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File ID Number	21-3098
Introduction Date	1/12/22
Enactment Number	22-0109
Enactment Date	1/12/2022 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer

Meeting Date January 12, 2022

Subject Agreement for Purchase of Supplies/Materials from QYK Brands LLC

Ask of the Board ☒ Approve Supplies/Materials Agreement
☐ Ratify Supplies/Materials Agreement

Supplies/Materials Personal protective equipment is protective equipment including but not limited to disposable masks, face shields, gloves, sanitizer, hand sanitizer pumps, disinfectant wipes, disinfectant cleaner, no touch thermometers, antimicrobial hand soap, goggles, isolation gowns where the user is protected from COVID-19 exposure or infection. Personal protective equipment includes air purifiers, fans, and isolation tents.

Term Start Date: January 12, 2022 End Date: January 11, 2023

Not-To-Exceed Amount \$300,000.00

Competitively Bid Yes.

Funding Source(s) 3212

Background Operations Division advertised RFP #21-107CSSO for personal protective equipment providers totaling \$2,000,000. Fifteen vendors responded to the RFP. The RFP responses were evaluated, and values assigned based on the following criteria: annual and total cost of to the district; scope of services – timely response for quotes, quality and availability, method of delivery and delivery time; geographic location (local business); and ability to deliver and references. QYK Brands LLC, Garden Grove, CA, was identified as one of four vendors to provide personal protective

equipment totaling a not to exceed amount of \$2,000,000.

Attachment(s)

- Resolution #2122-0149 for approval
- Supplies/Materials Agreement with QYK Brands LLC for approval
- OUSD Request for Proposal
- Bid material submitted by QYK Brands LLC

**RESOLUTION OF THE
BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 2122-0149

Award of Bid to Protect Education in Response to RFP# 21-107CSSO

WHEREAS, on January 12, 2022, OUSD issued RFP# 21-107CSSO("RFP"); and

WHEREAS, on January 12, 2022, OUSD received at least one responsive bid to RFP# 21-107CSSO, including by Protect Education ("VENDOR").

NOW, THEREFORE, BE IT RESOLVED, the Board of Education ("hereby") hereby acknowledges that VENDOR submitted a responsive bid to RFP;

BE IT FURTHER RESOLVED, the Board, based on the recommendation of the Superintendent or her designee, selects VENDOR's bid and seeks to award VENDOR a contract accordingly; and

BE IT FURTHER RESOLVED, the Board approves the attached Agreement for Purchase of Supplies/Materials with Vendor.

PASSED AND ADOPTED on January 12, 2022, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Shanthi Gonzales, Mike Hutchinson, VanCedric Williams, Clifford Thompson,
Aimee Eng, Vice President Benjamin "Sam" Davis, President Gary Yee

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Student Director Pal, Student Director Gallegos-Chavez

CERTIFICATION

We hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on January 12, 2022.

Legislative File	
File ID Number:	21-3097
Introduction Date:	1/12/22
Enactment Number:	22-0109
Enactment Date:	1/12/2022 os

OAKLAND UNIFIED SCHOOL DISTRICT



Gary Yee

President, Board of Education



Kyla Johnston-Trammell

Superintendent and Secretary, Board of Education

AGREEMENT FOR PURCHASE OF SUPPLIES/MATERIALS

This Agreement for Purchase of Supplies/Materials ("Agreement") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"):

Full Name of Vendor **QYK Brands LLC**

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date ("Start Date"):

Start Date **January 12, 2022**

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date ("End Date"):

End Date **January 11, 2023**

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

- c. The District, at its exclusive option, may renew this Agreement twice, with the term each renew being up to one (1) year.

2. **Supplies/Materials Being Delivered and Transfer of Ownership.** VENDOR shall deliver the supplies or materials ("Supplies/Materials") as described in #1A of **Exhibit A**, attached hereto and incorporated herein by reference. Ownership in the Supplies/Materials shall transfer at the time of delivery.

3. **RFP.**

- a. VENDOR acknowledges having completed the Personal Protective Equipment Bid No. 21-107CSSO according to all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Worker's Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy, Insurance Certificates and Endorsements, General Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein.

- b. VENDOR shall timely perform within the time required by the District everything required to be performed, and shall provide, furnish, and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All Supplies/Materials shall be prepared and delivered in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance

with applicable laws, codes, regulations, ordinances, and any other legal requirements.

- c. The District reserves the right to purchase more or less of the units specified at the unit cost bid.
4. **Hazardous Chemical/MSDS Sheets/EPS Registration Numbers.** VENDOR shall supply Material Safety Data sheets (MSDS) for each hazardous substance and all chemical products provided under this Agreement. The provision of the MSDS must be in accordance with the requirements of Labor Code sections 6380 through 6399. The MSDS for each substance must be sent to the place of shipment or provision of goods and services, and a copy must also be sent to the District. In addition, VENDOR shall provide the EPA Registration Numbers for disinfectants. EPA registration of disinfectants demonstrates efficacy against the coronavirus SARS-CoV-2 (COVID-19).
5. **Warranty/Quality.** VENDOR warrants that all Supplies/Materials shall be free from defects and be suitable for the use stated in the bid documents. District shall give VENDOR written notice after discovery of any defect. VENDOR shall correct any such defect, and provide replacement, or reimbursement, at its sole expense, in a manner approved by the District. In the event of failure of VENDOR to commence and pursue with diligence said replacement within fourteen (14) calendar days after being notified in writing, District is hereby authorized to proceed to have any defective Supplies/Materials replaced at expense of VENDOR who hereby agrees to pay costs and charges therefore immediately on demand. If, in the opinion of the District, any defective Supplies/Materials create a dangerous condition or requires immediate correction or attention, the District will attempt to give the written notice required. If VENDOR cannot be contacted nor complies with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Paragraph, proceed to make such correction and the costs of such correction shall be charged against VENDOR. Such action by the District will not relieve VENDOR of the warranties provided in this Paragraph or elsewhere in the bid documents. Nothing herein shall limit any other rights or remedies available to the District. The District may collect its reasonable costs and attorneys' fees in any action to enforce this Paragraph.
6. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily delivering Supplies/Materials in accordance with this Paragraph, Paragraph 7 (Invoicing), and #1B in Exhibit A.
 - a. The compensation under this Agreement shall not exceed:
\$ Not-to-Exceed Amount **300,000.00**).

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - c. Payment for Supplies/Materials shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 7 (Invoicing), for Supplies/Materials actually delivered and after OUSD's written approval that Supplies/Materials were actually delivered. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct any defects with the Supplies/Materials, even if the defects were not apparent or detected at the time a payment was made.
 - d. Compensation for any Supplies/Materials delivered prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the delivery of such Supplies/Materials.
 - e. VENDOR acknowledges and agrees not to expect or demand payment for any Supplies/Materials delivered prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
7. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
- a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Supplies/Materials were delivered, date(s) Supplies/Materials were delivered, brief description of Supplies/Materials, the total invoice amount, and the basis for the total invoice amount.
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
8. **Termination.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Supplies/Materials satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
 - b. Due to COVID-19. Notwithstanding Paragraph 17 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to provide the Supplies/Materials, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
 - c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
 - d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
9. **Quantity and Delivery.** Shipments shall be delivered to the following address:
*OUSD District Warehouse
900 High Street
Oakland, CA 94601*
VENDOR will ensure that delivery shipments will occur between the hours of 8:00am and 3:00pm, Monday through Friday only (not including District holidays). VENDOR is responsible for confirming if the warehouse will be closed for District and national holidays. VENDOR may email warehouse@ousd.org to request a yearly calendar.
10. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to

the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Balaji Tammabattula
Title: COO
Company: QYK Brands, LLC
Address: 12101 Western Ave
City, ST Zip: Garden Grove, CA 92841
Phone: 833-795-7664
Email: balaji@qyk.us

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

11. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary to complete delivery of the Supplies/Materials, in accordance with this Agreement.
12. **Alignment and Evaluation.**
 - a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Supplies/Materials are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
13. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide

OUSD with the opportunity to inspect any and all aspects of the Supplies/Materials, In accordance with Paragraph 6 (Compensation), the Supplies/Materials must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to correct any defects in the Supplies/Materials, in whole or in part, if OUSD, in its sole discretion, determines that the Supplies/Materials do not comport with this Agreement.

14. **Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Supplies/Materials pursuant to this Agreement.
15. **Insurance.**
 - a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.
16. **Incident/Accident/Mandated Reporting.**
 - a. VENDOR shall notify OUSD, via email pursuant to Paragraph 10 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
 - b. To the extent that an employee, subcontractor, agent, or representative of

VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

17. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and deliver the Supplies/Materials required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. Consistent with the requirements of Paragraph 16 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 10 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR who has been present on OUSD campuses tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
- c. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

18. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

19. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

20. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS,

or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

21. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
23. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to provide any supply or material by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the supplies/materials provided under this Agreement, and in the event of change in either private interest or supplies/materials under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
25. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 6 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Supplies/Materials delivered in connection with this Agreement.
26. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.
27. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Supplies/Materials covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
28. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
29. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
30. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement

between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.


31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
33. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
34. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
35. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
36. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
37. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.

- b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 8 (Termination), if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Supplies/Materials satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
38. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:


VENDOR

Name: Balaji Tammabattula Signature: 
Position: COO Date: 12/15/2021

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 6 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Supplies/Materials delivered prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Gary Yee Signature: 
Position: President, Board of Education Date: 1/13/2022
☒ Board President
☐ Superintendent
☐ Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: 
Position: Secretary, Board of Education Date: 1/13/2022

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

- 1A. **General Description of Supplies/Materials to be Provided:** *Provide a description of the supplies or materials that VENDOR will provide, and attach a copy of any relevant documentation such as purchase order.*

Please see RFP material.

- 1B. **Compensation:** *Provide a description of the amount of compensation and how it will be determined. Attach a copy of any relevant documentation such as invoices.*

Please see RFP material.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 21-107CSSO

PERSONAL PROTECTIVE EQUIPMENT FOR CHIEF SYSTEMS SERVICE OFFICER

* Submit proposals and all questions/inquiries to:

OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601

email: procurement@ousd.org
phone: (510) 434-4337

Proposals Due:
11/01/2021 at 2:00 PM

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.

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Submission Deadline & Process:

Bids must be received prior to **November 1, 2021 at 2:00pm**

Provider to submit:

- (1) Hardcopy Proposal
- (3) Additional Hard Copy Proposals marked with the RFP number and title
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 21-107CSSO”**
Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT
PERSONAL PROTECTIVE EQUIPMENT
FOR CHIEF SYSTEMS SERVICE OFFICER
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601**

Bids received later than the designated time and specified date will be returned to the proposer unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Procurement Department’s website** <https://www.ousd.org/procurement>, if you have specific questions or concerns regarding RFP, you may contact us by email to: procurement@ousd.org.

RFP SCHEDULE OF EVENTS

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	October 4, 2021
Pre-Bid Conference:	October 19, 2021 @ 10:00 a.m. (Zoom link on Procurement Website)
Deadline for Questions:	October 19, 2021 @ 2:00 p.m.
Proposal/Bid Submitted to District:	November 1, 2021 @ 2:00 p.m.
Proposal/Bid Opening:	November 2, 2021 @ 11:00 a.m.
Potential Interviews (If Necessary):	November 4, 2021 - November 5, 2021
Final Award of RFP (BOE):	December 2021
Contract Start Date:	January 2022

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

Published: Oct 1, 2021

GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS

1. GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT

The District is located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco. The District's boundaries also include small portions of the neighboring cities of Emeryville and Alameda.

The District's student enrollment is approximately 35,565. During the 20/21 school year, the District operated 81 schools: 47 elementary schools, 5 elementary schools (K-8), 11 middle schools (6-8), 3 middle/high schools (6-12), 7 high schools (9-12), 6 alternative/continuation schools. In addition, the District operates 30 Early Childhood Education sites, 11 transitional kindergarten programs and there are 35 independently operated District-authorized charters. The District employs approximately 4,800 Staff, including certificated (credentialed teaching), classified (non-teaching) and management. The District's 20/21 Fiscal Year Budget was \$570.5 million. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other vendors/contractors for the same contracted materials/supplies as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the contract.

2. OBJECTIVES

The District intends to contract with multiple vendors for personal protective equipment ("PPE"). Also the list provided is only a sample of what OUSD intends to purchase with many more items that will be purchased if needed. Please provide information on what your company provides with cost.

The District intends to enter into a one year contract with two (2) one year options to renew. The form of agreement which the successful bidder(s) will be required to execute, is included as a sample agreement in the bid documents and should be

carefully examined by the bidder. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Bidder Pricing Sheet, Noncollusion Declaration, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, General Conditions, all insurance requirements, specifications, Special Conditions, and all modifications, addenda and amendments, if any, thereof duly incorporated therein. All of the above documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the Agreement.

3. SCOPE OF WORK

Personal protective equipment (PPE) is protective equipment including but not limited to disposable masks, face shields, gloves, sanitizer, hand sanitizer pumps, disinfectant wipes, disinfectant cleaner, no touch thermometers, antimicrobial hand soap, goggles, isolation gowns where the user is protected from exposure or infection. PPE may also include plexiglass, air purifiers and isolation tents. The provider(s) selected will provide requested PPE in a timely manner. Provider shall provide the school district notification if item(s) are no longer available, as well as an estimate of availability.

4. SPECIAL INSTRUCTIONS

Once a school district requests a quote for PPE items from selected provider(s), provider(s) must provide a quote with pricing and availability of requested items within 24 hours of request. PPE budget is not to exceed \$2,000,000.00.

OUSD is currently purchasing the following items:

Children size (Primary, and TK size) and adult disposable masks, as well as cloth masks and clear masks with adjustable earloops.

Surgical Grade masks:

- Primary (TK-2)-500,000
- Elementary (2-6)-700,000
- Adult Masks (6-12)-1,000,000

Surgical Masks (Clear Masks):

- Childrens Size: 50,000
- Adult Size: 50,000

KN95 Masks: 100,000

- Kid: 10,000
- Adult: 90,000

N95 Masks: 40,000 Byrd Brand Masks

- Adult Size

Hand Sanitizer:

- 16 oz alcohol based hand sanitizer 70% alcohol: 60,000 units
- 1 gallon pump hand sanitizer 70% alcohol: 60,000 units

We do not have a specific type of hand sanitizer, except that we would prefer eco-friendly and safe around children (we have been purchasing wipes and have canister style as well). We do not anticipate having to order standing hand sanitizers, but will depend on if school sites break them, however they can use the hand sanitizer bottles in lieu of dispensers.

Alcohol Surface Wipes: 120,000 units

- Alcohol based sterilizing wipes

Nitrile Gloves:

- Small: 10,000 boxes
- Medium: 10,000 boxes
- Large: 10,000 boxes
- Extra Large: 4000 boxes

Air Purifiers:

- Coway Airmega Purifiers
- Filters for the Coway Airmegas Purifiers
- Whispure Air Purifiers
- Filters for Whispure Purifiers
- Small Personal Air Purifiers (Fellowes)

Drum Fans:

- Large Drum Fans 200 units

Smocks:

- Small- 3X

Generators

- Solar based generator
- Battery operated generator

RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **November 1, 2020 by 2:00 p.m.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal **directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94607 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered.

Contractors are required to send **one (1) original, (3) copies and one (1) electronic copy on a USB flash drive**, of their proposals. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractor(s) prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Bidder must agree that any contract awarded by the District will be contingent on adequate funding and that any awarded contract may be terminated at any time by the District. Bidders must agree to furnish personal protective equipment at the unit prices quoted in accordance with actual requirements throughout the contract period. Bid prices are to include shipping, F.O.B. Oakland Unified School District. Bidder must agree that the Personal Protective Equipment Bid is nonexclusive and that the District will determine, in its sole discretion, the types of product that are best for its use and the most cost effective for the District.

In submitting a bid, the Bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code section 7103.5; Government Code sections 4450, 4451 and 4552).

Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program ("Local Business Program"). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a ***certified*** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: www.ousd.org/domain/39. **Contractors are responsible for checking this website for information and changes to this RFP.**

5. PROPOSAL EVALUATIONS AND SCORING

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the District

Best Value Scoring

- A. Proposals may earn a maximum of 1,000 best value points, as indicated in the table below.

Best Value Points	
Value Category	Maximum Points
1. Annual cost to the district	300
2. Scope of Services	300
3. Environmental Sustainability/ Local Business	200
4. Ability to deliver proposed solution/ References	200
Total	1000

- B. Each best value category shall be scored separately using the scoring guide below.

Scoring Guide					
	QUALITY OF RESPONSE	STRENGTHS	WEAKNESSES	CONFIDENCE IN RESPONSE	POINTS
EXCEPTIONAL RESPONSE	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	VERY HIGH	100%
GOOD RESPONSE	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	HIGH	75%
ADEQUATE RESPONSE	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	ADEQUATE	50%
MARGINAL RESPONSE	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	LOW	25%
INADEQUATE RESPONSE	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous	NONE	0%

Criteria for Best Value Scoring and Submission Instructions

All Four (4) Value Categories

The following criteria will be considered and kept in mind when allocating points in each of the four Value Categories:

RFP responses demonstrate a clear understanding of and alignment with the District's objectives and environmentally forward-thinking goals.

In your response to this RFP, please be sure to label each Value Category and carefully respond to each of the below requirements.

Value Category 1: Annual cost to the District (300 Points)

- Total cost to the District under this bid. Please use Section IV forms/format and instructions to submit these details.

Value Category 2: Scope of Services (300 Points)

- Timely response to quote request
- Cost
- Quality
- Availability
- Method of Delivery
- Delivery Time

Value Category 3: Environmental Sustainability/ Local Business (200 Points)

- Environmental Sustainability/ Local Business

Value Category 4: Ability to deliver proposed solution/ Reference (200 Points)

Company Profile

- Provide the following information about your company:
 - o The full company name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.
 - o List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.
 - o Include company web address, if available.
- Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations.

- Please attach evidence that supports viability of company for the duration of the contract.

Professional Qualifications

- Provide a succinct summary of the organization's overall qualifications and capacity to provide the Materials/supplies requested in this RFP.
- Using the format in Section C ("References") provide three (3) references, preferably from school districts, government agencies or similar entities. Include the entity's name and address, and name, title, telephone number and email address of the person to contact, along with your approximate annual sales to each entity.
- Ability to deliver proposed solution/ References

SAMPLE OUSD CONTRACT

AGREEMENT 2021-2022

This Services Agreement ("Agreement") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"):

The parties hereby agree as follows:

1. Term.

a. This Agreement shall start on the below date ("Start Date"): If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the Parties signed this Agreement.

b. The work shall be completed no later than the below date ("End Date"): If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. Materials/Supplies.

VENDOR agrees to complete the Personal Protective Equipment Bid No. 21-107CSSO according to all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Worker's Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy, Insurance Certificates and Endorsements, General Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein.

VENDOR shall timely perform within the time required by the District everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements.

3. Alignment and Evaluation.

a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD's mission and are meeting the needs of the District as determined by OUSD.

b. OUSD may evaluate VENDOR in any manner which is permissible

under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).

4. Inspection and Approval.

VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Materials/Supplies. In accordance with Paragraph 8 (Compensation), the Materials/Supplies delivered by Vendor must meet the approval of OUSD, and OUSD reserves the right to direct reject the Materials/Supplies, in whole or in part, if OUSD, in its sole discretion, determines that the Materials/Supplies do not conform to the quality or condition required in accordance with this Agreement.

5. Hazardous Chemical/MSDS Sheets/EPs Registration Numbers.

VENDOR shall supply Material Safety Data sheets (MSDS) for each hazardous substance and all chemical products provided under this Agreement. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399. The MSDS for each substance must be sent to the place of shipment or provision of goods and services, and a copy must also be sent to the District. In addition, VENDOR shall provide the EPA Registration Numbers for disinfectants. EPA registration of disinfectants demonstrates efficacy against the coronavirus SARS-CoV-2 (COVID-19).

6. Warranty/Quality.

VENDOR warrants that all products shall be free from defects and be suitable for the use stated in the bid documents. District shall give VENDOR written notice after discovery of any defective product. VENDOR shall correct any such defective product, and provide replacement, or reimbursement, at its sole expense, in a manner approved by the District. In the event of failure of VENDOR to commence and pursue with diligence said replacement within fourteen (14) calendar days after being notified in writing, District is hereby authorized to proceed to have the defective product replaced at expense of bidder who hereby agrees to pay costs and charges therefore immediately on demand. If, in the opinion of the District, defective product creates a dangerous condition or requires immediate correction or attention, the District will attempt to give the written notice required. If the bidder cannot be contacted nor complies with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this section, proceed to make such correction and the costs of such correction shall be charged against the bidder. Such action by the District will not relieve the bidder of the warranties provided in this section or elsewhere in the bid documents. Nothing herein

shall limit any other rights or remedies available to the District. The District may collect its reasonable costs and attorneys' fees in any action to enforce this section.

7. Quantity and Delivery.

The District reserves the right to purchase more or less of the units specified at the unit cost bid.

Shipments shall be delivered to the following address:

OUSD District Warehouse

900 High Street

Oakland, CA 94601

Delivery shipments will occur between the hours of 8AM – 3PM, Monday through Friday only. VENDOR should confirm if the warehouse will be closed for District and national holidays. Please email warehouse@ousd.org for a yearly calendar.

8. Compensation.

OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in Exhibit 1.

a. The compensation under this Agreement shall not exceed:
[]

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in Exhibit 1.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. Invoicing. Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.

c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.

d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.

e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. Termination.

a. For Convenience by OUSD. OUSD may at any time terminate this

Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

c. For Cause. Either Party may terminate this Agreement by giving written notice of its intention to terminate for cause to the other Party. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either Party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

12. Legal Notices.

All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name:
Title:
Address:
City, State Zip:
Phone:
Email:

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

13. Status.

a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.

b. If VENDOR is a natural person, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;

(ii) VENDOR's work is outside the usual course of OUSD's business; and

(iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If VENDOR is a business entity, VENDOR verifies all of the

following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractors State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.

b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration.

VENDOR's employees or agents shall secure and maintain in force such certificates,

permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. Insurance.

a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. Testing and Screening.

a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in Exhibit A, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee,

subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.

d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Coronavirus/COVID-19.

a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.

c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email

pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

20. Assignment.

The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

21. Non-Discrimination.

It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, mental disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

22. Drug-Free/Smoke Free Policy.

No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. Waiver.

No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.

24. No Rights in Third Parties.

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

25. Conflict of Interest.

a. VENDOR shall abide by and be subject to all applicable regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. Limitation of OUSD Liability.

Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

28. Indemnification.

a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

29. Audit.

VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. Litigation.

This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

31. Incorporation of Recitals and Exhibits.

Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

32. Integration/Entire Agreement of Parties.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

33. Severability.

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

34. Provisions Required By Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

35. Captions and Interpretations.

Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. Calculation of Time.

For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

37. Counterparts and Electronic Signature.

This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to,

Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. W-9 Form.

If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

39. Agreement Publicly Posted.

This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

40. Signature Authority.

a. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. Contract Contingent on Governing Board Approval.

OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: _____

Signature: _____

Position: _____

Date: _____

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Gary Yee

Signature: 

Position: President, Board of Education Date: 1/13/2022

- ☐ Board President
- ☐ Superintendent
- ☐ Chief/Deputy Chief

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education Date: 1/13/2022

Template approved as to form by OUSD Office of the General Counsel.

Exhibit 1

1A. General Description of Services to be Provided: *Provide a description of the service(s) VENDOR will provide.*

1B. Description of Services to be Provided During School Closure or Similar Event: *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- ☐ No, services would not be able to continue.
- ☐ Yes, services would be able to continue as described in 1A.
- ☐ Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

1C. Rate of Compensation: *Please describe the basis by which compensation will be paid to VENDOR:*

- ☐ Hourly Rate:
- ☐ Daily Rate:
- ☐ Weekly Rate:
- ☐ Monthly Rate:
- ☐ Per Student Served Rate:
- ☐ Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

2. Specific Outcomes: *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

3. Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds): *Please select the appropriate option below:*

☐ Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

☐ Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

4. Waivers: *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

☐ Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

☐ Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

☐ Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

☐ Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

Proposer/ Vendor Forms Checklist to Complete

Exhibit A	Standard Form Response
Exhibit B	Reference Worksheet (3 minimum)
Exhibit C	Proposal Price Form
Exhibit D	Terms and Conditions
Exhibit E	Certification regarding Debarment, Suspension, Ineligibility
Exhibit F	Insurance
Exhibit G	Worker's Compensation Certificate
Exhibit H	Fingerprinting Certificate
Exhibit I	Non- Collusion Declaration
Exhibit J	Piggyback Clause
Exhibit K	Authorized Vendor Signature

Exhibit A

STANDARD RESPONSE FORM

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

2. Tel: _____ Website: _____ Email: _____

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

Individual

Partnership

Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title

Location

Phone Number

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Point of Contact if Contract is Awarded:

Name, Title

Location

Phone Number

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit B

REFERENCES:

To be submitted for each of the three to five (5) references required.

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 4:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 5:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Exhibit C
PROPOSAL PRICE FORM

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature_____

Print Name: _____

Title: _____

Company Name: _____

Print Name: _____

Date: _____

Exhibit D

TERMS AND CONDITIONS

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers,

agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of

this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: _____

Date: _____

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither _____ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By

(Signature)

Typed or Printed Name

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By

(Signature)

Typed or Printed Name

Title

EXHIBIT F INSURANCE

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

EXHIBIT G
WORKERS COMPENSATION CERTIFICATE

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: _____

By _____

Signature of Authorized Signer _____

Title of Signor _____

By _____

Signature of Authorized Signor

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

EXHIBIT H

FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

I _____, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on ___/___/___

Typed or Printed Name

Address

Title

Telephone Number

Signature

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily

injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EXHIBIT I

NON-COLLUSION DECLARATION

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Vendor

Printed Name of Authorized Company Representative

Signature of Authorized Company Representative

EXHIBIT J

PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted (☐) YES

Option Granted (☐) NO

EXHIBIT K
AUTHORIZED VENDOR SIGNATURE

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

_____	_____	_____
Date	Signature/Title	Type or Print Name

_____	_____	_____
Name of Company	Address	City and State

_____	_____	_____
Area Code	Telephone #	Fax #

Federal Tax ID Number

Response to RFP #21-107CSSO

Oakland Unified School District
Personal Protective Equipment
For Chief Systems and Services Officer
Attention: Procurement Department
900 High Street
Oakland, CA 64601

Exhibit 1

1A. General Description of Services to be Provided: *Provide a description of the service(s) VENDOR will provide.*

Supply and delivery of personal protective equipment and supplies to Oakland Unified School District

1B. Description of Services to be Provided During School Closure or Similar Event: *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- ☐ No, services would not be able to continue.
- ☒ Yes, services would be able to continue as described in 1A.
- ☐ Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

1C. Rate of Compensation: *Please describe the basis by which compensation will be paid to VENDOR:*

- ☐ Hourly Rate:
- ☐ Daily Rate:
- ☐ Weekly Rate:
- ☐ Monthly Rate:
- ☐ Per Student Served Rate:
- ☒ Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

Supply of PPE to OUSD in quantities specified in the Scope of Work of RFP21-107CSSO.

2. Specific Outcomes: *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

QYK BRANDS will commit to the 100% successful and on-time delivery of all purchased high quality personal protective equipment and supplies within the Scope of Work of RFP21-107CSSO of the Oakland Unified School District.

Specifically, QYK Brands LLC will manufacture, warehouse and provide stock supply for Oakland Unified School District for a period of one (1) year in quantities stipulated in the Scope of Work of this Proposal.

3. Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds): *Please select the appropriate option below:*

☐ Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

☐ Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

4. Waivers: *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

☐ Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

☐ Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

☐ Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

☐ Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

Proposer/ Vendor Forms Checklist to Complete

Exhibit A	Standard Form Response
Exhibit B	Reference Worksheet (3 minimum)
Exhibit C	Proposal Price Form
Exhibit D	Terms and Conditions
Exhibit E	Certification regarding Debarment, Suspension, Ineligibility
Exhibit F	Insurance
Exhibit G	Worker's Compensation Certificate
Exhibit H	Fingerprinting Certificate
Exhibit I	Non- Collusion Declaration
Exhibit J	Piggyback Clause
Exhibit K	Authorized Vendor Signature

Exhibit A

STANDARD RESPONSE FORM

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

QYK BRANDS LLC, 12101 Western Ave, Garden Grove, CA 92841

Point of Contact: Balaji Tammabattula, COO/Founder

Phone Number: 650-283-8515

Email: balaji@qyk.us

2. Tel: (650) 283-8515 Website: http://www.qyk.us Email: balaji@qyk.us
http://www.drjsnatural.com

3. Is the Company a Certified Oakland Small Business? ☒ Yes ☐ No
4. Type of Company: (check one) ☐ Individual ☐ Partnership ☒ Corporation
We are a certified State of California Small Business.

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
<u>Rakesh Tammabattula, CEO, 12101 Western Ave, Garden Grove, CA 92841,</u>		
<u>(347) 515- 6789</u>		

<u>Jacqueline Nguyen, CFO, 12101 Western Ave, Garden Grove, CA 92841,</u>		
<u>(888) 308-7078</u>		

<u>Balaji Tammabattula, COO, 12101 Western Ave, Garden Grove, CA 92841,</u>		
<u>(650) 283-8515</u>		

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
<u>Balaji Tammabattula, COO, 12101 Western Ave, Garden Grove, CA 92841,</u>		
<u>(650) 283-8515</u>		
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes ☒ No

If yes, provide the name of the school district or school and briefly detail the dispute.

N/A

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes ☒ No

If yes, provide details including the name of the other party:

N/A

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes ☒ No

If yes, provide details:

N/A

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

☒ Yes No

If yes, provide details:

We have a pending case in the Federal Trade Commission for alleged late deliveries of PPE during the pandemic (March to April of 2020). Contrary to the FTC complaint, our customer service support have been extremely responsive to customers and have been keeping customers updated from time to time about the delays. during this time our customer service was superior as we handled over 30,000 customer service tickets with a 99% satisfaction rate. We also scaled up and had multiple teams in the US and overseas handling the customer service issues and resolving them promptly. There were messages on the website that clearly mentioned the delays we were facing, most of which was because of the broken supply chain in the early months of COVID-19 outbreak and due to issues ranging from unavailability of raw materials, logistics, and lockdowns and many other things as a result of the pandemic which were completely out of our control. Throughout the process, customers whose orders were delayed were kept informed and have been given the option to cancel their purchases and get a full refund.

Exhibit B

REFERENCES:

To be submitted for each of the three to five (5) references required.

Reference 1:

Customer Name: Los Angeles Unified School District

Contact Name: Lauren Minami

Title: Assistant Buyer

Address: 333 South Beaudry Avenue, 28th Floor, Los Angeles, CA 90017

Phone Number: (562) 654-9386

Email: lauren.minami@lausd.net

Services Provided: Delivery of 20,000 cases (24/case) hand sanitizers
Contract Value: \$1,073,200.00

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 2:

Customer Name: STATE OF NEW HAMPSHIRE- DHHS

Contact Name: Asher Berko

Title: Procurement Officer

Address: 19 TERRILL PARK, CONCORD, NH 03301

Phone Number: (845) 213-7423

Email: hnsgoods@gmail.com

Services Provided: Supply of 360,000 Disinfectant Wipes, 160 Count and Disinfectant Spray
Contract Value: \$2,592,000.00

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 3:

Customer Name: Riverside County Sheriffs Department

Contact Name: Audrey Mitchell

Title: Procurement Officer

Address: 4095 Lemon Street, Riverside, CA 92501

Phone Number: (951) 922-7237

Email: amitchel@riversidesheriff.org

Services Provided: 4,000 Pre-Packaged Covid 19 Care Kits per month for 12 months
(on-going contract)

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 4:

Customer Name: East Valley School District - Spokane County

Contact Name: Jennifer Schweda

Title: Accounts Payable Specialist

Address: 3830 N Sullivan Rd Spokane, WA 99216

Phone Number: (509) 241-5029

Email: schwedaj@evsd.org

Services Provided: supply of personal protective equipment for the school district

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 5:

Customer Name: CEP SORBENTS

Contact Name: Jade Clay

Title: Director

Address: 3500 Pasadena Freeway, Pasadena, TX 77503

Phone Number: (713) 806-5194

Email: jclay@cepsorbents.com

Services Provided: annual volume of 6 million Medical Supplies including disinfectant
wipes, hand sanitizers, medical masks, gloves and other PPE and supplies

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Exhibit C

PROPOSAL PRICE FORM

Service Description:

Surgical Grade masks:Primary (TK-2), 500,000 EA
Surgical Grade masks:Elementary (2-6), 700,000 EA
Surgical Grade masks:Adult Masks (6-12), 1,000,000 EA
Surgical Masks (Clear Masks) Childrens Size, 50,000 EA
Surgical Masks (Clear Masks) Adult Size, 50,000 EA
KN95 Masks Kid, 10,000 EA
KN95 Masks Adult, 90,000 EA
N95 Mask, 50,000EA
16 oz alcohol based hand sanitizer 70% alcohol, 60,000 EA
1 gallon pump hand sanitizer 70% alcohol, 60,000 EA
Alcohol Surface Wipes, 120,000 EA
Nitrile Gloves Small, 10,000 BX
Nitrile Gloves Medium, 10,000BX
Nitrile Gloves Large, 10,000BX
Nitrile Gloves Extra Large, 4,000BX

Annual Pricing:

(\$0.07/mask) \$35,000.00
(\$0.07/mask) \$49,000.00
(\$0.07/mask) \$70,000.00
(\$2.69/mask) \$134,500.00
(\$2.69/mask) \$134,500.00
(\$0.29/mask) \$2,900.00
(\$0.25/mask) \$22,500.00
(\$0.49/mask) \$24,500.00
(\$0.95/16oz bottle) \$57,000.00
(\$3.69/gallon) \$221,400.00
(\$1.49/can of 160ct) \$178,800.00
(\$9.50/bx) \$95,000.00
(\$9.50/bx) \$95,000.00
(\$9.50/bx) \$95,000.00
(\$9.50/bx) \$38,000.00

Total Annual Amount of Proposal:

\$1,253,100.00

Additional Fees or Special Request Costs:

Signature



Print Name: BALAJI TAMMABATTULA

Title: Chief Operating Officer

Company Name: QYK BRANDS LLC

Print Name: BALAJI TAMMABATTULA

Date: October 25, 2021

Exhibit D

TERMS AND CONDITIONS

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers,

agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of

this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: _____

A handwritten signature in black ink, appearing to be 'B. J.', is written over a horizontal line.

Date: _____


October 25, 2021

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither QYK BRANDS LLC nor
[Name of Bidder] its principals are presently debarred, suspended, proposed for
debarment, declared ineligible, or voluntarily excluded from participation in this
transaction by any Federal department or agency. I further agree that I will include this
clause without modification in all lower tier transactions, solicitations, proposals,
contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant
is unable to certify to this statement, it shall attach an explanation to this solicitation
proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the
above named bidder on the 25th day of Oct 2021 [PLACEHOLDER
FOR DATE] for the purposes of submission of this bid.

By 
(Signature)

BALAJI TAMMABATTULA
Typed or Printed Name

Chief Operating Officer
Title

As the awardee under this Bid, I hereby certify that the above certification remains
valid as of the date of contract award, specifically, as of the _____ day
of _____
[PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By _____
(Signature)

Typed or Printed Name

Title

EXHIBIT F INSURANCE

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

EXHIBIT G
WORKERS COMPENSATION CERTIFICATE

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: QYK BRANDS LLC

By Balaji Tammabattula

Signature of Authorized Signer 

Title of Signor Chief Operating Officer

By Rakesh Tammabattula



Signature of Authorized Signor

Chief Executive Officer

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

EXHIBIT H

FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

I, BALAJI TAMMABATTULA, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Orange County, California, on 10/ 25 / 2021

BALAJI TAMMABATTULA

12101 Western Ave, Garden Grove, CA 92841

Typed or Printed Name

Address

Chief Operating Officer

(650) 283 - 8515

Title

Telephone Number



Signature

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily

injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EXHIBIT I

NON-COLLUSION DECLARATION

I, Balaji Tammabattula, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

October 25, 2021

Date

QYK BRANDS LLC

Name of Vendor

BALAJI TAMMABATTULA

Printed Name of Authorized Company Representative



Signature of Authorized Company Representative

EXHIBIT J

PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted (☒) YES

Option Granted (☐) NO

EXHIBIT K

AUTHORIZED VENDOR SIGNATURE

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

<u>October 25, 2021</u>		<u>Balaji Tammabattula</u>
Date	Signature/Title	Type or Print Name

<u>QYK BRANDS LLC</u>	<u>12101 Western Ave</u>	<u>Garden Grove, CA 92841</u>
Name of Company	Address	City and State

<u>650</u>	<u>283-8515</u>	<u>(800) 767-4799</u>
Area Code	Telephone #	Fax #

82-3768155

Federal Tax ID Number



A Small, Minority, Woman-Owned Business Enterprise
12101 Western Ave, Garden Grove CA 92841
web site: <http://www.qyk.us>

RESPONSE

to

**Request for Proposal 21-107CSSO
Personal Protective Equipment
Oakland Unified School District**

**QYK FED ID # 82-3768155
QYK DUNS # 081560441
CA Corporation File # 201732410320
CA Small Business Certification 2024135
CMAS 4-21-06-1013
ISO 9001:2015
CAGE CODE: 8JZ86**

**Point of Contact Information:
Balaji Tammabattula COO/Founder
Phone Number: 650-283-8515 Email:
balaji@qyk.us**

Company Profile

QYK Brands Executive Team

Rakesh Tammabattula, CEO - With a background in IT engineering, Rakesh has always been innovative and highly interested in creating all things tech and electronic. He is the Founder and CEO of multiple successful companies in tech, beauty, wellness and personal care, now collectively operating under a single enterprise, QYK Brands. As an inventor with multiple patents under his belt, Rakesh's key strategy for success is focused on quality and high standards in all products and services offered.

Balaji Tammabattula, COO - With extensive background in distribution and operations Balaji has founded and managed several companies from e-commerce to large International distribution networks. Balaji's extensive experience in building and managing relationships has helped QYK in building key relationships in the industry to establish a competitive advantage in several aspects of the raw materials sourcing, manufacturing and distribution. He founded and managed one of the largest distribution centers in Hyderabad, India and subsequently established multiple distribution centers in the USA.

Dr. Jacqueline Nguyen, CFO - Dr. Jacqueline Nguyen (known as Dr. J), is the CFO of QYK Brands. She is a distinguished Clinical Pharmacist who graduated from the University of Southern California School of Pharmacy (USC) in May 1998. From working as a pharmacist for over a decade, she has learned that a successful clinical pharmacist needs to have certain essential attributes: attention to detail, a genuine care for patients, the ability to understand a patient's need, the experience and continuing education to care for a patient's overall health and an uncompromising commitment to stay abreast with cutting-edge medical treatments and alternative natural treatments to help patients.

Dr. Lanny Johnson, Chief Medical Advisor - Lanny L. Johnson, M.D. is an internationally recognized orthopedic surgeon as one of the pioneers in arthroscopic surgery. He is the holder of 77 US patents related to medicine and surgery. Since concluding his clinical practice, he has been devoted to research and development primarily related to infection control in orthopedic surgery. Dr. Johnson advises QYK on a daily basis in terms of innovative product development and we are currently in the process of releasing several innovative infection prevention products with exclusive rights to his patents.

Company Profile

QYK Brands LLC is a proud American manufacturing company, founded in 2017 with the mission to create a happier, healthier society by creating quality products that reflect our core values of "do good and feel good". Our brands are trusted by millions of people who are inspired and empowered to take responsibility for their own health, beauty, and personal care. Our innovative beauty, hygiene, and nutriment brands include QYKSONIC, Dr J's Natural, 1MED, and Glowly.

QYK Brands LLC operates a total of 250,000 sq.ft. state-of-the-art ISO- and FDA-certified manufacturing facilities manufacturing and distributing personal care, hygiene, health and beauty products with 235 full time employees in our distribution center in California.

Our companies serviced Federal and State Governments, Government Agencies, School Districts, and private entities through direct acquisition and/or subcontracting/partnership contracts. QYK Brands also holds a California Multiple Award Schedule No. 4-21-06-1013 and a product catalog listing in the General Services Administration Advantage through our authorized distributors. QYK is also a SAM-registered and D&B-listed company.

QYK Brands LLC is vertically integrated and owns multiple facilities, production equipment and distribution resources to ensure maximum production of quality PPE in the USA. The company is self-funded, and is financially and organizationally stable to ensure seamless and unhampered production and distribution of all our products. The company is also providing essential jobs to Americans amidst the pandemic.

Headquarters and Distribution Center

QYK BRANDS LLC Headquarters, Production and Distribution Facility, Warehouse

Address: 12101 Western Ave, Garden Grove, CA 92841

QYK BRANDS LLC Production and Distribution Facility, Warehouse

Address: 3373 E La Palma Ave, Anaheim CA 92806

Point of Contact Information:

Balaji Tammabattula

COO/Founder

Phone Number: 650-283-8515

Email: balaji@qyk.us

Viability of the Company for the Duration of the Contract

We would like to provide these statements as our assurance on our technical and financial ability to fulfill any award of this program.

- We have a sound financial organization that can provide insurance for this program.
- We have the financial capability to see the order through providing a Net 30 payment procedure
- We have previously undertaken supply contracts or arrangements of this scale if not bigger
- The company or its principals have no filings for bankruptcy
- We are eligible to receive an award under the various applicable laws and regulation at the Federal and State levels.
- Our last financial audit was conducted on March 12, 2020 with no material reservations or qualifications in its results.
- Duns and Bradstreet Company Financial Profile
https://www.dnb.com/business-directory/company-profiles.qyk_brands_llc.2a2562a573467ef7914a6b5735ba1af3.html

Professional Qualifications

Production Capacity

Table 1 below presents the production levels for QYK Brands for Disinfectant Wipes, Hand Sanitizers, and Masks for Year 2019 to 2022.

Year	Item	Total Quantity Produced
2019	Hand Sanitizers (all sizes, all brands)	1 million bottles
	Wipes (all sizes, all brands)	6 million canisters
2020	Hand Sanitizers (all sizes, all brands)	30 million bottles 500,000 gallons 100 drums (55 gallon)
	Wipes – EPA N Listed Covid 19 Kill Claim Wipes (all sizes, all brands)	21 million canisters
	Masks (ASTM Level 2&3, KN95, N95)	10 million masks
2021	Hand Sanitizers (all sizes, all brands)	15 million bottles
	Wipes – EPA N Listed Covid 19 Kill Claim Wipes (all sizes, all brands)	120 million canisters
	Masks (ASTM Level 2&3, KN95, N95)	30 million masks
2022 (Projected)	Hand Sanitizers (all sizes, all brands)	15 million bottles
	Wipes – EPA N Listed Covid 19 Kill Claim Wipes (all sizes, all brands)	120 million canisters
	Masks (ASTM Level 2&3, KN95, N95)	30 million masks

Table 1. Total Quantity Produced for Years 2019-2022 (Estimated and Projected Quantities for all Brands and All sizes

Table 2 below presents the total quantity produced for Disinfectant Wipes, Hand Sanitizers and Masks for Year 2020 for QYK BRANDS LLC specific brand, DrJ's Natural.

DrJs Natural Advanced Formula Hand Sanitizer, Gel, 75% Ethyl Alcohol	
2-ounce	1 million bottles
4-ounce	5 million bottles
8-ounce	3 million bottles

10-ounce	8 million bottles
16-ounce	12 million bottles
1 gallon	500,000 gallons
Bulk sizes (55-gallon drum)	100 drums
DrJs Natural Disinfectant Wipes (EPA N List Wipes) and Alcohol Wipes (75% Ethyl Alcohol)	
100 count	2 million
160 count	4 million
700 count	150,000

Table 2. Total Quantity Produced Year 2020 BRAND DRJS NATURAL

Distribution Structure

QYK Brands has an exemplary distribution structure in place. With the mission of boosting domestic production of health and medical products in the United States, our company set up its supply chain that spans across the United States and cross-continental.

Our existing Inbound Shipping and Delivery Infrastructure is tailored to supply our company with raw materials and manufacturing equipment from Asia to our US-based manufacturing facilities and to transport globally-sourced end-products (PPE and outside of company catalog products) to augment for the reported domestic shortages of Covid 19 supplies in the US.

QYK Brands has strong connections with manufacturing sites in Asia and has established pathways to our supply chain with logistics including 1) ground shipping through company trucking and third-party freight services, 2) ocean and sea freight through our company containers, and 3) air transport through chartered cargo planes through dedicated partners.

Listed below are a few of the customers we served indirectly through our authorized network:

US-based Customers

- Federal government agencies and State Governments
 1. USDA FSIS
Atlanta, GA
 2. Department of Veterans Affairs
Washington DC

Topeka, KS
 3. State of New Hampshire - DHHS
Concord, NH
 4. Department of State
Washington DC
- Schools and School Districts

1. Guilford School District
Greensboro, NC
 2. Los Angeles Unified School District
Los Angeles, CA
 3. School District of Collier County
Naples, FL
- Businesses
1. Sita Business Systems, Inc.
Chantilly, VA
 2. CEP Sorbents
Pasadena, TX
 3. Energy Audits and Green Solutions LLC
Marlboro, MD

International Customers serviced by QYK Brands

- Government of India, NARL (Atmospheric Research Institute)
- ISRO (Indian Space Organization).
- Government of Peru - Shipped and distributed needed COVID supplies
- Private buyers in Mexico
- One of the largest retail chains in the Middle East.
- Government of Ghana, Africa.
- Private buyers in Vietnam
- NHS Europe

International Presence

QYK Brands has direct International presence in India, Mexico, Vietnam, China and Sri Lanka. With grassroots network in India, QYK highlights its recent efforts to extend support as India faces one of the biggest Covid-19 health crises. QYK Brands shipped 100 Ton aid on a Boeing 747-400F to supply a pledge of 2 million EPA certified disinfectant wipes to fight against Covid-19. Along with the wipes we shipped other lifesaving equipment such as the oxygen concentrators, ventilators, medicines and tanks.

We have also shipped COVID related supplies, humanitarian aid and commercial products to private and government entities in Mexico, Peru, UAE, India, Ghana and other African countries. Having a great amount of experience in shipping to these countries we can very efficiently navigate through the required Government regulations with very less complications.

Past Experience

QYK Brands LLC and our manufacturing partners adhere strictly to ISO and AQL guidelines for quality assurance.

SCOPE OF WORK

Terms and Conditions

QYK Brands LLC agrees to abide all terms & conditions that may arise for any purchase that may result from this solicitation.

Product Requirements

QYK Brands LLC has the capacity to provide the following products stipulated in this solicitation. These include:

- KN95 Face Mask
- Disposable Face Mask
- Gloves (Vinyl, Nitrile)
- Gel Hand Sanitizer (Gallon)
- Disinfectant Wipes
- Disposable Medical Gown

In addition to this, we also provide glass wipes and tough wipes as described in attached specifications.

METHODOLOGY

Phase 1: Planning

Processes

- Project Team Development
- Definition of Project Terms and Scope of Work
- Work Plan Development
- Resource Plan Development (Inventory)
- Fulfillment and Delivery Strategies

Phase 2: Execution of Plan

Processes

- Work Plan Execution
- Integration of Assessments (Short-term Feedbacking) among all stakeholders
- Integration of Adjustments

Phase 3: Evaluation of Project

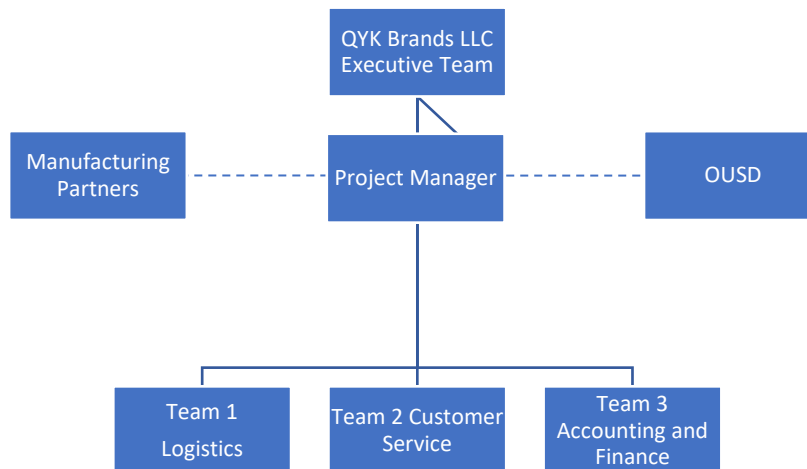
- Mid-Project and End-of Project Evaluations among all stakeholders

Phase 4: Feedback Mechanisms

- Reporting Schedules
- Implementation of Changes

Management Structure

QYK Brands LLC will provide an organizational structure and set-up partner involvement. The organizational structure shall constitute the Project Management Team and Fulfillment Team to establish a Centralized Distribution Center.



Relationship Origin

- coordination and communication, contract-based
- Direct management, organizational

QYK TEAMING

- 1) Customer Service Support Team
- 2) Finance and Accounting Team
- 3) Fulfillment and Delivery Team
- 4) Resource Providers

SERVICES

Customer Service

Customer Service provides 24/7 multi-channel (call, chat and email) customer service support to answer questions related to our products, our projects and your orders (once placed).

Project Manager

BALAJI TAMMABATTULA, Chief Operating Officer for QYK Brands LLC, will be the assigned Project Manager (PM) to this project.

BALAJI TAMMABATTULA, COO/Co-Founder

Phone Number: +1 (650)-283-8515

Email: balaji@qyk.us

His experience in business development compounded in 11 years is a testament of Mr. Tammabattula's capacity to handle large projects with government agencies. When combined with his IT engineering background, Mr. Tammabattula offers business solutions that responds to anticipated and customized needs of QYK's clients.

PROCESS OF ORDERS

1) Order Placement

Orders are placed through a Purchase Order which will be addressed to the Project Manager and

be sent to an agreed channel, particularly through e-mail.

Activity	Department	Responsibility	TAT
Customer places order.	Customer Service	Manager	As and when
QYK accepts order.	Customer Service	Manager	Within 24 HRS
QYK notifies if the product is immediately available.	Customer Service	Manager	Immediately
Logistics is arranged by Customer or QYK Brands as agreed upon.	Customer Service Fulfillment Center	Manager	Within 24 HRS from receipt of approval / payment
Product is delivered.	Customer Service Fulfillment Center	Manager	2 Weeks ARO

The Customer Service Department is responsible for:

- Receipt of customer's purchase order
- Review order and report discrepancies (if any)
- Creation of Sale Order
- Order tracking

Delivery of Products

Packaging: Orders are packaged into cases and pallets. Orders are processed (packaged and labeled accordingly with safety data sheets) within one to seven business days after receipt of Purchase Order.

Delivery: Orders under the solicitation will be shipped as per requirement in the RFP. All shipment will be dock delivery. All the orders we receive will be drop shipped from our manufacturing facilities in Anaheim and Garden Grove, California. Large volume disinfectant orders will be shipped and delivered through Ground or Truckload Freight Shipping in contract with QYK Brands LLC. Small volume orders may be shipped through standard couriers or as requested by customers. Tracking details of shipment and delivery will be sent accordingly.

Warranty. All our products have a warranty of 2 years, excluding automated dispensers with its 1-year warranty period. We also accept return and replacement of defective or damaged products in-transit free of charge. We will request a photo documentation of the damage and details of the quantities and product that was damaged in-transit within 30 days after delivery. Replacements will be delivered after the documentations are acknowledged by our contact within standard ARO.

Reporting and Updates

The QYK PM can provide your office with inventory updates of the available PPE in our distribution center. As soon as shipment arrives, our warehouse team immediately updates our Inventory Control System (ICT).

Our inventory control system allows us to provide real-time inventory updates to monitor and report project utilization rates of PPEs being shipped out on a monthly basis.

Prior to each shipment, we will ensure verification of shipping address and provide the necessary shipping information as reflected in each Purchase Order. Our Purchase Order provides the details of the packing lists including the necessary product details and literature. We will coordinate with the location in-charge to ensure receipt of inventory and products.

TIMELINE

Activities	Pre-Award	Award	Post-award				Post-Contract
Planning							
Agreement							
Performance of Contract							
Shipping and Delivery							
Customer Service and Maintenance							
Evaluation				Mid-project		End-of-project	

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

QYK BRANDS LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

12101 WESTERN AVE.

6 City, state, and ZIP code

GARDEN GROVE CA 92841

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 2 - 3 7 6 8 1 5 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 01/21/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 46179 Westlake Dr #300 Sterling VA 20165		CONTACT NAME: Maureen Scholz PHONE (A/C, No, Ext): 703-790-5770 E-MAIL ADDRESS: Maureen_Scholz@aig.com		FAX (A/C, No): 703-433-1959
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Sentinel Insurance Company Ltd		11000
		INSURER B: Hartford Insurance Company of SE		38261
		INSURER C: Kinsale Insurance Company		38920
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1808969316**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		42SBABG9604	11/5/2020	11/5/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$excluded \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			42SBABG9604	11/5/2020	11/5/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			42SBABG9604	11/5/2020	11/5/2021	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC42WECAJ0JTM	11/5/2020	11/5/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Product Liability Environmental Liab			0100132207-0 42SBABG9604	11/5/2020 11/5/2020	11/5/2021 11/5/2021	Per Occ/General Aggre \$7,000,000/\$7,000, Per Occurrence \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

SELLER'S PERMIT

November 30, 2020

ACCOUNT NUMBER

238847232 - 00004

QYK BRANDS
QYK BRANDS LLC
12101 WESTERN AVE
GARDEN GROVE CA 92841-2914



Office of Control:
Irvine Office

NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.

CDTFA-442-R REV. 18 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes. The tax rate applicable to your sales or use may not necessarily correspond to the tax rate of your business address displayed on this permit. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

Printed on: 5/13/2021 1:48:48 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 2024135**Legal Business Name:**

Qyk Brands LLC

Doing Business As (DBA) Name 1:

Qyk Brands LLC

Doing Business As (DBA) Name 2:

Qyk Brands LLC

Address:

12101 Westren Ave

Ste # G

CALIFORNIA

Garden Grove

CA 92843

Email Address:

balaji@qyk.us

Business Web Page:**Business Phone Number:**

650/283-8515

Business Fax Number:**Business Types:**

Manufacturer

Certification Type	Status	From	To
SB	Approved	05/13/2021	05/31/2023

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



QYK BRANDS - ESG REPORT 2021

Report Contents

1. About the Report
2. Message from the Management
3. 2020: Overview
4. Our ESG Priorities
5. Current Brands
6. Sustainable Development Goals
7. Future of QYK Brands
8. ESG Report Compliance & Risk

QYK Brands - ESG Report 2021

In 2021, we launched our Environmental, Social and Governance Vision and Goals 2030. Our ESG Report presents the progress we made on our commitments and efforts for the same. The Report forms the basis of our Communication on Progress (CoP) with the UN Global Compact (UNGC). Our disclosures showcase the maturity of our sustainability management system and reporting practices and address the growing interest and expectations of our global stakeholders across environmental, social and governance domains.

Core Principles

QYK Brands believes that responsible ownership and business success go hand in hand and has embedded consideration of ESG factors throughout all stages of its involvement in an investment. QYK Brands is a Proud American Manufacturing Company, founded in 2017 with the mission to create a happier, healthier society by creating quality products that reflect our core values of “do good and feel good”. Responsible investment, and subsequently responsible ownership, require proper analysis, judgement and mitigation of risk. QYK Brands aims to invest in products that take a responsible approach towards the environment, society and corporate governance.

ESG Definitions



Environment

The depletion of natural resources and the threat of climate change have raised concerns about the environment and the potential financial impact on businesses. Our vision is to serve the preservation of planet by shaping and sharing solutions which are environmentally friendly



Social

Inclusion, diversity and equality are becoming more important considerations in relation to the way in which businesses operate and can generate competitive advantage. Our Vision is to serve the development of people by shaping a future with meaningful opportunities for all



Governance

Corporate governance covers the rights and responsibilities of the management of a company – its structures, corporate values and accountability processes. Our Vision is to serve the interests of all our stakeholders by leading through our core values

Message from Management



Rakesh Tammabattula is the Founder and CEO of QYK Brands. He has helped in leading the team of innovators at QYK during the COVID Pandemic.

QYK Brands was one of the first companies to address the challenges brought by Covid-19 by rapidly expanding to new avenues of manufacturing in CPG & healthcare products.

Dear Stakeholders,

As the world witnessed the pandemic, industries were tested on their resilience and adaptability. Yet, we were able to deliver industry driven innovation through shifting manufacturing models. This is the testimony of our resilience and perseverance. As we prioritize our goals in serving not only our clients but also health workers, this helped in doubling their trust in us. We were prepared, having invested in developing the right solutions – especially in areas like manufacturing and supply chain management- to accelerate transformation. Our employees showed skill and ability through tough times to deliver results.

However, we didn't lose sight of our sustainability activities, as an organization can only function well when its functioning in its full potential. ESG leadership has emerged integral to our processes, and we wish to establish ourselves as practitioners of circular economy. Beyond manufacturing essentials, it is also required we explore more untapped areas in sustainable development. Keeping innovation as a driving factor in our functions, we thread to greater pursuits of achieving sustainable practices.

This is a challenge that will need all our collective humanity and ingenuity to tackle. At QYK Brands, we are fully committed and determined to play our part.

Warmly,
Rakesh Tammabattula

2020: Overview

Environment

QYK's rapid growth in 2020 also came with an enormous scale of new manufacturing and production. We incorporated lean manufacturing practices employing high efficiency equipment and utilizing recycled and reusable materials to ensure the impact on the environment has been little to none.

We aim to **embed environmental stewardship** in everything we do. We believe we have a responsibility to minimize the energy, carbon, water and waste impacts of our business and recognize that these impacts occur through our entire value chain.

Social

QYK has worked with and continues to work with diverse small manufacturers throughout the nation and the world. We have also created numerous work opportunities in the local communities in the toughest times the world has seen recently, with over 90% of the employees retained.

A **deep commitment to social responsibility** is core to who we are as a company. We believe people are at the heart of our business and take pride in our outstanding work culture.

Governance

QYK stringently upholds the Equal Employment Opportunity Act (1972), at the National Environmental Policy Act (NEPA); the Pollution Prevention Act; the Resource Conservation and Recovery Act (RCRA);); the Toxic Substances Control Act (TSCA); and other related laws and by laws at the Federal, State, and district levels.

We view **good governance as essential to creating and preserving value for our shareholders** and other stakeholders. This includes compliance with all applicable laws, rules, regulations and policies as well as unwavering adherence to our values.

Our ESG priorities

- Take a **responsible approach throughout the manufacturing cycle and distribution** and recognize the potential impact of the materials used and products manufactured on the environment, workers, communities and society, as well as the potential impact of climate change.
- Ensure that we and our portfolio brands always **respect human rights** and ensure **no exploitation of child labor**
- Ensure there is **NO bribery or corruption** in any of our dealings
- Act with **integrity** at all times in all our dealings
- Always be **non-discriminatory** (whether on grounds of gender, race or disability), and adopt equality and diversity in our employment practices
- Act **responsibly with respect to the environment**, aiming for a sustainable approach to the use of resources, avoiding irresponsible disposal of hazardous products and unnecessary waste
- Ensure that our management structures and policies reflect the need for **transparency, accountability, equality and probity** in the management of our businesses
- **Comply with and inform industry standard ESG guidelines** and best practices, and actively manage ESG considerations and risks effectively.

Preservation Technology & Climate Mindfulness

QYK Brands has been proactive in adoption, invention and spreading smarter ways to mitigate GHG emission, reduce energy consumption and manage water and waste. To make our planet stronger by consistently embracing clean tech in our operations and client solutions, thereby minimizing the impact on nature.

Understanding the need for global and national action, QYK Brands understands and evaluates its corporate readiness to enter carbon markets and align its efforts to circular economy. The simulation will provide evidence-based sustainable policy backing.

We always make sure our carbon footprint is in control, for guilt free manufacturing and processing systems.

Educating Employees

We have developed continuous learning series aimed at strengthening awareness on making our ecosystems and lifestyles sustainable. Our team learns and implements the best practices in environmental sustainability and are inspired to bring change in their lives and communities.

Carbon Neutrality

Preserving the planet for our future generations and operating sustainably remains pivotal to how we conduct business. Through our energy efficiency and renewable alternative measures of manufacturing, we were able to reduce and/or avoid emissions within our boundaries significantly.

Green Buildings

Our domestic manufacturing base expansion has been into LEED certified buildings. All our buildings, new and old, follow the highest standards of sustainability so as to minimize our impact on the environment, while focusing on employee health and productivity.

Business Continuity: Employee Well Being

We formed a dedicated COVID-19 core response team, chaired by our leadership, with representation from all relevant internal stakeholders.

A multi-level governance structure facilitated two-way communication between the core and local teams across regions, locations and client accounts.

We are involved in constant liaisons with the government and regulatory authorities to remain apprised of advisories and guidelines to manage operations and emergencies related to the pandemic at various locations.

Working at own terms

We foresee accelerated digitization & automation of our workplace and manufacturing and have already embarked to create and explore technologies that will enable seamless remote/in person work and remote equipment management, leveraging applications like hot desking, digitized facility management, automated building operations, digitization of occupant health and safety and resource efficiency.

Work Future

We are dedicated to our employee and management wellness, considering the pandemic. During the course of the year, we expanded the solution suite rapidly beyond AI-driven thermal screening in multiple points in our buildings, effective contact tracing through GPS, mobile Bluetooth and BLE tags, health disclaimer and self-declaration tools, and workspace occupancy analytics.

Energizing Local Communities

A pandemic-induced remote work situation has given rise to a new hybrid work model with employees working from premise as well as remotely. Our experience of partnering some of the smallest manufacturers during the crisis is helping us re-engineer our approach to work.

We managed remote working well while managing supply chain management during these unprecedented times. Our focus remains on tailoring offices to serve us better in the new normal, creating better social cohesion and rethinking leadership strategies as we navigate a hybrid working model.

Domestic Manufacturing & Including Local Talent

One of the biggest challenges of the manufacturing were the disruptions. While we took advantage of the situation to empower local community to empower them as well as our supply chain. A key pillar of our social strategy is localization, to expand operations domestically and hire more local workers.

Opportunities to the Community

We are a community centered manufacturing company with the prime focus of providing local work to our supporters. We are continuously working towards excellence and to increase access to communities that are traditionally under-represented in these fields.

Occupational Safety & Health

As a company that rapidly expanded into new arenas of manufacturing, we had our team's safety and health as the top priority. We implemented new policies to include all activities of our operations and employees working for and on behalf of us.

Health risk assessments are carried out periodically, and we have also partnered with various health care companies to provide us medical personnel on demand.

Our employees at every scale are educated and trained on how to claim these benefits, making sure nobody is left out.

Policy Protection

Employees can access several forums where they can highlight matters or concerns faced at the workplace. This is achieved through a well-established and robust grievance resolution mechanism comprising 'resolution hubs'. Resolution hubs adhere to the principles of natural justice, confidentiality, sensitivity, non-retaliation and fairness while addressing concerns.

Human Rights

We have a strict policy against child labor and labor code violations. We work aggressively towards making sure our employees have all work benefits and ensured their Minimum Wage and benefits. Our strong and well-articulated Code of Conduct and Ethics communicated to employees throughout our operations helps us achieve these goals. All our operations are subjected to human rights review and our employees are trained in human rights policies and procedures.

Integrity and Compliance

Governance and ethics represent the cornerstone of a strong, stable and sustainable organization. We strive to ensure that our performance is driven by integrity and transparency, and our partnerships are driven by trust and empathy. Integrity and compliance, we implemented the code of conduct and comply with global statutory requirements

As on date, we don't have any cases of Embezzlement, Bribery or Corruption against us.

Intellectual Property

We aim to provide better life solutions by inculcating science and promoting research. We are constantly generating IP assets and translating these into offerings for our clients. Our IP framework adopts a two-pronged approach of value enhancement and risk mitigation. Our IP policy strengthens our research efforts, by incentivizing inventors through rewards at various levels

Code of Conduct

We have a robust policy system of code of conduct, anti-competitive laws, information sharing and data privacy. We wish to protect our assets, information and company wellbeing by enforcing the necessary legal obligations.

Sustainable Development Goals

The United Nations Sustainable Development Goals (SDGs) seek to solve the biggest and most complex challenges of our time. In line with that ambition, we set our Sustainability Commitments to tackle important issues. We want our commitments to inspire others and call on those within our industry to join us.



REPRESENTATION OF WOMEN AT WORK

We are working across the full value chain to improve where and how we recruit talent, how we develop and promote from within, and how we hold our leaders accountable in creating opportunity.



ECONOMIC PRODUCTIVITY

Fostering sustainable and equitable economic growth for all workers. This means achieving higher levels of economic productivity through diversification and innovation, through a focus on high-value added and labor-intensive sectors.



INCLUSIVE INDUSTRIALIZATION & INNOVATION

Develop quality, reliable, sustainable and resilient infrastructure, including regional and transborder infrastructure, to support economic development and human well-being, with a focus on affordable and equitable access for all.



REINVENTION OF OUR CONSUMPTION PATTERNS

Reinventing industries, to decrease the carbon impact and the material waste costs associated with many facets now considered normal in modern life. Adoption of circular economy in full potential.



RESILIENCE TO CLIMATE CHANGE

Strengthening resilience to Climate Change through integrating policies within the organization and national framework. Promote mechanisms for raising capacity for effective climate change-related planning and management



REVITALIZING LIFE ON LAND

Taking up measures to ensure biodegradability and waste disposal of material to not hinder with the life on land. The company ensures that the waste management is done in its full potential, especially bio waste disposal.

Future of QYK Brands Products

We believe accelerated action is needed to stay ahead of the imperatives of the pandemic on supply chains global climate, biodiversity.

NONWOVEN SUBSTRATES

We plan to re-domesticate the nonwoven substrates manufacturing process from raw materials to finished medical PPE products. This will help ensure that the US never has to face the critical shortages of basic medical supplies that occurred in the earlier stages of the COVID-19 crisis, help fill national emergency stockpiles, and create US jobs.

MEDICAL DEVICE & PHARMACEUTICAL MANUFACTURING

QYK has been working on expanding our domestic manufacturing capacity for various pharmaceutical bulk drugs and finished products in addition to the efforts on various Class I & II medical devices including diagnostic kits and Surgical/Medical Protective equipment and single use surgical apparel manufactured with advanced levels of automated equipment.

ESG Report Compliance & Risk

If a serious ESG risk is identified during QYK Brand's ownership or manufacturing process, the issue is escalated immediately to the management. QYK Brands reports ESG issues in a number of ways including regularly updating its Advisory Committee on any material developments or issues on a bi-annual basis.

We are committed to high standards of Environmental performance. Our success will be judged in achieving the following:

- Ensuring **compliance with all applicable legal, Environmental and other compliance regulations.**
- **Demonstrating commitment towards the environment** including protecting it and prevention of pollution.
- **Educating, training and motivating the personnel** to work in a safe, environmentally responsible manner.
- **Managing EMS aspects & impacts;** actively seeking and acting upon meaningful opportunities to reduce risk and improve our performance.
- **Fostering openness and dialog on EMS matters** with all relevant Interested Parties, both internal and external; communicating risk, performance and progress.

State of California

MULTIPLE AWARD SCHEDULE

QYK Brands LLC

CMAS NUMBER:	4-21-06-1013
CMAS TERM DATES:	6/03/2021 through 4/15/2024
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	<u>December 1, 2017</u> (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<u>47QSEA19D0065</u>
BASE SCHEDULE HOLDER:	Sita Business Systems, Inc.

This CMAS provides for the purchase and warranty of restroom and office products and supplies. (See page 3 for the specific brands applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](#) ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide contract listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide%20contract%20listing)). This requirement is not applicable to local government entities.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products being procured.

Original Signature on File

Effective Date: **6/03/2021**

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QYK BRANDS LLC
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State agencies cannot use this CMAS to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the following website: www.calpia.ca.gov/about/doing-business-with-calpia/exemption-process/. A copy of the approved exemption must be kept with the purchase order for audit purposes.

HAZARDOUS SUBSTANCES

State Law (Labor Code (LC) § 6360 et seq.) requires employers to have information regarding hazardous or potentially hazardous substances in the workplace on file or readily available to them. In order to assist employers to comply with this requirement the Department of Industrial Relations has compiled a list of hazardous substances.

Some or all of the products listed on this CMAS appears on the Hazardous Substances List. CMAS supplier must provide Material Safety Data Sheet (MSDS) for these products when they are delivered to California Public Agencies. A Material Safety Data Sheet is supplied by the manufacturer of a substance and lists the manufacturer's name and address, the name, chemical and physical properties of the material, and the potential hazards, safeguards and procedures to follow in case of accident or overexposure.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions.

Agency non-compliance with the requirements may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements may result in termination.

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CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Cleaning Equip-Accessories
Protective Gloves

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturers/publishers listed are available within the scope of this CMAS:

1MED
QYK

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed or emailed to the following:

QYK Brands LLC
12101 Western Avenue
Garden Grove, CA 92841
Attn: Balaji Tammabattula

E-mail: **balaji@qyk.us**

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Balaji Tammabattula
Phone: (650) 283-8515
E-mail: balaji@qyk.us

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. **See next paragraph for information.**

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html.

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The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 238847232. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains dollar volume discounts. See the base schedule for the specific percent of discount.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base schedule, the CMAS Terms and Conditions, General Provisions, and CMAS Warranty.

DELIVERY

3-4 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website (www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FISCal, Chapter 5 (FISCal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FISCal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

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SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website (www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx), select Standard STD Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

2. Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

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2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word “CMAS” in the space usually reserved for the contract number. On Standard 65's, this is at the top of the form. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS agreements. A non-IT CMAS begin with the number “4” and an Information Technology CMAS begins with the number “3.” The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FISCal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

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Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FISCal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). Only a contract may be amended once under this exemption. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a certified small business (SB) enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2024135 expires on 5/31/2023.

If this certification has expired, the current expiration date should be verified at: Cal eProcure (caleprocure.ca.gov/pages/index.aspx) or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners lists (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: www.dgs.ca.gov/OFS/Price-Book.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

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SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - ii. Include the SB or DVBE certification number of each company listed, and attach a copy of each certification; and
 - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
 - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

WITHHOLD LANGUAGE (SB588)

Option 1 – Withhold Language

Upon delivery or completion of ordered goods or services, for which the Contractor committed to DVBE subcontractor participation, state departments shall require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor shall provide proof of payment for the work.

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In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after thirty (30) calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

Option 2 – No Withhold Language

During the contract term, and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify all participation commitments and payments under the contract have been made to the DVBE. Upon request by DGS-PD, the Contractor shall provide proof of payment for the work.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

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STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS supplement is not required for updates and/or changes once the update and/or change becomes effective for the base schedule, except as follows:

- A CMAS supplement is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS supplement is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

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APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not reduce or relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies not transacting in FISCal, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the [DGS Price Book](http://www.dgs.ca.gov/OFS/Price-Book) (www.dgs.ca.gov/OFS/Price-Book).

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the referenced DGS administrative fee.

See the current incentive fees in the DGS Price Book.

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This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

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7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS Smart State Financial Marketplace. Buyers may contact the GS Smart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

8. Leasing

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

Buyers may contact the GS Smart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and then select "File a CMAS Quarterly Report".

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Important things to remember regarding CMAS Quarterly Business Activity Reports:

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies.
- New CMAS agreements and supplements will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	January 1 to March 31	Due April 15
Quarter 2	April 1 to June 30	Due July 15
Quarter 3	July 1 to September 30	Due October 15
Quarter 4	October 1 to December 31	Due January 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the referenced DGS administrative fee.

See the current incentive fees in the DGS Price Book.

CMAS contractors cannot charge local government agencies an additional charge on a separate line item to cover the incentive fee. The CMAS contractor must include the incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base schedule prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QYK BRANDS LLC
CMAS NO. 4-21-06-1013**

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit **along with the applicable Quarterly Report**. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at Cal eProcure (caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Base schedule terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline substantiation that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific pages from the base schedule that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QYK BRANDS LLC
CMAS NO. 4-21-06-1013

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QYK BRANDS LLC
CMAS NO. 4-21-06-1013**

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QYK BRANDS LLC
CMAS NO. 4-21-06-1013**

ATTACHMENT A

ADA NOTICE

**Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

Important: To ensure that we can meet your need, it is best that we receive your request at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadline due-date for procurement documents.

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1

Speech to Speech Service: 1-800-854-7784

PROTECTIVE FACE MASKS



- **ASTM LEVEL 2 & 3**
- **HIGH FILTRATION EFFICIENCY**
- **3 LAYER CONSTRUCTION**
- **ARCH BREATHING CHAMBER**
- **COMFORTABLE EAR-LOOP DESIGN**
- **FLUID RESISTANT**
- **STERILIZED OPTIONS AVAILABLE**



99%

**Bacteria Filtration
Efficiency**



Disposable Single Use

PROTECTIVE FACE MASK

ORDERING INFO

1MED-23LSM1
ASTM 2, Non-Sterilized

1MED-33LSM1
ASTM 3, Non-Sterilized

1MED-23LSM1S
ASTM 2, Sterilized

1MED-33LSM1S
ASTM 3, Sterilized



FDA Registration Number: 3015967646

CONTACT US

EMAIL

info@qyk.us

CALL US

833 795 7664

BULK PURCHASES

balaji@qyk.us
(650 283 8515)

10517 Garden Grove Blvd.
Garden Grove CA 92843

QYK.US



/DrJsNatural



DrJsNatural



@DrJsNatural



Test Report

No. HKHC2003001977HC

Date : Jun 19, 2020

Page 1 of 8

QYK Brands, LLC.
10517 Garden Grove Blvd, Garden Grove CA 92843 USA

Job No. : HKHC200300001036

The following sample was submitted and identified by the client as 1MED Protective Face Mask

Product Description	: 1MED Protective Face Mask 1MED-23LSM1
Quantity Received	: 100
Sample Appearance	: Blue mask
SGS Sample No.	: HKHC200300001036-101
Sample Receiving Condition	: In unopened plastic pack and paper box under ambient condition
Manufacturer / Supplier	: QYK Brands LLC
Country of Origin	: USA
Sample Receiving Date	: May 26, 2020
Testing Period	: May 26, 2020 – Jun 16, 2020

Test Requested

1. To perform Bacterial Filtration Efficiency Test and Differential Pressure Test on the submitted sample.
2. To perform Particle Filtration Efficiency Test on the submitted sample.
3. To perform Viral Filtration Efficiency Test on the submitted sample.
4. To perform Synthetic blood fluid penetration resistance test on the submitted sample.
5. To perform Flammability test on the submitted sample.

Test Methods and Test Results

Please refer to the following page(s).

Signed for and on behalf of
SGS Hong Kong Ltd.

HO CHI MING, RICKY
SENIOR MANAGER - COSMETICS, PERSONAL
CARE & HOUSEHOLD SERVICES

Signed for and on behalf of
SGS Hong Kong Ltd.

WONG KIN MAN, GILMAN
TECHNICAL DEVELOPMENT MANAGER
- COSMETICS, PERSONAL CARE &
HOUSEHOLD SERVICES

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Test Report

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Test Methods and Test Results

1. Bacterial Filtration Efficiency Test

Summary

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

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

Test Side	:	White side (Inside)
BFE Test Area	:	~40 cm ²
BFE Flow Rate	:	28.3 Litres per minute (L/min)
Delta P Flow Rate	:	8 Liters per minute (L/min)
Conditioning Parameters	:	85 \pm 5% relative humidity (RH) and 21 \pm 5°C for a minimum of 4 hours
Test Article Dimensions	:	~180 mm x ~165 mm
Positive Control Average	:	3.0×10^3 CFU
Negative Monitor Count	:	<1 CFU
MPS	:	3.0 μm

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Test Report

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Results:

Test Article Number	Percent BFE (%)
1	99.5
2	99.8
3	99.6
4	99.6
5	99.6

Test Article Number	Delta P (mm H ₂ O/cm ²)	Delta P (Pa/cm ²)
1	5.9	58.2
2	6.0	59.0
3	5.8	56.9
4	5.9	57.5
5	6.0	58.5

The filtration efficiency percentages were calculated using the following equation:

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

C = Positive control average

T = Plate count total recovered downstream of the test article

Note:

1. Results reported on the submitted sample on an as received basis.
2. The analysis was performed by a SGS assessed competent subcontractor laboratory.

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Test Report

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2. Particle Filtration Efficiency Test

Summary

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

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

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

Test Side	:	Blue side
Area Tested	:	91.5 cm ²
Particle Size	:	0.1 µm
Laboratory Conditions	:	20°C, 24% relative humidity (RH) at 0637; 21°C, 24% RH at 0855
Average Filtration Efficiency	:	99.62 %
Standard Deviation	:	0.091

Results:

Test Article Number	Average Test Article Counts	Average Control Counts	Filtration Efficiency (%)
1	46	10912	99.58
2	46	11807	99.61
3	72	13882	99.48
4	38	12879	99.70
5	39	12830	99.70

Note:

1. Results reported on the submitted sample on an as received basis.
2. The analysis was performed by a SGS assessed competent subcontractor laboratory.

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Test Report

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3. Viral Filtration Efficiency Test

Summary:

The VFE test is performed to determine the filtration efficiency of test articles by comparing the viral control counts upstream of the test article to the counts downstream. A suspension of bacteriophage ΦX174 was aerosolized using a nebulizer and delivered to the test article at a constant flow rate and fixed air pressure. The challenge delivery was maintained at $1.1 - 3.3 \times 10^3$ plaque forming units (PFU) with a mean particle size (MPS) of $3.0 \mu\text{m} \pm 0.3 \mu\text{m}$. The aerosol droplets were drawn through a six-stage, viable particle, Andersen sampler for collection. The VFE test procedure was adapted from ASTM F2101.

Test Side:	White side
Test Area :	~40 cm ²
VFE Flow Rate :	28.3 Liters per minutes (L/min)
Conditioning Parameters :	85 ± 5% relative humidity (RH) and 21 ± 5% for a minimum of 4 hours
Positive Control Average :	1.6×10^3 PFU
Negative Monitor Count :	<1 PFU
MPS :	3.1 μm

Test Results

Parameter

Viral Filtration Efficiency (VFE)

<u>Test Article Number</u>	<u>Percent VFE (%)</u>
1	99.5
2	99.2
3	99.7
4	99.6
5	99.6

The filtration efficiency percentages were calculated using the following equation:

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

C = Positive control average

T = Plate count total recovered downstream of the test article

Note:

1. Results reported on the submitted sample on an as received basis.
2. The analysis was performed by a SGS assessed competent subcontractor laboratory.

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Test Report

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4. Synthetic blood fluid penetration resistance

Summary:

This procedure was performed to evaluate surgical facemasks and other types of protective clothing materials designed to protect against fluid penetration. The purpose of this procedure is to simulate an arterial spray and evaluate the effectiveness of the test article in protecting the user from possible exposure to blood and other body fluids. The distance from the target area surface to the tip of the cannula is 30.5 cm. A test volume of 2 mL of synthetic blood was employed using the targeting plate method.

This test method was designed to comply with ASTM F1862 and ISO 22609 (as referenced in EN 14683:2019 and AS4381:2015) with the following exception: ISO 22609 requires testing to be performed in an environment with a temperature of $21 \pm 5^\circ\text{C}$ and a relative humidity of $85 \pm 10\%$. Instead, testing was performed at ambient conditions within one minute of removal from the environment chamber held at those parameters.

Number of Test articles tested	:	32
Number of Test articles passed	:	32
Test Side	:	Blue side
Pre-conditioning	:	Minimum of 4 hours at $21 \pm 5^\circ\text{C}$ and $85 \pm 5\%$ relative humidity (RH)
Test Conditions	:	20.5°C and 22 % RH

Results: Per ASTM F1862 and ISO 22609, an acceptable quality limit of 4.0% is met for a normal single sampling plan when ≥ 29 of 32 test articles show passing results.

Test Pressure: 80 mmHg (10.7 kPa)

Test Article Number	Synthetic Blood Penetration
1-32	None Seen

Note:

1. Results reported on the submitted sample on an as received basis.
2. The analysis was performed by a SGS assessed competent subcontractor laboratory.

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Test Report

No. HKHC2003001977HC

Date : June 19, 2020 Page 7 of 8

5. Flammability Test

Flammability Test of Clothing Textiles (16 CFR Part 1610 - October 20, 2008 Edition)

Fabric Surface : Smooth

Test Specimen Direction : Length

	<u>As Received</u>	
	<u>Flame Spread (sec.)</u>	<u>Burn Code</u>
(1)	--	IBE
(2)	--	IBE
(3)	--	IBE
(4)	--	IBE
(5)	--	IBE

Flammability Classification : Class 1

Remarks : Class 1 Normal Flammability

Class 1 textiles exhibit normal flammability and are acceptable for use in clothing.

Burn Code Description:

IBE = Ignited, but extinguished

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Test Report

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Date : June 19, 2020 Page 8 of 8

Sample Receiving Date : May 26, 2020

PHOTO APPENDIX



*** End of Report ***

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Shenzhen BEL Technology Co.,Ltd.

Add: 3rd Floor, Xingfu Building, Tongfuyu Industrial Zone, Shiyan
Town, Bao'An District, Shenzhen, Guangdong, China.



Certificate of Compliance

Certificate Number: BEL20200000101890

Applicant : 1MED dba. QYK BRANDS, LLC.
Address : 10517 Garden Grove Blvd, Garden Grove CA 92843 USA
Manufacturer : 1MED dba. QYK BRANDS, LLC.
Address : 10517 Garden Grove Blvd, Garden Grove CA 92843 USA
Product : Disposable Surgical /Protective Mask
Model : 1MED-23LSM1S
1MED-23LSM1 , 1MED-33LSM1S, 1MED-33LSM1
Test Standard : EN 14683: 2019

The EUT described above has been tested by us with the listed standards and found in compliance with the council MDD directive 93/42/EEC. It is possible to use CE marking to demonstrate the compliance with this MDD Directive.

It is only valid in connection with the test report number: BEL20200000101890



Manager

Mar. 30, 2020

This certificate of conformity is based on a single evaluation of the submitted sample(s) of the above mentioned product. It does not imply an assessment of the whole product and relevant Directives have to be observed.

Tel:+86-755-27808385 , Email:Lucky@belemc.cn,

Web:Http//www.belemc.com www.belemc.cn

Purpose	Testing was performed in accordance with <i>16 CFR Part 1610: Standard for the Flammability of Clothing Textiles, October 2008.</i>
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QYK Brands, 1MED Protective Face Mask (Level 3); UY-MAT-URLK-20-176-0395:a

Date of Analysis: **25Jun2020**

This CofA is replacing the CofA issued 29-Jun-2020 to include a picture reference to the sample and packaging.

Product Code: **1MED-33LSM1**

Manufacturer: **GLOWY**

Country of Origin: **USA**

Preliminary Testing

Sample Number	Burn Time (s)
1	Did not ignite
2	Did not ignite
3	Did not ignite
4	Did not ignite

Performance Testing

Sample Number	Burn Time (s)
1	Did not ignite
2	Did not ignite
3	Did not ignite
4	Did not ignite
5	Did not ignite
6	Did not ignite
7	Did not ignite
8	Did not ignite
9	Did not ignite
10	Did not ignite
Maximum	N/A
Minimum	N/A
Mean*	N/A
Standard Deviation*	N/A

*Calculated using unrounded values

Conclusion	None of the tested samples ignited. The average burn time for the tested samples meet the requirements for a Class 1 flammability rating.
-------------------	---



Figure 1: Sample and Packaging for UY-MAT-URLK-20-176-0395:a

Purpose	Testing was performed in accordance with <i>16 CFR Part 1610: Standard for the Flammability of Clothing Textiles, October 2008</i> .
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QYK Brands, 1MED Protective Face Mask (Level 2); UY-MAT-URLK-20-176-0396:a

Date of Analysis: **25Jun2020**

This CofA is replacing the CofA issued 29-Jun-2020 to include a picture reference to the sample and packaging.

Product Code: **1MED-23LSM1**

Manufacturer: **GLOWY**

Country of Origin: **USA**

Preliminary Testing

Sample Number	Burn Time (s)
1	Did not ignite
2	Did not ignite
3	Did not ignite
4	Did not ignite

Performance Testing

Sample Number	Burn Time (s)
1	Did not ignite
2	Did not ignite
3	Did not ignite
4	Did not ignite
5	Did not ignite
6	Did not ignite
7	Did not ignite
8	Did not ignite
9	Did not ignite
10	Did not ignite
Maximum	N/A
Minimum	N/A
Mean*	N/A
Standard Deviation*	N/A

*Calculated using unrounded values

Conclusion	None of the tested samples ignited. The average burn time for the tested samples meet the requirements for a Class 1 flammability rating.
-------------------	---



Figure 1: Sample and Packaging for UY-MAT-URLK-20-176-0396:a

RESPIRATORS KN95



MADE IN USA

1MED+

- 
- **EFFICIENT FIT SEAL**
 - **COMFORTABLE EAR LOOPS**
 - **SKIN-FRIENDLY & NON-WOVEN MATERIALS**

> 99%

PARTICLE FILTRATION
(Exceeds KN95 Standards)



ORDERING INFO

1MED-4LPR1 (E)
1MED-5LPR1 (E)
1MED-4LPR1S (E)
1MED-5LPR1S (E)

4 Layer KN95 Particulate Respirator (Non Sterilized)
5 Layer KN95 Particulate Respirator (Non Sterilized)
4 Layer KN95 Particulate Respirator (Sterilized)
5 Layer KN95 Particulate Respirator (Sterilized)



FDA Registration Number: 3015967646



/DrJsNatural



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BULK PURCHASES

balaji@qyk.us
(650 283 8515)

10517 Garden Grove Blvd.
Garden Grove CA 92843

QYK.US



TEST REPORT

FOR PPE On Behalf of

1MED dba. QYK BRANDS, LLC.

Prepared For :	1MED dba. QYK BRANDS, LLC.
Address :	10517 Garden Grove Blvd, Garden Grove CA 92843 USA
Trademark:	N/A
Product Name:	Disposable Particulate Respirator
Model :	KN95 1MED-4LPR1S, 1MED-4LPR1, 1MED-5LPR1S, 1MED-5LPR1
Prepared By :	Shenzhen BEL Technology Co., Ltd.
Address :	3rd Floor, Xingfu Building, Tongfuyu Industrial Zone, Shiyan Town, Bao'An District, Shenzhen, Guangdong, China.
Test Date:	Mar. 27 - Mar. 30, 2020
Date of Report :	Mar. 30, 2020
Report No.:	BEL20200000101889



TEST Report	
EN149:2001+A1:2009	
Respiratory Protective Devices- Filtering Half Masks to Protect Against Particles-Requirements, Testing, Marking	
Testing laboratory	Shenzhen BEL Technology Co., Ltd.
Address	3rd Floor, Xingfu Building, Tongfuyu Industrial Zone, Shiyan Town, Bao'An District, Shenzhen, Guangdong, China..
Testing location	Shenzhen BEL Technology Co., Ltd.
Applicant	1MED dba. QYK BRANDS, LLC.
Address	10517 Garden Grove Blvd, Garden Grove CA 92843 USA
Standard	EN149:2001+A1:2009
Test Result	PASSED
Procedure deviation	N/A.
Non-standard test method	N/A.
Test procedure	CE Scheme
Model/type reference	KN95
Manufacturer	1MED dba. QYK BRANDS, LLC.
Address	10517 Garden Grove Blvd, Garden Grove CA 92843 USA
Test item particulars :	
Classification.....	: FFP2

Name and address of the testing laboratory : Shenzhen BEL Technology Co., Ltd.

3rd Floor, Xingfu Building, Tongfuyu Industrial
Zone, Shiyan Town, Bao'An District, Shenzhen,
Guangdong, China..

Date of Test:

Mar. 21 - Mar. 27, 2020

Prepared by (Engineer) :

Allen Wang

Reviewer (Quality Manager) :

Randy ell

Approved & Authorized Signer (Manager) :

Andy Shi



Classification	EN 149:2001+A1:2009 Clause 5	Particle filtering half masks are classified according to their filtering efficiency and their maximum total inward leakage. There are three classes of devices: FFP1, FFP2 and FFP3.	Pass. FFP2.
Designation	EN 149:2001+A1:2009 Clause 6	Particle filtering half masks meeting the requirements of this European Standard shall be designated in the following manner: Particle filtering half mask EN 149, year of publication, classification, option (where "D" is an option for a non re-useable particle filtering half mask and mandatory for re-useable particle filtering half mask).	Pass.
Nominal values and tolerances	EN 149:2001+A1:2009 Clause 7.2	Unless otherwise specified, the values stated in this European Standard are expressed as nominal values. Except for temperature limits, values which are not stated as maxima or minima shall be subject to a tolerance of $\pm 5\%$. Unless otherwise specified, the ambient temperature for testing shall be $(16 - 32)^\circ\text{C}$, and the temperature limits shall be subject to an accuracy of $\pm 1^\circ\text{C}$.	Pass. $+5^\circ\text{C}$ to $+38^\circ\text{C}$.
Visual inspection	EN 149:2001+A1:2009 Clause 7.3	The visual inspection shall also include the marking and the information supplied by the manufacturer.	Pass
Packaging	EN 149:2001+A1:2009 Clause 7.4& Clause 8.2	Particle filtering half masks shall be offered for sale packaged in such a way that they are protected against mechanical damage and contamination before use. The visual inspection is carried out where appropriate by the test house prior to laboratory or practical performance tests.	Pass



Material	EN 149:2001+ A1:2009 Clause 7.5& Clause 8.3	A breathing machine is adjusted to 25 cycles/min and 2,0 l/stroke. The particle filtering half mask is mounted on a Sheffield dummy head. For testing, a saturator is incorporated in the exhalation line between the breathing machine and the dummy head, the saturator being set at a temperature in excess of 37 °C to allow for the cooling of the air before it reaches the mouth of the dummy head. The air shall be saturated at $(37 \pm 2) ^\circ\text{C}$ at the mouth of the dummy head. In order to prevent excess water spilling out of the dummy's mouth and contaminating the particle filtering half mask the head shall be inclined so that the water runs away from the mouth and is collected in a trap.	Pass. Melt blown filter
----------	--	--	-------------------------------



EN 149: 2001+A1:2009			
Clause	Requirement - Test	Result - Remark	Verdict
		Expose the particle filtering half masks to the following thermal cycle: a) for 24 h to a dry atmosphere of (70 ± 3) °C; b) for 24 h to a temperature of (-30 ± 3) °C; and allow to return to room temperature for at least 4 h between exposures and prior to subsequent testing. The conditioning shall be carried out in a manner which ensures that no thermal shock occurs.	
Cleaning and disinfecting	EN 149:2001+A1:2009 Clause 7.6& Clause 8.4& Clause 8.5	If the particle filtering half mask is designed to be re-usable, the materials used shall withstand the cleaning and disinfecting agents and procedures to be specified by the manufacturer. Testing shall be done in accordance with 8.4 and 8.5. With reference to 7.9.2, after cleaning and disinfecting the re-usable particle filtering half mask shall satisfy the penetration requirement of the relevant class. Testing shall be done in accordance with 8.11.	Pass

Practical performance	EN 149:2001+A1:2009 Clause 7.7& Clause 8.4	<p>Walking test</p> <p>The subjects wearing normal working clothes and wearing the particle filtering half mask shall walk at a regular rate of 6 km/h on a level course. The test shall be continuous, without removal of the particle filtering half mask, for a period of 10 min.</p> <p>Work simulation test</p> <p>The individual activities shall be arranged so that sufficient time is left for the comments prescribed.</p> <p>a) walking on the level with headroom of $(1,3 \pm 0,2)$ m for 5 min;</p> <p>b) crawling on the level with headroom of $(0,70 \pm 0,05)$ m for 5 min;</p> <p>c) filling a small basket (see Figure 1, approximate volume = 8 l) with chippings or other suitable material from a hopper which stands 1,5 m high and has an opening at the bottom to allow the contents to be shovelled out and a further opening at the top where the basket full of chippings is returned.</p> <p>The subject shall stoop or kneel as he wishes and fill the basket with chippings. He shall then lift the basket and empty the contents back into the hopper. This shall be done 20 times in 10 min.</p>	<p>Pass.</p> <p>The particle filtering half mask could undergo practical performance tests under realistic conditions.</p>
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Finish of parts	EN 149:2001+A1:2009 Clause 7.8& Clause 8.2	Parts of the device likely to come into contact with the wearer shall have no sharp edges or burrs. Testing shall be done in accordance with 8.2.	Pass. No sharp edges and burrs.																	
Total inward Leakage	EN 149:2001+A1:2009 Clause 7.9.1& Clause 8.5	<p>1) walking for 2 min without head movement or talking; 2) turning head from side to side (approx. 15 times), as if inspecting the walls of a tunnel for 2 min; 3) moving the head up and down (approx. 15 times), as if inspecting the roof and floor for 2 min; 4) walking for 2 min without head movement or talking.</p> <p>The leakage P shall be calculated from measurements made over the last 100 s of each of the exercise periods to avoid carry over of results from one exercise to the other.</p> $P(\%) = \frac{C_2}{C_1} \times \left(\frac{t_{IN} + t_{EX}}{t_{IN}} \right) \times 100$ <p>where C₁ is the challenge concentration C₂ is the measured mean concentration in the breathing zone of the test subject t_{IN} is the total duration of inhalation t_{EX} is the total duration of exhalation</p>	Total inward leakage is 8%.																	
Penetration of filter material	EN 149:2001+A1:2009 Clause 7.9.2	<p>The device shall be mounted in a leaktight manner on a suitable adaptor and subjected to the test(s), ensuring that components of the device that could affect filter penetration values such as valves and harness attachment points are exposed to the challenge aerosol. Testing of penetration, exposure and storage shall be done in accordance with EN 13274-7. The penetration of the filter of the particle filtering half mask shall meet the requirements of Table 1.</p> <p>Table 1 — Penetration of filter material</p> <table><tr><th rowspan="2">Classification</th><th colspan="2">Maximum penetration of test aerosol (%)</th></tr><tr><th>Sodium chloride test 95 l/min</th><th>Paraffin oil test 95 l/min</th></tr><tr><td></td><td>% max.</td><td>% max.</td></tr><tr><td>FFP1</td><td>20</td><td>20</td></tr><tr><td>FFP2</td><td>6</td><td>6</td></tr><tr><td>FFP3</td><td>1</td><td>1</td></tr></table>	Classification	Maximum penetration of test aerosol (%)		Sodium chloride test 95 l/min	Paraffin oil test 95 l/min		% max.	% max.	FFP1	20	20	FFP2	6	6	FFP3	1	1	Pass The penetration of paraffin oil test is 3%. The penetration of sodium chloride test is 2.7%.
Classification	Maximum penetration of test aerosol (%)																			
	Sodium chloride test 95 l/min	Paraffin oil test 95 l/min																		
	% max.	% max.																		
FFP1	20	20																		
FFP2	6	6																		
FFP3	1	1																		
Compatibility with skin	EN 149:2001+A1:2009 Clause 7.10r	Materials that may come into contact with the wearer's skin shall not be known to be likely to cause irritation or any other adverse effect to health	Pass. Inner and out layer: Nonwoven pet fabric																	

Flammability	EN 149:2001+A1:2009 Clause 7.11& Clause 8.6	<p>The facepiece is put on a metallic dummy head which is motorized such that it describes a horizontal circle with a linear speed, measured at the tip of the nose, of (60 ± 5) mm/s.</p> <p>The head is arranged to pass over a propane burner the position of which can be adjusted. By means of a suitable gauge, the distance between the top of the burner, and the lowest part of the facepiece (when positioned directly over the burner) shall be set to (20 ± 2) mm.</p> <p>With the head turned away from the area adjacent to the burner, the propane gas is turned on, the pressure adjusted to between 0,2 bar and 0,3 bar and the gas ignited. By means of a needle valve and fine adjustments to the supply pressure, the flame height shall be set to (40 ± 4) mm. This is measured with a suitable gauge. The temperature of the flame measured at a height of (20 ± 2) mm above the burner tip by means of a 1,5 mm diameter mineral insulated thermocouple probe, shall be (800 ± 50) °C.</p> <p>The head is set in motion and the effect of passing the facepiece once through the flame shall be noted.</p> <p>The test shall be repeated to enable an assessment to be made of all materials on the exterior of the device. Any one component shall be passed through the flame once only.</p>	<p>Pass.</p> <p>The particle filtering half mask does not to continue to burn for more than 5 s after removal from the flame.</p>
Carbon dioxide content of the inhalation air	EN149:2001+A1:2009 Clause 7.12& Clause 8.7	<p>For this test the particle filtering half mask shall be fitted securely in a leak-tight manner but without deformation to a Sheffield dummy head (see Figure 6).</p> <p>Air shall be supplied to it from a breathing machine adjusted to 25 cycles/min and 2,0 l/stroke and the exhaled air shall have a carbon dioxide content of 5 % by volume.</p> <p>The CO₂ is fed into the breathing machine via a control valve, a flowmeter, a compensating bag and two non-return valves. Immediately before the solenoid valve a small quantity of exhaled air is preferably continuously withdrawn through a sampling line and then fed into the exhaled air via a CO₂ analyser.</p> <p>To measure the CO₂ content of the inhaled air, 5 % of the stroke volume of the inhalation</p>	<p>Pass.</p> <p>The carbon dioxide content of the inhalation air (dead space) does not exceed an average of 1,0 %</p>



		<p>phase of the breathing machine is drawn off at the marked place by an auxiliary lung and fed to a CO₂ analyser. The total dead space of the gas path (excluding the breathing machine) of the test installation should not exceed 2000 ml.</p> <p>Measure the carbon dioxide content of the inhaled air and record continuously.</p>	
Head harness	EN149:2001+A1:2009 Clause 7.13	<p>The head harness shall be designed so that the particle filtering half mask can be donned and removed easily.</p> <p>The head harness shall be adjustable or self-adjusting and shall be sufficiently robust to hold the particle filtering half mask firmly in position and be capable of maintaining total inward leakage requirements for the device.</p>	Pass
Field of vision	EN149:2001+A1:2009 Clause 7.14	The field of vision is acceptable if determined so in practical performance tests.	Not applicable
Exhalation valve(s)	EN 149:2001+A1:2009 Clause 7.15	<p>A particle filtering half mask may have one or more exhalation valve(s), which shall function correctly in all orientations.</p> <p>Exhalation valve(s), if fitted, shall continue to operate correctly after a continuous exhalation flow of 300 l/min over a period of 30 s.</p> <p>When the exhalation valve housing is attached to the faceblank, it shall withstand axially a tensile force of 10 N applied for 10 s.</p>	Not applicable.
Breathing resistance	EN 149:2001+A1:2009 Clause 7.16& Clause 8.9	<p>Seal the particle filtering half mask on the Sheffield dummy head. Measure the exhalation resistance at the opening for mouth of the dummy head using the adapter shown in Figure 6 and a breathing machine adjusted to 25 cycles/min and 2.0 l/stroke or a continuous flow 160 l/min. Use a suitable pressure transducer. Measure the exhalation resistance with the dummy head successively placed in 5 defined positions:</p> <ul style="list-style-type: none"> - facing directly ahead - facing vertically upwards - facing vertically downwards - lying on the left side - lying on the right side <p>Test the inhalation resistance at 30 l/min and 95 l/min continuous flow.</p> <p>The breathing resistances apply to valved and</p>	<p>Pass.</p> <p>Inhalation resistance at 30 l/min: ≤0.7mbar.</p> <p>Inhalation resistance at 95 l/min: ≤2.4mbar.</p> <p>Exhalation resistance at 160 l/min: ≤3.0mbar.</p>



		<p>valveless particle filtering half masks and shall meet the requirements of Table 2.</p> <p>Table 2 — Breathing resistance</p> <table> <tr> <th rowspan="3">Classification</th><th colspan="3">Maximum permitted resistance (mbar)</th></tr> <tr> <th colspan="2">inhalation</th><th>exhalation</th></tr> <tr> <th>30 l/min</th><th>95 l/min</th><th>160 l/min</th></tr> <tr> <td>FFP1</td><td>0,6</td><td>2,1</td><td>3,0</td></tr> <tr> <td>FFP2</td><td>0,7</td><td>2,4</td><td>3,0</td></tr> <tr> <td>FFP3</td><td>1,0</td><td>3,0</td><td>3,0</td></tr> </table>	Classification	Maximum permitted resistance (mbar)			inhalation		exhalation	30 l/min	95 l/min	160 l/min	FFP1	0,6	2,1	3,0	FFP2	0,7	2,4	3,0	FFP3	1,0	3,0	3,0	
Classification	Maximum permitted resistance (mbar)																								
	inhalation			exhalation																					
	30 l/min	95 l/min	160 l/min																						
FFP1	0,6	2,1	3,0																						
FFP2	0,7	2,4	3,0																						
FFP3	1,0	3,0	3,0																						
Clogging	EN 149:2001+A1:2009 Clause 7.17& Clause 8.10	<p>Convey dust from the distributor to the dust chamber where it is dispersed into the air stream of 60 m /h.</p> <p>Fit the sample particle filtering half mask in a leaktight manner to a dummy head or a suitable filter holder located in the dust chamber.</p> <p>Connect the breathing machine and humidifier to the sample and operate for the specified testing time.</p> <p>The concentration of dust in the test chamber may be measured by drawing air at 2 l/min through a sampling probe equipped with a pre-weighed, high efficiency filter (open face, diameter 37 mm) located near the test sample, as shown in Figure 10.</p> <p>Calculate the dust concentration from the weight of dust collected, the flow rate through the filter and the time of collection.</p>	Not applicable																						
Demountable parts	EN 149:2001+A1:2009 Clause 7.18	All demountable parts (if fitted) shall be readily connected and secured, where possible by hand.	Not applicable																						



ANNEX A:

Photo-documentation



***** END OF REPORT *****

N95 NIOSH RESPIRATORS

9500 Comfort Series

The 9500 Comfort Series of NIOSH approved respirators is the "standard" for all the industries in which these products are used. This is the basic N95 product developed to compete with similar appearing disposable respirators. By far, this cone style of N95 mask is the most widely used mask in all work environments. These models have been designed to easily meet NIOSH's stringent approval requirements for breathing resistance and filtration efficiency. Most companies interested in adding N95 respirators to their line of business will select either our 9500 Comfort Series or the alternative MK Comfort Series, or the new 9600 Series as the focal point around which to build a disposable respirator line.



ITEM	DESCRIPTION	PACKAGING	APPROVAL
*9500-N95	N95 Cone Respirator	20 masks/box; 12 boxes/case	TC-84A-5411
*9500-N95S	N95 Cone Respirator	20 masks/box; 12 boxes/case	TC-84A-5463
9500V-N95	N95 Cone Respirator with Exhalation Valve	10 masks/box; 12 boxes/case	TC-84A-5460
9500-N95OV	N95 Cone Respirator (Nuisance Organic Vapors)	10 masks/box; 12 boxes/case	TC-84A-5525
9500-N95VOV	N95 Cone Respirator with Exhalation Valve (Nuisance Organic Vapors)	10 masks/box; 12 boxes/case	TC-84A-6954
8810S	N95 Cone Respirator	20 masks/box; 12 boxes/case	TC-84A-6953

* Cleared by the Food and Drug Administration for use as a Surgical N95 Respirator, FDA 510(k): K020474





**75%
ALCOHOL**



- **KILLS 99.9% OF GERMS**
- **ANTI-BACTERIAL**

- **CONVENIENT & ACCESSIBLE**
- **100 PREMOISTENED TOWELETES**
- **6" X 8" TOWELLETES**

**CONTAINS
75% ETHYL
ALCOHOL**



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Dr. J'sTM
Natural

ALCOHOL WIPES

75% Ethyl Alcohol

- Aloe Vera • Fresh Scent
- Quick • Easy • Convenient

100 WET WIPES
2 LBS (907 g)

KEEP OUT OF REACH OF CHILDREN
CAUTION: SEE BELOW FOR ADDITIONAL
PRECAUTIONARY STATEMENTS

STORAGE AND DISPOSAL: Dispose of wipe in trash
after use. Do not flush. Tightly close lid between uses to
retain moisture. Nonrefillable container. Do not reuse or refill
this empty container. Offer empty container for recycling.
If recycling is not available, discard container in trash.
CONTAINS NO PHOSPHOROUS.



SAFETY DATA SHEET

Date Created: 05/09/2020

SECTION 1. IDENTIFICATION

Product identifier used on the label : Dr Js Natural Alcohol Wipes

Product Code(s) : 856047006488
Premoistened Wipes
Canister: 100 Count /160
Count

Recommended use of the chemical and restrictions on use
: Cleansing & Sanitization Applications
Restriction on use: None known

Chemical family Mixture.

Name, address, and telephone number of the supplier:

QYK Brands LLC
12101 Western Ave
Garden Grove CA 92841

Name, address, and telephone number of the manufacturer:

QYK Brands LLC
3373 East La Palma Ave
Anaheim CA 92806

Supplier's Telephone # : 949-312-7119
24 Hr. Emergency Tel # : 1-888-586-6386

SECTION 2. HAZARDS IDENTIFICATION

Classification of the chemical

Towelette / pad saturated with clear, colourless liquid. Fresh Scent.

This product is sold as a personal care item that is safe for consumers and other users under normal and reasonably foreseeable use. As such, it is not regulated under Hazcom 2012/WHMIS 2015 labeling and SDS requirements do not apply.

Label elements

Hazard pictogram(s)

None required under U.S. OSHA Hazcom 2012 and Canadian WHMIS 2015 regulations.

Signal Word

Not required

Hazard statement(s)

Not required

Precautionary statement(s)

Not required

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Chemical name	Common name and synonyms	CAS #	Concentration (% by weight)
---------------	--------------------------	-------	-----------------------------

SAFETY DATA SHEET

Ethanol	Ethyl alcohol Ethyl hydrate	64-17-5	70.0 - 75.0
Triethanolamine	N,N,N-Triethanolamine	102-71-6	<1

SECTION 4. FIRST-AID MEASURES

Description of first aid measures

- Ingestion* : Harmful effects are not expected under normal usage.
- Inhalation* : Harmful effects are not expected under normal usage.
- Skin contact* : Harmful effects are not expected under normal usage. If skin irritation or rash occurs: Get medical advice/attention.
- Eye contact* : If in eyes: Rinse cautiously with water for several minutes. If eye irritation persists: get medical advice/attention.

Most important symptoms and effects, both acute and delayed

- : None expected, when used as intended.

Indication of any immediate medical attention and special treatment needed

- : Treat symptomatically.

SECTION 5. FIRE-FIGHTING MEASURES

Extinguishing media

- Suitable extinguishing media* : Dry chemicals. Foam. Carbon dioxide (CO₂). Water or fog spray.
- Unsuitable extinguishing media* : Do not use water jet as extinguisher, as this will spread the fire.

Special hazards arising from the substance or mixture / Conditions of flammability

- : Flammable liquid and vapor.

Flammability classification (OSHA 29 CFR 1910.106)

- : Flammable Liquids - Category 3

Hazardous combustion products

- : Carbon oxides

Special protective equipment and precautions for firefighters

- Protective equipment for fire-fighters* : Firefighters should wear an approved full-face, self-contained breathing apparatus (SCBA) and impervious clothing.
- Special fire-fighting procedures* : Cool containers exposed to heat with water spray and remove container, if no risk is involved.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

- : Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Wear appropriate personal protective equipment.

Environmental precautions

- : Avoid release to the environment.

Methods and material for containment and cleaning up

- : Wipe up with absorbent material (e.g. cloth, fleece).

Special spill response procedures

- : Not applicable.

SECTION 7. HANDLING AND STORAGE

Precautions for safe handling

- : Keep away from heat, hot surfaces, sparks, open flames and other ignition sources - No smoking. Do not ingest or swallow. Observe good industrial hygiene practices.

SAFETY DATA SHEET

Conditions for safe storage : Keep containers closed when not in use.
Incompatible materials : Strong oxidizing agents. Acids.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Limits:				
<u>Chemical Name</u>	<u>ACGIH TLV</u>		<u>OSHA PEL</u>	
	<u>TWA</u>	<u>STEL</u>	<u>PEL</u>	<u>STEL</u>
Ethanol	N/Av	1000 ppm	1000 ppm (1900 mg/m ³)	N/Av
Triethanolamine	5 mg/m ³	N/Av	N/Av	N/Av

Exposure controls

Ventilation and engineering measures

: None required under normal conditions.

Respiratory protection

: None required under normal conditions.

Skin protection

: None required under normal conditions.

Eye / face protection

: None required under normal conditions.

Other protective equipment

: None required when used as intended.

General hygiene considerations

: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : Towelette / pad saturated with clear, colourless liquid.

Odour : Fresh Scent.

Odour threshold : Not available.

pH : 5-10

Melting/Freezing point : Not available.

Initial boiling point and boiling range

: Not available.

Flash point : 27.2°C (81°F)

Flashpoint (Method) : Closed cup

Evaporation rate (BuAe = 1) : Not available.

Flammability (solid, gas) : Not applicable.

Lower flammable limit (% by vol.)

: 3.3%

Upper flammable limit (% by vol.)

: 19%

Oxidizing properties : Not applicable

Explosive properties : Not explosive

Vapour pressure : Not available.

Vapour density : Not available.

Relative density / Specific gravity

: 0.89

Solubility in water : Complete

SAFETY DATA SHEET

Other solubility(ies) : Not available.
Partition coefficient: n-octanol/water or Coefficient of water/oil distribution : Not available.
Auto-ignition temperature : Not available.
Decomposition temperature : Not available.
Viscosity : Not available.
Volatiles (% by weight) : Not available.
Volatile organic Compounds (VOC's) : Not available.
Absolute pressure of container : Not available.
Flame projection length : Not available.
Other physical/chemical comments : None known or reported by the manufacturer.

SECTION 10. STABILITY AND REACTIVITY

Reactivity : The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability : Material is stable under normal conditions.
Possibility of hazardous reactions : Hazardous polymerization does not occur.
Conditions to avoid : Keep away from heat, sparks and open flames.
Incompatible materials : See Section 7 (Handling and Storage) for further details.
Hazardous decomposition products : See Section 5 (Fire Fighting Measures).

SECTION 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure:

Routes of entry inhalation : YES
Routes of entry skin & eye : YES
Routes of entry Ingestion : YES
Routes of exposure skin absorption : YES

Potential Health Effects:

Signs and symptoms of short-term (acute) exposure

Sign and symptoms Inhalation

: None expected, when used as intended.

Sign and symptoms ingestion

: None expected, when used as intended.

Sign and symptoms skin

: None expected, when used as intended.

Sign and symptoms eyes

: None expected, when used as intended. Direct eye contact may cause irritation. Symptoms may include tearing, redness and discomfort.

Potential Chronic Health Effects

: None expected, when used as intended.

Mutagenicity

: Not expected to be mutagenic.

Carcinogenicity

: This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

SAFETY DATA SHEET

Reproductive effects & Teratogenicity

: This product is not expected to cause reproductive or developmental effects.

Sensitization to material

: Not expected to be a skin or respiratory sensitizer.

Specific target organ effects : None expected, when used as intended.

Medical conditions aggravated by overexposure

: None reported by the manufacturer.

Synergistic materials

: None reported by the manufacturer.

Toxicological data

: See below for individual ingredient acute toxicity data.

<u>Chemical name</u>	<u>LC₅₀(4hr)</u> <u>inh, rat</u>	<u>LD₅₀</u>	
		<u>(Oral, rat)</u>	<u>(Rabbit, dermal)</u>
Ethanol	> 32 380 ppm (61 mg/L) (vapour)	7060 mg/kg	> 15 800 mg/kg
Triethanolamine	N/Av	6110 mg/kg	> 2000 mg/kg (No mortality)

Other important toxicological hazards

: None known or reported by the manufacturer.

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

: The product is not classified as environmentally hazardous. Avoid release to the environment.

Ecotoxicity data:

<u>Ingredients</u>	<u>CAS No</u>	<u>Toxicity to Fish</u>		
		<u>LC₅₀ / 96h</u>	<u>NOEC / 21 day</u>	<u>M Factor</u>
Ethanol	64-17-5	> 100 mg/L (Fathead minnow)	N/Av	None.
Triethanolamine	102-71-6	11 800 mg/L (Fathead minnow)	N/Av	None.

<u>Ingredients</u>	<u>CAS No</u>	<u>Toxicity to Daphnia</u>		
		<u>EC₅₀ / 48h</u>	<u>NOEC / 21 day</u>	<u>M Factor</u>
Ethanol	64-17-5	5012 mg/L (Daphnia magna)	N/Av	None.
Triethanolamine	102-71-6	609.88 mg/L [Ceriodaphnia (water flea)]	16 mg/L	None.

<u>Ingredients</u>	<u>CAS No</u>	<u>Toxicity to Algae</u>		
		<u>EC₅₀ / 96h or 72h</u>	<u>NOEC / 96h or 72h</u>	<u>M Factor</u>
Ethanol	64-17-5	1000 mg/L/96hr (Green algae)	N/Av	None.
Triethanolamine	102-71-6	216 mg/L/72hr (Green algae)	N/Av	None.

SAFETY DATA SHEET

Persistence and degradability

: Not available.

Bioaccumulation potential

: Not available.

<u>Components</u>	<u>Partition coefficient n-octanol/water (log Kow)</u>	<u>Bioconcentration factor (BCF)</u>
Ethanol (CAS 64-17-5)	- 0.31	N/Av
Triethanolamine (CAS 102-71-6)	- 1.59	< 3.9 (common carp)

Mobility in soil

: Not available.

Other Adverse Environmental effects

: None known or reported by the manufacturer.

SECTION 13. DISPOSAL CONSIDERATIONS

Handling for Disposal

: Dispose of in accordance with local regulations.

Methods of Disposal







: Dispose of in accordance with local regulations.

RCRA

: Not applicable.

SAFETY DATA SHEET

SECTION 14. TRANSPORT INFORMATION

Regulatory Information	UN Number	UN proper shipping name	Transport hazard class(es)	Packing Group	Label
49CFR/DOT	UN3175	SOLIDS CONTAINING FLAMMABLE LIQUID, N.O.S.	not regulated	II	
49CFR/DOT Additional information	The premoistened towellette may be shipped as not regulated according to:Special provision 47 allows for UN3175, Solids, Containing flammable liquid, N.O.S. in sealed packages, containing less than 10 ml to be exempted from the regulations, provided there is no free liquid in the packet.				
ICAO/IATA	UN3175	Solids containing flammable liquid, n.o.s.	not regulated	II	
ICAO/IATA Additional information	The premoistened towellette may be shipped as not regulated according to:Special provision A46 allows for UN 3175, Solids, Containing flammable liquid, N.O.S. in sealed packages, containing less than 10 ml to be exempted from the regulations, provided there is no free liquid in the packet.				
49CFR/DOT	UN1170	ETHANOL SOLUTION	LQ ground	III	
49CFR/DOT Additional information	The canisters may be shipped as a Limited Quantity when transported in containers no larger than 5 L (1.3 gallons); in packages not exceeding 30 kg (66 pounds) gross mass. Refer to 49 CFR Section 173.150.				
ICAO/IATA	UN1170	Ethyl alcohol solution	3	III	 
ICAO/IATA Additional information	The canister may be shipped as a Limited Quantity when transported in containers no larger than 5 L (1.3 gallons); in packages not exceeding 30 kg (66 pounds) gross mass.				
IMDG	UN1170	ETHANOL SOLUTION	LQ ground	III	
IMDG Additional information	The canisters may be shipped as a Limited Quantity when transported in containers no larger than 5 L (1.3 gallons); in packages not exceeding 30 kg (66 pounds) gross mass.				

Special precautions for user : Appropriate advice on safety must accompany the package.

Environmental hazards : This product does not meet the criteria for an environmentally hazardous mixture, according to the IMDG Code. See Section 12 for more environmental information.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

: Not established.

SECTION 15 - REGULATORY INFORMATION

US Federal Information:

Components listed below are present on the following U.S. Federal chemical lists:

SAFETY DATA SHEET

<u>Ingredients</u>	CAS #	TSCA Inventory	CERCLA Reportable Quantity(RQ) (40 CFR 117.302):	SARA TITLE III: Sec. 302, Extremely Hazardous Substance, 40 CFR 355:	SARA TITLE III: Sec. 313, 40 CFR 372, Specific Toxic Chemical	
					Toxic Chemical	de minimus Concentration
Ethanol	64-17-5	Yes	None.	None.	No	N/Ap
Triethanolamine	102-71-6	Yes	N/Ap	N/Ap	No	N/Ap

SARA TITLE III: Sec. 313, Toxic Chemicals Notification, 40 CFR 372: None. Under SARA Sections 311 and 312, the EPA has established threshold quantities for the reporting of hazardous chemicals. The current thresholds are 500 pounds or the threshold planning quantity (TPQ), whichever is lower, for extremely hazardous substances and 10,000 pounds for all other hazardous chemicals.

US State Right to Know Laws:

The following chemicals are specifically listed by individual States:

<u>Ingredients</u>	CAS #	California Proposition 65		State "Right to Know" Lists					
		Listed	Type of Toxicity	CA	MA	MN	NJ	PA	RI
Ethanol	64-17-5	No	N/Ap	Yes	Yes	Yes	Yes	Yes	Yes
Triethanolamine	102-71-6	No	N/Ap	No	Yes	Yes	Yes	Yes	Yes

Canadian Information:

All components of this product are on the Canadian DSL list.
WHMIS Classification: See Section 2.

International Information:

Components listed below are present on the following International Inventory list:

<u>Ingredients</u>	CAS #	European EINECS	Australia AICS	Philippines PICCS	Japan ENCS	Korea KECI/KECL	China IECSC	New Zealand IOC
Ethanol	64-17-5	200-578-6	Present	Present	(2)-202	KE-13217	Present	HSR001144
Triethanolamine	102-71-6	203-049-8	Present	Present	(2)-308	KE-25940	Present	HSR002785

SECTION 16. OTHER INFORMATION

Legend

- : ACGIH: American Conference of Governmental Industrial Hygienists
- CA: California
- CAS: Chemical Abstract Services
- CEPA: Canadian Environmental Protection Act
- CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act of 1980
- CFR: Code of Federal Regulations
- CPR: Controlled Products Regulation
- CSA: Canadian Standards Association
- DOT: Department of Transportation
- DSL: Domestic Substances List
- EPA: Environmental Protection Agency
- HMIS: Hazardous Materials Identification System
- HPA: Hazardous Products Act

SAFETY DATA SHEET

HSDB: Hazardous Substances Data Bank
 IARC: International Agency for Research on Cancer
 IATA: International Air Transport Association
 ICAO: International Civil Aviation Organisation
 IMDG: International Maritime Dangerous Goods
 Inh: Inhalation
 LC: Lethal Concentration
 LD: Lethal Dose
 MA: Massachusetts
 MN: Minnesota
 N/Ap: Not Applicable
 N/Av: Not Available
 NFPA: National Fire Protection Association
 NIOSH: National Institute of Occupational Safety and Health
 NJ: New Jersey
 NOEC: No observable effect concentration
 NTP: National Toxicology Program
 OECD: Organisation for Economic Co-operation and Development
 OEL: National occupational exposure limits
 OSHA: Occupational Safety and Health Administration
 PA: Pennsylvania
 PEL: Permissible exposure limit
 PPE: Personal Protective Equipment
 RCRA: Resource Conservation and Recovery Act
 RI: Rhode Island
 RQ: Reportable Quantity
 RTECS: Registry of Toxic Effects of Chemical Substances
 SARA: Superfund Amendments and Reauthorization Act
 SDS: Safety Data Sheet
 STEL: Short Term Exposure Limit
 TDG: Canadian Transportation of Dangerous Goods Act & Regulations
 TLV: Threshold Limit Values
 TWA: Time Weighted Average
 WEL: Workplace Exposure Limit
 WHMIS: Workplace Hazardous Materials Identification System

References

1. ACGIH, Threshold Limit Values for Chemical Substances and Physical Agents & Biological Exposure Indices for 2016
2. International Agency for Research on Cancer Monographs, searched 2017
3. Canadian Centre for Occupational Health and Safety, CCInfoWeb databases, 2017 (Chempendium, HSDB and RTECs).
4. Material Safety Data Sheets from manufacturer.
5. US EPA Title III List of Lists - 2017 version.
6. California Proposition 65 List - 2017 version.
7. OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2017.

Preparation Date (mm/dd/yyyy)

: 05/09/2020

Reviewed Date SDS (dd/mm/yyyy)

: 05/09/2020

Revision No.

: 1

Revision Information

:

Other special considerations for handling

: Provide adequate information, instruction and training for operators.

QYK

SURFACE DISINFECTANT WIPES

Product Information:
Quaternary Ammonium Formulation





- Antimicrobial wipes effective against over 45 organisms² including SARS CoV 2.
- Ammonia & Bleach free formulation that delivers Non-Acidic Disinfection & Cleaning.
- For use in Healthcare, Institutional & Residential Sites**.
- Safe for use on a variety of surfaces⁴ without need for PPE.
- Strong non-abrasive wipes for Heavy Duty cleaning.

Active Ingredients:

Octyl decyl dimethyl ammonium chloride	0.0909%
Diocetyl dimethyl ammonium chloride	0.0364%
Didecyl dimethyl ammonium chloride	0.0545%
Alkyl (C14, 50%; C12, 40%; C16, 10%) dimethyl benzyl ammonium chloride	0.1212%
Other Ingredients:.....	99.6970%
TOTAL:	100.0000%



Use Areas:

Healthcare Facilities

Hospitals, sick rooms

Food Processing, Service, Retail

USDA inspected food processing facilities, food processing plants, food storage areas, restaurants

Professional

Barber shops, salons, dental offices

Institutional & Industrial, Janitorial

Hotels, Motels, Athletic facilities, Colleges, Correctional facilities, Office buildings, Day care centers, Factories, Nurseries, Schools

Transportation

Airplanes, Airports, Ambulances, Boats, Buses, Campers, Cars, Emergency vehicles, Mobile homes, Ships, Taxis, Trailers, Trains, Transportation terminals

Consumer

Residential Homes

Use Surfaces:

General

- Bathroom fixtures • Bathtubs (fiberglass)
- Cabinets • Cages • Chairs • Computer keyboards
- Counters (countertops) • Desks
- Diaper changing tables / counters
- Diaper pails
- Door knobs • Equipment tables
- Faucets • Faucet handles
- Floors • Garbage cans
- Glass • High chairs • Lab benches
- Linoleum • Light switches • Laminate
- Flooring • Refrigerators (exteriors)
- Sealed floors • Showers • Shopping cart
- Handles • Sinks • Storage areas • Stoves
- Tables • Tanning beds • Telephones
- Exterior toilet bowl surfaces
- Toilet seats • Toys • Tub walls • Tubs
- Tiles and glazed walls

Other hard nonporous surfaces made of:

- ABS • Acrylic • LDPE • HDPE
- Plastic (PS, PP) • Polycarbonate • PVC
- Vinyl and plastic
- Aluminum • Brass • Chrome • Metal
- Stainless steel
- Finished woodwork
- Glass • Glazed ceramic
- Glazed enameled surfaces
- Glazed porcelain
- Sealed granite • Sealed marble
- Sealed quartz • Sealed stone
- Upholstery

Medical

Washable hard, nonporous surfaces of:

Non-critical medical device surfaces:

- Amalgamators and dental curing lights
- Ambulance equipment surfaces
- Anesthesia machines and respiratory therapy equipment
- Apheresis machines
- Bed frames
- Bed rails
- Beds Medical / Hospital
- Bladder scan
- Blood glucose meters
- Cardiac gym equipment
- Crutches
- Defibrillators
- Dental chairs
- Dental countertops
- Dental unit instrument trays
- Diagnostic equipment
- Dialysis machines
- Dopplers
- Electronic thermometers
- Endodontic equipment such as apex locators
- Gurneys
- Infant incubators (interior and exterior surfaces)
- Infant warmers (interior and exterior surfaces)
- Isolettes
- IV poles IV pumps
- Laboratory equipment and surfaces
- Loupes
- Medical / Hospital Lamps
- Medical / Hospital Scales
- Medical Examining tables
- Non-critical hospital / medical equipment surfaces
- Operating room tables and lights
- Operatory light switches
- Ophthalmoscopes
- Otoscopes
- Oxygen hoods
- Patient lift equipment
- Patient monitoring equipment
- Patient support and delivery equipment
- Physical therapy (PT) equipment surfaces
- Pulp testers and motors
- Pulse oximeter
- Radiology equipment
- Rescue tools
- Resuscitators
- Slit lamps
- Spine back boards
- Stands
- Stethoscopes
- Stools
- Stretchers
- Telemetry equipment
- Tympanic thermometers
- Ultrasound monitors
- Ultra-sound transducers and equipment
- Ultrasound transducers and probes
- Walkers
- Wheel chairs



Effective Against:

Bacteria

(4 Minutes Contact Time)

Pseudomonas aeruginosa
Salmonella enterica
Staphylococcus aureus
Acinetobacter baumannii
Burkholderia cepacia
Campylobacter jejuni
Corynebacterium ammoniagenes
Enterobacter aerogenes
Enterococcus faecalis
Enterococcus faecalis- Vancomycin Resistant [VRE]
Escherichia coli
Escherichia coli O157:H7
ESBL Escherichia coli –
Klebsiella pneumoniae
Legionella pneumophila
Listeria monocytogenes
Salmonella schottmuelleri
Salmonella typhi
Serratia marcescens
Shigella dysenteriae
Staphylococcus aureus - Community Associated
Methicillin-Resistant CA-MRSA [USA300 / 400]
Staphylococcus aureus - Methicillin-Resistant MRSA
Staphylococcus aureus - Multi-Drug Resistant
Staphylococcus aureus-Vancomycin Intermediate
Resistant – VISA
Streptococcus pyogenes
Vibrio cholerae

Viruses

(1 Minute Contact Time)

HIV-1 (AIDS Virus)

Viruses

(4 Minutes Contact Time)

SARS-Related Coronavirus 2 (SARS-CoV-2) (cause of COVID-19)
Hepatitis B Virus [HBV]
Hepatitis C Virus [HCV]
Herpes Simplex Virus Type 1
Herpes Simplex Virus Type 2
Human Coronavirus
Influenza Type A Virus / Brazil [Influenza] [[the] Flu [Virus]]
Influenza A Virus H1N1
2013 Influenza A Virus (H7N9)
SARS Associated Coronavirus [SARS] [cause of Severe Acute Respiratory Syndrome]
Vaccinia Virus

Viruses

(10 Minutes Contact Time)

Norwalk Virus [Feline Calicivirus] [Norovirus] *Respiratory Syncytial Virus [RSV]
Rotavirus

Animal Viruses

(4 Minutes Contact Time)

Avian Influenza Virus H3N2
Avian Influenza Virus H5N1
Canine Distemper Virus
Newcastle's Disease Virus
Pseudorabies Virus

Animal Viruses

(10 Minutes Contact Time)

Feline Calicivirus

Available Sizes

100 Ct Canisters:

Industry Leading Strong Easy Dispense Canisters, with Moisture lock lid

- 100 Wipes Per Canisters
- Wipe Size: 6" x 8"
- Gross Weight Per Canister: 1.6 Lbs
- Standard Case Quantity: 12 Canisters

160 Ct Canisters:

Industry Leading Strong Easy Dispense Canisters, with Moisture lock lid

- 160 Wipes Per Canisters
- Wipe Size: 6" x 6.66"
- Gross Weight Per Canister: 2.2 Lbs
- Standard Case Quantity: 12 Canisters



Flexipouch:

Easy and Convenient flexible soft pouches with resealable cover

- **10 Wipes Per Flexipouch**
- **Wipe Size: 5" x 7"**
- **Gross Weight Per Pouch: 6oz**
- **Standard Case Quantity: 150 Pouches**

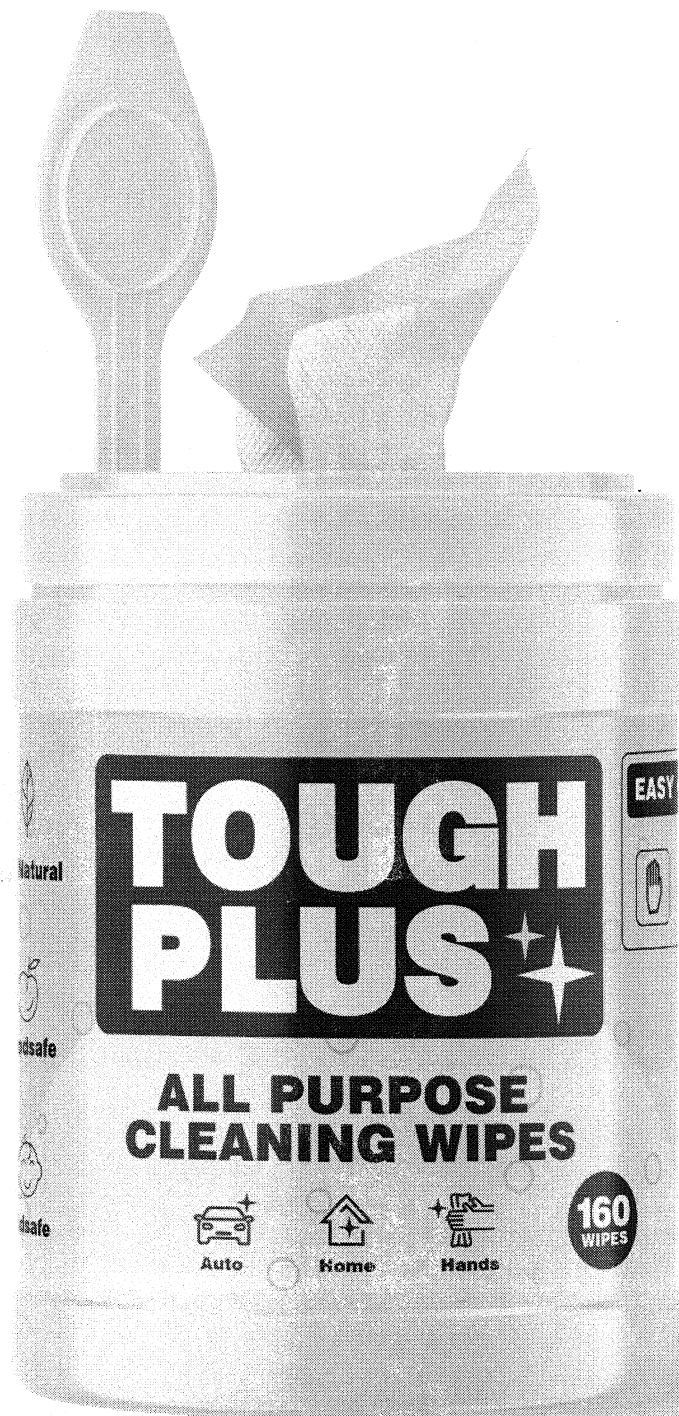


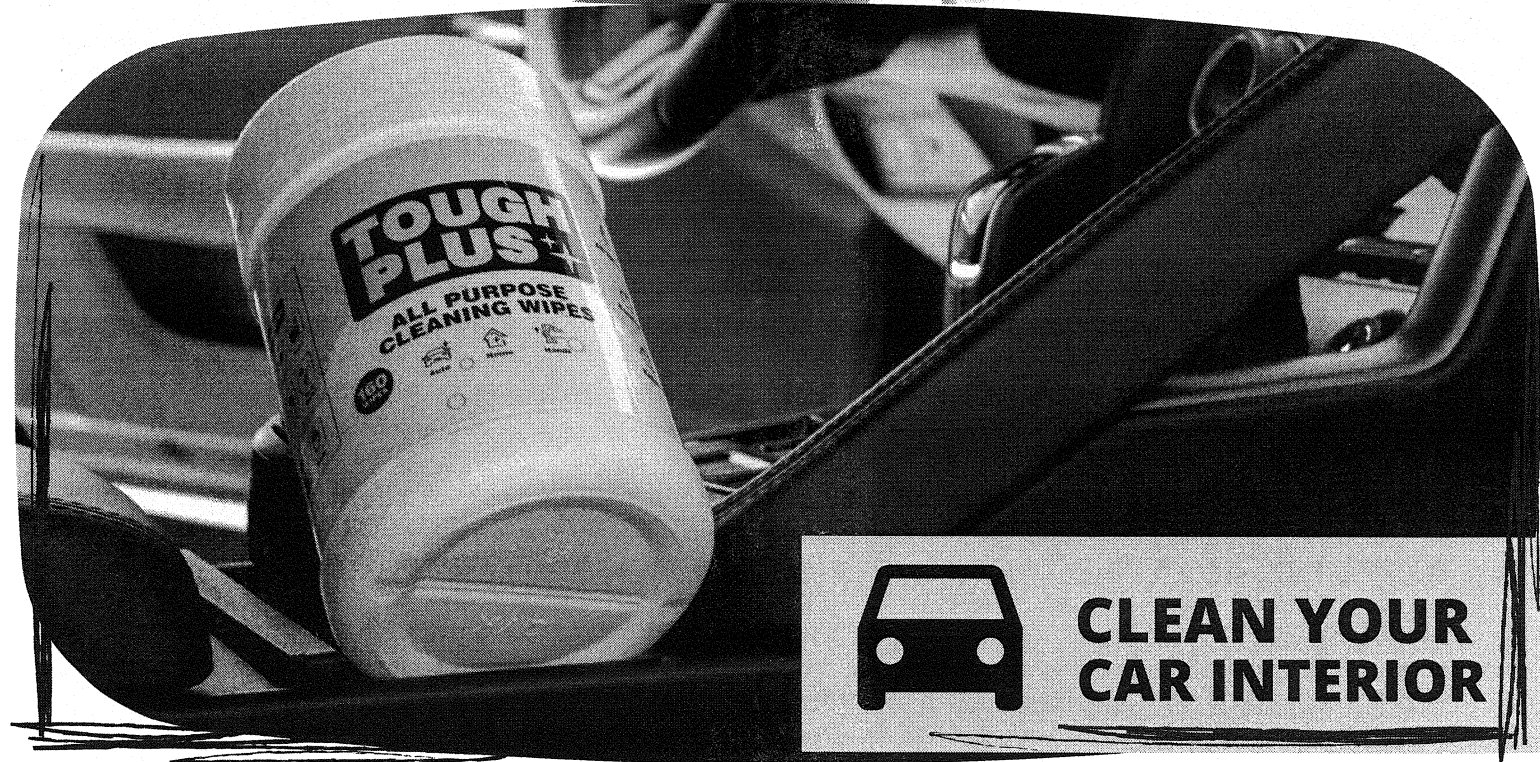
Jumbo Tubs:

Easy dispense tubs with extra large wipes

- **400 Wipes Per Tub**
- **Wipe Size: 8" x 10"**
- **Gross Weight Per Pouch: 5lbs**
- **Standard Case Quantity: 2 Tubs**







**CLEAN YOUR
CAR INTERIOR**



TOUGH
ON DIRT



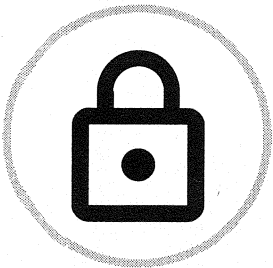
GENTLE
ON HANDS



**NO HARSH
CHEMICALS**



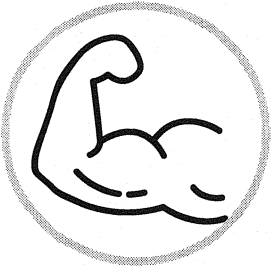
NO DYES



**100%
SEALED LID**



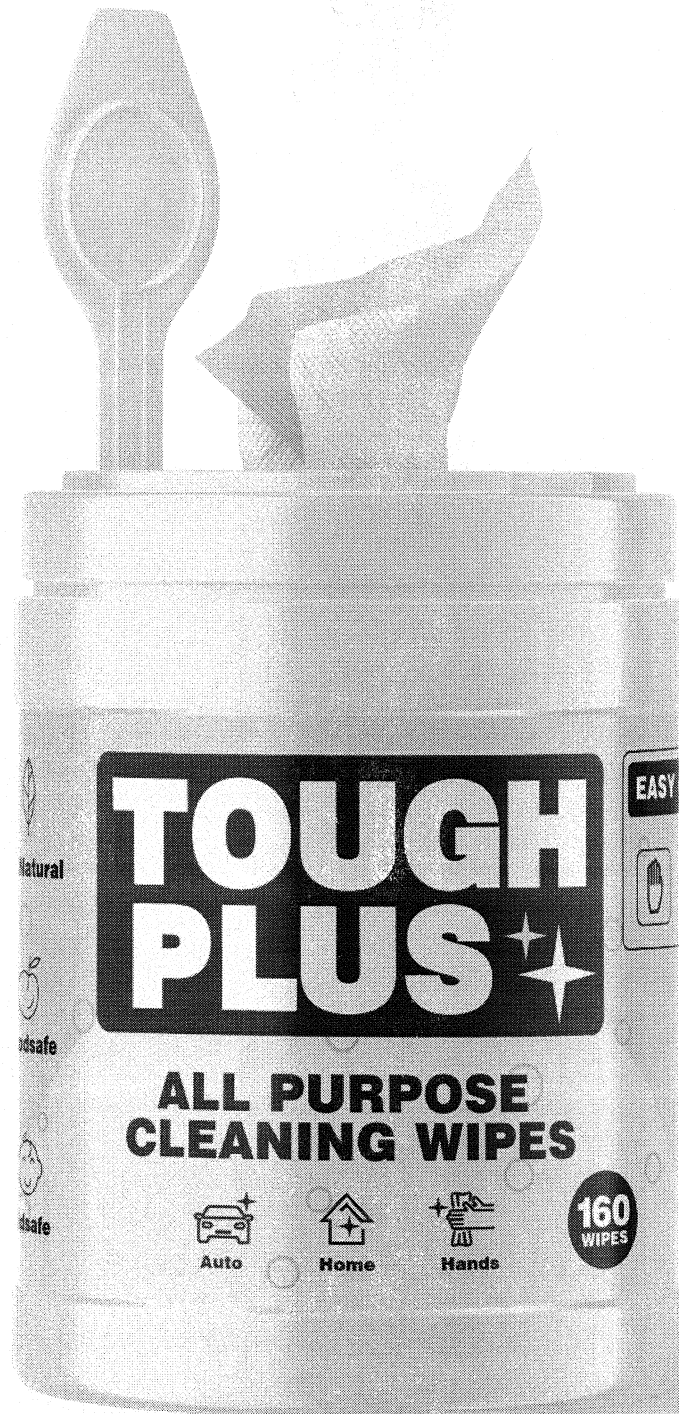
**SAFE FOR MOST
HOUSEHOLD
SURFACES**



**1.5X
STRONGER**



HANDSAFE



TOUGH ON:



OIL



PAINT



GRIME



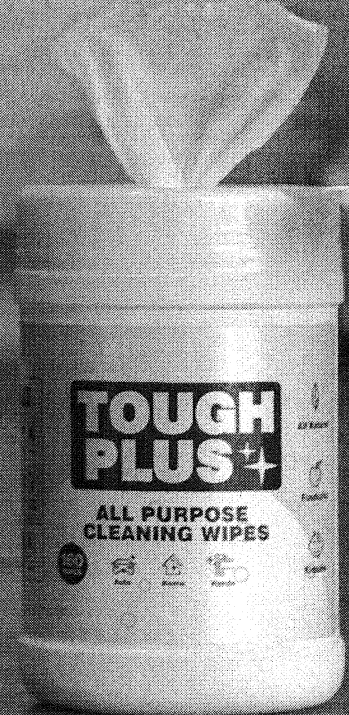
FOOD
STAINS



GLUE



GREASE



TOUGH PLUS WIPES



**Tough on oil, grease,
food stains & more!**

Tough Plus wipes work to remove messes & stains in your home, your car, your workplace ... EVERYWHERE!



**No Gloves Needed -
Safe for Hands!**

With no dyes or harsh chemicals, Tough Plus wipes are also safe to use on your hands! NO GLOVES NEEDED!



**Heavy-Duty Wipes
Non-Drying Formula**

With wipes 1.5x stronger and all natural ingredients, Tough Plus Wipes will clean all surfaces - home, auto & industrial use!



Manufactured in the USA

Tough Plus wipes are exclusively manufactured by QYK Brands, the fourth largest manufacturer of wet wipes in the US.



Safety Data Sheet

Version: 1.09

Revised: 03/19/2021

1. Product & Company Information

Product Name: Dr J's (Surface) Disinfecting Wipes/ TOWL
(Surface) Disinfectant Wipes / QYK (Surface)
Disinfectant Wipes

Product Identification Number(s): 793869627210, 27, 34, 41, 58, 65, 72, 89,96

Company Name & Address: QYK Brands LLC
12101 Western Ave
Garden Grove CA 92841

Emergency Phone: 833-795-7664

2. Hazards Identification

These are non-hazardous products under GHS guidelines 29 CFR 1910.1200

No medical conditions are known to be aggravated by exposure to this product.

HMIS: Health: 0 Flammability: 0 Reactivity: 0 Personal Protection: None

Hazard Classification: Water-based Liquid – **Not Flammable**

Signal Word: Not applicable.

Hazard Statements: Not applicable.

Pictograms: Not applicable.

Precautionary Statements:

Eye Contact: May cause eye irritation.
Skin Contact: No irritation or reaction expected.
Inhalation: Not applicable.
Ingestion: May cause upset stomach, nausea (Abnormal entry route).
Carcinogenicity: None of the materials in this product are on the IARC, OSHA, or NTP
carcinogen lists.

Description of any hazards not otherwise classified: Not applicable.

Ingredient(s) with unknown toxicity: Not applicable.



Safety Data Sheet

Version: 1.09

Revised: 03/19/2021

3. Ingredients / Composition

Ingredient Name	CAS Number	Approximate Weight %
Octyl decyl dimethyl ammonium chloride	32426-11-2	0.0909%
Diocetyl dimethyl ammonium chloride	5538-94-3	0.0364%
Didecyl dimethyl ammonium chloride	68424-95-3	0.0545%
Alkyl (C14, 50%; C12, 40%; C16, 10%) dimethyl benzyl ammonium chloride	68424-85-1	0.1212%
Inert Ingredients		99.697 %

4. First Aid Measures

Eye Contact: Do not rub eyes. Flush eyes thoroughly with water for 15 minutes. If the condition worsens or irritation persists, contact a physician.

Skin Contact: Not applicable.

Inhalation: Not applicable.

Ingestion: Do not induce vomiting. Contact a physician or Poison Control Center.

5. Fire Fighting Measures

Suitable extinguishing media: SMALL FIRES: Any extinguisher suitable for Class B fires, dry chemical, CO₂, water spray or fire fighting foam. LARGE FIRES: Water spray, fog or fire fighting foam. Water may be ineffective for fighting the fire, but may be used to cool fire exposed containers. Keep containers and surroundings cool with water spray.

Specific hazards during fire fighting: Firefighters must be equipped with full protective gear including self-contained breathing apparatus.

Special protective equipment for fire-fighters: Firefighting activities that may result in potential exposure to high heat, smoke or toxic by-products of combustion should require NIOSH/MSHA- approved pressure-demand self-contained breathing apparatus with full facepiece and full protective clothing. **Further information:** None



Safety Data Sheet

Version: 1.09

Revised: 03/19/2021

6. Accidental Release Measures

Personal precautions: Ventilate the area.

Environmental precautions: Not applicable.

Methods for cleaning up: Water clean up and rinse. May cause slippery surfaces.

7. Handling and Storage

Precautions for safe handling: Store at normal room temperature away from reach of small children.

Conditions for safe storage, including incompatibilities: Keep containers sealed. Use older containers first. Avoid freezing conditions.

8. Exposure Controls / Personal Protection

Eye Protection: None required under normal conditions. Skin Protection: None required under normal conditions. Respiratory Protection: None required under normal conditions. Ventilation: None required under normal conditions. Protective Equipment or Clothing: None required under normal conditions.

9. Physical and Chemical Properties

Appearance:	Towelette impregnated with clear liquid
pH Value:	7.0 - 9.0
Viscosity:	Not Applicable
Odor:	Dependent on fragrance
Initial boiling point & range	
Flash Point (liquid):	>201°F (closed cup)
Boiling Point:	Not known
Melting or Freezing Point:	Not known
Upper explosive limit	Not known
Lower explosive limit	Not known
Vapor Density (Air=1):	Not known
Vapor Pressure (mm Hg):	Not known
Percent Volatile (by weight):	<1.0
Solubility in Water:	Soluble
Evaporation Rate:	Not known
Density:	8.32 lbs/gal

*Tested using the liquid component of the towelette.



Safety Data Sheet

Version: 1.09

Revised: 03/19/2021

10. Stability & Reactivity

Reactivity: Stable under normal use and storage conditions.

Possibility of hazardous reactions: Stable under normal use and storage conditions.

Conditions to avoid: Do not store near heat or open flame.

11. Toxicological Information

No acute or chronic toxic effects expected when used according to directions.

12. Ecological Considerations

No ecological or special considerations when used according to directions. Not considered environmentally harmful from normal dilution, expected usage and typical drainage to sewers, septic systems and treatment plants.

13. Disposal Considerations

Disposal Instructions: Characteristic is non-hazardous. Dispose according to local, state and Federal regulations.

14. Transport Restrictions

DOT: Not restricted per 49 CFR 173.120(a)(5). Not regulated for transport by IATA.

15. Regulatory Information

Complies with all current federal regulations. EPA Registration # 97092-2

Check for State Registrations.

Disclaimer: The information contained herein is accurate to the best of our knowledge. QYK Brands LLC makes no warranty of any kind, express or implied, concerning the safe use of this material in your process or in combination with other substances.



PCA: Product Information

PCA contains 5 major health benefits: antioxidant, anti-inflammatory, antibacterial, antiviral & antibiotic (broad spectrum).

PCA's 17 US patents support the various properties of this ingredient including US Patent 10,959,969, which has shown to protect against and kill COVID-19 for 24 hours.

PCA kills any bacteria & viruses present and the residual crystal coating remains to protect ALL DAY LONG!

Keep your home, environment & health free of bacteria & viruses with PCA!!!

PRODUCTS AVAILABLE AT: www.DrJsNatural.com

COMING SOON TO: HomeDepot.com / Amazon.com / Walmart.com / Sephora / TV Infomercials

All PCA products are exclusively manufactured at QYK Brands.

17 US Patents for PCA

FOR MORE PATENT INFORMATION VISIT THE OFFICIAL US PATENT WEBSITE

<https://patft.uspto.gov/netahtml/PTO/srchnum.htm>

8,263,069 Anthocyanins & anthocyanidins (precursor of growth hormone...)

9,486,468 Secured the intra-articular injection route

9,498,413 Broad spectrum antibiotics properties & wound healing

9,925,152 Collagen proliferation (wrinkle treatment) & scar reduction

9,968,623 PCA can only be manufactured by the owner of this patent

9,987,296 A continuation of #9,925,152 with intra-articular injection

10,004,705 Destruction of biofilms of MRSA and Pseudomonas

10,004,706 An expansion of #10,004,705

10,016,380 Expanded formula for treatment of implants to include PCA...

10,034,842 Chemical formulation for medical, surgical and dental implants

10,143,670 PCA used to coat a bandage or dressing at the time of treatment

10,265,285 Cited PCA as an antibacterial for Propionibacterium acnes

10,292,946 Extended use of PCA to the food industry

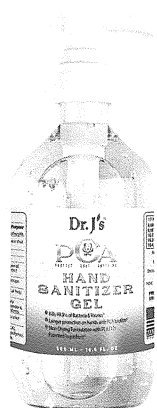
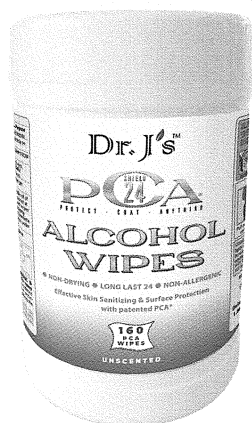
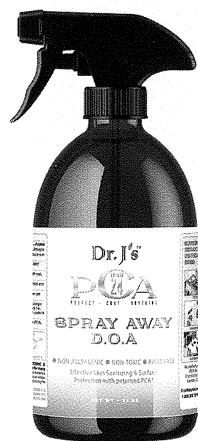
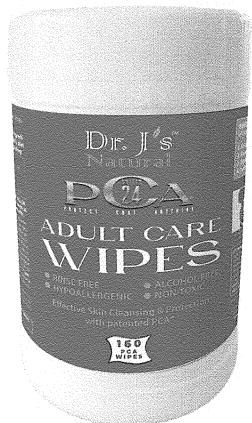
10,398,664 Non-surgical treatment method infected total joints

10,426,747 Pre-operative skin disinfection method using PCA

10,772,860 Included disinfectant and sanitizer use with antimicrobial coating

10,959,969 The treatment of COVID-19 with PCA for up to 24 hours

PROTECT + COAT ANYTHING WITH PCA PRODUCTS



CLEAN & DISINFECT

- Spray Away D.O.A.
- Alcohol Wipes
- Hand Sanitizer Gel
- Adult Care Wipes
- Face Mist Toner

HEALTH & WELLNESS

- Shine Bright (Vitamin D3 + K2)
- Follow Your Gut (Gut Health)
- Total Wellness
- Collagen Refresh

PRODUCTS COMING SOON:

- Fresh Face (Makeup Removal Wipes)
- Baby Love (Baby Wipes)
- Pamper Your Pet (Pet Wipes)



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info@drjsnatural.com

Major Health Benefits:

NON-TOXIC

NON-ALLERGENIC

NON-MUTAGENIC

ANTIOXIDANTS

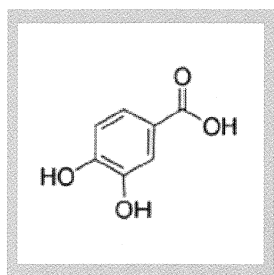
ANTI-INFLAMMATORY

BROAD SPECTRUM ANTIBIOTIC

ANTIBACTERIAL

ANTIVIRAL

A Natural Ingredient



Protocatechuic acid (PCA) is found throughout nature: rivers, lakes, soil, trees, plants, fruits and vegetables. It is common to the human diet and found in the dyes that give blueberries and cherries their distinct color. PCA is classified as a nutraceutical, with a similar chemical structure to that of aspirin.

Credible, Evidence-Based Science

Two independent contract laboratories tested PCA as an antiviral reagent for SARS CoV2 (COVID-19).

The experimental method replicated the transmission of the virus in the clinical environment against a sanitizer coating of skin, masks, hard objects and ventilation filters. Results showed that the PCA crystalline coating on an article of metal, plastic and/or cloth will **kill COVID-19 on contact - effective immediately and for up to 24 hours after drying on the surface.**

Physical Disruption



The initial and unique mode of action is physical and then chemical, as PCA's unique microscopic crystal structure consists of **spear-shaped prongs that break the microbial coating**. Following the physical disruption, PCA's chemical structure continues to destroy the very DNA of the bacteria, biofilm colony or virus.





TOUGH ON



GREASE



OIL



PAINT



GRIME



FOOD STAINS



GLUE



HANDS

**EASY
ON**

Manufactured for: Dr.JsNatural
Garden Grove, CA 92841
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LOT DRTP210707

Dr. J's
Natural



FOR A HEAVY-DUTY CLEAN **ANYWHERE**

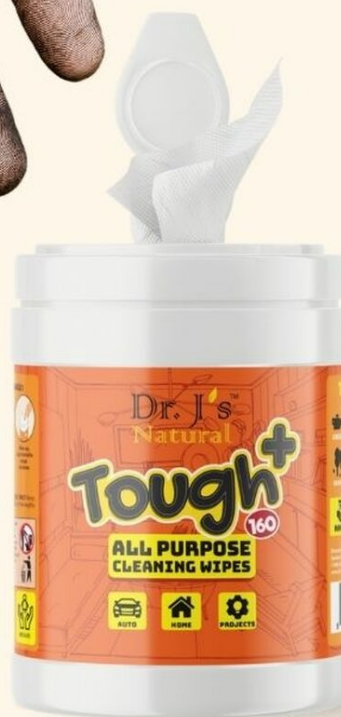
- **smudges** on the mirror
- **spilled drinks** on the counter
- **crayon marks** on the wall
- **bacon grease** on the stovetop
- **burnt food** in the grill
- **spilled paint** on the floor
- **scuff marks** on the shoes
- **residual glue** on the table

TOUGH⁺ TACKLES DIRT & GRIME

Dr. J's
Natural

**TOUGH ON
MESSSES**

**GENTLE ON
HANDS**



FOR A DURABLE CLEAN ON MULTIPLE SURFACES

- Wood
- Carpet
- Fabric
- Vinyl
- Car
- Sneakers
- Electronics
- Hands
- + more!



Dr. J's
Natural



Material Safety Data Sheet

Product code: PTPW160
Revision date: 05-01-2021

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY/UNDERTAKING

Supplier:

QYK Brands
12101 Western Ave
Garden Grove, CA 92841

Customer service telephone: 1-949-312-7119

Product name: PLUS- Tough Plus Wipes
Product code: PTPW160
Identified use: For external use only.

2. HAZARDS IDENTIFICATION

Emergency overview: Avoid contact with eyes. May cause irritation of the mucous membranes

Properties affecting health: Avoid contact with eyes.
May cause irritation of the mucous membranes

This material is not a controlled product under WHMIS.

Principle routes of exposure:

Eye Contact: Contact with eyes may cause irritation.
Skin contact: Product intended to be used on skin.
Ingestion: Not Available
Inhalation: Not Available

Physico-chemical properties: No hazards resulting from material as supplied.

Hazard information:

Target Organ(s) Not available.
Reproductive effects: No effects expected.
Mutagenic effects: No effects expected.
Sensitization: Sensitization is not expected.

Signs and symptoms: None.

Medical conditions aggravated by exposure: None known.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Components

Components	CAS Number	Synonyms	Weight %
Propylene Glycol	57-55-6	-	0.4
Glycerin	56-81-5	Glycerol	0.4
Phenoxyethanol	122-99-6	-	0.2
Methylparaben	99-76-3	-	0.1
Polysorbate	9005-65-6	-	0.1
Decyl Glucoside	58846-77-8	-	0.1

4. FIRST AID MEASURES

Eye contact:	In the case of contact with eyes, rinse immediately with plenty of water for 15 minutes and seek medical attention.
Skin contact:	If a person feels unwell or symptoms of skin irritation appear, consult a physician.
Ingestion:	If ingested, seek medical attention immediately and show the label.
Inhalation:	Move to fresh air immediately. If experiencing difficulty breathing, seek medical attention.
Protection of first-aiders:	Wear suitable gloves and eye/face protection.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media:	Use any extinguishing media which is suitable for the surrounding fire.
Extinguishing media which must not be used for safety reasons:	None.
Special protective equipment for firefighters:	Wear a self-contained breathing apparatus and full protective gear.
Specific methods:	None.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions:	Ensure adequate ventilation.
Environmental precautions:	No special environmental precautions required.
Methods for cleaning up:	Wipe up with absorbent material (e.g. cloth, fleece).

7. HANDLING AND STORAGE

Handling:	
Technical measures/precautions:	No special technical protective measures required.
Safe handling advice:	None under normal processing.
Storage:	
Technical measures/storage conditions:	Store according to labeled instructions.
Incompatible products:	No special restrictions on storage with other products.

8. EXPOSURE CONTROLS/ PERSONAL PROTECTION

Components	ACGIH (TWA - 8hr)	ACGIH (STEL)	ACGIH (Ceiling)	Skin Absorption	OSHA (TWA - 8hr)	OSHA (Ceiling)	OSHA (STEL)
Propylene Glycol (0.4%) 57-55-6	-	-	-	-	15 mg/m3	-	-
Glycerin (0.2%) 56-81-5	-	-	-	-	<10 mg/m3	-	-
Phenoxyethanol (0.4%) 122-99-6	-	-	-	-	20ppm TWA	-	-
Methylparaben (0.1%) 99-76-3	-	-	-	-	-	-	-
Polysorbate (0.1%) 9005-65-6	-	-	-	-	-	-	-
Decyl Glucoside (0.1%) 58846-77-8	-	-	-	-	-	-	-

Engineering controls:	Ensure adequate ventilation.
------------------------------	------------------------------

Personal protective equipment

Eye protection:	Eye and face protection recommended when manufacturing product.
Hand protection:	Protective gloves recommended when manufacturing product.
Skin and body protection	Wear suitable protective clothing. Wear suitable gloves and eye/face protection.
Respiratory protection:	None required.
Other/general protection:	None.

Company: QYK BRANDS
Product name: PLUS – TOUGH PLUS WIPES

Product code: PTPW160
Page 2 of 6

9. PHYSICAL AND CHEMICAL PROPERTIES

General Information

Physical state: Solid, wipes, with, Liquid
Color: White to off-white.
Odor: Characteristic Odor

Important Health Safety and Environmental Information

Flash point:	Not determined.	Boiling point/range:	No information available.
pH:	5.5	Water solubility:	Partly soluble

Other information

Explosivity: None.

10. STABILITY AND REACTIVITY

Chemical stability: Stable under recommended storage conditions.
Materials to avoid: None known
Conditions to avoid: None known.
Hazardous polymerization: Hazardous polymerization does not occur.

11. TOXICOLOGICAL INFORMATION

Acute toxicity

Eye contact May cause eye irritation. **Method** Based on component data.

Skin contact Not available.

Ingestion Not available.

Inhalation Not available.

Components	LD50 Oral	LD50 Dermal	LC50 (mg/m ³) Inhalation	LC50 (ppm) Inhalation
Propylene Glycol (0.4%) 57-55-6	19400-36000 mg/kg Rat	20800 mg/kg Rabbit	-	-
Glycerin (0.2%) 56-81-5	4,090 mg/kg Rat	-	-	-
Phenoxyethanol (0.4%) 122-99-6	1850 mg/kg Rat	2000 mg/kg Rabbit	-	-
Methylparaben (0.1%) 99-76-3	2,100 mg/kg Rat	-	-	-
Polysorbate (0.1%) 9005-65-6	>5,000 mg/kg Rat	-	-	-
Decyl Glucoside (0.1%) 58846-77-8	-	-	-	-

Sub-Chronic/Chronic Toxicity

No repeat dose data available.

Specific effects

Target Organ(s) Not available.

Reproductive effects Not available.

Developmental effects Not available.

Carcinogenic effects Not available.

Genotoxic effects Not available.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Ecotoxicity effects: No data is available on the product itself.

Aquatic toxicity effects: No data is available on the product itself.

13. DISPOSAL CONSIDERATIONS

Waste from residues / unused products:

Waste disposal must be in accordance with appropriate US, Federal, State and International regulations. This product, if unaltered by use, may be disposed of by treatment at a permitted facility or as advised by your local hazardous waste regulatory authority.

Contaminated packaging:

None.

Company: QYK BRANDS

Product name: PLUS – TOUGH PLUS WIPES

Product code: PTPW160

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14. TRANSPORT INFORMATION

Product not regulated by DOT, IATA/ICAO, IMO/IMDG, ADR/RID, or TDG.

15. REGULATORY INFORMATION

SARA (311, 312) hazard class

Immediate health: None.
Delayed health: None.
Fire: None.
Sudden Release of Pressure Hazard: None.
Reactivity: None.

State Regulations

Components	CAS Number	NJRTK	PARTK	MARTK	RIRTK
Propylene Glycol	57-55-6	-	-	-	-
Protocatechuic Acid	99-50-3	-	-	-	-
Phenoxyethanol	122-99-6	-	-	-	-
Methylparaben	99-76-3				
Polysorbate	9005-65-6				
Decyl Glucoside	58846-77-8				

International Inventories

Components	TSCA	DSL	NDSL
Propylene Glycol	x	-	-
Protocatechuic Acid	-	-	-
Phenoxyethanol	x	-	-
Methylparaben	x		
Polysorbate			
Decyl Glucoside			

WHMIS:

WHMIS trade secret: None.
WHMIS hazard class: None.

Notes:

1. SARA = Superfund Amendments and the Reauthorization Act.
2. CERCLA = Comprehensive Environmental Response, Compensations and Liability Act.
3. FIFRA = Federal Insecticide, Fungicide and Rodenticide Act.
4. TSCA = Toxic Substance Control Act.
5. WHMIS = Canadian Workplace Hazardous Materials Information System.
6. This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

16. OTHER INFORMATION

This data sheet contains changes from the previous version in section(s):

None.

MSDS format:

- North American Format - U.S. and Canada
- This Material Safety Data Sheet was prepared in accordance with ANSI Z400.1-2004.

Company: QYK BRANDS

Product name: PLUS – TOUGH PLUS WIPES

Product code: PTPW160

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Disclaimer:

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End of Safety Data Sheet

Dr. J's Natural™

HAND SANITIZERS





Contains
75%
Alcohol

- Kills 99.9% Germs & Bacteria
- Pump Dispensers
- FDA Listed
- Advanced Moisturizing Formula with Aloe Vera

Dr. J's Natural™

advanced formula hand sanitizers

- Pump and Squeeze Caps
- Bulk Sizes Available



SIZE: 120ML BOTTLE (4 OZ)

NDC: 73750-369-04



SIZE: 240ML BOTTLE (8 OZ)

NDC: 73750-369-08



SIZE: 300ML BOTTLE (10 OZ)

NDC: 73750-369-10



SIZE: 500ML BOTTLE (16 OZ)

NDC: 73750-369-16

ALSO AVAILABLE:

Sachet (5ml), 60 ml, 32 oz & 1, 5, 25, 55, 275 Gallons Bulk Sizes

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SDS Report

No: JCT-SDS20200166021

Date: Apr. 3, 2020

Client's Name: QYK BRANDS LLC

Client's Address: 12101 WESTERN AVE GARDEN GROVE CA 92841, USA.

Product Name: ADVANCED FORMULA HAND SANITIZER

Job Receiving Date: Apr. 2, 2020

Preparation Period: Apr. 2, 2020- Apr. 3, 2020

Service Requested: Safety Data Sheet (SDS)

Summary: As per request, the contents and format of this SDS are prepared in accordance with US Regulations Relating to Labor 29 CFR 1910. 1200 (g), and is provided per attached.



Safety Data Sheet

29 CFR 1910.1200

Printing Date: Apr. 3, 2020

Revision: Apr.3, 2020

Section 1: Identification of the substance or mixture and of the supplier

Product identifier

Product Name: Advanced Formula Hand Sanitizer**Product Type:** 500 ml**Brand:** Dr.J's Natural

Recommended use of the product and restriction on use

Applicant of the product: Clean and disinfect**Restricted:** No available data

Details of the supplier of the material safety data sheet

Name: QYK Brands LLC**Address:** 12101 Western Ave Garden Grove CA 92841, USA**Information contact:** TEL: +1(949) 312-7119**Email:****Other US contact point:** Not available**Further information obtained from:** QYK Brands LLC

Emergency telephone number:

Poison Center: +1 800 222 1222**Manufacturer/Supplier emergency contact phone number:** +1 (949) 312-7119**Reference Number:** JCT-SDS20200166021

Section 2: Hazards identification

Classification of the substance or mixture

Classification according to OSHA Hazard Communication Standard (29 CFR 1910.1200)/GHS Rev3

Physical and Chemical hazards



GHS02

Flam. Liq. 2 – H225, Highly Flammable liquid and vapour.

Human Health hazards



GHS07

Eye Irrit. 2 – H319, Causes serious eye irritation.

Safety Data Sheet

29 CFR 1910.1200

Printing Date: Apr. 3, 2020

Revision: Apr.3, 2020

Environmental Hazards

Based on available data, the classification criteria are not met.

Information concerning particular hazards for human and environment

The product has to be labeled due to the calculation procedure of OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification system

The classification is according to the latest edition of OSHA Hazard Communication Standard (29 CFR 1910.1200), and extended by company and literature data.

Label elements

Labelling according to OSHA Hazard Communication Standard (29 CFR 1910.1200)/ GHS Rev3

Hazard pictograms



Signal word

Danger

Hazard-determining

ALCOHOL

components of labeling

Hazard Statements

H225

Highly flammable liquid and vapour.

H319

Causes serious eye irritation.

Precautionary statements

General precautionary statements

P101

If medical advice is needed, have product container or label at hand.

P102

Keep out of reach of children.

P103

Read label before use.

Prevention precautionary statements

P210

Keep away from heat/sparks/open flames/hot surfaces. —No smoking.

P233

Keep container tightly closed.

P240

Ground/bond container and receiving equipment.

P241

Use explosion-proof electrical/ventilating/lighting/.../equipment.

P242

Use only non-sparking tools.

P243

Take precautionary measures against static discharge.

P264

Wash skin thoroughly after handling.

P280

Wear protective gloves/protective clothing/eye protecting/face protection.

Safety Data Sheet

29 CFR 1910.1200

Printing Date: Apr. 3, 2020

Revision: Apr.3, 2020

Response precautionary statements

- P303+P361+P353** If ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
- P305+P351+P338** IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easily to do. Continue rinsing.
- P337+P313** If eye irritation persists: Get medical advice/attention.
- P370+P378** In case of fire: Use dry sand, dry chemical or alcohol-resistant foam for extinction.

Storage precautionary statements

- P403+P235** Store in a well-ventilated place. Keep cool.

Disposal precautionary statements

- P501** Dispose of contents/container to an approved waste disposal plant in accordance with local/regional/national/international regulation.

Hazards not otherwise classified (HNOC)

No further relevant information available.

Section 3: Composition / information on ingredients

Chemical characterization ☐ Substance ☒ Mixture

Description

Components	CAS No.	Concentration(%)	Classification – 29 CFR 1910.1200
ALCOHOL	64-17-5	75	Flam. Liq. 2 – H225 Eye Irrit. 2 – H319
WATER(AQUA)	7732-18-5	23.55	Not Classified
CARBOMER	9003-01-4	0.35	Not Classified
TRIETHANOLAMINE	102-71-6	0.3	Not Classified
ALOE VERA, EXT.	85507-69-3	0.3	Not Classified
POLYACRYLATE-4	228863-31-8	0.3	Not Classified
GLYCERIN	56-81-5	0.2	Not Classified

Remark

Full text of Hazard Statements: see Section 16.

Safety Data Sheet

29 CFR 1910.1200

Printing Date: Apr. 3, 2020

Revision: Apr.3, 2020

Section 4: First-aid measures

Description of first aid measures

General advice

If symptoms persist, call a physician.

Inhalation

If breathed in, move person into fresh air. If not breathing, give artificial respiration. If symptoms persist, call a physician.

Skin contact

Wash off with soap and plenty of water. If symptoms persist, call a physician.

Eye contact

Flush eyes with water as a precaution. If symptoms persist, call a physician.

Ingestion

Rinse mouth with water. Consult a physician.

Most important symptoms and effects, both acute and delayed

The most important known symptoms and effects are described in the labeling (see Section 2) and/or in Section 11.

Indication of any immediate medical attention and special treatment needed.

Treat symptomatically.

Section 5: Fire-fighting measures

Extinguishing media

Suitable extinguishing media

Use water spray, dry chemical, alcohol-resistant foam or carbon dioxide. Water jet may not be suitable.

Special hazards arising from the substance or mixture

No further relevant information available.

Advice for firefighters

Protective equipment

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

Section 6: Accidental release measures

Safety Data Sheet

29 CFR 1910.1200

Printing Date: Apr. 3, 2020

Revision: Apr.3, 2020

Personal precautions, protective equipment and emergency procedures

Use personal protective equipment. For personal protection see Section 8.

Environmental precautions

Do not allow to enter sewers/surface water. Should not be released into the environment.

Methods and material for containment and cleaning up

Contain spillage, and then place in container for disposal according to local regulations.

Reference to other sections

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

See Section 13 for disposal information.

Section 7: handling and storage

Precaution for safe handling

Precaution for safe handling

Use personal protective equipment. Do not get in eyes or clothing. Do not breathing vapours or mist. Do not ingestion.

Information about protection against fires and explosions

Keep away from sources of ignition – No smoking. Take measures to prevent the build up electrostatic charge.

Conditions for safe storage, including any incompatibilities

Requirements to be met by storerooms and receptacles

Store away from incompatible materials described in Section 10.

Information about storage in one common storage facility

Store in a dry, cool and well-ventilated place.

Further information about storage conditions

Keep container tightly closed.

Specific end use(s)

Apart from the uses mentioned in Section 1, no other specific uses are stipulated.

Section 8: Exposure controls/personal protection

Control parameters

Components with occupational exposure limits

Safety Data Sheet

29 CFR 1910.1200

Printing Date: Apr. 3, 2020

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CAS No.	TWA	STEL	Sources
64-17-5	- 1000 ppm, 1900 mg/m ³ 1000 ppm, 1900 mg/m ³	1000 ppm - -	ACGIH OSHA NIOSH
102-71-6	5 mg/m ³	-	ACGIH
56-81-5	10 mg/m ³ 15 mg/m ³ inhalable dust, 5 mg/m ³ respirable dust	- -	ACGIH OSHA

Additional information

The lists that were valid during the creation were used as basis.

Exposure controls

Based on the composition shown in Section 3, the following measures are suggested for occupational safety measure.

Appropriate engineering controls

Use with local exhaust ventilation. Ensures adequate ventilation, especially in confined areas.

Personal protective equipment

Breathing equipment

When workers are facing concentrations above the exposure limit they must use appropriate certified respirators. To protect the wearer, respiratory protective equipment must be the correct fit be used and maintained properly.

Hand protection

No protection is ordinarily required under normal conditions of use.

Material gloves

Not applicable.

Penetration time glove material

Not applicable.

Eye protection

Use equipment for eye protection tested and approved under appropriate government standards.

Section 9: Physical and chemical properties

Information on basic physical and chemical properties

General information

Safety Data Sheet

29 CFR 1910.1200

Printing Date: Apr. 3, 2020

Revision: Apr.3, 2020

Appearance

Form	<i>Gel</i>
Color	<i>Colorless</i>
Odor	<i>Alcohol-like</i>
Odor Threshold	<i>No data available</i>
Ph-value	<i>6-8</i>

Change in condition

Melting point/Melting range	<i>No data available</i>
Boiling point/Boiling range	<i>> 35 °C</i>
Freezing point	<i>No data available</i>
Flash point(closed cup)	<i>< 23 °C</i>
Flammability (solid, gaseous)	<i>Not applicable</i>
Auto-Ignition temperature	<i>No data available</i>
Decomposition temperature	<i>No data available</i>

Upper/lower flammability or explosive limits

Lower	<i>No data available</i>
Upper	<i>No data available</i>
Vapour pressure	<i>No data available</i>
Density	<i>No data available</i>
Relative density	<i>No data available</i>
Vapor density	<i>No data available</i>
Evaporation rate	<i>No data available</i>

Solubility in/ Miscibility with

Water	<i>Soluble in water</i>
Partition coefficient(n-octanol/water)	<i>No data available</i>

Viscosity

Dynamic	<i>No data available</i>
Kinematic	<i>No data available</i>

Other information

No data available.

Safety Data Sheet

29 CFR 1910.1200

Printing Date: Apr. 3, 2020

Revision: Apr.3, 2020

Reactivity

None under normal processing.

Chemical stability

The product is stable under storage at normal ambient temperatures.

Possibility of hazardous reactions

No under normal processing.

Conditions to avoid

Incompatible materials. Heat, flames and sparks.

Incompatible materials

Strong oxidizing agents.

Hazardous decomposition products

No data available.

Section 11: Toxicological information

Information on toxicological effects

Acute toxicity

LD/LC50 values that are relevant for classification

CAS No.	Route of exposure	Type of test	Species observed	Dose
64-17-5	Oral	LD50	Rat	7060 mg/kg
102-71-6	Oral	LD50	Rat	5530 mg/kg
	Dermal	LD50	Rabbit	>22500 mg/kg
56-81-5	Oral	LD50	Rat	12600 mg/kg
	Dermal	LD50	Rabbit	>10000 mg/kg

Skin corrosion/irritation

Based on available data, the classification criteria are not met.

Serious eye damage/eye irritation

Category 2.

Respiratory or skin sensitization

Respiratory

Based on available data, the classification criteria are not met.

Skin

Based on available data, the classification criteria are not met.

Additional toxicological information

The product shows the following dangers according to internally approved calculation methods for preparations:

No further relevant information available.

Safety Data Sheet

29 CFR 1910.1200

Printing Date: Apr. 3, 2020

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Carcinogenic categories

IARC (International Agency for Research on Cancer)

None of the ingredients is listed.

NTP (National Toxicology Program)

None of the ingredients is listed.

OSHA-Ca (Occupational safety & Health administration)

None of the ingredients is listed.

Section 12: Ecological information

Toxicity

Aquatic toxicity

CAS No.	
64-17-5	LC50: 14200 mg/l, 96h, Pimephales promelas EC50: 9268 mg/L, 48h, Water flea EC50: 275 mg/L, 72h, Chlorella vulgaris
102-71-6	EC50: 609.98 mg/L, 48h, Water flea

Persistence and degradability

No data available.

Bioaccumulative potential

No data available.

Mobility in soil

CAS No.	Log Pow
64-17-5	-0.32

Other adverse effects

This product does not contain any known other adverse effects.

Section 13: Disposal considerations

Waste treatment methods

Recommendation

Follow all local, state and federal regulations for disposal of waste chemical.

Uncleaned packaging

Recommendation

Safety Data Sheet

29 CFR 1910.1200

Printing Date: Apr. 3, 2020

Revision: Apr.3, 2020

Follow all local, state, and federal regulations for disposal of the waste chemicals.

Section 14: Transport information

UN Number

DOT UN1170

IMDG/IMO UN1170

Remark: According to the IMDG Code, 2018 Edition (inc. Amendment 39-18).

IATA/ICAO UN1170

Remark: According to IATA DGR(61th, 2020).

UN proper shipping name

DOT ETHANOL SOLUTION

IMDG/IMO ETHANOL SOLUTION

AITA/ICAO ETHANOL SOLUTION

Transport hazard class(es)

DOT 3

IMDG/IMO 3

IATA/ICAO 3

Packing group

DOT 3

IMDG/IMO 3

IATA/ICAO 3

Transport Labels & Signs



Safety Data Sheet

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Printing Date: Apr. 3, 2020

Revision: Apr.3, 2020

Environmental hazards

Marine pollutant No

Special precautions for user

Flammable liquid.

EmS Number

F-E, S-D

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable, packaged goods.

Transport/Additional information

No further relevant information available.

Section 15: Regulatory information

Safety, health and environmental regulations/legislation specific for the substance or mixture.

SARA

Section 355 (extremely hazardous substances)

None of the ingredients is listed.

Section 313 (Specific toxic chemical listings)

None of the ingredients is listed.

TSCA (Toxic Substances Control Act)

All ingredients are listed.

California Proposition 65

Chemical known to cause cancer

None of the ingredients is listed.

Chemical known to cause reproductive toxicity for females

None of the ingredients is listed.

Chemical known to cause developmental toxicity

None of the ingredients is listed.

Carcinogenic categories

EPA (Environmental Protection Agency)

None of the ingredients is listed.

TLV (Threshold Limit Value established by ACGIH)

Safety Data Sheet

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Printing Date: Apr. 3, 2020

Revision: Apr.3, 2020

None of the ingredients is listed.

NIOSH-Ca (National Institute for Occupational Safety and Health)

None of the ingredients is listed.

Chemical safety assessment

A Chemical Safety Assessment has not been carried out.

Section 16: Other information

Full text of H-Statements referred to under sections 2 and 3

H225 Highly flammable liquid and vapour.

H319 Causes serious eye irritation.

.....
The contents and format of this SDS are prepared in accordance with US Regulations Relating to Labor
29 CFR 1910.1200 (g)

DISCLAIMER OF LIABILITY

The information in this SDS was obtained from sources which we believed are reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. The SDS was prepared and is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable.

Date of preparation/las revision: Apr. 3, 2020/Apr. 3, 2020

Abbreviations ad acronyms

GHS Globally Harmonized System of Classification and Labelling of Chemicals.

OSHA Occupational Safety & Health Administration

CAS Chemical Abstracts Service

DOT US department of Transportation

IMDG/IMO International Maritime Code for Dangerous Goods/ International Maritime Organization

IATA/ICAO International Air Transport Association/ International Civil Aviation Organization

LC50 Lethal concentration, 50 percent.

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LD50	<i>Lethal dose, 50 percent.</i>
EC50	<i>50% effective concentration</i>
BCF	<i>Bioconcentration factor</i>
NIOSH	<i>National Institute for Occupational Safety and Health</i>
ACGIH	<i>American Conference of Governmental Industrial Hygienists</i>
NOEC	<i>no observed effect concentration</i>
LOEC	<i>Lowest Observed Effect Concentration</i>
OECD	<i>Organisation for Economic Co-operation and Development</i>
IARC	<i>International Agency for Research on Cancer.</i>
STEL	<i>STEL(Short Term Exposure Limit).</i>
TWA	<i>Time-weighted average</i>
IDLH	<i>Immediately Dangerous to Life or Health concentration</i>
MARPOL	<i>International Convention for the Prevention from Ships</i>
PBT	<i>Persistent, Bioaccumulative, Toxic</i>
vPvB	<i>very persistent, very Bioaccumulative</i>
POW	<i>Partition coefficient Octanol:Water</i>

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End of Document

SDS Report

No: JCT-SDS20200928021

Date: Apr. 3, 2020

Client's Name: QYK BRANDS LLC**Client's Address:** 12101 WESTERN AVE GARDEN GROVE CA 92841, USA.**Product Name:** ADVANCED FORMULA HAND SANITIZER**Job Receiving Date:** Apr. 2, 2020**Preparation Period:** Apr. 2, 2020- Apr. 3, 2020**Service Requested:** Safety Data Sheet (SDS)

Summary: As per request, the contents and format of this SDS are prepared in accordance with US Regulations Relating to Labor 29 CFR 1910. 1200 (g), and is provided per attached.



Safety Data Sheet

29 CFR 1910.1200

Printing Date: Apr. 3, 2020

Revision: Apr.3, 2020

Section 1: Identification of the substance or mixture and of the supplier

Product identifier

Product Name: Advanced Formula Hand Sanitizer**Product Type:** 1 Gal**Brand:** Dr.J's Natural

Recommended use of the product and restriction on use

Applicant of the product: Clean and disinfect**Restricted:** No available data

Details of the supplier of the material safety data sheet

Name: QYK Brands LLC**Address:** 12101 Western Ave Garden Grove CA 92841, USA**Information contact:** TEL: +1(949) 312-7119**Email:****Other US contact point:** Not available**Further information obtained from:** QYK Brands LLC

Emergency telephone number:

Poison Center: +1 800 222 1222**Manufacturer/Supplier emergency contact phone number:** +1 (949) 312-7119**Reference Number:** JCT-SDS20200928021

Section 2: Hazards identification

Classification of the substance or mixture

Classification according to OSHA Hazard Communication Standard (29 CFR 1910.1200)/GHS Rev3

Physical and Chemical hazards



GHS02

Flam. Liq. 2 – H225, Highly Flammable liquid and vapour.

Human Health hazards



GHS07

Eye Irrit. 2 – H319, Causes serious eye irritation.

Safety Data Sheet

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Environmental Hazards

Based on available data, the classification criteria are not met.

Information concerning particular hazards for human and environment

The product has to be labeled due to the calculation procedure of OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification system

The classification is according to the latest edition of OSHA Hazard Communication Standard (29 CFR 1910.1200), and extended by company and literature data.

Label elements

Labelling according to OSHA Hazard Communication Standard (29 CFR 1910.1200)/ GHS Rev3

Hazard pictograms



Signal word

Danger

Hazard-determining

ALCOHOL

components of labeling

Hazard Statements

H225

Highly flammable liquid and vapour.

H319

Causes serious eye irritation.

Precautionary statements

General precautionary statements

P101

If medical advice is needed, have product container or label at hand.

P102

Keep out of reach of children.

P103

Read label before use.

Prevention precautionary statements

P210

Keep away from heat/sparks/open flames/hot surfaces. —No smoking.

P233

Keep container tightly closed.

P240

Ground/bond container and receiving equipment.

P241

Use explosion-proof electrical/ventilating/lighting/.../equipment.

P242

Use only non-sparking tools.

P243

Take precautionary measures against static discharge.

P264

Wash skin thoroughly after handling.

P280

Wear protective gloves/protective clothing/eye protecting/face protection.

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Response precautionary statements

- P303+P361+P353** If ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
- P305+P351+P338** IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easily to do. Continue rinsing.
- P337+P313** If eye irritation persists: Get medical advice/attention.
- P370+P378** In case of fire: Use dry sand, dry chemical or alcohol-resistant foam for extinction.

Storage precautionary statements

- P403+P235** Store in a well-ventilated place. Keep cool.

Disposal precautionary statements

- P501** Dispose of contents/container to an approved waste disposal plant in accordance with local/regional/national/international regulation.

Hazards not otherwise classified (HNOC)

No further relevant information available.

Section 3: Composition / information on ingredients

Chemical characterization ☐ Substance ☒ Mixture

Description

Components	CAS No.	Concentration(%)	Classification – 29 CFR 1910.1200
ALCOHOL	64-17-5	75	Flam. Liq. 2 – H225 Eye Irrit. 2 – H319
WATER(AQUA)	7732-18-5	23.55	Not Classified
CARBOMER	9003-01-4	0.35	Not Classified
TRIETHANOLAMINE	102-71-6	0.3	Not Classified
ALOE VERA, EXT.	85507-69-3	0.3	Not Classified
POLYACRYLATE-4	228863-31-8	0.3	Not Classified
GLYCERIN	56-81-5	0.2	Not Classified

Remark

Full text of Hazard Statements: see Section 16.

Safety Data Sheet

29 CFR 1910.1200

Printing Date: Apr. 3, 2020

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Section 4: First-aid measures

Description of first aid measures

General advice

If symptoms persist, call a physician.

Inhalation

If breathed in, move person into fresh air. If not breathing, give artificial respiration. If symptoms persist, call a physician.

Skin contact

Wash off with soap and plenty of water. If symptoms persist, call a physician.

Eye contact

Flush eyes with water as a precaution. If symptoms persist, call a physician.

Ingestion

Rinse mouth with water. Consult a physician.

Most important symptoms and effects, both acute and delayed

The most important known symptoms and effects are described in the labeling (see Section 2) and/or in Section 11.

Indication of any immediate medical attention and special treatment needed.

Treat symptomatically.

Section 5: Fire-fighting measures

Extinguishing media

Suitable extinguishing media

Use water spray, dry chemical, alcohol-resistant foam or carbon dioxide. Water jet may not be suitable.

Special hazards arising from the substance or mixture

No further relevant information available.

Advice for firefighters

Protective equipment

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

Section 6: Accidental release measures

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Personal precautions, protective equipment and emergency procedures

Use personal protective equipment. For personal protection see Section 8.

Environmental precautions

Do not allow to enter sewers/surface water. Should not be released into the environment.

Methods and material for containment and cleaning up

Contain spillage, and then place in container for disposal according to local regulations.

Reference to other sections

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

See Section 13 for disposal information.

Section 7: handling and storage

Precaution for safe handling

Precaution for safe handling

Use personal protective equipment. Do not get in eyes or clothing. Do not breathing vapours or mist. Do not ingestion.

Information about protection against fires and explosions

Keep away from sources of ignition – No smoking. Take measures to prevent the build up electrostatic charge.

Conditions for safe storage, including any incompatibilities

Requirements to be met by storerooms and receptacles

Store away from incompatible materials described in Section 10.

Information about storage in one common storage facility

Store in a dry, cool and well-ventilated place.

Further information about storage conditions

Keep container tightly closed.

Specific end use(s)

Apart from the uses mentioned in Section 1, no other specific uses are stipulated.

Section 8: Exposure controls/personal protection

Control parameters

Components with occupational exposure limits

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CAS No.	TWA	STEL	Sources
64-17-5	- 1000 ppm, 1900 mg/m ³ 1000 ppm, 1900 mg/m ³	1000 ppm - -	ACGIH OSHA NIOSH
102-71-6	5 mg/m ³	-	ACGIH
56-81-5	10 mg/m ³ 15 mg/m ³ inhalable dust, 5 mg/m ³ respirable dust	- -	ACGIH OSHA

Additional information

The lists that were valid during the creation were used as basis.

Exposure controls

Based on the composition shown in Section 3, the following measures are suggested for occupational safety measure.

Appropriate engineering controls

Use with local exhaust ventilation. Ensures adequate ventilation, especially in confined areas.

Personal protective equipment

Breathing equipment

When workers are facing concentrations above the exposure limit they must use appropriate certified respirators. To protect the wearer, respiratory protective equipment must be the correct fit be used and maintained properly.

Hand protection

No protection is ordinarily required under normal conditions of use.

Material gloves

Not applicable.

Penetration time glove material

Not applicable.

Eye protection

Use equipment for eye protection tested and approved under appropriate government standards.

Section 9: Physical and chemical properties

Information on basic physical and chemical properties

General information

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Appearance

Form	<i>Gel</i>
Color	<i>Colorless</i>
Odor	<i>Alcohol-like</i>
Odor Threshold	<i>No data available</i>
Ph-value	<i>6-8</i>

Change in condition

Melting point/Melting range	<i>No data available</i>
Boiling point/Boiling range	<i>> 35 °C</i>
Freezing point	<i>No data available</i>
Flash point(closed cup)	<i>< 23 °C</i>
Flammability (solid, gaseous)	<i>Not applicable</i>
Auto-Ignition temperature	<i>No data available</i>
Decomposition temperature	<i>No data available</i>

Upper/lower flammability or explosive limits

Lower	<i>No data available</i>
Upper	<i>No data available</i>
Vapour pressure	<i>No data available</i>
Density	<i>No data available</i>
Relative density	<i>No data available</i>
Vapor density	<i>No data available</i>
Evaporation rate	<i>No data available</i>

Solubility in/ Miscibility with

Water	<i>Soluble in water</i>
Partition coefficient(n-octanol/water)	<i>No data available</i>

Viscosity

Dynamic	<i>No data available</i>
Kinematic	<i>No data available</i>

Other information

No data available.

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Reactivity

None under normal processing.

Chemical stability

The product is stable under storage at normal ambient temperatures.

Possibility of hazardous reactions

No under normal processing.

Conditions to avoid

Incompatible materials. Heat, flames and sparks.

Incompatible materials

Strong oxidizing agents.

Hazardous decomposition products

No data available.

Section 11: Toxicological information

Information on toxicological effects

Acute toxicity

LD/LC50 values that are relevant for classification

CAS No.	Route of exposure	Type of test	Species observed	Dose
64-17-5	Oral	LD50	Rat	7060 mg/kg
102-71-6	Oral	LD50	Rat	5530 mg/kg
	Dermal	LD50	Rabbit	>22500 mg/kg
56-81-5	Oral	LD50	Rat	12600 mg/kg
	Dermal	LD50	Rabbit	>10000 mg/kg

Skin corrosion/irritation

Based on available data, the classification criteria are not met.

Serious eye damage/eye irritation

Category 2.

Respiratory or skin sensitization

Respiratory

Based on available data, the classification criteria are not met.

Skin

Based on available data, the classification criteria are not met.

Additional toxicological information

The product shows the following dangers according to internally approved calculation methods for preparations:

No further relevant information available.

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Carcinogenic categories

IARC (International Agency for Research on Cancer)

None of the ingredients is listed.

NTP (National Toxicology Program)

None of the ingredients is listed.

OSHA-Ca (Occupational safety & Health administration)

None of the ingredients is listed.

Section 12: Ecological information

Toxicity

Aquatic toxicity

CAS No.	
64-17-5	LC50: 14200 mg/l, 96h, Pimephales promelas EC50: 9268 mg/L, 48h, Water flea EC50: 275 mg/L, 72h, Chlorella vulgaris
102-71-6	EC50: 609.98 mg/L, 48h, Water flea

Persistence and degradability

No data available.

Bioaccumulative potential

No data available.

Mobility in soil

CAS No.	Log Pow
64-17-5	-0.32

Other adverse effects

This product does not contain any known other adverse effects.

Section 13: Disposal considerations

Waste treatment methods

Recommendation

Follow all local, state and federal regulations for disposal of waste chemical.

Uncleaned packaging

Recommendation

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Follow all local, state, and federal regulations for disposal of the waste chemicals.

Section 14: Transport information

UN Number

DOT UN1170

IMDG/IMO UN1170

Remark: According to the IMDG Code, 2018 Edition (inc. Amendment 39-18).

IATA/ICAO UN1170

Remark: According to IATA DGR(61th, 2020).

UN proper shipping name

DOT ETHANOL SOLUTION

IMDG/IMO ETHANOL SOLUTION

AITA/ICAO ETHANOL SOLUTION

Transport hazard class(es)

DOT 3

IMDG/IMO 3

IATA/ICAO 3

Packing group

DOT 3

IMDG/IMO 3

IATA/ICAO 3

Transport Labels & Signs



Safety Data Sheet

29 CFR 1910.1200

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Environmental hazards

Marine pollutant No

Special precautions for user

Flammable liquid.

EmS Number

F-E, S-D

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable, packaged goods.

Transport/Additional information

No further relevant information available.

Section 15: Regulatory information

Safety, health and environmental regulations/legislation specific for the substance or mixture.

SARA

Section 355 (extremely hazardous substances)

None of the ingredients is listed.

Section 313 (Specific toxic chemical listings)

None of the ingredients is listed.

TSCA (Toxic Substances Control Act)

All ingredients are listed.

California Proposition 65

Chemical known to cause cancer

None of the ingredients is listed.

Chemical known to cause reproductive toxicity for females

None of the ingredients is listed.

Chemical known to cause developmental toxicity

None of the ingredients is listed.

Carcinogenic categories

EPA (Environmental Protection Agency)

None of the ingredients is listed.

TLV (Threshold Limit Value established by ACGIH)

Safety Data Sheet

29 CFR 1910.1200

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None of the ingredients is listed.

NIOSH-Ca (National Institute for Occupational Safety and Health)

None of the ingredients is listed.

Chemical safety assessment

A Chemical Safety Assessment has not been carried out.

Section 16: Other information**Full text of H-Statements referred to under sections 2 and 3****H225** Highly flammable liquid and vapour.**H319** Causes serious eye irritation.

.....

The contents and format of this SDS are prepared in accordance with US Regulations Relating to Labor
29 CFR 1910.1200 (g)

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Date of preparation/las revision: Apr. 3, 2020/Apr. 3, 2020**Abbreviations ad acronyms****GHS** Globally Harmonized System of Classification and Labelling of Chemicals.**OSHA** Occupational Safety & Health Administration**CAS** Chemical Abstracts Service**DOT** US department of Transportation**IMDG/IMO** International Maritime Code for Dangerous Goods/ International Maritime Organization**IATA/ICAO** International Air Transport Association/ International Civil Aviation Organization**LC50** Lethal concentration, 50 percent.

Safety Data Sheet

29 CFR 1910.1200

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LD50	<i>Lethal dose, 50 percent.</i>
EC50	<i>50% effective concentration</i>
BCF	<i>Bioconcentration factor</i>
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ACGIH	<i>American Conference of Governmental Industrial Hygienists</i>
NOEC	<i>no observed effect concentration</i>
LOEC	<i>Lowest Observed Effect Concentration</i>
OECD	<i>Organisation for Economic Co-operation and Development</i>
IARC	<i>International Agency for Research on Cancer.</i>
STEL	<i>STEL(Short Term Exposure Limit).</i>
TWA	<i>Time-weighted average</i>
IDLH	<i>Immediately Dangerous to Life or Health concentration</i>
MARPOL	<i>International Convention for the Prevention from Ships</i>
PBT	<i>Persistent, Bioaccumulative, Toxic</i>
vPvB	<i>very persistent, very Bioaccumulative</i>
POW	<i>Partition coefficient Octanol:Water</i>

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End of Document



SAIGON MEDICARE

MEDICAL NITRILE GLOVES



NITRILE MEDICAL GLOVES

A non-powdered and eco friendly gloves, a solution for those with allergy reaction when using powdered gloves

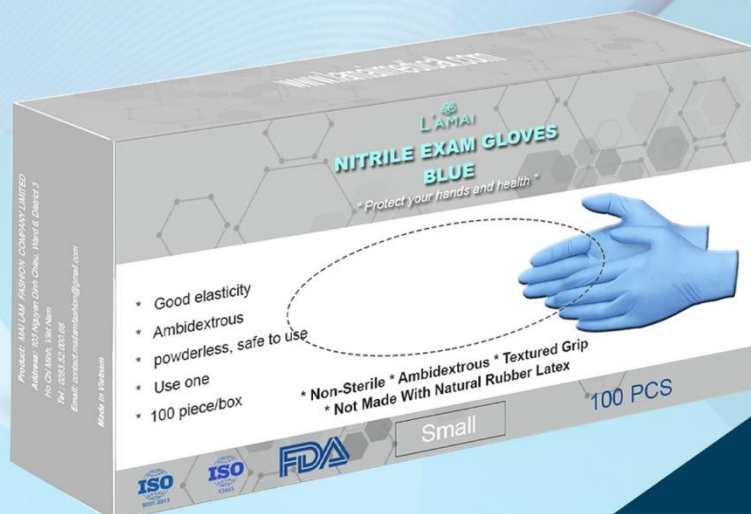
NITRILE GLOVES PROS:

***3 times more puncture resistant than natural rubber gloves**

***Smart wrist design prevent upward rolling**

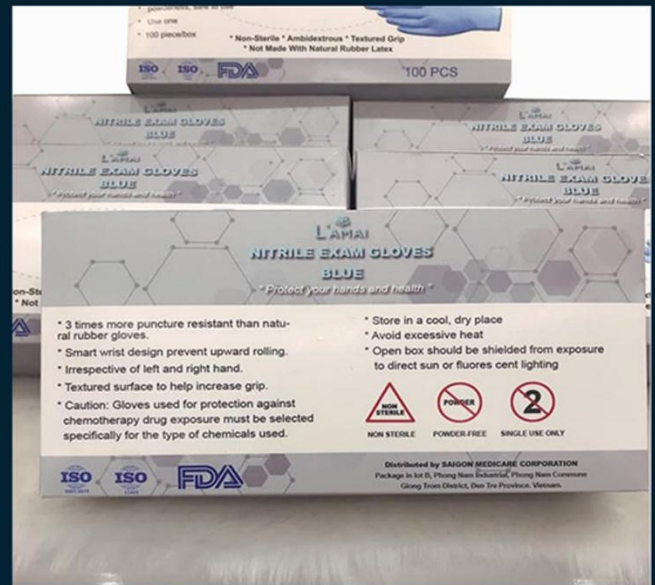
***Irrespective of left and right hand**

***Textured surface to help increase grip**



NITRILE GLOVES

PACKAGING AND SPECIFICATIONS



L'AMAI

NITRILE EXAM GLOVES

"PROTECT YOUR HANDS AND HEALTH"

10 box / 100pcs



Distributed by SAIGON MEDICARE CORPORATION

SAIGON MEDICARE CORP

Package in lot B, Phong Nam Industrial,
Phong Nam commun, Giong Trom District,
BenTre Province, Vietnam.



MADE IN MALAYSIA



FACTORY



L'AMAI
GLOVE



SAIGON MEDICARE



LAMAI NITRILE EXAM GLOVES, POWDER FREE, NON-STERILE S, M, L, XL

LAMAI NITRILE EXAM GLOVES

Powder-free non-sterile examination gloves

Lamai Nitrile Exam Gloves are truly a versatile exam glove while adding confident protection to health professionals in contact with bloodborne pathogens and infectious materials. The Lamai gloves are USP complied to also protect against laboratory chemicals and chemotherapy drug.

Nitrile Gloves, in cornflower blue, are easy to spot and is a popular choice over latex because it offers similar tactile sensitivity and strength without exposing individuals who have sensitivity to natural latex rubber. Lamai gloves are also powder-free to ensure laboratory samples are not compromised or contaminated. The Lamai powder-free, Non-sterile nitrile exam gloves are made with textured finger tips to create a sure grip for better handling.



Features and Benefits

- * Protects Healthcare Worker from infectious Materials and Bloodborne Pathogens
- * Provides Excellent Tactile Sensitivity
- * Textured Fingertips for Improved Grip and Handling
- * Larger Box Quantity to Reduce Waste
- * Variety of Size Options
- * Ambidextrous
- * Safe to Use with Chemotherapy Drugs



Product Specifications

- Distributed: Saigon Medicare
- Made in: Malaysia
- Brand : Lamai
- Quantity: Box of 100
- Size Options: S, M, L, XL
- Application: Exam Gloves
- Color: Cornflower Blue
- Sterile: No
- Powder-Free: Yes
- Thickness(mm): Cuff: 0.040 ± 0.02
Palm: 0.070 ± 0.02
Finger: 0.080 ± 0.02
- Textured Fingertips: Yes
- Chemotherapy Tested: Yes
- Latex-Free: Yes
- USP <800> Compliant

Specification of commodity

Product	Powder free Nitrile gloves
Materials	Synthetic high grade Nitrile
Powder content	≤ 2mg/pc
Dimension (mm) Size S, M, L, XL	Size S: Palm Width 80 ± 10 Length : min 230 Size M: Palm Width 90 ± 10 Length : min 230 Size L: Palm Width 100 ± 10 Length : min 230 Size XL: Palm Width 115 ± 10 Length : min 230
Thickness (mm)	Cuff: 0.040 ± 0.02 Palm: 0.070 ± 0.02 Finger: 0.080 ± 0.02
Glove weight (g)	Size S: 3.0±0.3 Size M: 3.5 ± 0.3 Size L: 4.0±0.3 Size XL 4.5±0.3
Function and Effect	Features high elasticity. Hard to puncture and tear. Avoid direct contact with unwanted toxic and dangerous substances Seized wrist is easy to wear and avoid being torn Smooth surface creates a more natural and pleasant feeling Protect from the agent causing itching and dermatitis when used The lowest level of protein and chemicals on gloves is to limit the skin allergy to the user.
Defect Rate	Maximum 01% in the condition that the Nitrile gloves have go to through the process of washing, drying and blowing in accordance to factory guide If the defect rate exceeds 01%. Buyer will refuse to receive the whole shipment, seller shall be responsible to pay back all contract, and compensate for all damage and loss of Buyer.
Storage Condition	Products shall be stored under room condition, avoid direct sunlight
Certificate, test report	FDA 510k registered, ISO 13485:2006, ASTM D6319



Additional information

Dimension

Weight (g)	287
Dimensions(mm)	225 x 110 x 65
SIZE	SMALL, MEDIUM, LARGE, EXTRA LARGE

