multitask Colour Touchscreen for Maintenance and
Monitoring Wi-Fi Enabled for Remote Monitoring and Control
Suggested Coverage: 1,300 Cubic Feet with Recommended Air Turnover of 10 Minutes
Produces No Ozone
Destroys 99.9% of Airborne Pathogens

Specs – Pro

Power Requirements – 110 AC
Energy Consumption – 2.5 Amps, 60HZ
Weight – 36 lbs
Control panel – Color touch screen – wi-fi enabled
Housing Material – Aluminum Powder Coat
Dimensions – 22.2” W x 14.7” H x 7.5 » D
Electrical Safety Certification – ETL Certification
Number of Bulbs – 6 x 18-Watt Bulbs
CFM – 65 – 130 CFM

Features – Elite

Cleanable Pre-Filters
4x Photocatalytic Elements
Three UVGI Chambers
Plug-and-Play
Auto Filter Detection
Auto Lamp Detection
Multitask Colour Touchscreen for Maintenance and Manual Monitoring

Wi-Fi Enabled for Remote Monitoring and Control
Suggested Coverage: 3,000 Cubic Feet with Recommended Air Turnover Every 10 Minutes
Produces No Ozone
Destroy 99.9% of Airborne Pathogens

Specs – Elite

Power Requirements – 110 AC
Energy Consumption –6 Amps, 60HZ
Weight –50 lbs
Control panel – Color touch screen – wi-fi enabled
Housing Material – Aluminum Powder Coat
Dimensions – 25.5” W x 20.7” H x 9.4 » D
Electrical Safety Certification – ETL Certification
Number of Bulbs – 6 x 36-Watt Bulbs
CFM – 150 – 300 CFM

Features – Ultra

Cleanable Pre-Filters
5x Photocatalytic Elements
Four UVGI Chambers
Plug-and-Play
Auto Filter Detection
Auto Lamp Detection
Multitask Colour Touchscreen for Maintenance and Manual Monitoring
Wi-Fi Enabled for Remote Monitoring and Control
Suggested Coverage: 7,500 Cubic Feet with Recommended Air Turnover of 10 Minutes
No Ozone
Destroys 99.9% of Airborne Pathogens

Specs – Ultra

Power Requirements – 110 AC 50/60HZ
Energy Consumption –4.5 Amps, 60HZ
Weight – 41 lbs
Control panel – Color touch screen – wi-fi enabled
Housing Material – Aluminum Powder Coat
Dimensions – 29.25” W x 52.6” H x 12 » D
Electrical Safety Certification – ETL Certification
Number of Bulbs – 12 x 36-Watt Bulbs
CFM – 375-750 CFM

Ceiling Mount

Model DCU 300 W 400 features

99.9% destruction of microorganisms
Scientifically proven to destroy 99.9% of airborne viruses, bacteria & molds
No Ozone
10 Year Lamp Life (55,200 Hours)
Plug and Play Design
300 Watt Bulb
1 x Centrifugal In-Line Fan
Easy fit ceiling tile mount

Model DCU 300 W 400 Specs

Power Requirements – Single Phase 110 AC 50/60 HZ
Energy Consumption –4.Amp max (480 watt) @ 110v AC
Weight – Lamp assembly 25 lbs/ Fan assembly 10lbs
Power Control: On/Off Switch
Housing Material – Aluminum
Lamp Dimensions – 11 » (h) x 24 » (w) x 48 » (d)
Fan Assembly Dimensions – 16 » » (h) x 24 » (w) x 24 » (d)
Airflow Detection – Differential Pressure Switch
Electrical Safety Certification cETLis Certified, UL Certified & CSA Standards
Status Indicator: Status/Bulb Life Indicator
CFM – 400 CFM

Ceiling Mount

Model DCU 300 W 800 features

99.9% destruction of microorganisms
Scientifically proven to destroy 99.9% of airborne viruses, bacteria & molds
No Ozone
10 Year Lamp Life (55,200 Hours)
Plug and Play Design
300 Watt Bulb
2 x Centrifugal In-Line Fan
Easy fit ceiling tile mount

Model DCU 300 W 800 Specs

Power Requirements – Single Phase 110 AC 50/60 HZ
Energy Consumption –5.5.Amps max (720 watt) @ 110v AC
Weight – Lamp assembly 25 lbs/ Fan assembly 20lbs
Power Control: On/Off Switch
Housing Material – Aluminum
Lamp Dimensions – 11 » (h) x 24 » (w) x 48 » (d)
Fan Assembly Dimensions – 16 » » (h) x 24 » (w) x 36" » (d)

Airflow Detection – Differential Pressure Switch
Electrical Safety Certification cETLis Certified, UL Certified & CSA Standards
Status Indicator: Status/Bulb Life Indicator
CFM – 800 CFM

Ceiling Mount

Model DCU 300 W 1200 features

99.9% destruction of microorganisms
Scientifically proven to destroy 99.9% of airborne viruses, bacteria & molds
No Ozone
10 Year Lamp Life (55,200 Hours)
Plug and Play Design
300 Watt Bulb
3 x Centrifugal In-Line Fan
Easy fit ceiling tile mount

Model DCU 300 W 1200 Specs

Power Requirements – Single Phase 110 AC 50/60 HZ
Energy Consumption –6.5.Amps max (720 watt) @ 110v AC
Weight – Lamp assembly 25 lbs/ Fan assembly 30lbs
Power Control: On/Off Switch
Housing Material – Aluminum
Lamp Dimensions – 11 » (h) x 24 » (w) x 48 » (d)
Fan Assembly Dimensions – 16 » » (h) x 24 » (w) x 48”» (d)
Airflow Detection – Differential Pressure Switch
Electrical Safety Certification cETLis Certified, UL Certified & CSA Standards
Status Indicator: Status/Bulb Life Indicator
CFM – 800 CFM

Portable

Models SA-800

SA-800 features :

Whisper Quiet Operation
Minimal Maintenance
Bluetooth Enabled

SA 800 - Specs

Power Requirements - 110V AC, Single Phase, 50/60 Hz
Energy Consumption - 6 Amp Max @110V AC
Weight - 75 lbs. (34 kg)
Fan Speeds - 10 Fan Speeds
Dimensions - 24.5” (W) x 19” (D) x 42.5” (H)

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| | | <p>Electrical Safety Certification- cETLus, UL and CSA Standards CFM – 300 – 800 CFM on SA800 Noise Level – 21 – 49 dba Warranty – 3 years Monitoring - Bluetooth Enabled for Remote Monitoring Bulb life – 6+ years (55,200 hours) Bulb - 300 Watt</p> <p><u>Electrostatic Filters – Induct - 1” & 2” standard filters</u></p> <ul style="list-style-type: none"> • Filter performance – 0.007 microns • Pressure drop – 0.13 w.i.c • VOC reduction 46% in 48 hours • Energy savings - 5- 10 % • 100% ozone free • CSA & FCC Approved • Air Quality Alerts • Wireless • Available in all sizes • Custom filters available based on quantities |
| <p>Ability to deliver, design, and install products and services</p> | <p><i>Please outline any other services you provide, such as startup & commissioning, energy management, design, equipment rentals, financial services, etc.</i></p> <p><i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i></p> <p><i>List the number and location of offices, or service centers for all states being proposed in solicitation</i></p> | <p>Full time Engineering Department on site.</p> <p>We will cover all states and all regions in the United States. We work with numerous distributors and contractors in North America. Our feature product the HCFM-1 Portable Hepa Air Purifier is plug, play, and requires no outside services.</p> <p>National distribution Alabama -Dealer Indiana – Dealer Oregon – Dealer New York - Dealer Pennsylvania – Dealer New Hampshire – Dealer South Carolina – Dealer North Carolina Dealer</p> |

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| <p>History of meeting the delivery, installation, and maintenance timelines</p> | <p><i>Outline the typical installation and startup process, anticipated timelines and any ongoing maintenance that may be required.</i></p> | <p>HEPA AIR PURIFIER Blade's main product is a plug and play Portable Hepa Air Purifier. Blade delivered over 30,000 + Air Purifiers in 2020 and 2021 to the Ministry of Ontario for use in schools and hospitals during a time when most manufacturers of Hepa Air Purifiers were at a standstill and did not miss one deadline. OECM Reference letter provided to verify delivery.</p> <p>Maintenance of these units is very easy. Step 1: Remove the top of the unit by taking off the four (4) tamper-proof screws. Step 2: Simply undue the fasteners in unit, then remove the carbon filter and HEPA filter by lifting them. Step 3: Put the new filters back in. HEPA first, then carbon filter. Step 4: Put the fasteners back on. Step 5: Place the lid back on the unit and put the four tamper-proof screws back in place. Suggested change of the HEPA filter and pre-filter is every 6 months. Suggested change of the carbon filter is every 12 months. Our team offers a white-glove maintenance service where we will conduct all servicing and disposal of filters.</p> <p>UV-C Application In Duct Model 300W – 110 V/208V/CA208V Blade's UV-C application will require installation. The 300 W models require no maintenance - Bulb life span of 10+ years The Inflow/inline – Bulb changing at 3 years running at 24 hours per day Hybrid – Bulb changing at 3 years running at 24 hours per day Wall Mount /Stand Alone – Low Pro/Pro/Elite/Ultra – bulb changing at 1.5 years running at 24 hours a day Portable SA-800 & SA-1600 have a life span of 10+ years</p> <ul style="list-style-type: none"> • Merv 8 Filters should be changed every 3 months <p>Electrostatic Filtration – In Duct Electrostatic Filtration performance of 0.007 microns exceeds Merv 8 & 13 filter performance of 0.03 microns Filters are easily changed by the maintenance dept. at less frequency and cost Electrostatic filtration are less wear and tear on the customers HVAC unit 5 – 10% overall energy building savings</p> |
| <p>Response to emergency orders and maintenance repair/requests</p> | <p><i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i></p> | <p>Blade stocks 1000 units of our number one selling Air Purifier the HCFM-1 Hepa Air Purifier. All other products deliver in 5 – 10 business days.</p> |
| <p>Ability to meet the warranty needs of members</p> | <p><i>Describe the warranty, including equipment, parts, labor, software, hardware and any other service or equipment that would require a</i></p> | <p>Blade provides a full replacement warranty for three (3) years against any defects, on motors and one (1) year on components including but not limited to the following: (a) Faulty material/components.</p> |

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| | warranty. Include how you support the warranty. | (b) Labour cost and, (c) Manufacturing defects. |
| Customer service/problem resolution | <i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i> | <p>Having implemented these solutions in thousands of classrooms across Ontario, Blade has developed a reputation for providing top quality products, with the utmost amount of customer service. Throughout the entire process, Blade is focused on providing as much as value to our clients as possible. We are happy to answer any questions or make any customizations as requested by the client to meet their needs.</p> <p>Throughout the manufacturing, delivery, and installation process we will always be in communication with our clients. At minimum, we provide weekly updates to our clients, when things are busier and more deliveries are required, we will communicate daily to ensure everyone is in the loop. Blade Filters will provide a responsive account executive (with applicable back-up) assigned to Section 10 clients to support their needs by providing day-to-day and ongoing administrative support, and operational support; comply with agreed upon escalation processes to resolve outstanding issues; respond to the Section 10 Client's inquiries (e.g. day-to-day activities) within one (1) Business Day; Provide easy access to our customer support(e.g. online, toll free telephone number, email, voicemail, chat or fax); Provide Client reporting; and, attend meetings with Clients, as requested.</p> <p>In terms of technical expertise/support, our team of engineers and sales representatives can answer any questions requested. Our units are 100% North American made, so we can provide any manufacturing modifications requested. We will manage issue resolution in a timely manner; ensuring minimal disruption to the Client; and provide written notice to Clients on any scheduled shut down that would impact services (e.g., inventory count, relocation of warehouse, website maintenance). Blade Filters has operating hours of 7:00 am to 5:00 pm however Region 10 clients will have access to there account executives mobile number giving them 24/7 access North American wide.</p> |
| Financial condition of vendor | <i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters</i> | Letter from Bank Reference letter from supplier Attached |
| | <i>What was your annual sales volume over last three (3) years?</i> | 2020 - \$1,500,000 2021 - \$30,000,000 2022 year to date - \$25,000,000 |
| Capabilities related to ordering, estimation, reporting, and overall website ease-of-use | <i>Provide relevant information regarding your ordering/estimation process, reporting process, and quality control procedures.</i> | <p>When a Region 10 Client reaches out to their Account Executive named on this tender either by email or telephone. The Blade Account Team will determine what solutions are required for the Region 10 client based on the communication given to Blade and internal discussions. An estimate from the Blade Account Executive will be provided to the Region 10 client along with any other relevant documents i.e.: rendering's, test data, user manuals and specifications.</p> <p>Order Management:</p> <ul style="list-style-type: none"> • Orders can be placed by EDI, email, phone, or through the client's system. • Once the order is placed, the order will be placed in our system to complete immediately. • Point of contact will be Leslie Smith, phone number and email provided. Leslie will reply immediately, and can be reached any time, any day. |

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| | | <ul style="list-style-type: none"> Constant updates will be provided- daily, or weekly basis. <p>Order Acknowledgment:</p> <ul style="list-style-type: none"> An order acknowledgement is provided from Blade, within one business day, based on the PO received. We will also include any backorder items <p>Order Changes and/or Cancellation:</p> <ul style="list-style-type: none"> Any changes will be provided in writing. We will accept new orders, order changes and/or cancellation as may be required based on Client’s requirements, at no additional cost to the Client. <p>Coordinating Bulk Purchases:</p> <ul style="list-style-type: none"> Blade supports coordinated bulk purchases for several Clients during the term. If this occurs, a lower Rate may be negotiated with the for bulk purchases. Region 10 Clients may consolidate volumes and coordinate bulk purchases. Once deliverables have been received at Client’s location, we shall invoice each Client accordingly. <p>Reporting</p> <ul style="list-style-type: none"> Region 10 would have been given an estimated ship date at the time when the order. On a weekly basis based on the size of the order the Account Executive will provide manufacturing data reports to the purchaser. |
| Training & Implementation | <i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i> | Blade has a full-time Technical Support Department with an on-site Engineer. |
| Integration with other platforms | <i>Describe any integrations your organization can provide with other platforms or systems.</i> | Client per client basis |
| Other factors relevant to this section as submitted by the Respondent | <i>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</i> | When using consolidated billing there are two accounts. The main account and the sub account. It is used for multiple purchases from a single customer by location. Blades accounting/inventory system is in place for this currently |
| | <i>Provide your safety record, safety rating, EMR and worker’s compensation rate where available.</i> | EMR 1.0 – see WSIB certificate attached |
| Qualification and Experience (25 Points) | | |
| Respondent reputation in the marketplace | <i>Provide a link to your company’s website</i> | www.bladeair.com Blade believes in full transparency with all our product lines Customers are encouraged to create an account to obtain access to our distribution portal In the distribution portal are product renderings, specs and most important ALL THIRD-PARTY TESTING IS AVAILABLE ON EVERY BLADE PRODUCT |
| | <i>Please provide a brief history of your company, including the year it was established.</i> | Blade is proudly a North American company, located in Toronto Ontario, specializing in providing 100% North American air quality solutions since 2017. We are currently filtering over 55 million square feet of indoor space . Blade has been focused on helping their clients develop peace of mind by improving air |

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| | | <p>quality in their spaces. Having implemented these solutions in thousands of classrooms and businesses across North America, Blade has developed a reputation for providing top quality products, with the utmost amount of customer service. Blade has been working with numerous school boards across North America since August 2020, including the Peel District School Board, Dufferin-Peel Catholic District School Board, Hamilton-Wentworth School Board, Waterloo Region School Board, Grand-Erie District School Board, and numerous private schools.</p> <p>Blades team is comprised of numerous engineers who have been working to develop innovative, efficient, North American, and cost-effective ways to improve air quality. From a team of chemical, mechanical, electrical, and HVAC engineers- Blade is capable to provide solutions for any client. Our client-base and dedication to quality and customer service proves this. Blade can collaborate with our clients to make and customization to our units that they require, to meet their requirements.</p> |
| <p>Past relationship with Region 10 ESC and/or Region 10 ESC members</p> | <p><i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i></p> | <p>No</p> |
| <p>Experience and qualification of key employees</p> | <p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> <i>* Executive Support</i> <i>* Account Manager</i> <i>* Contract Manager</i> <i>* Marketing</i> <i>* Billing, reporting & Accounts Payable</i> | <div style="border: 1px solid black; padding: 10px;"> <p>Executive Support – Kira Sherman</p> <ul style="list-style-type: none"> • Focus on sales growth and scalability of the organization for the past 2 years • Manage a team of 10+ employees including recruitment, onboarding, and development • Ongoing nurturing and development of client relationships both private and public sector • Source and selection of distribution network within North America <p>Account Manager – Leslie Smith</p> <ul style="list-style-type: none"> • Coordinate sales efforts with marketing, sales management, accounting, logistics coordination and technical service groups • Supply management with oral and written reports on customer needs, problems, interests, competitive activities and potential for new products and services • Actively engaged in the bid and tender process within the North American market <p>Contract Manager / Billing Reporting and Accounts Payable– Giancarlo Sessa</p> <ul style="list-style-type: none"> • CFO and Founder of Blade. <p>Marketing – Ava Montini</p> <ul style="list-style-type: none"> • Oversight of all SEO, marketing, social media, and content creation • Actively manages website along with development of wholesale online portal • Design and source all training materials, trade show materials and ongoing branding materials <p>Engineering/Design – Joe Fida</p> <ul style="list-style-type: none"> • Oversees all research and product development • Engages lab testing and third-party monitoring • Constant development of new product lines as well as partnerships to maintain most effective product line up available </div> |

| | | RESUMES ATTACHED |
|---|---|--|
| Past experience working with the public sector | <p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p> <p><i>What is your strategy to increase market share in the public sector?</i></p> | <p>Public Sector Sales for the last 3 Years are: \$54,000,000</p> <p>Improve innovation, building and solidifying customer loyalty, employing a talented and resolute workforce, deploying effective advertising, and pricing products and services efficiently.</p> <p>Working with our growing distribution network for market penetration and brand awareness</p> |
| Past experience in JOC estimation | <i>What is your past experience working with JOC estimation, if any?</i> | <p>Client by client basis – based on fiscal budgeting and funding available</p> <p>Blade successfully worked with JOC estimation with the Ministry of Ontario for numerous school districts.</p> |
| Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors | <i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i> | No |
| Minimum of 5 public sector customer references relating to the products and services within this RFP | <p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p> | <ol style="list-style-type: none"> 1. Peel District School Board- Steve Hanna, Maintenance Services, Email: steve.hanna@peelsb.com Telephone: 416-989-2446 Years of Service: 3 Description of service: (1) Supply and delivery of HEPA air purifiers; (2) Supply, delivery and installation of induct air treatment technology Annual volume \$8,000,000.00 2. Ontario Government – Deryck Albarus, Supply Chain Operations, Email: deryck.albarus@ontario.ca Telephone: 647-983-4137 Years of service: 2 Description of service: (1) Supply and delivery of HEPA air purifiers; (2) Supply and delivery of replacement filters Annua volume: \$12,500,00.00 3. Durham District School Board – Robert Amos, Maintenance Supervisor, Email: Robert.amos@ddsb.ca Telephone: 905-260-5264 Years of service: 2 Description of service: (1) Supply and delivery of HEPA air purifiers; (2) Supply and delivery of replacement filters Annual volume: \$600,000.00 4. Waterloo Region District School Board – Ken Fischer, Manager of Maintenance, Email: ken_fischer@wrdsb.ca |

| | | |
|---|---|--|
| | | <p>Telephone: 519-504-6549</p> <p>Years of service: 3</p> <p>Description of service: (1) Supply and delivery of HEPA air purifiers; (2) Supply and delivery of replacement filters; (3) maintenance work of replacement filters</p> <p>Annual volume: \$1,400,000.00</p> <p>5. Dufferin-Peel Catholic District School Board – James Fenech, Facilities</p> <p>Email: james.fenech@dpccdsb.org</p> <p>Telephone: 905-601-2173</p> <p>Years of service: 2</p> <p>Description of service: (1) Supply and delivery of HEPA air purifiers; (2) Supply and delivery of replacement filters; (3) maintenance work of replacement filters</p> <p>Annual volume: \$300,000.00</p> |
| Certifications in the Industry | <p><i>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</i></p> | Merged into section 2 |
| Company profile and capabilities | <p><i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i></p> | Manufacturing & distribution of Hepa Air Purifiers & Electrostatic Filters & UV Technology |
| Other factors relevant to this section as submitted by the Respondent | <p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p> | <p>Privately owned</p> <p>No felony convictions</p> |
| <p>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. These will be provided in the space provided in Form 6. No answer is required here.</p> | | |
| <p>MWBE Status and/or Program Capabilities (10 Points)</p> | | |

| | | |
|--|--|--|
| MWBE status, subcontractor plan, and/or joint venture program | <i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i> | Work with distributors of our product line who are MWBE |
| | <i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i> | NO |
| | Please attach any certifications you have as part of your response to Form 6. | |
| Good faith efforts to involve MWBE subcontractors in response | <i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i> | NO |
| Demonstrated ongoing MWBE program | <i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i> | Work with our small business distributors in the USA to provide customer service state by state and to promote and assist our dealer network. |
| Commitment to Service Equalis Group Members (10 Points) | | |
| Marketing plan, capability, and commitment | <i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i> | <p>Online Campaigns</p> <p>Announcement social media post across various platforms</p> <p>Bi-monthly social media campaign posts across various platforms featuring partnership</p> <p>Various features of logo across website (1,000+ visitors daily) with calls-to-action directing to Region 10 sites</p> <p>Use of logo on trade show marketing materials (i.e., banners, pamphlets, slideshows)</p> <p>Logo feature on template presentation decks</p> <p>Email marketing newsletter features and with calls to action to Region 10 website</p> <p>Lead generation from SEO efforts</p> <p>SEO Search upgrades by sector and region</p> <p>Implement keywords based on SEO research featuring Region 10 ESC and related words</p> <p>Monthly breakdowns of SEO data relevant to Region 10 leads</p> <p>Potential IAQ & product information webinars</p> <p>Distribution network</p> |
| | <i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and</i> | <p>Blade will have an on-boarding meeting with your appointed sales team to introduce the company and the equipment.</p> <p>We have developed a distribution portal available to Region 10 employees with all supporting documents</p> <p>Account Executive will provide weekly training sessions if required</p> <p>Blade also has a punch list of main selling features for all product lines</p> |

| | | |
|---|--|--|
| | <i>answer any questions they might have concerning it.</i> | |
| | <i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i> | Yes |
| Ability to manage a cooperative contract | <i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i> | Blade currently has the same contract in place in Ontario with OEMC named Monthly Spend Reports We report monthly sales with the following categories Invoice number Date of Invoice Customer Location Ship to Location Purchase order number OEM Name Part # Spend Type – Consumable or Capital Product Description MA Price Unit of Measure Qty per UOM MSRP Region 10 Price Quantity shipped Value Savings for Region 10 Extended total Region 10 Fee Your Account Executive can customize this report to your requirements Blade also reports KPI's and quotations on a quarterly basis. |
| | <i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i> | OEMC in Ontario Canada – Reference Letter Attached |
| Commitment to supporting agencies to utilize the contract | <i>If awarded a contract, how would you approach agencies in regard to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i> | As a mid-sized manufacture, we can have more of a hands-on approach with our customers. We are familiar and comfortable reaching out to your customers individually to introduce ourselves either through an email or phone call introducing Blade and our product line. Blade developed a successful marketing program with the OEMC to target specific industries in Ontario and we are confident we can do the same with your customers. |
| Other factors relevant to this section as submitted by the Respondent | <i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i> | 6 – Sales Reps in house Numerous Distributors in North America |
| | | |

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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.

Merged into section 2

PROPOSAL FORM 4: CLEAN AIR 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: BLADE FILTERS INC

Title of Authorized Representative: Giancarlo Sessa - CFO/Partner

Mailing Address: 33 Milvan Drive., North York, ON Canada M9L 1Y8

Signature: _____

Giancarlo Sessa

PROPOSAL FORM 5: 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: BLADE FILTERS INC.

Title of Authorized Representative: Giancarlo Sessa - CFO/Partner

Mailing Address: 33 Milvan Drive., North York, ON Canada M9L 1Y8

Signature: _____

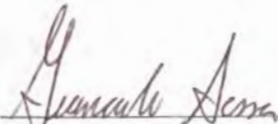
Giancarlo Sessa

PROPOSAL FORM 6: 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

June 22, 2022
Date

PROPOSAL FORM 7: 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.



Amanda Acosta
Signature of Respondent

June 22, 2022

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENT, TS
(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.

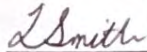
VENDOR: BLADE FILTERS INC.

ADDRESS: 33 Milvan Drive
North York, Ontario Canada
M9L 1Y8

PHONE 416-701-0201

FAX: NA

RESPONDANT



Signature

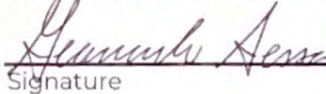
Leslie Smith

Printed Name

Account Executive

Position with Company

AUTHORIZING OFFICIAL



Signature

Giancarlo Sessa

Printed Name

CFO - Partner

Position with Company

PROPOSAL FORM 9: 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

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

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.

Does vendor agree? YA
(Initials of Authorized Representative)

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 these 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.

Does vendor agree? YA
(Initials of Authorized Representative)

PROPOSAL FORM 11: 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.)

| | | | |
|---------------------------|------------------------|---------------|----------------|
| Blade Filters Inc. | 33 Milvan Drive | | |
| Company Name | Address | | |
| North York, | Ontario | Canada | M9L 1Y8 |
| _City | State | Country | Zip |

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? YA
(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? YA
(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 determination 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? GA
(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? GA
(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? GA
(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? GA

(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? _____

GA

(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? _____

GA

(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? GA

(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? GA

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? GA

(Initials of Authorized Representative)

13. 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? GA

(Initials of Authorized Representative)

14. 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? GA

(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.

Blade Filters Inc.

Company Name

Giancarlo Sessa

Signature of Authorized Company Official

Giancarlo Sessa

Printed Name

CFO - Partner

Title

June 22, 2022

Date

PROPOSAL FORM 13: 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

June 22, 2022

Date

PROPOSAL FORM 14: 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: Blade Filters Inc.

Street: 33 Milvan Drive

City, State, Zip Code: North York, Ontario Canada M9L 1Y8

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 Giancarlo Sessa, a partner in Blade Filters Inc., 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 |
|------------------------|---|------------|
| <u>Giancarlo Sessa</u> | <u>2 Red Ash Dr, Markham, ON L3S 4B6</u> | <u>26%</u> |
| <u>Ardan Fida</u> | <u>27 Rayburn Meadows, East Grafton, ON L9W 7E7</u> | <u>26%</u> |
| <u>Joseph Fida</u> | <u>27 Rayburn Meadows, East Grafton, ON L9W 7E7</u> | <u>26%</u> |

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

Giancarlo Sessa, CFO
Authorized Signature and Title

June 22, 2022
Date

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name: Blade Filters Inc.

Street: 33 Milvan Drive

North York, Ontario Canada M9Y 1L8

State of New Jersey

County of Canada

I, Giancarlo Sessa of the North York
Name City

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

I am the CFO of the firm of Blade Filters Inc.
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

Blade Filters Inc.
Company Name

Giancarlo Sessa CFO
Authorized Signature and Title

Subscribed and sworn before me

this _____ day of _____, 20____

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

SEAL

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Blade Filters Inc.

Street: 33 Milvan Drive

North York, Ontario Canada M9L 1Y8

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 _____ x
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.

Guillermo Serra, CFO
Authorized Signature and Title

June 22, 2022

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.

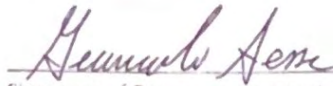
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or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

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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 is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

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 https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html 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:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. 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:

5. 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
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. 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.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

| | | | |
|--------------|--------------------|--------------------------|--------------|
| Vendor Name: | Blade Filters Inc. | | |
| Address: | 33 Milvan Drive | | |
| City: | North York | State: Ontario Canada | Zip: M9L 1Y8 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Giancarlo Sessa
Signature

Giancarlo Sessa
Printed Name

CFO - Partner
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
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Check here if the information is continued on subsequent page(s)

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.

PROPOSAL FORM 18: 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

Subchapter S Corporation

Limited Liability Corporation

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

Stockholders:

| | |
|--|--|
| Name: <i>Giancarlo Sessa</i> | Name: <i>Aedon Fida</i> |
| Home Address: <i>2 Red Ash Dr, Markham, ON L3S 4B6</i> | Home Address: <i>27 Rayburn Meadows, East Gwillburt, ON L9W 7E7</i> |
| Name: <i>Joseph Fida</i> | Name: |
| Home Address: <i>27 Rayburn Meadows, East Gwillburt, ON L9W 7E7</i> | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Subscribed and sworn before me this ___ day of _____, 20__. | _____ (Affiant) |
| (Notary Public) | _____ (Print name & title of affiant) |
| My Commission expires: | (Corporate Seal) |

PROPOSAL FORM 19: GENERAL TERMS AND 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.)

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
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).)

June 23, 2022
Date


Authorized Signature & Title

PROPOSAL FORM 22: VENDOR CONTRACT AND 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name BLADE FILTERS INC.
Address 33 Milvan Drive
City/State/Zip North York, Ontario Canada M9L 1Y8
Telephone No. (o) 416-701-0201
(m) 416- 605 3425
Fax No. NA
Email address gsessa@bladeair.com
info@bladeair.com
Printed name Giancarlo Sessa
Position with company CFO - PARTNER
Authorized signature 

Term of contract September 1, 2022 to August 31, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) 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.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

**REQUEST FOR PROPOSAL #R10-1136 FOR:
INDOOR AIR QUALITY PRODUCTS & SERVICES**

May 20, 2022

Section Three:

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

Attachment C – State Notices

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS..... 3

VENDOR CONTRACT AND SIGNATURE FORM 3

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS 3

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT 4

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS 4

4. ARTICLE 4 – FORMATION OF CONTRACT 4

5. ARTICLE 5 – TERMINATION OF CONTRACT 5

6. ARTICLE 6 – LICENSES 6

7. ARTICLE 7 – DELIVERY PROVISIONS 7

8. ARTICLE 8 – BILLING AND REPORTING 7

9. ARTICLE 9 – PRICING 7

10. ARTICLE 10 – PRICING AUDIT 8

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS 9

12. ARTICLE 12 – SITE REQUIREMENTS 9

13. ARTICLE 13 – MISCELLANEOUS 10

14. CONTRACT SIGNATURE FORM 13

ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT 14

SECTION 1. RECITALS 14

SECTION 2. BUSINESS TERMS 15

SECTION 3. TERMS & CONDITIONS 15

APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS 20

APPENDIX C: FINANCIAL TERMS 5

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form (“Contract”) is made as of September 1, 2022, by and between Blade Filters Inc. (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of (enter category here) (“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 Public 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.

1. 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 Public 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.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **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 two (2) 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.
- 2.2 **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.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **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.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **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.

4. 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:

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

4.7 **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.

5. 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.

6. 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.

7. 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 the time specified by the Purchase Order 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 Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. 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.

9. 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 the Equalis Group Administration Agreement. All pricing submitted to Region 10 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.

10. 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.

11. 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:** 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.

12. 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.

13. ARTICLE 13 – MISCELLANEOUS

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.

13.2.1 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 Members in Equalis Group.

- 13.2.2 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 Members, 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.
- 13.6.1 Certificates of insurance shall be delivered to the Member 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.
- 13.6.2 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.
- 13.7.1 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.

- 13.7.2 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.

[Signatures follow on Signature Form]

14. CONTRACT SIGNATURE FORM

Please note: A copy of the Contract Signature Form has been provided in Section 2; Proposal Submission and Required Forms

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.

VENDORS MUST SUBMIT THIS FORM AS PROVIDED IN SECTION 2 COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Prices are guaranteed: 120 days

Company name Blade Filters Inc.
Address 33 Milvan Drive
City/State/Zip North York, Ontario Canada M9E 1Y8
Telephone No. 416-701-0201
Fax No. —
Email address info@bladeair.com or gsesse@bladeair.com
Printed name Giancarlo Sessa
Position with company CEO - Partner
Authorized signature Giancarlo Sessa

Term of contract September 1, 2022 to August 31, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) 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.

Region 10 ESC Authorized Agent _____

Date _____

Print Name _____

Equalis Group Contract Number _____

ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT

NOTE: This agreement is provided as a model agreement which winning supplier will enter into upon award with Equalis Group. Respondents are asked not to respond with redlines for this model contract. Respondent should complete the Equalis Group Administration Agreement Declaration form found in section two of the Proposal Submission and Required Forms document. In this form, the respondent will need to indicate acceptance of these terms, or if they wish to negotiate.

THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of Month Day, Year (the "**Effective Date**"), is entered into by and between Winning Supplier, ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

- A. Education Service Center, Region 10 ("**Region 10**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B. Region 10 issued request for proposal ("**RFP**") #Number on behalf of Region 10 and Equalis Group Members for definition of products and services solicited in the RFP ("**Products & Services**") and awarded a contract to Winning Supplier.
- C. Region 10 and Winning Supplier entered into that certain master group purchasing agreement (the "**Master Agreement**") #contract number effective as of Month Day, Year to provide Products & Services to Equalis Group Members.
- D. The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties.
- E. Equalis Group serves as the contract administrator of the Master Agreement on behalf of Region 10.
- F. Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in Appendix B.
- G. Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".
- H. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

Defined Terms. Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

Appendices. The appendices attached hereto are made a part of this Agreement (if one, an "Appendix" or more, "Appendices").

Appendix A defines Winning Supplier's reporting requirements.

Appendix B sets forth the roles and responsibilities of the Parties.

Appendix C defines the financial terms between the Parties.

Terms in Appendices. In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

Publicity & Joint Marketing.

Publicity. A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

Joint Marketing / Logo & Name Use. Winning Supplier authorizes Equalis to use Winning Supplier's trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis' trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party's use of the other Party's trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party's trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party's trademarks, names, and logos.

SECTION 3. TERMS & CONDITIONS

Contract Administration. Equalis Group shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Region 10, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Equalis Group solely in its capacity as the contract administrator under the Master Agreement.

Express Limitation of Equalis Liability. With respect to any purchases of Products & Services by Region 10 or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a, re-marketer, representative, partner, or agent of any type of the Winning Supplier, Region 10, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by Region 10 or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by Region 10 or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by Region 10 or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

Indemnification. Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Lead Agency by or from Supplier under the Lead Agency Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

Term & Termination. The Term of this Agreement is the same as the Term of the Region 10 Master Agreement. This Agreement shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

Audit of Winning Supplier. Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2

Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

Addresses for Notices. This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

If to **Winning Supplier:**

Name / Title: Giancarlo Sessa - CFD-Partner

Street Address: 33 Milvan Drive

City/St/Zip: North York, Ontario Canada M9L 1Y8

If to **Equalis:**

Equalis Group LLC
Attn: Eric Merkle, SVP
5550 Granite Parkway, Suite 298
Plano, Texas 75024

Waiver and Modification. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived,

except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

Governing Law; Invalidity. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Richardson, Dallas County, Texas. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

Assignment. This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

Entire Agreement. The Region 10 Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

Titles, Headings & Recitals. The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WINNING SUPPLIER

EQUALIS GROUP, LLC

By: Giancarlo Sessa —

By: _____

Name: Giancarlo Sessa

Name: _____

Title: CFO - Partner

Title: _____

Date: June 22, 2022

Date: _____

APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email. Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at Reporting@EqualisGroup.org. Reports are due on the **fifteenth (15th)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly 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 | Distributor Name |
| | Distributor ID |
| | Distributor Street Address |
| | Distributor City |
| | Distributor Zip Code |

| | |
|---------------------|---|
| | Distributor State |
| Product Data | Product Category level 1 |
| | Product Category level 2 <i>(Where available or applicable)</i> |
| | Product Category level 3 <i>(Where available or applicable)</i> |
| | Distributor Product Number |
| | Manufacturer Product Number |
| | Product Description |
| | Product Brand Name |
| | Product packaging Unit of Measure, multiple levels if necessary |
| 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 |

APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

1. Equalis Services.

1.1. Winning Supplier Sales Representative Training. Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.

1.2. Sales Support. Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular business reviews to monitor Program success, and vii) general contract administration.

1.3. Marketing. Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's master group purchasing agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected master group purchasing agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

2.1. Equalis Group Membership Agreement. Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via www.EqualisGroup.org) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.

2.2. Corporate Commitment. Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.

2.3. Sales Commitment. Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.

2.4. Marketing Commitment. Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("Plan") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:

2.4.1. Issuing co-branded press release

2.4.2. Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites

2.4.3. Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier

2.4.4. Jointly participating in national and regional conferences

2.4.5. Jointly attending national and regional Equalis Group Member networking events

2.4.6. Designing, publishing, and distributing co-branded marketing materials

2.4.7. Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. Administrative Fee.

On or before the fifteenth (15th) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the "**Administrative Fee**") of two and two quarters percent (2.25%) of the total Winning Supplier revenue (the "**Equalis Group Spend**" or "**Spend**") invoiced to Program Participants during the prior calendar month. "Spend" shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

2. Case-by-Case Administrative Fee Adjustments.

The Parties understand and acknowledge that Wining Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

3. Rebates or Other Payments.

Insert rebate or other payment language as agreed.

ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR

CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT

ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT

ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT

KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT

PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR

COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY
SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSkanie PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES

CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION
3

LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT

OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL
SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA),
UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT

CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMES), UT

NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT

SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,
UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS
AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH



REQUEST FOR PROPOSAL – ADDITIONAL DOUCTIONS

R10-1136

INDOOR AIR QUALITY PRODUCTS

Item 1 - Blade product presentation – Pg 1 -25

Item 2 – UVC – Ozone Free – pages 1-2

Item 2a – UVC Covid Test – pages 1 – 11

Item 2b – UVC – Ozone Free -Full test – pages 1-11

Item 2c – Hepa Certificate

Item 2d – Hepa Test

Item 2e – Electrostatic Ozone Free -2 pages

Item 2f – Electrostatic – Certificate of Compliance

Item 3/3a/3b – Financial Conditions

Item 4 – WSIB

Item 5/5a/5b/5c/5d – Resumes for Key Employees as related to RFT

Item 6/6a/6b/6c– Certificates

Item 7 – Ability to manage reference letter from identical Canadian Program

Item 8 – Affirmative action



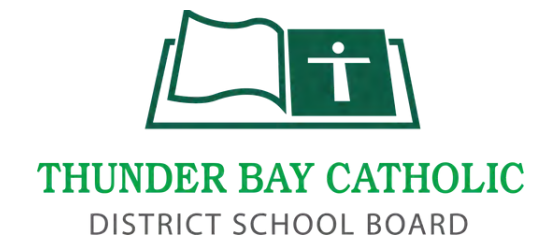
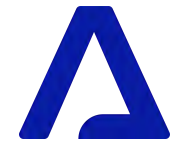
BLADE



We are leaders in
commercial indoor air quality solutions

We specialize in creating
clean air environments
for businesses and organizations
across all industries

Some of our clients



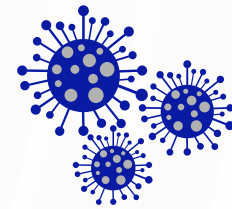
Why invest in Indoor Air Quality?



OFFERING PEACE OF MIND



EFFICIENCY SAVINGS



MITIGATE AIRBORNE TRANSMISSION



AVOID FORCED CLOSURES



INCREASE PRODUCTIVITY

HEPA Air Purifier

HCFM-1

HEPA Air Purifier

HCFM-1 



COMPACT

3 ft. tall

SAFE

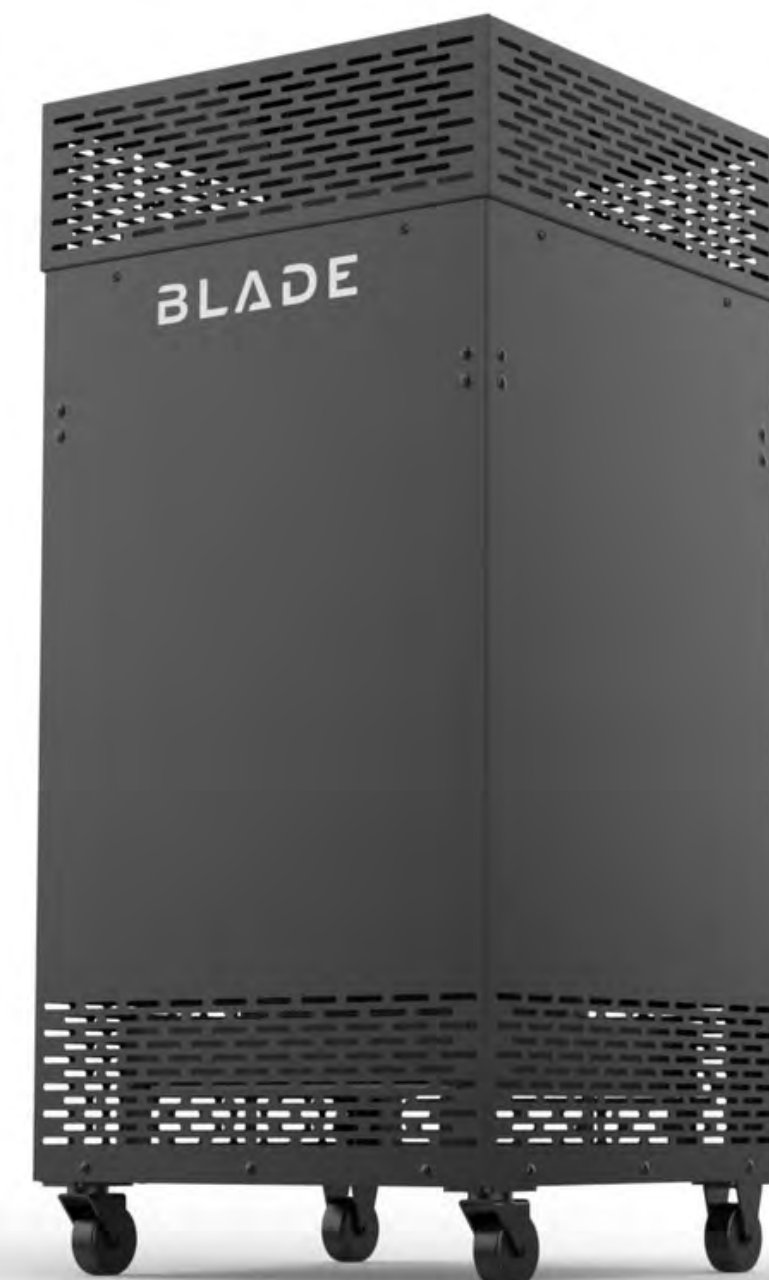
Ozone Free

POWERFUL

1,019 CFM

EFFECTIVE

99.97% Removal @ 0.3u



HEPA Air Purifier

HCFM-1



360° AIR OUTTAKE

Draws untreated air from all areas of the room continuously.

ROBUST INDUSTRIAL DESIGN

Powder-coated with easy to clean, non-toxic, durable protective finish

360° AIR INTAKE

Draws untreated air from all areas of the room continuously.

PORTABLE AND MOBILE

Lockable castors that are smooth and quiet for ease of storage and mobility.



ACTIVATED CARBON FILTER

Absorption of odours, gasses and chemicals found in smoke.

HEPA (A CUBIC FOOT)

Industry-leading True HEPA filter removing 99.97% at 0.3 microns in size.

POWERFUL FAN

Pulling pre-filtered air from below and pushing through HEPA filter.

MERV-8 PREFILTER

Removes large particles such as dust, dirt, and debris.



HEPA Air Purifier (HCFM-1)

TECHNICAL SPECIFICATIONS

AIR CHANGES PER HOUR

6.6 ACH
in 600 sq. ft. area, 8 ft. ceilings
3.3 ACH
in 1,200 sq ft. area, 8 ft. ceilings

ELECTRICAL

Standard 120V Outlet
60Hz
1.9 amps

MOBILITY

Locking casters for
easy storage and placement

AIRFLOW

1,019 cubic feet/min draw
530 cubic feet/minute outflow (CADR)
360 degree air input and output
Side air draw - top air output

DIMENSIONS

Height: 36.5 inches (91.44 cm)
Length/Width: 16 inches (41 cm)

SOUND dBA RATING

6ft: 40-60dBA

HEPA FILTER

~1 cubic foot
Industrial Grade HEPA Filter
HEPA - 99.97%
particulate removal @ 0.3 microns
Minimum 6-month filter life

CARBON FILTER

Pleated filter
12-month filter life

ADDITIONAL FEATURES

Programmable Timer
Variable Fan Speed Control

HCFM-1 Sound Performance Rating



| Room Size | Air Changes | CFM Required | Decibel Reading | Ambient dBA |
|--|-------------|--------------|-----------------|-------------|
| Common Area 1,500 sq. ft. (15,000 cu. ft.) | 1.86 | 465 | 60 | 42 |
| | 2.13 | 533 | 60 | |

*Measurements taken 6ft from source

RECORDING ROOM SIZE: 3,869ft³ (22ft. x 19ft. x 9ft.)

*In accordance with Blade Air's quality assurance procedures all anemometer airflow readings are taken directly after the carbon filter element.

UV-C Air Purification

INDUCT 300W

UV-C AIR PURIFICATION

INDUCT 300W 



POWERFUL

300W UV-C Bulbs

SMART

BAS Integration
(Enable/Disable, Alert, Status)

SAFE

Zero-Ozone Generated

PROVEN

Up to 10,000 CFM/unit

HIGH VOLUME

CDC & ASHRAE recommended

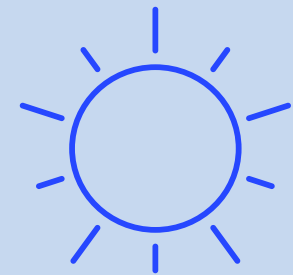


SCIENCE OF UV-C



UV-C produces powerful light frequencies that breakdown pathogens and VOCs.

3 Key Components of UV-C Efficacy



INTENSITY

Effectively killing airborne pathogens requires high volumes of UV intensity, which comes from multiple bulbs that create a wall of UVC to irradiate contaminants.



PROXIMITY

To ensure effective levels of irradiation, our equipment ensures pathogens are always within close proximity to the UVC bulbs as they pass through the unit into the facility.



DWELL TIME

Dwell time is the period a contaminant spends within the proper UVC intensity level. Our equipment is designed to provide the dwell time required to kill pathogens.

Not all UV-C is created equal.

Air Sniper is designed to effectively treat all air moving through any HVAC system.

UV-C Air Purification

TECHNICAL SPECIFICATIONS

UV-C Bulbs

300 Watts

Running Life

43,800 Hours

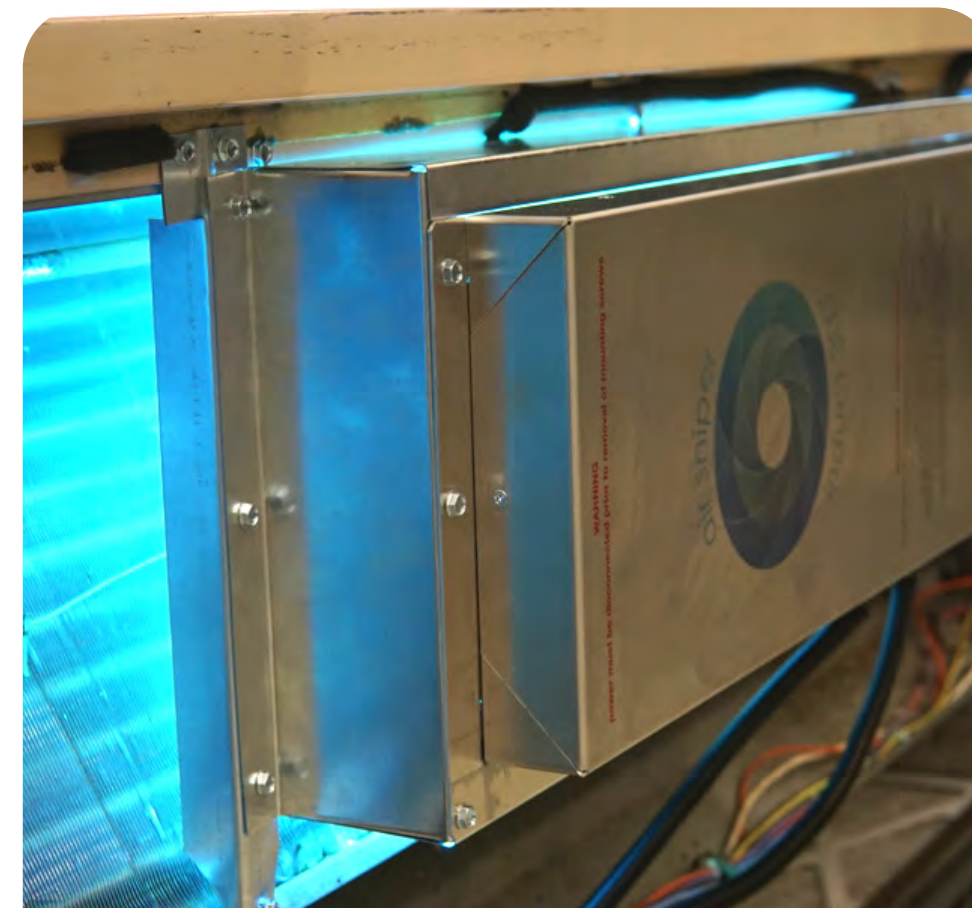
Estimated Lifespan

10+ years

Warranty

Bulbs: 3 years

Labour: 1 year



UV-C AIR PURIFICATION

INDUCT 300W



ROBUST INDUSTRIAL DESIGN

Units can be stacked to address mechanical systems of any size

REFLECTIVE PANELLING

Highly reflective paneling is used throughout the inner-side of the unit to further amplify UV intensity.

AIRFLOW SENSE DETECTION

The 300 Watt UV bulb equipped on the Induct will turn on when airflow is detected.



INTENSE 300W UV-C BULB

Industry-leading True HEPA filter removing 99.97% at 0.3 microns in size.

POWER SOURCE

Pulling pre-filtered air from below and pushing through HEPA filter.

Electrostatic Filters

COMMERCIAL 1" & 2"

ELECTROSTATIC FILTERS

COMMERCIAL 1" & 2" 



EFFECTIVE

Captures 40x smaller particulates than traditional filters

ENDURING

2x longer lasting filter

SAFE

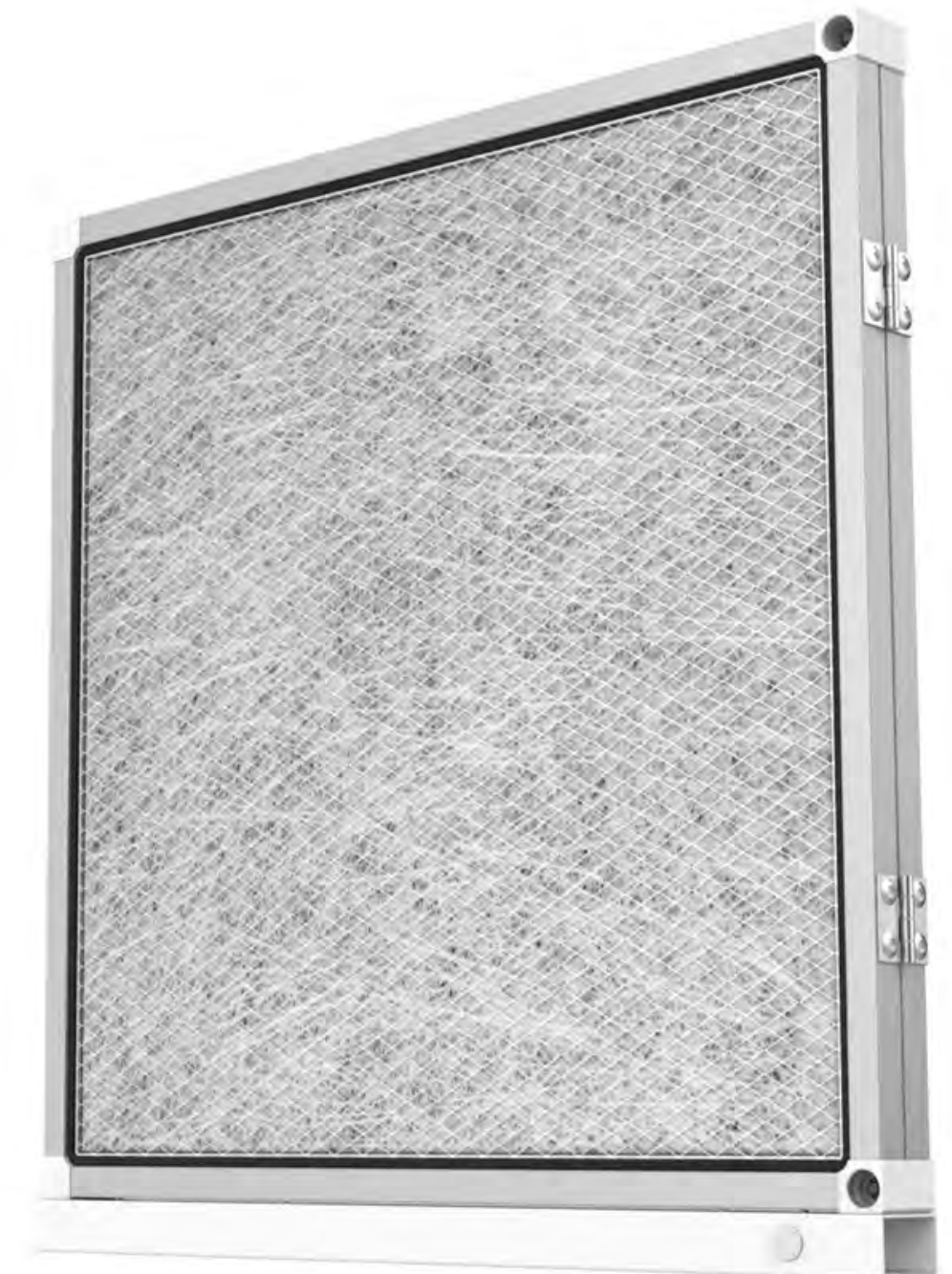
Zero Ozone Generated

SUSTAINABLE

70% sustainable,
breathable lofted glass fibre

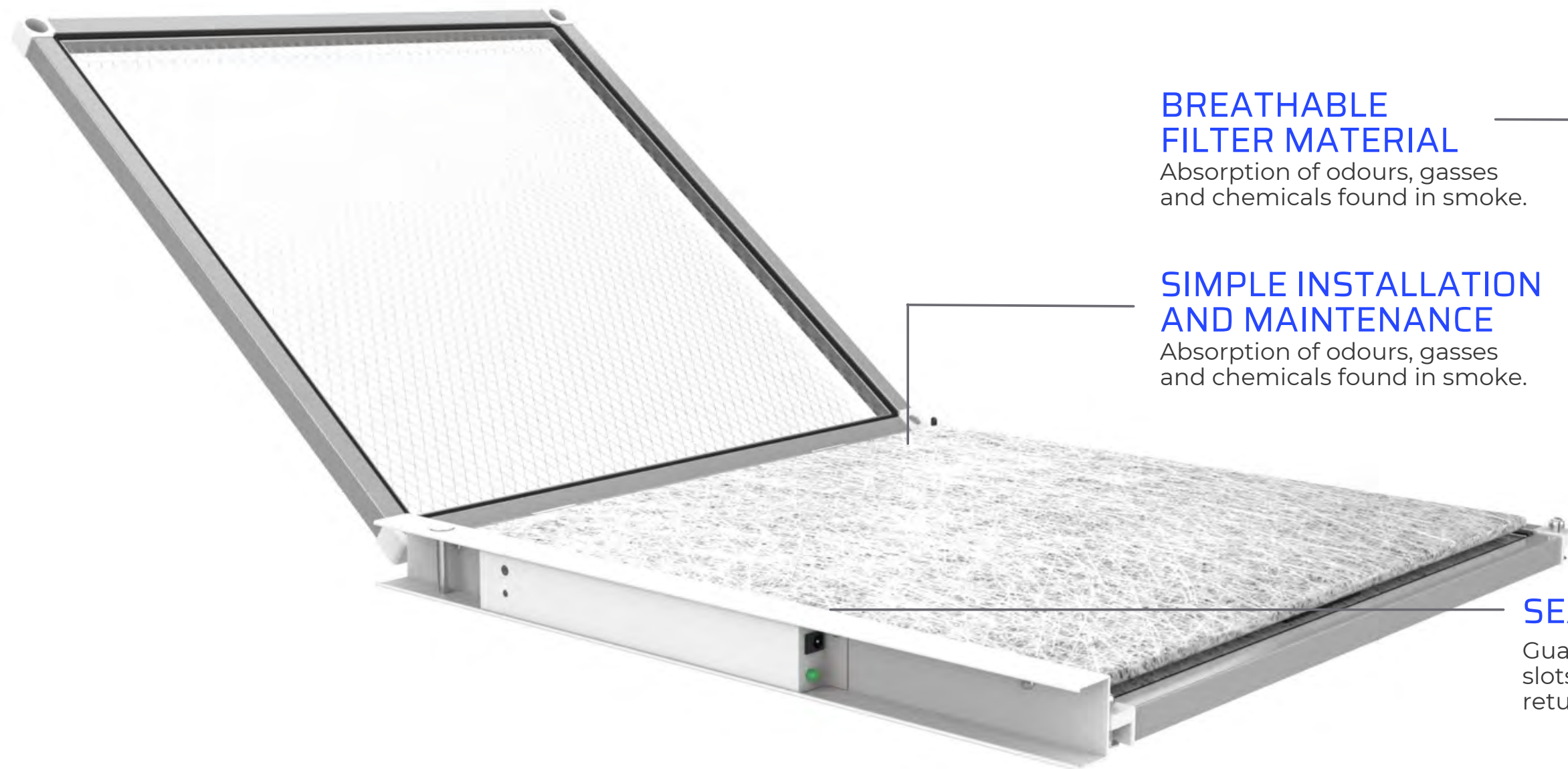
ENERGY SAVING

5-10% reduction in energy costs



ELECTROSTATIC FILTERS

OUTER HOUSING AND REPLACEMENT PAD

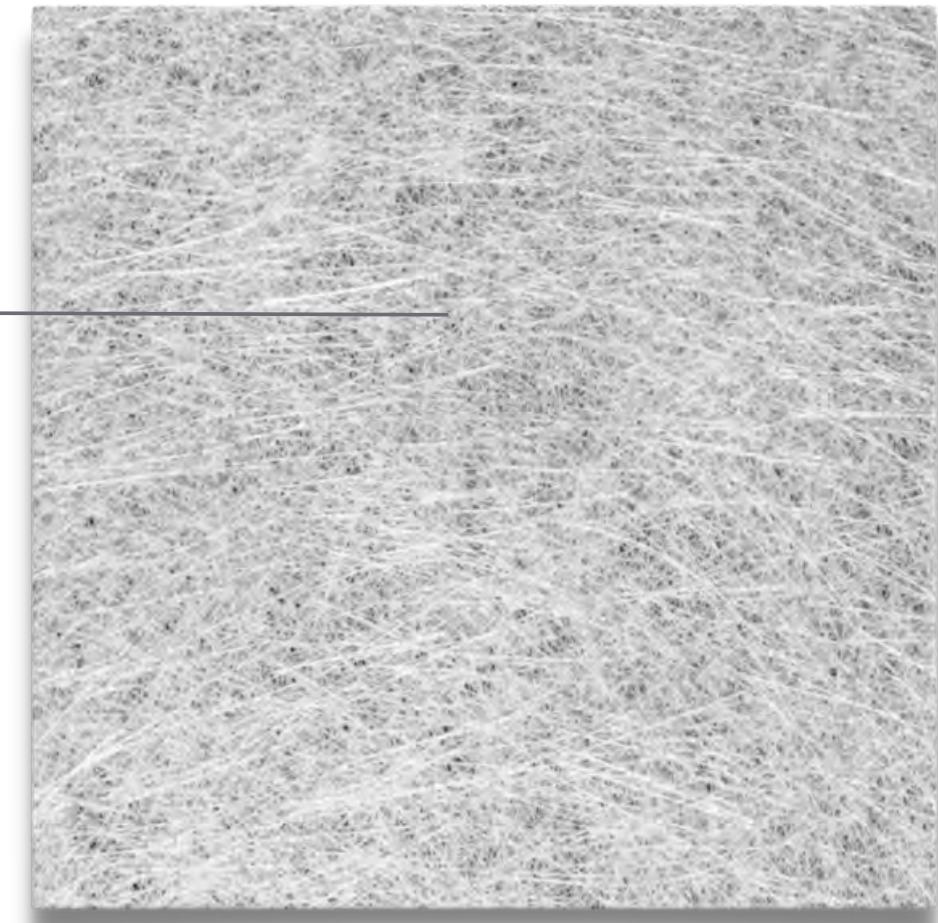


BREATHABLE FILTER MATERIAL

Absorption of odours, gasses
and chemicals found in smoke.

SIMPLE INSTALLATION AND MAINTENANCE

Absorption of odours, gasses
and chemicals found in smoke.



SEAMLESS INTEGRATION

Guaranteed to fit all 1" furnace
slots such as floor return, ceiling
return, and furnaces.

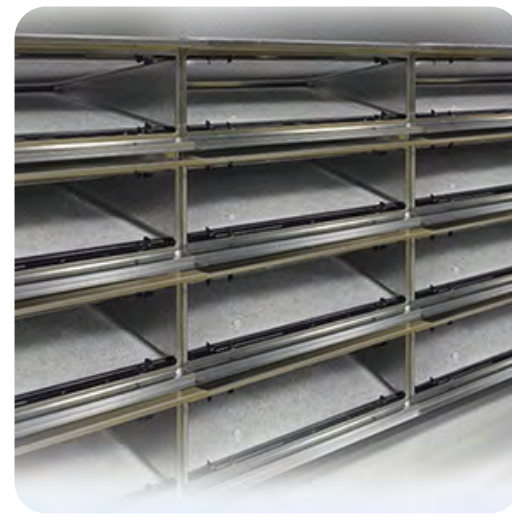
Seamless Integration

Guaranteed to fit your buildings
HVAC system

Zero switching costs

No expensive retrofits to HVAC system

Available in standard & non-standard sizes



✓ **V-BANK SYSTEMS**



✓ **AIR HANDLER UNITS**



✓ **FURNACES**



✓ **FILTER BAGS**

Project Spotlight

HEPA

Ministry of Government and Consumer Services

Supply of 9,600 HEPA Air Purifiers for 13.4 million square feet of public offices to improve indoor air quality.

Value: \$8,299,500

Date of Project: Jan-Mar 2022

CBRE

Supply of HEPA Air Purifiers for 210,000 square feet of public offices to improve indoor air quality.

Value: \$250,000

Date of Project: October 2021



Project Spotlight

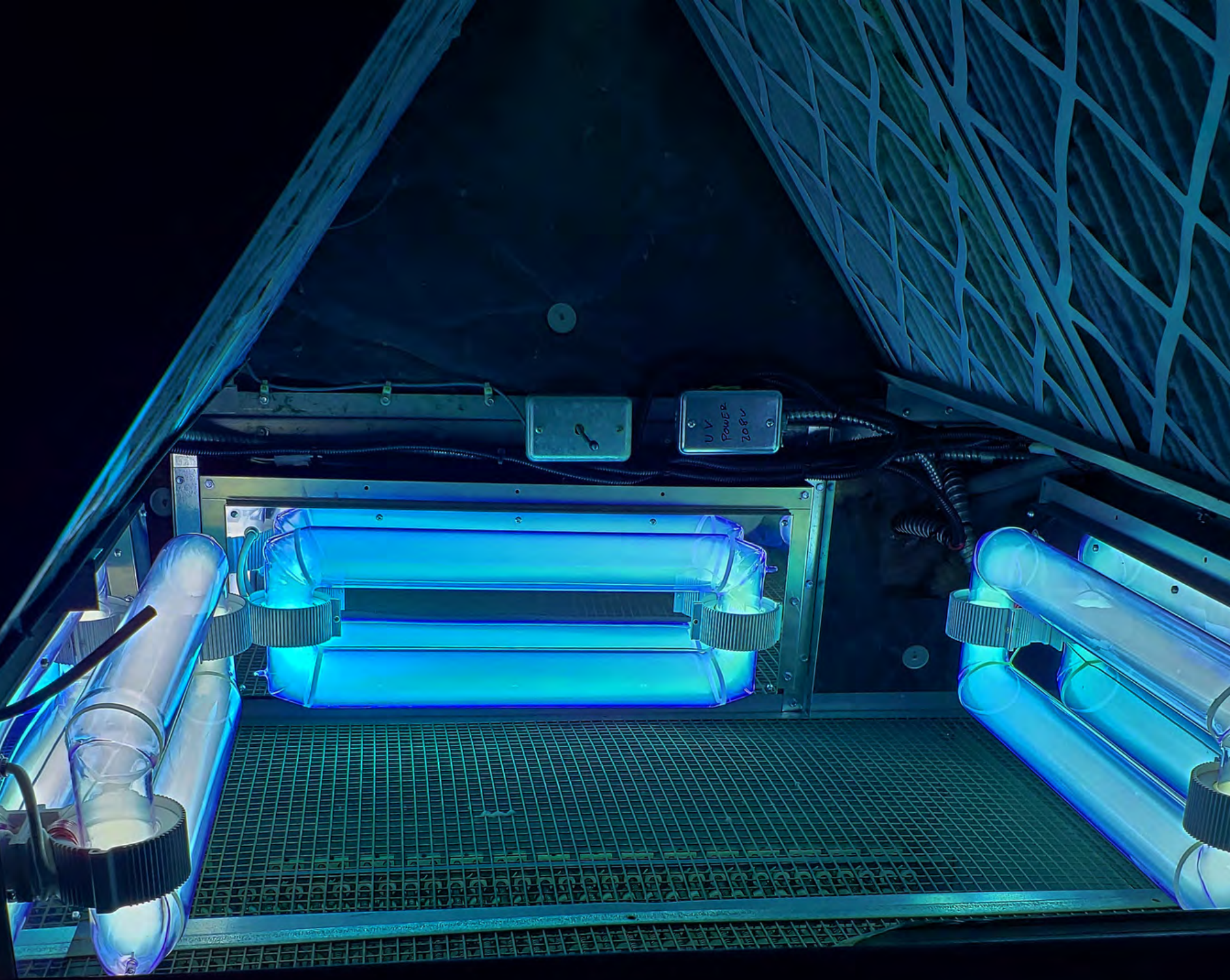
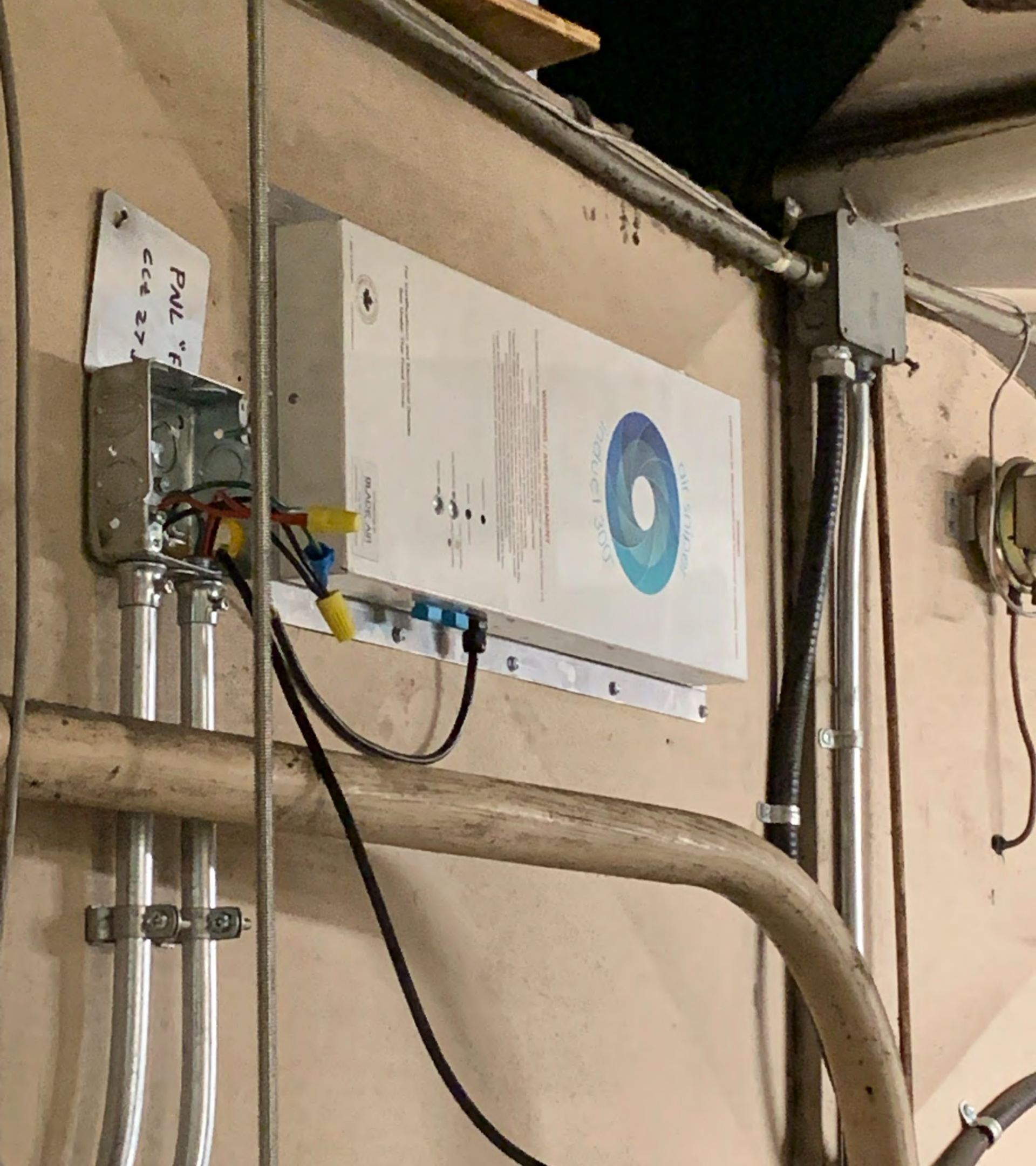
UV-C

Peel District School Board

Supply and install in-duct UV-C air purification systems within 261 schools, cleaning over 20,000,000 square feet of air to improve indoor air quality for students, staff, and faculty.

Value: \$20,000,000

Date of Project: December 2021



Project Spotlight

ELECTROSTATIC

The Distillery District

Replacing all MERV-13 filters in existing HVAC with electrostatic filters to reduce energy costs and improve indoor air quality

Value: \$129,000

Date of Project: February 2022





LESLIE SMITH
EDUCATION SERVICE CENTER, REGION 10
400 E. SPRING VALLEY RD
RICHARDSON, TX 75081

RFP# R10-1136
INDOOR AIR QUALITY PRODUCTS & SERVICES



VERIFIED
ZERO OZONE

Intertek does hereby certify that an independent assessment has been conducted on behalf of

AIR SNIPER

Certificate Number: ZOZ-90112-2022a

Certification Issued: XX January 2022

Initial Verification Date: XX January 2022

Certificate Valid Until: XX January 2023

Applicant Address: Bay #3, 3855 64 AVE SE
Calgary, AB T2C 2V5 Canada

Product Category: Appliances & Electronics

Product Details: See Appendix

Conformance Criteria: UL 2998 (3rd Edition, July 10, 2020) clause 6.2, emittance of ozone not exceeding a concentration of 0.005 ppm.

Issuing Office Name & Address: Intertek Testing Services NA, Inc.
4700 Broadmoor Ave SE, Suite 200
Kentwood, MI 49512 USA
Ph: +1-616-656-7401

Jesse Ondersma
Certification Officer
XX January 2022

This Certificate is for the exclusive use of Intertek's client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the Client is authorized to permit copying or distribution of this Certificate. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test/inspection results referenced in this Certificate are relevant only to the sample tested/inspected. This Certificate by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.



VERIFIED
ZERO OZONE

Certificate Appendix

AIR SNIPER

Certificate Number: ZOZ-90112-2022a

| | |
|----------------------|--|
| Product Category | Air Cleaners, UV Germicidal Air Purifier - Induct |
| Model Name(s) | 80-111260, 80-111265, 80-111270, 80-111275, 80-111280, 80-111285 |
| Product Restrictions | None |

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| | |
|---------------------------|--|
| Customer Name | AIR Alpine Innovative Research Inc |
| Customer Address | 3855 64 Ave SE, Calgary, AB T2C 2V5, Canada |
| Contact | Stuart Henley |
| Sample Description | Air Sniper Ultra Air Purifier |
| Number of Samples | 1 |
| Date of Receipt | 05 October 2020 |
| ASC Code | ASC004033 |
| Report Number | ASCR092438v2 |
| Report Date | 04 December 2020 |



Contents

| | |
|--------------------------------|----|
| 1. Purpose | 3 |
| 2. Test Item Description | 3 |
| 3. Materials and Methods..... | 4 |
| 4. Protocol | 5 |
| 5. Results..... | 7 |
| 6. Discussion | 8 |
| 7. References | 9 |
| 8. Appendix..... | 9 |
| 9. Amendment History | 10 |

1. Purpose

This report outlines the results following the assessment of the Air Sniper Ultra air purifier in removing airborne *Escherichia* virus MS2 in a 28.5 m³ environmental test chamber.

2. Test Item Description

One Air Sniper Ultra 119-110200 air purifier was received by airmid healthgroup on 05 October 2020 in good condition (Figure 2.1).



Figure 2.1. Air Sniper Ultra 119-110200 air purifier

3. Materials and Methods

3.1. 28.5 m³ Environmental Test Chamber

Testing was conducted in a state-of-the-art 28.5 m³ test chamber purpose-built to comply with the American Society for Testing and Materials (ASTM) standard. The chamber features include HEPA filtered supply air and an ability to maintain selected temperature and humidity levels at a wide range of air change rates. The chamber was constructed using powder-coated stainless steel with all materials complying with low volatile organic compound (VOC) emission requirements.

The chamber is sealable from the exterior environment with access via an anteroom with interlocking doors and complies with cleanroom standards. The air change rate within the chamber can be controlled within a range of 0.5 to 20 air changes per hour.

3.2. Bacteriophage MS2 (MS2)

Bacteriophage MS2 (MS2) is a non-enveloped virus that infects *Escherichia coli* and some other closely related bacteria but has not been shown to infect eukaryotes. Like SARS-CoV-2, MS2 is a single stranded RNA virus. However, at approximately 27 nm in diameter, MS2 is much smaller than the 120 nm diameter SARS-CoV-2 virus. Because MS2 has similar aerosol characteristics to human viruses, it is often used in air purifier and air filtration tests as a surrogate for viruses of similar or larger dimensions [1]. For example, MS2 has been used as a surrogate for Norovirus, including studies where MS2 has been aerosolised [2] and where viral inactivation by ultraviolet light has been assessed [3, 4]. MS2 is one of the bioaerosols recommended for air filtration tests by the EPA [5]. A study of the effect of UV exposure on virus aerosols found that MS2 was more resistant than the murine hepatitis virus (MHV) coronavirus to UV air disinfection [6]. Aerosols of the MHV coronavirus were found to be 7 – 10 times more susceptible than MS2 [6]. Therefore, MS2 is a conservative surrogate for coronaviruses in this type of testing. However, as stated by the FDA: “...currently there is limited published data about the wavelength, dose, and duration of UVC radiation required to inactivate the SARS-CoV-2 virus” [7].

Based on the requirements for aerosolisation, the use of ultraviolet light as the antiviral technology and its suitability as a surrogate for some human viral pathogens, MS2 was used as the challenge microorganism in this study.

4. Protocol

4.1. Environmental Conditions

Testing of the Air Sniper Ultra 119-110200 air purifier was conducted inside the environmental test chamber which was preconditioned before testing to 20°C ($\pm 3^\circ\text{C}$) and 55 % RH (± 5 %). A UV-C light in the ceiling of the test chamber sterilised the surfaces for 1 hour before testing. During testing the test chamber ventilation system was turned off to minimise the ventilation rate.

4.2. Air Purifier Active Test and Inactive Control Runs

Triplicate testing was conducted in the following configurations:

- Three **inactive control runs** without the air purifier operating
- Three **active test runs** with the Air Sniper Ultra 199-110200, placed on the floor in the centre of the test chamber, operating at speed setting 2.

In each active test run or inactive control run, viable MS2 virus was aerosolised into the test chamber for up to 30 minutes. Mixing fans were operated to promote homogenous distribution of the aerosol throughout the test chamber.

Testing was conducted in triplicate for both active test and inactive controls.

4.3. Air Sampling

Air samples were collected at a 1.0-meter height from the floor at a rate of 11.5 l/m at the following timepoints:

- -10 to 0 minutes
- 5 to 15 minutes
- 20 to 30 minutes
- 50 to 60 minutes

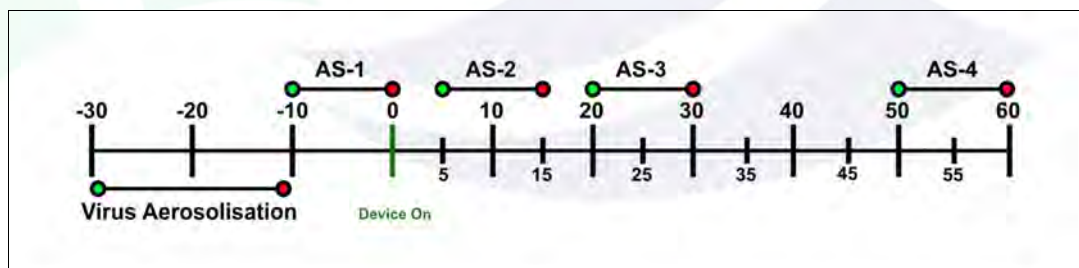


Figure: 4.1. Air sampling timeline

In the active test runs, the air purifier was operated at $t = 0$ and remained operating for the duration of the test. All air samples collected during testing were transferred to the laboratory for analysis by plaque assay.

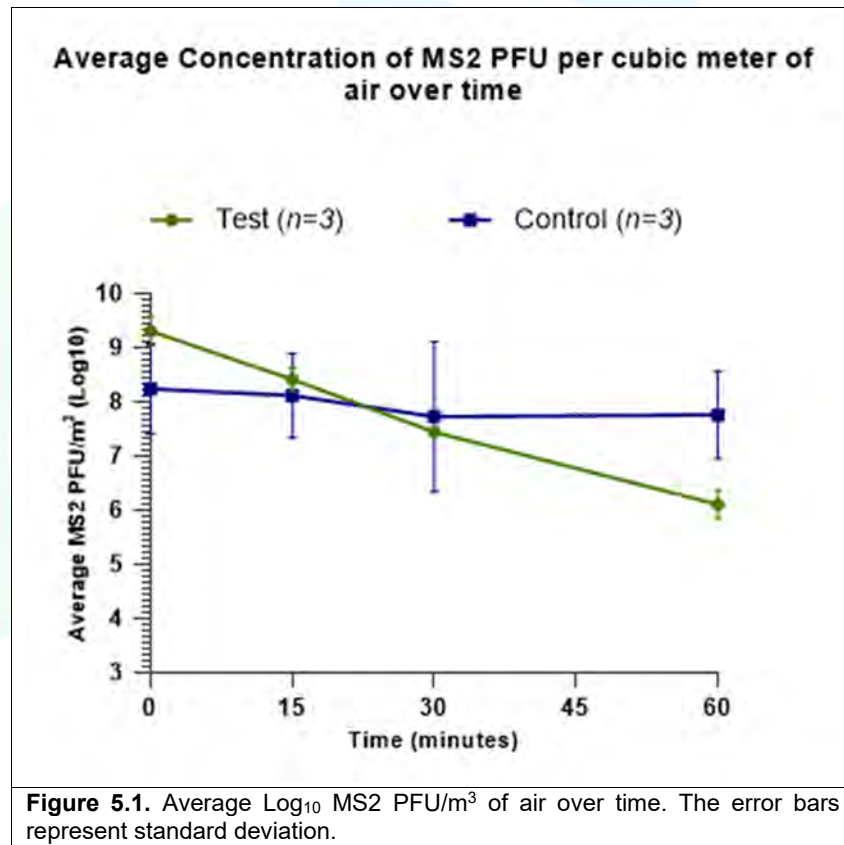
4.4. Sample Analysis

Samples collected from the test chamber are analysed by plaque assay, which assess the infectivity of the sampled virus. By applying samples to a petri plate pre-prepared with a lawn of *E. coli*, the concentration of viable virus in that sample can be determined by quantifying the number of plaques formed after incubation. The concentration of infective MS2 virus is denoted as the number of plaque forming units per cubic meter of air (PFU/m³). These values are reported logarithmically (Log10).

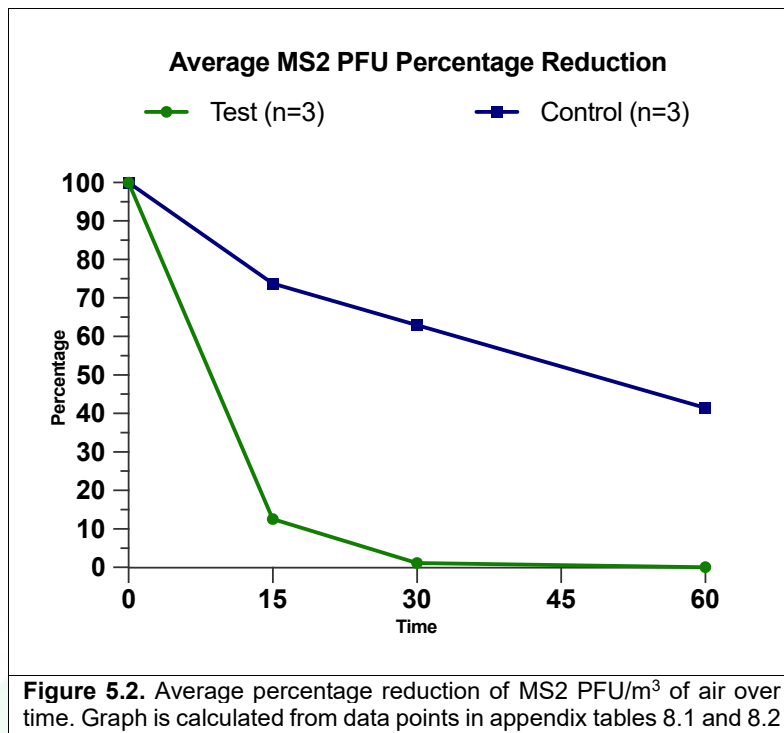
5. Results

Table 5.1 summarises the MS2 plaque-forming units per cubic meter of air (\log PFU/ m^3) measured inside the environmental test chamber at each time point. The results of three inactive control runs (no air purifier) and three active test runs (air purifier operating) are presented, the average of which is graphed in Figure 5.1. The percentage reduction is graphed in Figure 5.2.

| Time (minute) | Control | | | | Test | | | |
|---------------|---------|-------|-------|---------------|-------|-------|-------|---------------|
| | Run 1 | Run 2 | Run 3 | Average (n=3) | Run 1 | Run 2 | Run 3 | Average (n=3) |
| -10 to 0 | 8.83 | 8.61 | 7.28 | 8.24 | 9.61 | 9.17 | 9.11 | 9.29 |
| + 5 to 15 | 8.76 | 8.33 | 7.25 | 8.12 | 8.64 | 8.23 | 8.40 | 8.42 |
| +20 to 30 | 8.64 | 8.40 | 6.13 | 8.06 | 7.45 | 7.37 | 7.51 | 7.44 |
| +50 to 60 | 8.49 | 7.89 | 6.88 | 7.78 | 6.40 | 5.98 | 5.93 | 6.10 |



The measured starting concentration of MS2 was similar between each of the active test and inactive control runs. In the inactive control (no air purifier), there was a natural decay of the virus to an average of 7.78 \log_{10} MS2 PFU/ m^3 after 60 minutes. In the active test runs, the average airborne concentration of MS2 recovered after the air purifier had been operating for 60 minutes was 6.10 \log_{10} MS2 PFU/ m^3 ,



6. Discussion

Our environmental test chamber assessment demonstrated that, when challenged with MS2, the Air Sniper Ultra 119-110200 air purifier was capable of reducing the average airborne concentration of the virus from 9.29 to 6.10 Log₁₀ PFU/m³ after 60 minutes of operation.

The triplicate inactive control runs (no air purifier) did not show the same scale of reduction, the average concentration of MS2 decreased from 8.24 to 7.78 Log₁₀ PFU/m³.

Calculating the percentage reduction based on the PFU/m³ results there was a 99.9% reduction of airborne MS2 within 60 minutes of the air purifier operating.

7. References

- [1] John Zhang, Ph.D.; Doug Huntley; Andy Fox; Bryan Gerhardt; Al Vatine; John Cherne. Study of Viral Filtration Performance of Residential HVAC Filters. ASHRAE Journal, Vol. 62, no. 8, August 2020
- [2] Tung-Thompson G, Libera DA, Koch KL, de los Reyes FL III, Jaykus L-A (2015) Aerosolization of a Human Norovirus Surrogate, Bacteriophage MS2, during Simulated Vomiting. PLoS ONE 10(8): e0134277. <https://doi.org/10.1371/journal.pone.0134277>
- [3] G.W. Park, K.G. Linden, M.D. Sobsey (2010) Inactivation of murine norovirus, feline calicivirus and echovirus 12 as surrogates for human norovirus (NoV) and coliphage (F+) MS2 by ultraviolet light (254 nm) and the effect of cell association on UV inactivation. Letters in Applied Microbiology (Volume 52, Issue 2, Pages 162-167). <https://doi.org/10.1111/j.1472-765X.2010.02982.x>
- [4] Jung Eun Lee, GwangPo Ko (2013) Norovirus and MS2 inactivation kinetics of UV-A and UV-B with and without TiO₂. Water Research (Volume 47, Issue 15, Pages 5607-5613). <https://doi.org/10.1016/j.watres.2013.06.035>
- [5] EPA. 2006. "Generic Verification Protocol for Biological and Aerosol Testing of General Ventilation Air Cleaners." Cooperative Agreement R-83191101. U.S. Environmental Protection Agency
- [6] Christopher M. Walker and GwangPyo Ko. Effect of ultraviolet germicidal irradiation on viral aerosols. Environ. Sci. Technol. 2007, 41, 5460–5465 <https://doi.org/10.1021/es070056u>
- [7] UV Lights and Lamps: Ultraviolet-C Radiation, Disinfection, and Coronavirus <https://www.fda.gov/medical-devices/coronavirus-covid-19-and-medical-devices/uv-lights-and-lamps-ultraviolet-c-radiation-disinfection-and-coronavirus>

8. Appendix

| Time (minute) | Table 8.1. Average PFU/m ³ recovered from test run samples | | | | |
|---------------|---|---------------|---------------|----------------------|-------------|
| | Test 1 | Test 2 | Test 3 | Average | % Reduction |
| 0 | 4,041,666,667 | 1,486,111,111 | 1,583,333,333 | 2,370,370,370 | N/A |
| 15 | 434,722,222 | 172,222,222 | 287,500,000 | 298,148,148 | 87.4 |
| 30 | 28,194,444 | 25,000,000 | 33,611,111 | 28,935,185 | 98.8 |
| 60 | 2,875,000 | 958,333 | 902,778 | 1,578,704 | 99.9 |

| Time (minute) | Table 8.2. Average PFU/m ³ recovered from control run samples | | | | |
|---------------|--|-------------|------------|--------------------|-------------|
| | Control 1 | Control 2 | Control 3 | Average | % Reduction |
| 0 | 693,939,394 | 406,060,606 | 19,090,909 | 373,030,303 | N/A |
| 15 | 590,909,091 | 216,666,667 | 18,030,303 | 275,202,020 | 26.2 |
| 30 | 436,363,636 | 254,545,455 | 13,636,364 | 234,848,485 | 37.0 |
| 60 | 324,242,424 | 131,515,152 | 8,393,939 | 154,717,172 | 58.5 |

9. Amendment History

| Page | Section | Details of Amendment |
|------|---------|---|
| 4 | 3.2 | Added additional information about MS2 |
| 9 | 7 | Added references for additional information about MS2 |

This report, ASCR092438v2 supersedes previous versions



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Report written by:

Jake Behan, BSc.
Head of Operations

Report reviewed by:

Vivienne Mahon, PhD
Chief Scientist/Quality Director

*****End of Report*****



INNOVATIVE MANUFACTURING SOURCE ZERO OZONE VERIFICATION REPORT

SCOPE OF WORK

Verified Zero Ozone per UL 2998

REPORT NUMBER

104682383CRT-004

ISSUE DATE

24 January 2022

REVISED DATE:

PAGES

8

DOCUMENT CONTROL NUMBER

ZERO-OZONE-SMS-OP-19

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ZERO OZONE CERTIFICATION REPORT

SECTION 1 Applicant Information

| | | | | | |
|----------------------|------------------|-------------------|-----------------|----------------|----|
| Report Number | 104682383CRT-004 | Issue Date | 24 January 2022 | Revised | NA |
|----------------------|------------------|-------------------|-----------------|----------------|----|

| | | | |
|------------------|---|---------------------|---|
| Applicant | Innovative Manufacturing Source Inc. | Manufacturer | Innovative Manufacturing Source Inc. |
| Address | Bay #3, 3855 64 AVE SE Calgary, AB T2C 2V5 | Address | Bay #3, 3855 64 AVE SE Calgary, AB T2C 2V5 |
| Country | Canada | Country | Canada |
| Contact | Mike Prior | Contact | Mike Prior |
| Phone | (403) 819-4971 | Phone | (403) 819-4971 |
| FAX | NA | FAX | NA |
| Email | mike.prior@imsmfg.ca | Email | mike.prior@imsmfg.ca |

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ZERO OZONE CERTIFICATION REPORT

SECTION 2 Product Grouping

Verified Zero Ozone: Conforms to UL 2998 (3rd Edition, July 10, 2020) clause 6.2, emittance of ozone not exceeding a concentration of 0.005 ppm.

| | |
|----------------------|--|
| Certificate | ZOZ-90112-2022a |
| Product Category | Air Cleaners, UV Germicidal Air Purifier - Induct |
| Brand name | Air Sniper |
| Models | 80-111260, 80-111265, 80-111270, 80-111275, 80-111280, 80-111285 |
| Product Restrictions | None |



ZERO OZONE CERTIFICATION REPORT

SECTION 4 Private Label

| MULTIPLE LISTEE 1 | |
|------------------------------|--------------------------------------|
| Company Name: NA | Brand Name: NA |
| Address: NA | |
| Contact: NA | Email: NA |
| Phone Number: NA | Note: NA |
| Multiple Listee Model | Basic Listee Correlated Model |
| NA | NA |



ZERO OZONE CERTIFICATION REPORT

SECTION 5 Revision History

| Date | Project Number | Revision Description | Revised By | Signature |
|------|----------------|----------------------|------------|-----------|
| | | | | |
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ZERO OZONE CERTIFICATION REPORT

SECTION 6 Program Requirements

1. Confirmation testing; a product must be tested:
 - a. Whenever a product is being updated on any of the reports listed in Section 5 Testing Results section of this report which may include: critical component updates, manufacturing location change or addition, or quality process changes.
 - b. Or, every 3 years when no above circumstance has been met.
2. Annual surveillance:
 - a. The program will issue certificates for a period of 1 year from the date testing was complete. Certificates will be updated annually once the client has verified nothing has changed on the product as outlined in point 1 above.
 - b. A proposal will be issued to updated and re issue the new certificates. Certification fees will apply.



ZERO OZONE CERTIFICATION REPORT

SECTION 7 Conclusion

| | | | |
|---|----------------|---------------------|-----------------------|
| <p>Representative samples of the products covered by this report have been evaluated and found to comply with the applicable requirements of the standards indicated above.</p> <p>Please note, this Report does not represent authorization for the applicant or manufacturer to apply Intertek Certification Marks.</p> | | | |
| Completed by: | Michael Hudon | Reviewed by: | Jesse Ondersma |
| Title: | Staff Engineer | Title: | Certification Manager |
| Signature: | | Signature: | |

April 5, 2022

CERTIFICATE of PERFORMANCE

Mr. Joe Fida
Blade Filters Inc.
169 Enterprise Blvd Unit 301
Markham, ON L6G 0E7

Dear Joe:

We are pleased to provide you this Certificate of Performance for your HEPA Filter Part # AP041

HEPA Filter Part # AP041 is tested in an ISO 6 Test Lab in accordance to The Institute of Environmental Sciences and Technology (IEST) test standard IEST-RP-CC00.16 using an upstream poly dispersed aerosol challenge of KCL. Downstream probe testing is conducted with a laser particle counters and the efficiency readings are documented on 0.3 μm particle size to meet a minimum Filter Efficiency of 99.97% @ 0.3 μm with a maximum Pressure Drop of 1.08" H₂O.

Filter Production test reports for recent orders are attached.

Sincerely,



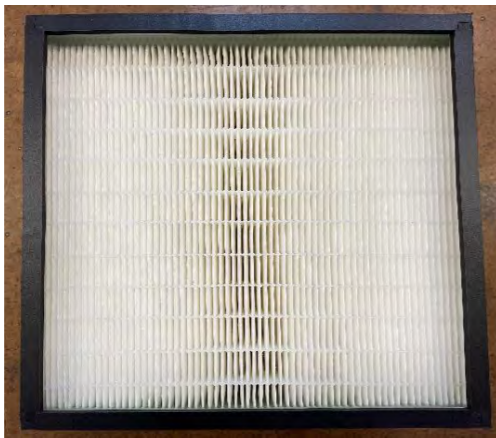
Russell Kelly
President
APC Filtration Inc.

Certification of Test (CoT)

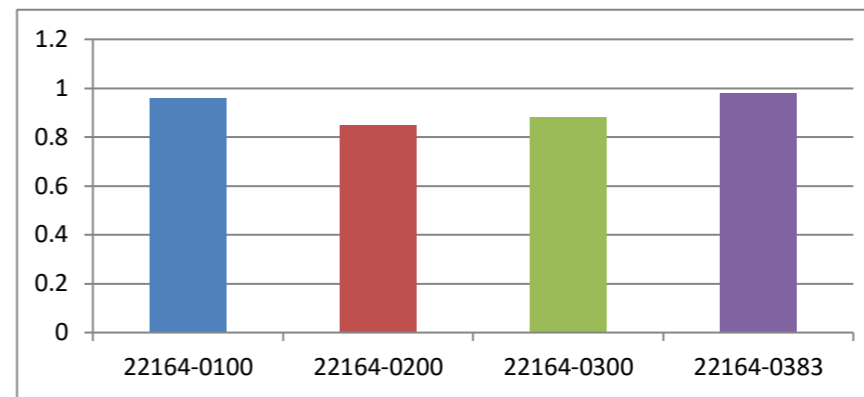
| | |
|---------------------|--------------------------|
| Test Date | April 5, 2022 |
| Test Type | IEST-RP-CC001.6 |
| Test Aerosol | KCl, Neutralized |
| Customer | Blade Filters Inc. |
| Manufacturing Order | 22164 |
| Serial Number Range | 22164-0001 to 22164-0383 |

| | |
|-------------------------|--|
| Part Number | AP041 |
| Nominal Dimensions | 12.00" x 12.00" x 8.50" (L x W x D) |
| Pleat Quantity | 66 Pleats |
| Media Lot Number | 2500039-0703, -0903, -0902, -1002, -0803, -0603, -0303 |
| Media Type | Synthetic, HEPA Media |
| Est. Media Surface Area | 74.30 sq. ft. |

Filter Front



Pressure Drop Graph (Each Sample)



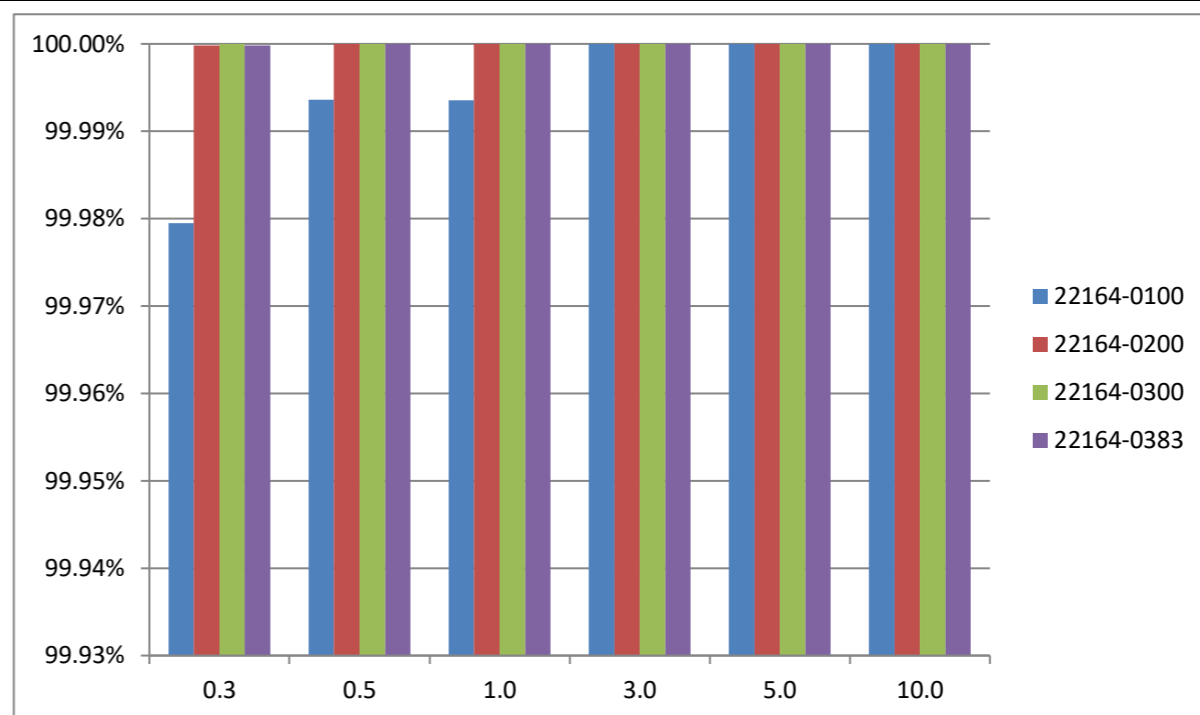
Test Conditions

| | |
|--------------------------------|------|
| Test Air Temp. (degrees in F.) | 71.4 |
| Relative Humidity (%) | 30 |
| Barometric Pressure (in Hg.) | 29.2 |

Test Results

| | | |
|----------------------------|-------------------|--|
| Sample 1 | 22164-0100 | |
| Airflow Rate [CFM] | 750 | |
| Filter Resistance [in WG] | 0.96 | |
| Efficiency [%] @ 0.3µm | 99.979% | |
| Sample 2 | 22164-0200 | |
| Airflow Rate [CFM] | 750 | |
| Filter Resistance [in WG] | 0.85 | |
| Efficiency [%] @ 0.3µm | 100.000% | |
| Sample 3 | 22164-0300 | |
| Airflow Rate [CFM] | 750 | |
| Filter Resistance [in WG] | 0.88 | |
| Efficiency [%] @ 0.3µm | 100.000% | |
| Sample 4 | 22164-0383 | |
| Airflow Rate [CFM] | 750 | |
| Filter Resistance [in WG] | 0.98 | |
| Efficiency [%] @ 0.3µm | 100.000% | |

Graph of Efficiency (%) vs. Particle size (µm)



Filter Rating "if applicable" HEPA, 99.97% @ 0.3µm

Approvals

| | |
|--------------|------------------|
| Tested By: | Joshua Kuetemann |
| Date: | April 5, 2022 |
| Approved By: | David Tiet |
| Date: | April 7, 2022 |

| | |
|---------|---|
| Signed: |  |
| Signed: |  |

APC Filtration certifies that this shipment was tested and meets its specifications.

It is certified that the product's serial numbers detailed hereon have been inspected and tested in accordance with the conditions and requirements of contract of purchase order and unless otherwise noted, conform in all respects to the specifications relevant to thereto.

All products have been 100% leak tested, as required by the customer, and are in accordance with the test parameters as specified on the drawing.

| | | | | |
|-----------------------------|---|---------------------------------|-------------------|-----------------------|
| CLEANAIR.AI CORP | | DOCUMENT NUMBER 90012 | REV. NC | PAGE 1 of 2 |
| MANUF Code TBD | DOCUMENT NAME ALVI OZONE GENERATION TEST REPORT | | | |

REVISIONS

| REV. | CHANGE DATE | CHANGE DESCRIPTION | APPROVAL |
|------|---------------|--------------------|----------|
| NC | June 18, 2020 | Initial Release. | ML |
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RESTRICTION ON USE, DUPLICATION, OR DISCLOSURE OF PROPRIETARY INFORMATION
The information contained within this document and throughout the course of the project is confidential and subject to the CleanAir.ai-Client with respect to confidentiality.

APPROVALS

| | | |
|---------------------------|-------------------------|-----------------------|
| PREPARED BY D. Ramphal | APPROVAL S. Petgrave | APPROVAL M. Lauzon |
|---------------------------|-------------------------|-----------------------|



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|-----------------------------|---|---------------------------------|-------------------|-----------------------|
| CLEANAIR.AI CORP | | DOCUMENT NUMBER 90012 | REV. NC | PAGE 2 of 2 |
| MANUF Code TBD | DOCUMENT NAME ALVI OZONE GENERATION TEST REPORT | | | |

1. SCOPE

This document provides a summary of the 3rd party ozone generation testing that was conducted by CSA. The purpose of the test was to determine the ALVI design's maximum generated ozone.

2. OZONE GENERATION TESTING AND ANALYSIS

MASTER CONTRACT: 242665 (LR 85373)

REPORT: 1362961

PROJECT: 70026739

Page No: 12

Date Issued: March 12, 2015

6. Voltage Decay: Cl. 6.6
(The time required for the high voltage to decay to a value approximating the supply-circuit voltage after the primary circuit has been de-energized by using a neon test lamp connected in parallel with a potentiometer adjusted until the voltage supplied to the lamp is the minimum voltage required to cause the lamp to glow.)
Result: Pass.
7. Ozone Test: CSA/TIL-H13 - Maximum ozone generated by the unit was 1.1 ppb.
Test details filed at CSA.
Result: Pass.

Equipment used:

| Equipment Type | Manufacturer | Model Number | Asset Number | Calibration Date | Calibration Due Date |
|--------------------|--------------|--------------|--------------|------------------|----------------------|
| Diel. Str. Tester. | CRI Ltd | AV-50VA-100 | 36100005 | 2009-01-15 | 2010-01 |
| DMM | Fluke | 87 III | 75007491 | 2009-06-26 | 2010-06 |
| DMM | Philips | PM2718X | 49105347 | 2009-07-08 | 2010-07 |
| DTM | Fluke | 52 | 75006627 | 2009-06-03 | 2010-06 |
| HV. Meter Probe | Beckman | HV-211-22 MΩ | 49000581 | 2009-07-28 | 2010-07 |
| Power Meter | Yokogawa | WT210 | 75008178 | 2008-10-15 | 2010-10 |

DOD 507.10 Rev. 2013-06-19

3. CONCLUSION

The ALVI design produced a maximum of 1.1 ppb of Ozone which resulted in a pass.

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|--------------------------|--|---------------------------------|-------------------|-----------------------|
| CLEANAIR.AI CORP | | DOCUMENT NUMBER 90042 | REV. NC | PAGE 1 of 5 |
| MANUF Code TBD | DOCUMENT NAME CSA CERTIFICATE OF COMPLIANCE - ALVI | | | |

REVISIONS

| REV. | CHANGE DATE | CHANGE DESCRIPTION | APPROVAL |
|------|----------------|--------------------|----------|
| NC | March 15, 2022 | Initial Release. | ML |
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The information contained within this document and throughout the course of the project is confidential and subject to the CleanAir.ai-Client with respect to confidentiality.

APPROVALS

| | | |
|---------------------------|-------------------------|-----------------------|
| PREPARED BY D. Ramphal | APPROVAL S. Petgrave | APPROVAL M. Lauzon |
|---------------------------|-------------------------|-----------------------|



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| CLEANAIR.AI CORP | | DOCUMENT NUMBER 90042 | REV. NC | PAGE 2 of 5 |
| MANUF Code TBD | DOCUMENT NAME CSA CERTIFICATE OF COMPLIANCE - ALVI | | | |

1. SCOPE

This document provides the CSA Certificate of Compliance for the ALVI products. Please note InnerEco Environmental Inc. is the manufacturer of the CleanAir.ai products.

2. CERTIFICATE

CM Released - March 30, 2022

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|-----------------------------|--|---------------------------------|-------------------|-----------------------|
| CLEANAIR.AI CORP | | DOCUMENT NUMBER 90042 | REV. NC | PAGE 3 of 5 |
| MANUF Code TBD | DOCUMENT NAME CSA CERTIFICATE OF COMPLIANCE - ALVI | | | |



Certificate of Compliance

| | |
|--|--------------------------------|
| Certificate: 1362961 (LR 85373) | Master Contract: 242665 |
| Project: 2765547 | Date Issued: December 10, 2014 |
| Issued to: InnerEco Environmental Inc 510 Coronation Dr, Unit 22 Scarborough, ON M1E 4X6 Canada Attention: Megan Kitchen | |

The products listed below are eligible to bear the CSA Mark shown with adjacent indicators 'C' and 'US' for Canada and US or with adjacent indicator 'US' for US only or without either indicator for Canada only.



Edwin Ko
 Issued by: Edwin Ko, P. Eng.

PRODUCTS

CLASS 1211 81 - COMFORT CONDITIONING EQUIPMENT - Air Cleaners - Electrostatic
 - Certified to U.S. Standards

CLASS 1211 01 - COMFORT CONDITIONING EQUIPMENT - Air Cleaners - Electrostatic

Electronic Air Filters, Airscreen Models 1000,1500 and 2300 and MicroPower Guard Model 1050, powered from a certified Class 2 supply, rated 120VAC, 60Hz; output 24VAC, 200mA.

Notes:

1. The subject products are only for installation in furnace or air conditioner according to the manufacturer's instruction.
2. The subject Duct-type air cleaners shall be energized, only after a delayed time sequence following operation of the blower fan of the HVAC system.


APPLICABLE REQUIREMENTS

CSA Std C22.2 No 187-09 - Electrostatic Air Cleaners

DQD 507 Rev. 2012-05-22 Page: 1

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|-----------------------------|--|---------------------------------|-------------------|-----------------------|
| CLEANAIR.AI CORP | | DOCUMENT NUMBER 90042 | REV. NC | PAGE 4 of 5 |
| MANUF Code TBD | DOCUMENT NAME CSA CERTIFICATE OF COMPLIANCE - ALVI | | | |



CSA Group

| | |
|---------------------------------|--------------------------------|
| Certificate: 1362961 (LR 85373) | Master Contract: 242665 |
| Project: 2765547 | Date Issued: December 10, 2014 |

ANSI/UL Std No 867 5th Ed. - Electrostatic Air Cleaners

DQD 507 Rev 2012-05-22

Page: 2

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| | | | | |
|----------------------|---|--------------------------|------------|----------------|
| CLEANAIR.AI CORP | | DOCUMENT NUMBER 90042 | REV. NC | PAGE 5 of 5 |
| MANUF Code TBD | DOCUMENT NAME CSA CERTIFICATE OF COMPLIANCE - ALVI | | | |

3. CONCLUSION

The ALVI technology meets the requirements of the CSA.

CM Released - March 30, 2022

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BLADE

TRADE REFERENCES

KOCH FILTER CORPORATION

- Credit: \$1,000,000
- Contact: Harry Allen - Strategic/OEM Account Manager
harry.2.allen@kochfilter.com

DAFCO Filtration Group

- Credit: \$1,000,000
- Contact: Dolf Vendramini
OEM Manager - dvendramini@filtrationgroup.com

ShipCarte

- Credit: \$500,000
- Contact: Shaqueel Kassam – CEO – skassam@shipcarte.com

Millomat Stamping:

- Credit: \$500,000
- Contact: Mani Sehmbi – President - mani@accuburners.com



SHIPCARTÉ
MORE THAN SHIPPING.

To whom it may concern,

Date: June 22, 2022

Blade Filters Inc. has been a client of our organization for several years. They have credit terms with us in excess of \$500,000 CDN and \$350,000 USD. They have always paid on time and have never been in collections. They are a great client to work with. If you need any further information please feel free to contact me.

Shaqueel Kassam
Co-Founder and CEO

📞 888 424 8878

✉ sales@shipcarte.com

📍 8-120 W. Beaver Creek Rd Richmondhill,
ON L4B 1L2



➔ SHIPCARTÉ.COM



Blade Filters Inc

June 21, 2022

To whom it may concern,

Blade Filters Inc. has been a client of National Bank of Canada since May 2021 and all accounts have operated to our complete satisfaction. All credit facilities are maintained in good order.

If you require more information, please feel free to contact me at 416-864-7791 ext. 43279. I will be pleased to answer any questions you may have.

Sincerely,

Won Joon Jeong
Manager, Commercial Banking
National Bank of Canada
130 King Street West 29th floor
Toronto, ON
M5X 1J9



Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

| Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur | Contractor address / Adresse de l'entrepreneur | Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description | Clearance certificate number / Numéro du certificat de décharge | Validity period (dd-mmm-yyyy) / Période de validité (jj- mmm-aaaa) |
|--|---|---|--|--|
| BLADE FILTERS INC. | 10 - 746 WARDEN AVE, GERRI MACNEIL, SCARBOROUGH, ON, M1L4A2, CA | 333248: All other industrial machinery manufacturing | A000010KP5 | 20-May-2022 to 19-Aug-2022 |

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

AVA MONTINI

647-920-4180

Email: amontini@bladeair.com

SUMMARY

Marketing Manager with key strengths in communication, strategic thinking, and project management.

SKILLS

- Written and Verbal Communication
- CRM
- Leadership
- Microsoft Office (PowerPoint, Word, Excel)
- Search Engine Optimization
- Paid Search Engine Advertising
- Google Analytics
- Social Media Marketing
- B2B Marketing Strategy
- Data Analysis/Market Research
- Email Marketing
- Time Management
- Creativity

EXPERIENCE

Marketing Manager – Current

Blade Filters Inc. – North York, ON

- Directed the development and launch of rebranding synergizing two operating divisions into one unified identity.
- Redesigned company website implementing effective on-page SEO strategies.
- Directing and managing all SEO campaigns, competitor analysis, keyword analysis, content development with the implementation of KPIs.
- Collaborate with business development and sales teams to ensure company-wide branding consistency for our clients.
- Design and created marketing collateral for sales meetings, trade shows, and company executives.
- Design and implement direct email campaigns.
- Launched and manage all social media and search engine paid marketing.
- Creation of national and North American-wide press releases.
- Prepare and coordinate multiple industry-specific webinars
- Monitor all campaign performance using social media management tools and CRM platforms.
- Producing reports to provide insight on company's marketing performance.
- Preparing detailed annual budgets and monthly forecasts for all marketing activity

EDUCATION

- Bachelor of Business Diploma

LESLIE SMITH

905-719-9715

Email: lsmith@bladeair.com

SUMMARY

Account Executive with key strengths in planning, problem solving and customer support.

SKILLS

- Written and Verbal Communication.
- Contract Negotiation.
- Presentation.
- Organization.
- Microsoft Office (PowerPoint, Word, Excel)
- CRM (Salesforce)
- Problem-solving.
- Sales Fundamentals and Relationship Building.
- Communication
- Professional
- Ethical

EXPERIENCE

Account Executive – Current

Blade Filters Inc. – North York, ON

- Develop ongoing, profitable relationships with customers and continually maintained a professional image of the company and our customers
- Demonstrate products and services to existing/potential customers and assist them in selecting those best suited to their needs.
- Conduct sales presentations by telephone and physical visits to customer's locations and perform professional presentations or demonstrations of company product(s)/service(s) while on-site.
- Build and maintain ongoing awareness of new products and services, competitor activities, and other research.
- Provide customer service
- Coordinate sales efforts with marketing, sales management, accounting, logistics and technical service groups
- Supply management with oral and written reports on customer needs, problems, interests, competitive activities and potential for new products and services
- Actively engaged in the bid and tender process within the North American market

Account Executive – 2017 – 2022

Air Filtration Manufacturer – Mississauga, ON

Office Manager/Bookkeeper – 2006 – 2017

Construction - Hamilton, ON

Marketing Coordinator/Bookkeeper – 1999-2006

Not for Profit - Rexdale, ON

Office Manager/Bookkeeper – 1996 – 1999

Education Sector - Mississauga, ON

EDUCATION

- Business Diploma
- Accounting Diploma
- Dale Carnegie – Winning with Relationship Selling
- Lean Green Belt

KIRA SHERMAN

416-316-3060

Email: ksherman@bladeair.com

SUMMARY

Manager with key strengths in planning, problem solving and customer support.

SKILLS

- Written and Verbal Communication.
- Contract Negotiation.
- Presentation.
- Organization.
- Microsoft Office (PowerPoint, Word, Excel)
- CRM (Salesforce)
- Problem-solving.
- Sales Fundamentals and Relationship Building.
- Communication
- Professional
- Ethical

EXPERIENCE

VP Business Development – Current

Blade Filters Inc. – North York, ON

- Focus on sales growth and scalability of the organization for 2+ years
- Manage a team of 10+ employees including recruitment, onboarding and development
- Ongoing nurturing and development of client relationships both private and public sector
- Source and selection of distribution network within North America

Executive Recruiter – 2015 – 2020

Operations/Hospitality Management – Canada

Business Development Consultant – 2010 – 2015

Hospitality - Toronto, ON

EDUCATION

- Business Diploma
- Graduated with Honours
- Fluent in French and Spanish
- WSET Level 2 -passed with distinction
- Smart Serve Certified
- WHMIS Trained

JOSEPH FIDA

905-909-5611

Email: jfida@bladeair.com

SUMMARY

Executive with key strengths in engineering, R&D, problem solving, and manufacturing.

SKILLS

- Product Innovation.
- CAD drawings.
- Engineering.
- Manufacturing efficiencies.
- Supply chain development.
- Leadership.

EXPERIENCE

Partner and Chief Technology Officer – 2017 to Current

Blade Filters Inc. – North York, ON

- Oversee all organization engineering and R&D initiatives.
- Development of new product lines and partnerships to ensure most effective product lineup is available.
- Innovation and continued optimization of current products.
- Working with clients to develop custom solutions to meet their indoor air quality needs.
- Technical information resource for client and employee education.
- Engages lab testing and third party monitoring

Director of Operations – 2018 to 2019

Extraction Company – Toronto, ON

Total Product Maintenance Administrator – 2017 to 2017

Food and Beverage Manufacturer - Mississauga, ON

EDUCATION

- Master of Applied Science in Chemical Engineering
- Bachelor of Chemical Engineering

GIANCARLO SESSA

416-605-3425

Email: gsezza@bladeair.com

SUMMARY

Executive with key strengths in finance, growth, leadership and problem solving.

SKILLS

- Leadership
- Written and Verbal Communication.
- Contract Negotiation.
- Team Building.
- Organization.
- Cashflow Management.
- Problem-solving.
- Growth Strategy.

EXPERIENCE

Partner and Chief Financial Officer – 2017 to Current
Blade Filters Inc. – North York, ON

- Oversee all organization financials and financing strategy.
- Management of cashflow on a daily, weekly, monthly, quarterly, and annual basis.
- Delegation of duties to key employees to perform activities effectively and timely.
- Oversight of various business units to ensure goals are being met and growth is sustainable.
- Manage external and internal stakeholders.
- Oversee organization growth strategy to ensure monthly, quarterly, and yearly goals are being met or exceeded.
- Maintaining and nurturing relationships with key client accounts.

Tax Associate – 2018 to 2018
Large Accounting Firm – Toronto, ON

Marketing Associate – 2017 to 2018
Distribution - Markham, ON

EDUCATION

- Bachelor of Business Administration- specialization in Accounting and Finance

Date of this notice: 05-09-2022

Employer Identification Number:
88-2214822

Form: SS-4

Number of this notice: CP 575 A

BLADE FILTERS INC
DBA BLADE
% GIANCARLO SESSA
33 MILVAN DRIVE
NORTH YORK, ONTARIO M9L 1Y8
CANADA

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2214822. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is BLAD. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

| | | | |
|-----------------------------|-------------------|---------------------------------|---|
| Your Telephone Number | Best Time to Call | DATE OF THIS NOTICE: | 05-09-2022 |
| () - | _____ | EMPLOYER IDENTIFICATION NUMBER: | 88-2214822 |
| _____ | _____ | FORM: | SS-4 NOBOD |

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023


BLADE FILTERS INC
DBA BLADE
% GIANCARLO SESSA
33 MILVAN DRIVE
NORTH YORK, ONTARIO M9L 1Y8
CANADA

Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.
▶ Go to www.irs.gov/FormW8BENE for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form for:

Instead use Form:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Part I Identification of Beneficial Owner

| | |
|---|--|
| 1 Name of organization that is the beneficial owner | 2 Country of incorporation or organization |
|---|--|

3 Name of disregarded entity receiving the payment (if applicable, see instructions)

4 Chapter 3 Status (entity type) (Must check one box only):

| | | | |
|--|---|--|---|
| <input type="checkbox"/> Simple trust | <input type="checkbox"/> Tax-exempt organization | <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Central Bank of Issue | <input type="checkbox"/> Private foundation | <input type="checkbox"/> Complex trust | <input type="checkbox"/> Foreign Government - Controlled Entity |
| <input type="checkbox"/> Grantor trust | <input type="checkbox"/> Disregarded entity | <input type="checkbox"/> Estate | <input type="checkbox"/> Foreign Government - Integral Part |
| | <input type="checkbox"/> International organization | | |

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. Yes No

5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

| | |
|---|---|
| <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). | <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. |
| <input type="checkbox"/> Participating FFI. | <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. |
| <input type="checkbox"/> Reporting Model 1 FFI. | <input type="checkbox"/> International organization. Complete Part XIV. |
| <input type="checkbox"/> Reporting Model 2 FFI. | <input type="checkbox"/> Exempt retirement plans. Complete Part XV. |
| <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. | <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. |
| <input type="checkbox"/> Sponsored FFI. Complete Part IV. | <input type="checkbox"/> Territory financial institution. Complete Part XVII. |
| <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. | <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. |
| <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. | <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. |
| <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. | <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. |
| <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. | <input type="checkbox"/> 501(c) organization. Complete Part XXI. |
| <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. | <input type="checkbox"/> Nonprofit organization. Complete Part XXII. |
| <input type="checkbox"/> Owner-documented FFI. Complete Part X. | <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. |
| <input type="checkbox"/> Restricted distributor. Complete Part XI. | <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. |
| | <input type="checkbox"/> Active NFFE. Complete Part XXV. |
| | <input type="checkbox"/> Passive NFFE. Complete Part XXVI. |
| | <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. |
| | <input type="checkbox"/> Direct reporting NFFE. |
| | <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. |
| | <input type="checkbox"/> Account that is not a financial account. |

6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

| | |
|---|---------|
| City or town, state or province. Include postal code where appropriate. | Country |
|---|---------|

7 Mailing address (if different from above)

| | |
|---|---------|
| City or town, state or province. Include postal code where appropriate. | Country |
|---|---------|

Part I Identification of Beneficial Owner (continued)

8 U.S. taxpayer identification number (TIN), if required _____

| | | |
|----------------------|----------------------------|---|
| 9a GIIN _____ | b Foreign TIN _____ | c Check if FTIN not legally required. <input type="checkbox"/> |
|----------------------|----------------------------|---|

10 Reference number(s) (see instructions) _____

Note: Please complete remainder of the form including signing the form in Part XXX.

Part II Disregarded Entity or Branch Receiving Payment. (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

11 Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment

Branch treated as nonparticipating FFI. Reporting Model 1 FFI. U.S. Branch.

Participating FFI. Reporting Model 2 FFI.

12 Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address). _____

City or town, state or province. Include postal code where appropriate. _____

Country _____

13 GIIN (if any) _____

Part III Claim of Tax Treaty Benefits (if applicable). (For chapter 3 purposes only.)

14 I certify that (check all that apply):

a The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

b The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):

| | |
|--|---|
| <input type="checkbox"/> Government | <input type="checkbox"/> Company that meets the ownership and base erosion test |
| <input type="checkbox"/> Tax-exempt pension trust or pension fund | <input type="checkbox"/> Company that meets the derivative benefits test |
| <input type="checkbox"/> Other tax-exempt organization | <input type="checkbox"/> Company with an item of income that meets active trade or business test |
| <input type="checkbox"/> Publicly traded corporation | <input type="checkbox"/> Favorable discretionary determination by the U.S. competent authority received |
| <input type="checkbox"/> Subsidiary of a publicly traded corporation | <input type="checkbox"/> No LOB article in treaty |
| | <input type="checkbox"/> Other (specify Article and paragraph): _____ |

c The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).

15 **Special rates and conditions** (if applicable—see instructions):
 The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 14a above to claim a _____ % rate of withholding on (specify type of income): _____
 Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: _____

Part IV Sponsored FFI

16 Name of sponsoring entity: _____

17 **Check whichever box applies.**

I certify that the entity identified in Part I:

- Is an investment entity;
- Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
- Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.

I certify that the entity identified in Part I:

- Is a controlled foreign corporation as defined in section 957(a);
- Is not a QI, WP, or WT;
- Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
- Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank18 I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts19 I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity22 I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

Part IX Certain Investment Entities that Do Not Maintain Financial Accounts23 I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI (continued)**Check box 24b or 24c, whichever applies.**

- b** I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
 - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
 - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
 - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
 - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c** I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

- d** I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

- 25a** (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
 - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
 - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
 - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
 - Does not solicit customers outside its country of incorporation or organization;
 - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
 - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
 - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI

- 26** I certify that the entity identified in Part I:
- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____ . The applicable IGA is a Model 1 IGA or a Model 2 IGA; and is treated as a _____ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
 - If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor _____ .
The trustee is: U.S. Foreign

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue

- 27** I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XIV International Organization

Check box 28a or 28b, whichever applies.

- 28a** I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).
- b** I certify that the entity identified in Part I:
- Is comprised primarily of foreign governments;
 - Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
 - The benefit of the entity's income does not inure to any private person; **and**
 - Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

- 29a** I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
 - Is operated principally to administer or provide pension or retirement benefits; **and**
 - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b** I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - No single beneficiary has a right to more than 5% of the FFI's assets;
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
 - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
 - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
 - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
 - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c** I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - Has fewer than 50 participants;
 - Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
 - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
 - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

Part XV Exempt Retirement Plans *(continued)*

- d I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
 - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

- 30 I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
 - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
 - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
 - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
 - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

- 31 I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

- 32 I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
 - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
 - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

- 33 I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
 - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
 - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

- 34 I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
 - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
 - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
 - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

Part XXI 501(c) Organization

35 I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Nonprofit Organization

36 I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

37a I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).

b I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is _____; **and**
- The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

38 I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
 - (i) Does not accept deposits in the ordinary course of a banking or similar business;
 - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
 - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

39 I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

40a I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

b I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**

c I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.



2017-08-15

Corporations Canada
C. D. Howe Building
235 Queen Street
Ottawa, Ontario K1A 0H5

Corporations Canada
Édifice C.D. Howe
235, rue Queen
Ottawa (Ontario) K1A 0H5

Corporation Information Sheet

Canada Business Corporations Act (CBCA)

Fiche de renseignements concernant la société

Loi canadienne sur les sociétés par actions (LCSA)

Blade Filters Inc.

| | | |
|---|------------------------------------|--|
| Corporation Number | 1036271-9 | Numéro de société |
| Corporation Key Required for changes of address or directors online | 99535236 | Clé de société Requise pour mettre à jour en ligne l'adresse du siège social ou l'information concernant les administrateurs |
| Anniversary Date Required to file annual return | 08-12 (mm-dd/mm-jj) | Date anniversaire Requise pour le dépôt du rapport annuel |
| Annual Return Filing Period Starting in 2018 | 08-12 to/au 10-11 (mm-dd/mm-jj) | Période pour déposer le rapport annuel Débutant en 2018 |

Reporting Obligations

A corporation can be dissolved if it defaults in filing a document required by the CBCA. To understand the corporation's reporting obligations, consult *Keeping Your Corporation in Good Standing* (enclosed or available on our website).

Corporate Name

Where a name has been approved, be aware that the corporation assumes full responsibility for any risk of confusion with existing business names and trademarks (including those set out in the Nuans search report). The corporation may be required to change its name in the event that representations are made to Corporations Canada and it is established that confusion is likely to occur. Also note that any name granted is subject to the laws of the jurisdiction where the corporation carries on business. For additional information, consult **Protecting Your Corporate Name** (enclosed or available on our website).

Obligations de déclaration

Une société peut être dissoute si elle omet de déposer un document requis par la LCSA. Pour connaître les obligations de déclaration de la société veuillez consulter *Maintenir votre société en conformité*, ci-jointe ou disponible dans notre site Web.

Dénomination sociale

En dépit du fait que Corporations Canada ait approuvé la dénomination sociale, il faut savoir que la société assume toute responsabilité de risque de confusion avec toutes dénominations commerciales, marques de commerce existantes (y compris celles qui sont citées dans le rapport de recherche Nuans). La société devra peut-être changer sa dénomination advenant le cas où des représentations soient faites auprès de Corporations Canada établissant qu'il existe une probabilité de confusion. Il faut aussi noter que toute dénomination octroyée est assujettie aux lois de l'autorité législative où la société mène ses activités. Pour obtenir de l'information supplémentaire, veuillez consulter le document **Protection de la dénomination sociale** ci-joint ou disponible dans notre site Web.



Certificate of Incorporation

Canada Business Corporations Act

Certificat de constitution

Loi canadienne sur les sociétés par actions

Blade Filters Inc.

Corporate name / Dénomination sociale

1036271-9

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation, the articles of incorporation of which are attached, is incorporated under the *Canada Business Corporations Act*.

JE CERTIFIE que la société susmentionnée, dont les statuts constitutifs sont joints, est constituée en vertu de la *Loi canadienne sur les sociétés par actions*.

Virginie Ethier

Director / Directeur

2017-08-12

Date of Incorporation (YYYY-MM-DD)

Date de constitution (AAAA-MM-JJ)



Form 1
Articles of Incorporation
*Canada Business Corporations
Act (s. 6)*

Formulaire 1
Statuts constitutifs
*Loi canadienne sur les sociétés
par actions (art. 6)*

- 1 Corporate name
Dénomination sociale
Blade Filters Inc.
- 2 The province or territory in Canada where the registered office is situated
La province ou le territoire au Canada où est situé le siège social
ON
- 3 The classes and any maximum number of shares that the corporation is authorized to issue
Catégories et le nombre maximal d'actions que la société est autorisée à émettre
The corporation is authorized to issue an unlimited number of common shares.
- 4 Restrictions on share transfers
Restrictions sur le transfert des actions
See attached schedule / Voir l'annexe ci-jointe
- 5 Minimum and maximum number of directors
Nombre minimal et maximal d'administrateurs
Min. 3 Max. 10
- 6 Restrictions on the business the corporation may carry on
Limites imposées à l'activité commerciale de la société
None
- 7 Other Provisions
Autres dispositions
None
- 8 **Incorporator's Declaration:** I hereby certify that I am authorized to sign and submit this form.
Déclaration des fondateurs : J'atteste que je suis autorisé à signer et à soumettre le présent formulaire.

Name(s) - Nom(s)

Original Signed by - Original signé par

Joseph Thomas Fida

Joseph Thomas Fida

Joseph Thomas Fida

Aedan Michael Francis Fida

Aedan Michael Francis Fida

Aedan Michael Francis Fida

Giancarlo Giuseppe Sessa

Giancarlo Giuseppe Sessa

Giancarlo Giuseppe Sessa

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.

May 31st, 2022

To Whom It May Concern:

Blade Air is an awarded supplier partner under OECEM's Commercial Air Treatment Technology, Related Products and Optional Services MA#2021-378 and HEPA Air Filtration Units and Related Products MA#2021-373 agreements. OECEM and Blade Air has been in contract since March 2021.

Blade Air has fulfilled all its contractual obligations and key performance indicators (KPIs) to date under both agreements with OECEM including but not limited to on-time reporting, on-time payments, and has provided exceptional customer service to OECEM.

Blade Air has also generated significant sales volumes with many OECEM customers and have provided exceptional customer service to all end-users. OECEM has not received any issues or complaints from any customers so far.

We value our partnership with Blade Air and can recommend Blade Air for any upcoming initiatives with your organization.

Should you have any further questions, feel free to reach out to me. Thanks.

Regards,
Jay Chan
Sr. Supplier Relationship Manager, OECEM
Phone: 647-289-3825
Email: jay.chan@oecm.ca

Affirmative Action Supplement

AFFIRMATIVE ACTION

Department of the Treasury
Division of Purchase & Property
State of New Jersey
33 W. State St., 9th Floor
PO Box 230
Trenton, New Jersey 08625-0230

Term Contract - Advertised Bid Proposal

Bid Number: R10-1136
Bidder: Blade Filters Inc.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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.
In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY _____

2. TYPE OF BUSINESS
 1. MFG 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER

3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. _____

4. COMPANY NAME _____

5. STREET _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) _____ CITY _____ STATE _____ ZIP CODE _____

7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ _____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT _____

10. PUBLIC AGENCY AWARDDING CONTRACT _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

| | | | |
|--------------------------|---------------|------------|-------------------------------|
| Official Use Only | DATE RECEIVED | INAUG DATE | ASSIGNED CERTIFICATION NUMBER |
| | | | |

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

| JOB Categories | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | | | | | |
|--|---|-------------|---------------|------------------|----------|--------------|-------|---------|-------|--------------------|--------------|-------|---------|--|
| | All Employees | | | ***** MALE ***** | | | | | | ***** FEMALE ***** | | | | |
| | Total (Cols. 2 & 3) | COL. 2 MALE | COL. 3 FEMALE | Black | Hispanic | Amer. Indian | Asian | Non Min | Black | Hispanic | Amer. Indian | Asian | Non Min | |
| Officials/Managers | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | | | |
| Craftworkers (Skilled) | | | | | | | | | | | | | | |
| Operatives (Semi-Skilled) | | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | | |
| Total employment From previous Report (if any) | | | | | | | | | | | | | | |
| Temporary & Part Time Employees | The data below shall NOT be included in the figures for the appropriate categories above. | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? _____

13. DATES OF PAYROLL PERIOD USED FROM: _____ TO: _____

14. IS THIS THE FIRST Employee Information Report Submitted? YES NO

15. IF NO, DATE LAST REPORT SUBMITTED _____

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) _____ SIGNATURE _____ TITLE _____ DATE _____

17. ADDRESS NO. & STREET _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____ PHONE, AREA CODE, NO. _____

I certify that the information on this form is true and correct.

If Awarded will move forward.