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Description of document: Indian Health Service (IHS) Contract File for contract awarded to Zach Fuentes LLC by Indian Health Service 2020

Requested date: 07-September-2020

Release date: 15-October-2025

Posted date: 27-October-2025

Source of document: FOIA Request
Indian Health Service FOIA Office
Division of Regulatory and Policy Coordination/FOIA
5600 Fishers Lane, Mailstop 09E70
Rockville MD 20857
Email: IHSFOIAMailbox@ihs.gov
[Online FOIA Request Form](#)
FOIA.gov

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DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Indian Health Service
Rockville MD 20857

October 15, 2025

SENT VIA EMAIL

Re: Final Determination Letter FOIA Case 20-153

I am responding to your request dated and received on September 7, 2020, by the FOIA Office of the Indian Health Service (IHS). You requested the following:

“A copy of the contract file for contract 75H71020P01137 awarded to Zach Fuentes LLC by the Indian Health Service for the Navajo Area Indian Health Service on April 13, 2020, as well as the contract modification P00001 on May 12, 2020. As part of this request, I would also like to receive the contract checklist, the Responsibility Determination, any Memoranda in the file, and any correspondence or emails to or from the contractor. I would also like to receive any memos regarding any reexamination of this contract”

Your request was processed pursuant to the FOIA and HHS regulations. We apologize for the delay. At this time, we are providing 494 pages of material, in their entirety, with the following exceptions: withholding 278 pages, in their entirety or in-part, using exemption(s); (b) (3) (A), (b) (4), (b) (5), (b) (6), (b) (7) (C), (b) (7) (E) and/or (b) (7) (F). 5 U.S.C. § 552(b).

Also, we have previously posted contracts for [75H71020P01137](https://www.ihs.gov/FOIA/readingroom/) on the IHS eFOIA Reading Room located here: <https://www.ihs.gov/FOIA/readingroom/>

Exemption (b) (3)—5 U.S.C. § 552 (b) (3)

Exemption (b) (3) allows the withholding of information exempted from disclosure by a federal statute other than FOIA. We are withholding 19 pages of material, in-part, as this information is part of non-selected proposals and information which has not been included by reference in the awarded contract is exempt from disclosure under 41 U.S.C. § 4702.

Exemption (b) (4)—5 U.S.C. § 552 (b) (4)

The withheld information is commercial or financial information. The organization that supplied this information (the submitter) is considered a person, because the term “person,” under the FOIA, includes a wide range of entities including corporations and Indian tribes or nations. This information is confidential, and we are withholding 87 pages, in their entirety or in-part, using exemption (b) (4).

Exemption (b) (5)—5 U.S.C. § 552 (b) (5)

Exemption (b) (5) allows an agency to withhold “inter-agency or intra-agency memorandums or letters which would not be available by law to a party other than an agency in litigation with the agency, provided that the deliberative process privilege shall not apply to records created 25 years or more before the date on which the records were requested.” 5 U.S.C. § 552(b) (5). Exemption (b) (5) therefore incorporates the

privileges that protect materials from discovery in litigation, including the deliberative process, attorney work-product, attorney-client, and commercial information privileges. We are withholding 141 pages of material, either in-part or in their entirety, under exemption (b) (5).

Deliberative Process Privilege

The deliberative process privilege protects the decision-making process of government agencies and encourages the frank exchange of ideas on legal or policy matters by ensuring agencies are not forced to operate in a fish bowl. A number of policy purposes have been attributed to the deliberative process privilege. Among the most important are to: (1) assure that subordinates will feel free to provide the decisionmaker with their uninhibited opinions and recommendations; (2) protect against premature disclosure of proposed policies; and (3) protect against confusing the issues and misleading the public.

The deliberative process privilege protects materials that are both predecisional and deliberative. The privilege covers records that reflect the give-and-take of the consultative process and may include recommendations, draft documents, proposals, suggestions, and other subjective documents which reflect the personal opinions of the writer rather than the policy of the agency.

The materials that have been withheld under the deliberative process privilege of Exemption (b) (5) are both predecisional and deliberative. They do not contain or represent formal or informal agency policies or decisions. They are the result of frank and open discussions, opinions, conclusions and recommendations among employees of the Indian Health Service. Their contents have been held confidential by all parties and public dissemination of this information would have a chilling effect on recommendations on what course of action should be taken regarding corrective action to employee and expose the agency's decision-making process in such a way as to discourage candid discussion within the agency and thereby undermine its ability to perform its mandated functions.

The deliberative process privilege does not apply to records created 25 years or more before the date on which the records were requested.

Attorney Work-Product Privilege

As incorporated into Exemption (b) (5), the attorney work-product privilege protects from disclosure any materials prepared by or for a party or its representative (including their attorney, consultant, surety, indemnitor, insurer, or agent) in anticipation of litigation or for trial. The privilege applies once specific claims have been identified that make litigation probable; the actual beginning of litigation is not required. Its purpose is to protect the adversarial trial process by insulating litigation preparation from scrutiny, as it is believed that the integrity of our system would suffer if adversaries were entitled to probe each other's thoughts and plans concerning the case. The privilege extends to administrative, as well as judicial proceedings. Once the determination is made that records are protected from disclosure by the attorney work-product privilege, the entire contents of those records are exempt from disclosure under FOIA.

The materials that have been withheld under Exemption (b) (5) under the attorney work-product privilege were prepared by or for a Department attorney in reasonable anticipation of litigation and they reflect the attorney's legal opinion and talking points about proposed disciplinary actions. So we conclude that the withheld materials are protected in full from disclosure by the attorney work-product privilege of Exemption (b) (5).

Attorney-Client Privilege

The attorney-client privilege protects confidential communications between an attorney and his client relating to a legal matter for which the client has sought professional advice and is not limited to the context of litigation. Moreover, although it fundamentally applies to confidential facts divulged by a client to his/her attorney, this privilege also encompasses any opinions given by an attorney to his/her client based upon, and thus reflecting, those facts, as well as communications between attorneys that reflect confidential client-supplied information.

The information that has been withheld under the attorney-client privilege of Exemption (b) (5) constitutes confidential communications between agency attorneys and agency clients related to legal matters for which the client sought professional legal assistance and services. It also encompasses opinions and recommendations given by attorneys to their clients based on client-supplied facts. Additionally, the IHS employees who communicated with the attorneys regarding this information were clients of the attorneys at the time the information was generated, and the attorneys were acting in their capacities as lawyers at the time they communicated legal advice. Finally, the IHS has held this information confidential and has not waived the attorney-client privilege.

Exemption (b) (6)—5.U.S.C. § 552(b) (6)

Exemption (b) (6) allows an agency to withhold “personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.” 5 U.S.C. § 552(b) (6). We are withholding 117 pages of material using exemption (b) (6).

The information that has been withheld under Exemption (b) (6) the names and identifying information of law enforcement employees, phone numbers, cell phone numbers, and personal email addresses. We have determined that the individuals to whom this information pertains have a substantial privacy interest in withholding it. Additionally, you have not provided information that explains a relevant public interest under the FOIA in the disclosure of this personal information and we have determined that the disclosure of this information would shed little or no light on the performance of the agency’s statutory duties.

Because the harm to personal privacy is greater than whatever public interest may be served by disclosure, release of the information would constitute a clearly unwarranted invasion of the privacy of these individuals and we are withholding it under Exemption (b) (6).

Exemption (b) (7)—5 U.S.C. § 552(b) (7) (A)-(F)

Exemption (b) (7) protects from disclosure “records or information compiled for law enforcement purposes” if the records fall within one or more of six specific bases for withholding set forth in subparts (A) through (F). 5 U.S.C. § 552(b) (7) (A)-(F). We are withholding 10 pages of material, in-part, under Exemption (b) (7) because they are protected under the following subpart:

7(C)

Exemption (b) (7) (C) protects law enforcement records if their release could reasonably be expected to constitute an unwarranted invasion of personal privacy. It is regularly applied to withhold references to individuals in law enforcement files. For the materials that have been withheld under 7(C), we have determined that releasing them would constitute an unwarranted invasion of privacy because they identify individuals referenced in law enforcement records and the release of this information would not shed light on an agency’s performance of its statutory duties.

7(E)

Exemption 7(E) protects law enforcement records if their release would disclose techniques and procedures for law enforcement investigation or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if the disclosure could reasonably be expected to risk circumvention of the law. For the materials that have been withheld under 7(E), we have determined they are techniques for law enforcement investigations or prosecutions whose release could reasonably be expected to risk circumvention of the law.

7(F)

Exemption (b)7(F) protects law enforcement records if their release could reasonably be expected to endanger the life or physical safety of any individual. For the materials that have been withheld under 7(F), we have determined releasing them could reasonably be expected to endanger the life or physical safety of an individual because it would compromise the protection of our facilities and endanger the life or physical safety of individuals by identifying law enforcement Agents.

We have found that we reasonably foresee that disclosure would harm an interest protected by one or more of the exemptions to the FOIA's general rule of disclosure and/or the disclosure is prohibited by law.

This is to confirm that the Indian Health Service (IHS) has performed a line-by-line, page by page review of the documents to identify exempt and non-exempt information. The IHS has segregated and released all of the information in the documents that it has determined was not exempt from disclosure by any of the FOIA exemptions it invoked.

Also, the IHS consulted with the Department of Health and Human Services (HHS) and Office of Inspector General (OIG), to make the release determination on some of these pages.

Appellate Rights

As this constitutes a partial denial of your request for agency records, I am providing you your appeal rights. By filing an appeal, you preserve your rights under FOIA and give the agency a chance to review and reconsider your request and the agency's decision.

Your appeal must be electronically transmitted within 90 calendar days of the date of this letter, to

William H. Holzerland
Deputy Agency Chief FOIA Officer
U.S. Department of Health and Human Services
Office of the Assistant Secretary for Public Affairs
<https://requests.publiclink.hhs.gov/App/ReferenceGuide.aspx>

Please clearly indicate on your appeal "Freedom of Information Act Appeal." You may also e-mail your appeal to: HHS.ACFO@hhs.gov.

If you would like to discuss our response before filing an appeal to attempt to resolve your dispute without going through the appeals process, you may contact the IHS FOIA Public Liaison for assistance at:

ATTN: IHS FOIA Public Liaison
Division of Regulatory and Policy Coordination
Office of Management Services
Indian Health Service (IHS)
5600 Fishers Lane

Rockville, MD, 20857

E-mail: IHSFOIAMailbox@ihs.gov

If you are unable to resolve your FOIA dispute through our FOIA Public Liaison, the Office of Government Information Services (OGIS), the Federal FOIA Ombudsman's office, offers mediation services to help resolve disputes between FOIA requesters and Federal agencies. The contact information for OGIS is:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, MD 20740-6001
Telephone: 202-741-5770
Toll-Free: 1-877-684-6448
E-mail: ogis@nara.gov
Fax: 202-741-5769

If you have any questions or need further assistance, please contact Jim Souther at IHSFOIAMailbox@ihs.gov.

Sincerely,

CARL G.
MITCHELL -S

Digitally signed by CARL
G. MITCHELL -S
Date: 2025.10.15
13:55:30 -04'00'

Carl G. Mitchell
FOIA Officer, Director, Division of Regulatory and Policy Coordination

CC: 20-153 File

Souther, James (IHS/HQ)

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Wednesday, June 3, 2020 1:55 AM
To: (b) (6) (b) (6)
Subject: FW: (b) (5)
Attachments: (b) (5)

Forwarding emails from my "inbox"

From: Zach Fuentes [mailto:(b) (6)]
Sent: (b) (5)
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: 'Ashok Sia' <(b) (6)>
Subject: (b) (5)

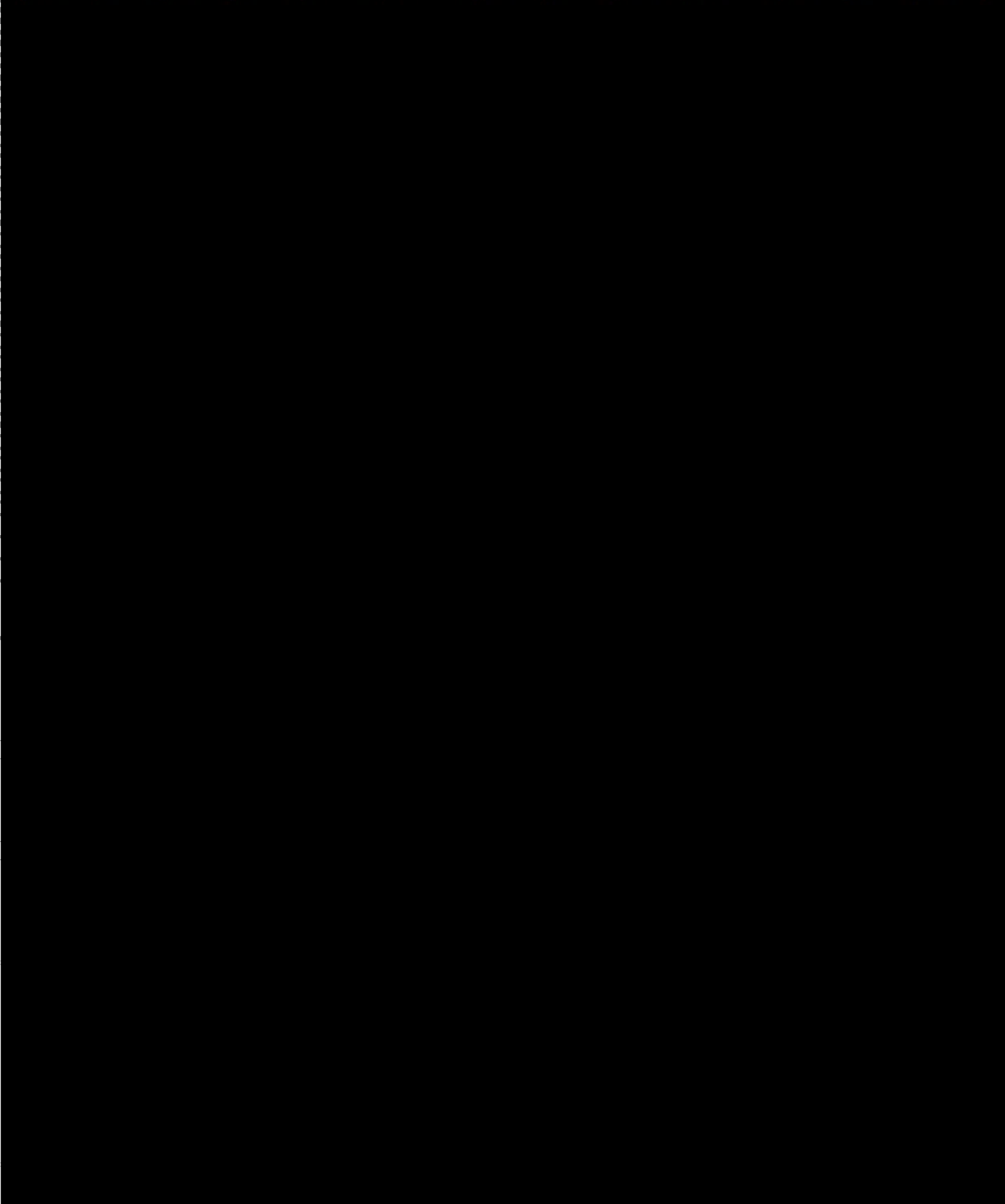
Hi Michelle,

(b) (5)

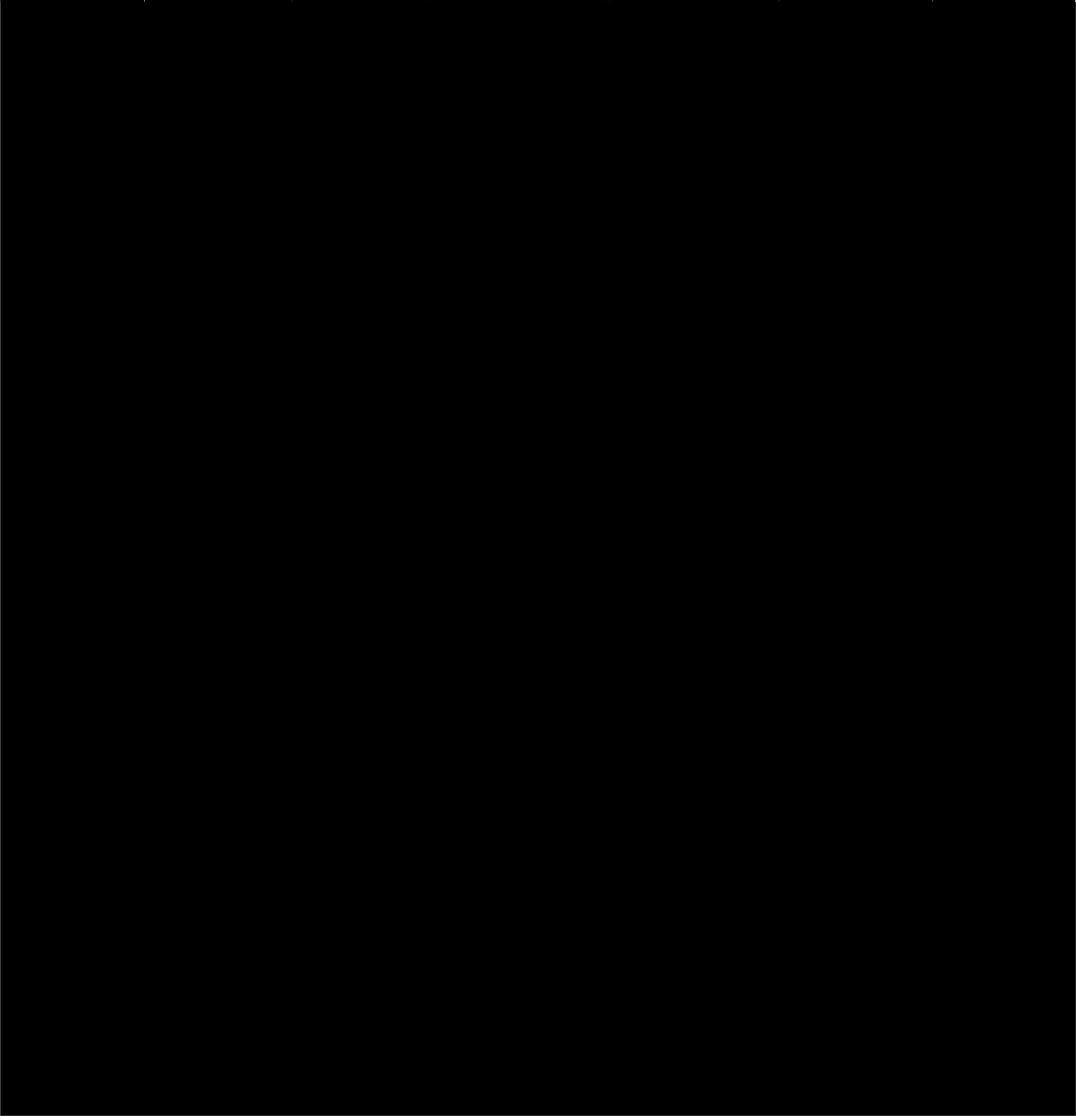
Best,
Zach

(b) (3) (A), (b) (4), (b) (5)

(b) (3) (A), (b) (4), (b) (5)



(b) (3) (A), (b) (4), (b) (5)



Souther, James (IHS/HQ)

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Wednesday, June 3, 2020 1:52 AM
To: (b) (6) (b) (6)
Subject: FW: 3M N95's

From: Zach Fuentes [mailto:(b) (6)]
Sent: Sunday, April 26, 2020 1:35 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: (b) (6)
Subject: 3M N95's

Hi Michelle,

Just wanted to give you quick update. We hope to have access to (b) (4) at significantly lower prices. Please disregard the previous pricing. I will update you as soon as we have more info!

Stay safe!

Best,
Zach

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

From: [James, Michelle \(IHS/NAV\)](#)
To: (b) (6); (b) (6)
Subject: FW: Potential Spam: Check-in
Date: Wednesday, June 3, 2020 1:52:04 AM

From: Zach Fuentes [mailto:(b) (6)]
Sent: Wednesday, April 29, 2020 1:11 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: (b) (6)
Subject: RE: Potential Spam: Check-in

Hi Michelle,

7:45AM is great.

(b) (5)

(b) (5)

(b) (5)

We've been approved as an authorized 3M reseller through our USA 3M distributor. We can talk more tomorrow, but you will be able to order from us, and it will ship directly from 3M in the USA.

It is my sincere desire that we fulfill our commitment to our customers and deliver the highest quality PPE at reasonable prices.

I look forward to talking tomorrow.

Stay Safe!
Best,
Zach

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>

Sent: Wednesday, April 29, 2020 12:46 PM

To: Zach Fuentes <(b) (6)>

Cc: (b) (6)

Subject: RE: Potential Spam: Check-in

7:45am so 9:45am your time.

I only have about 10 mins before I have to log into my class.

Also could you provide an update for the KN95 masks and your DUNS #?

From: Zach Fuentes <(b) (6)>

Sent: Wednesday, April 29, 2020 10:21 AM

To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>

Cc: (b) (6)

Subject: RE: Potential Spam: Check-in

That would be wonderful!

What time works?

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>

Sent: Wednesday, April 29, 2020 12:01 PM

To: Zach Fuentes <(b) (6)>

Cc: (b) (6)

Subject: RE: Potential Spam: Check-in

Hi Zach,

I'm in class this week. Maybe we could try tomorrow morning before my class starts?

Michelle

From: Zach Fuentes <(b) (6)>

Sent: Tuesday, April 28, 2020 12:35 PM

To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>

Cc: (b) (6)

Subject: Potential Spam: Check-in

Hi Michelle,

Is there a good time for us to connect today? We have some great news!

Best,
Zach

Souther, James (IHS/HQ)

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Wednesday, June 3, 2020 1:55 AM
To: (b) (6) (b) (6)
Subject: FW: (b) (5)
Attachments: (b) (5)

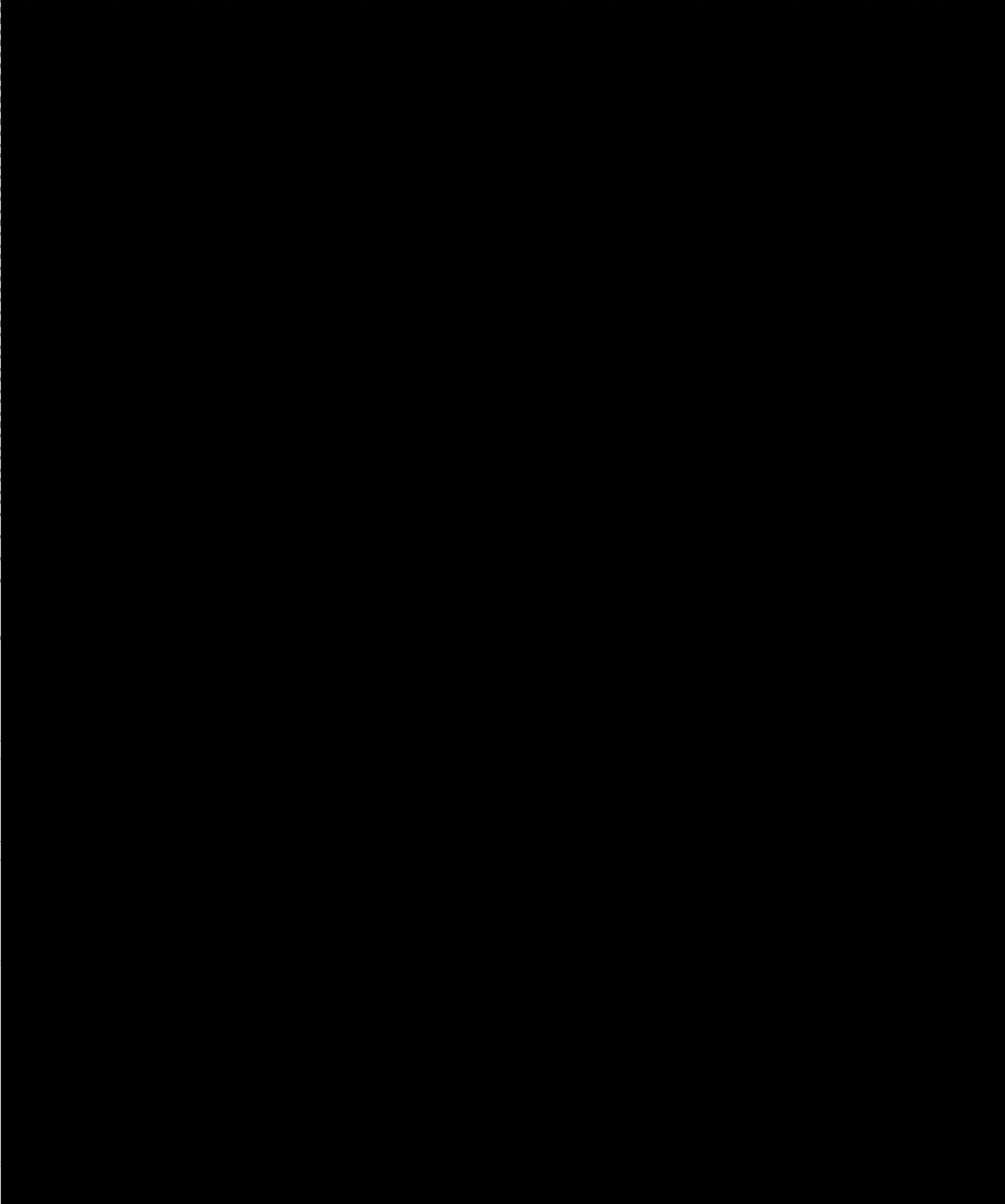
From: Zach Fuentes [mailto:(b) (6)]
Sent: (b) (5)
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: (b) (6)
Subject: (b) (5)

Hi Michelle,

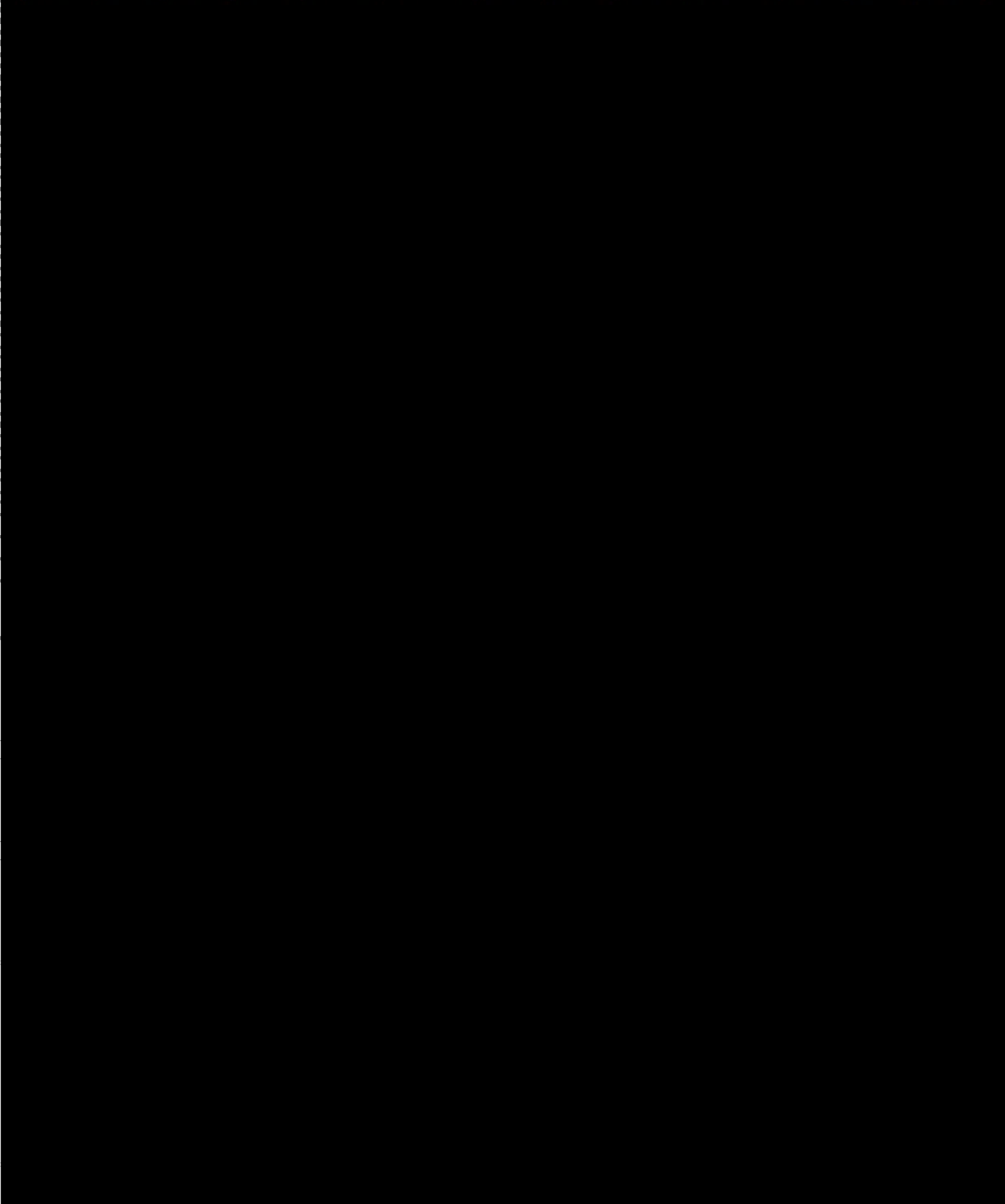
(b) (5)

Thanks!
Zach

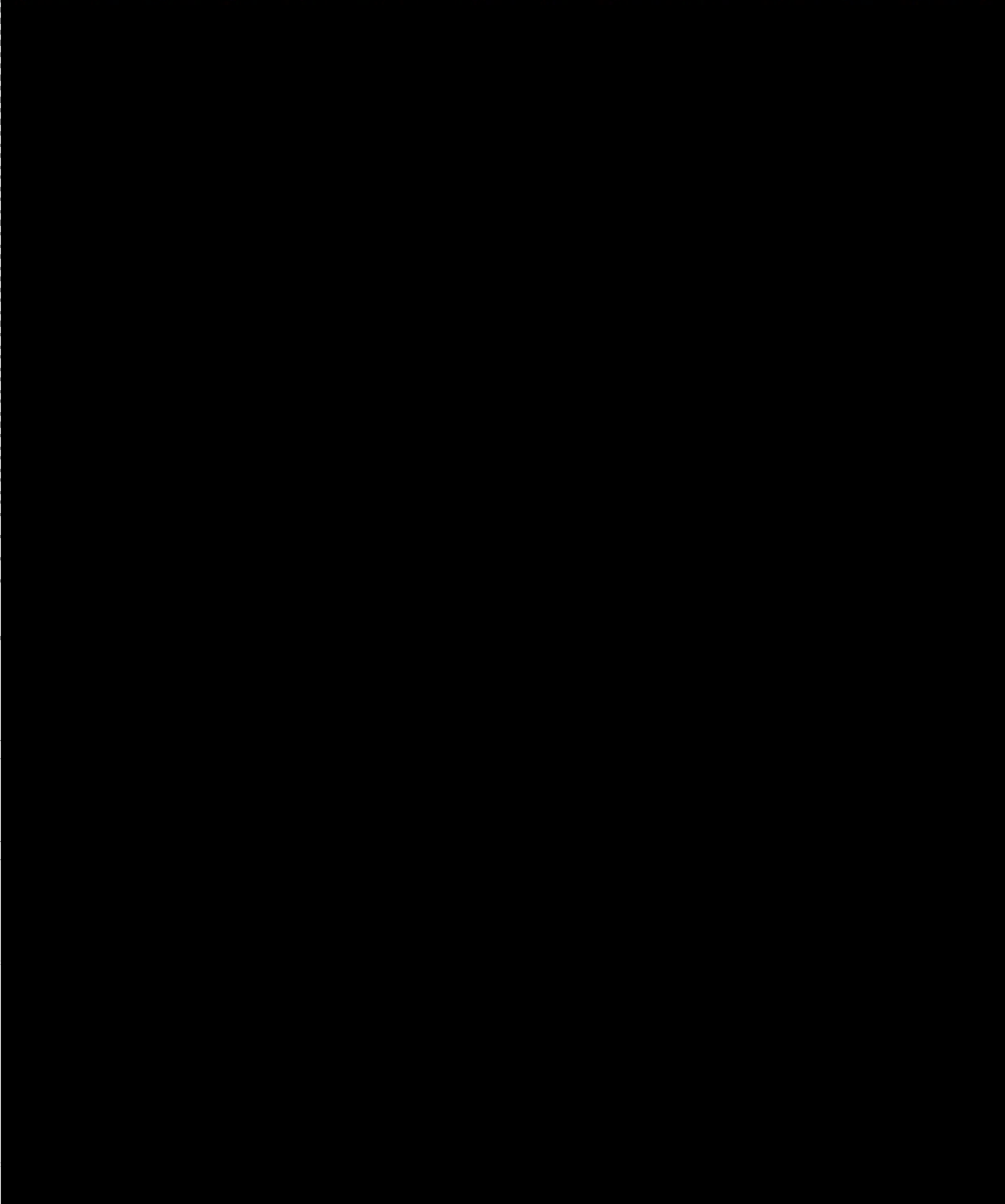
(b) (3) (A), (b) (4), (b) (5)



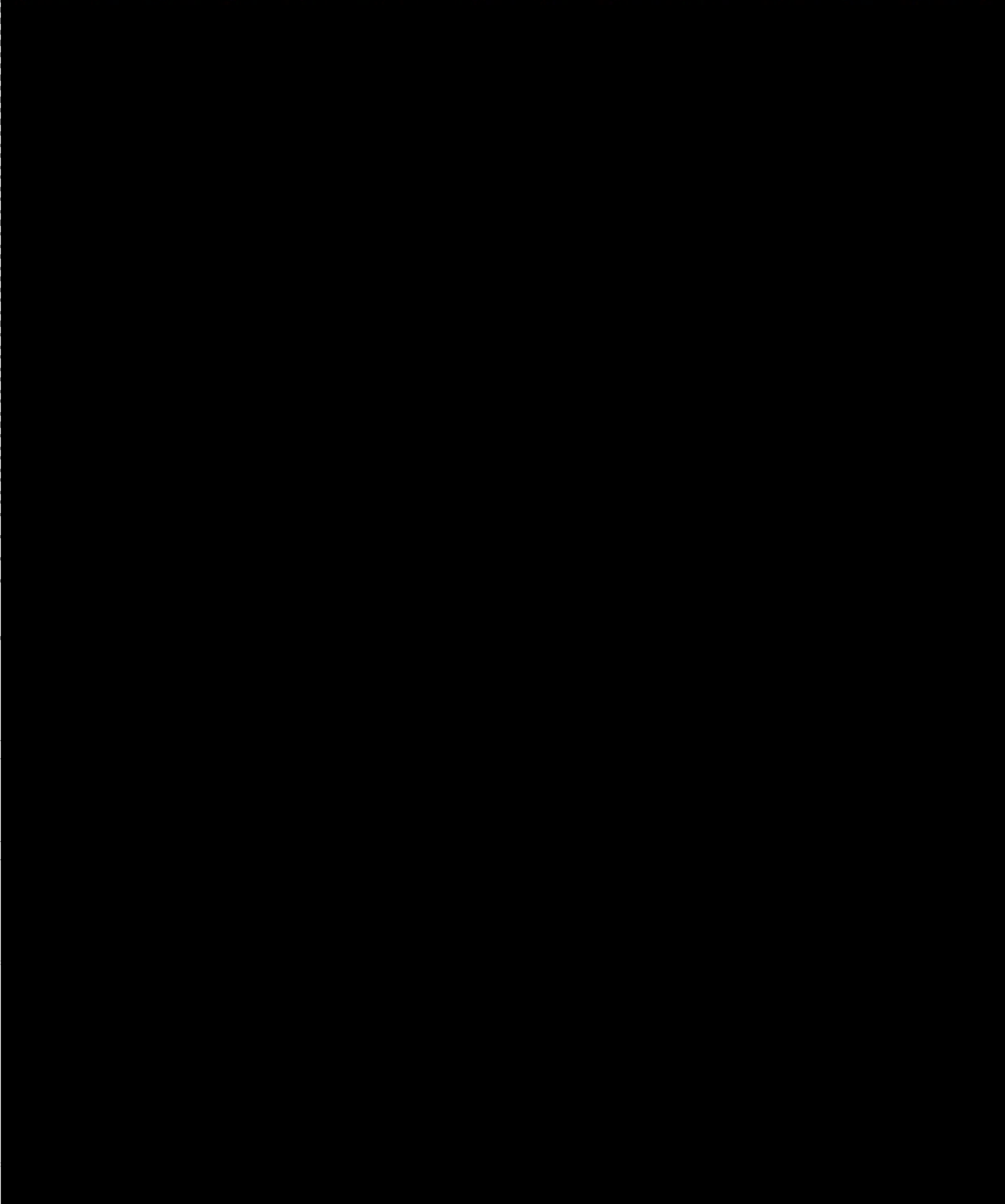
(b) (3) (A), (b) (4), (b) (5)



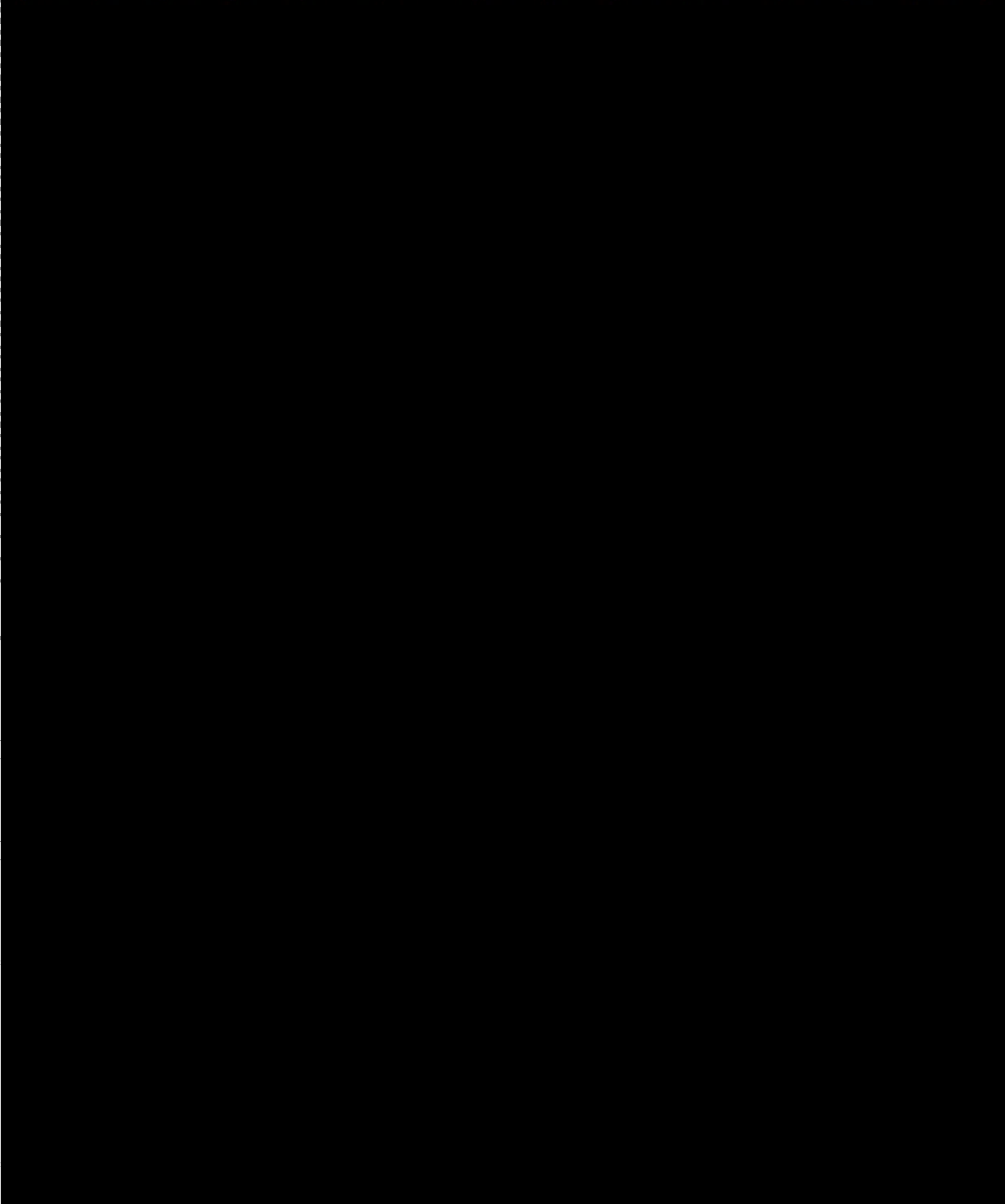
(b) (3) (A), (b) (4), (b) (5)



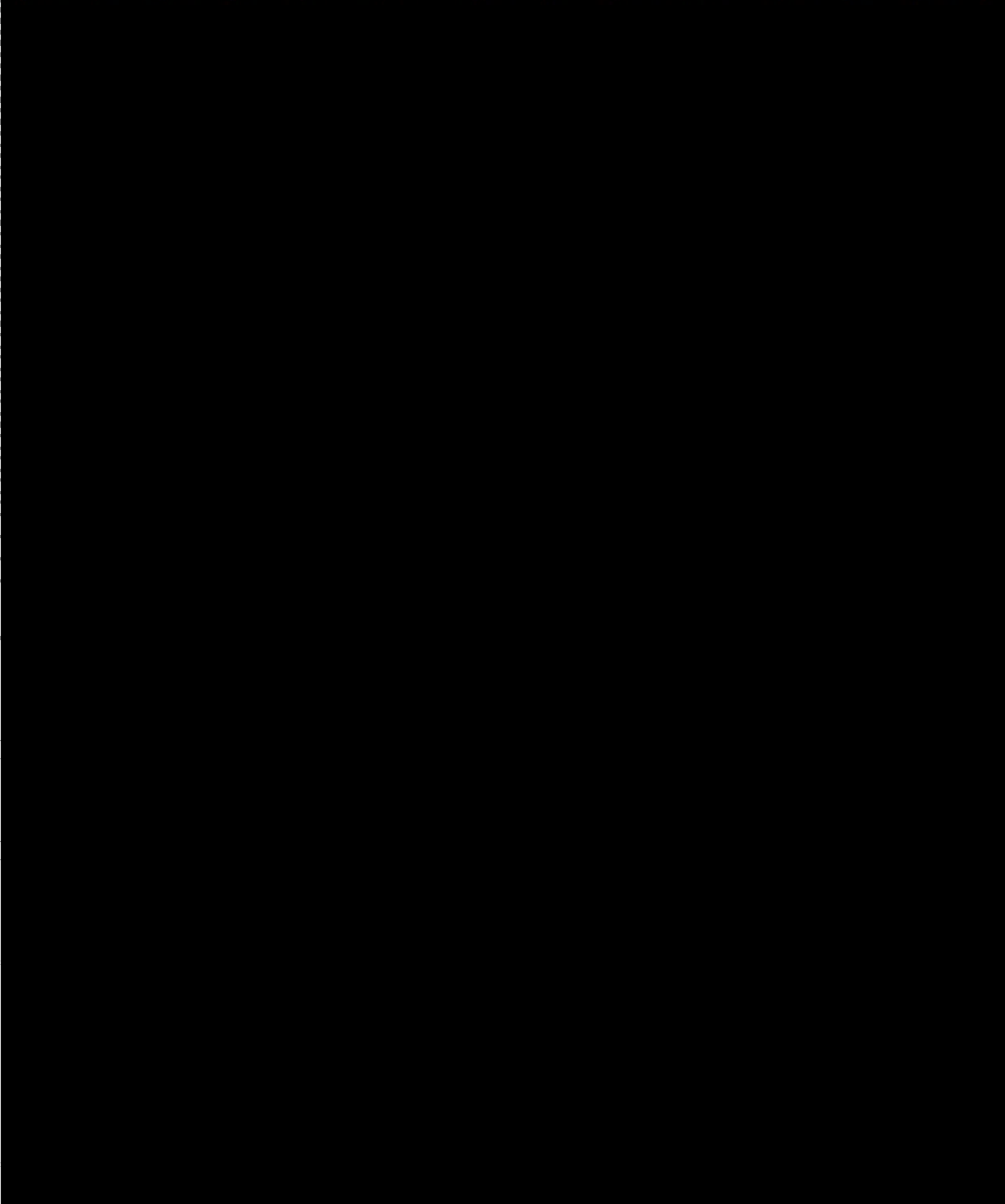
(b) (3) (A), (b) (4), (b) (5)



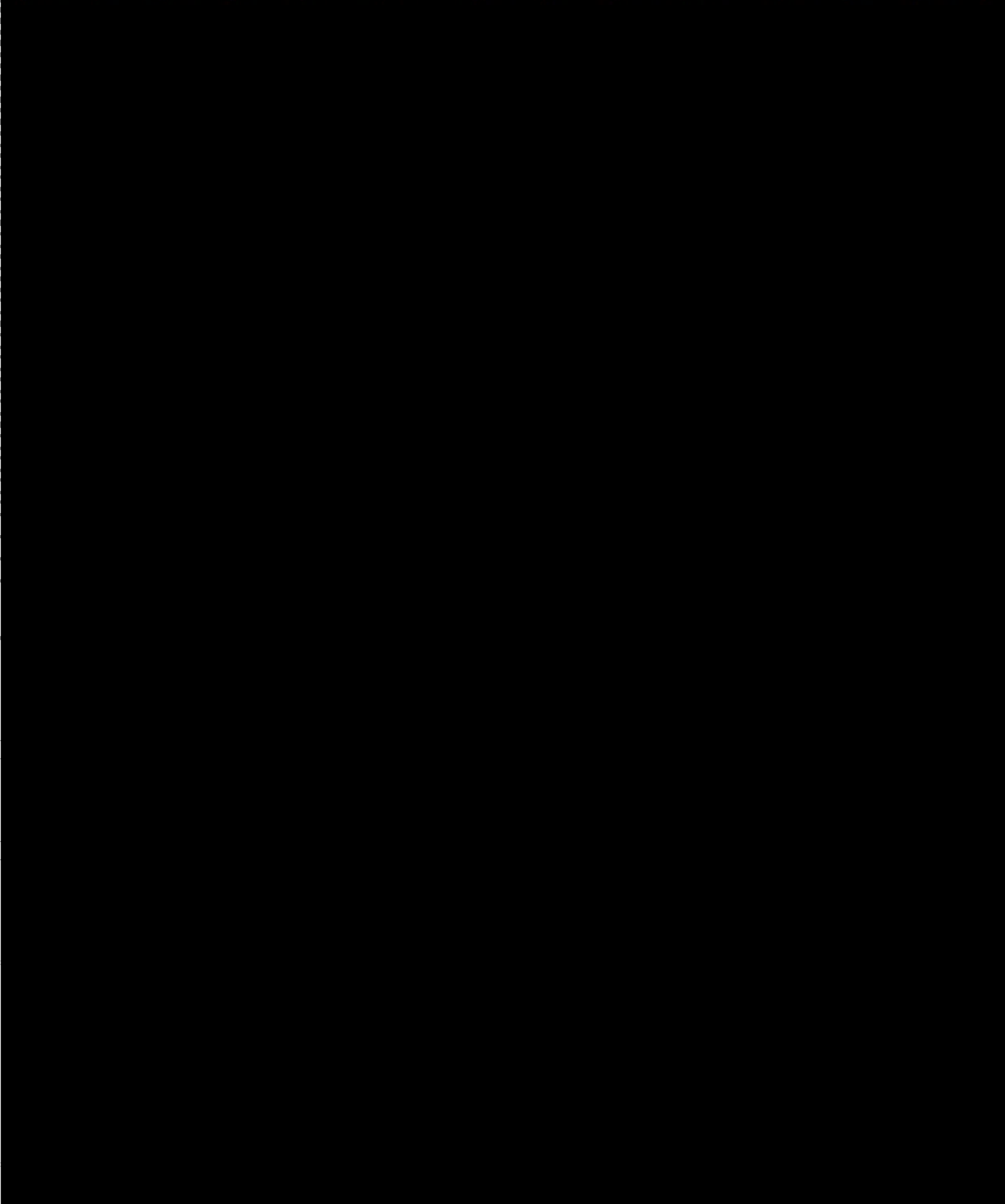
(b) (3) (A), (b) (4), (b) (5)



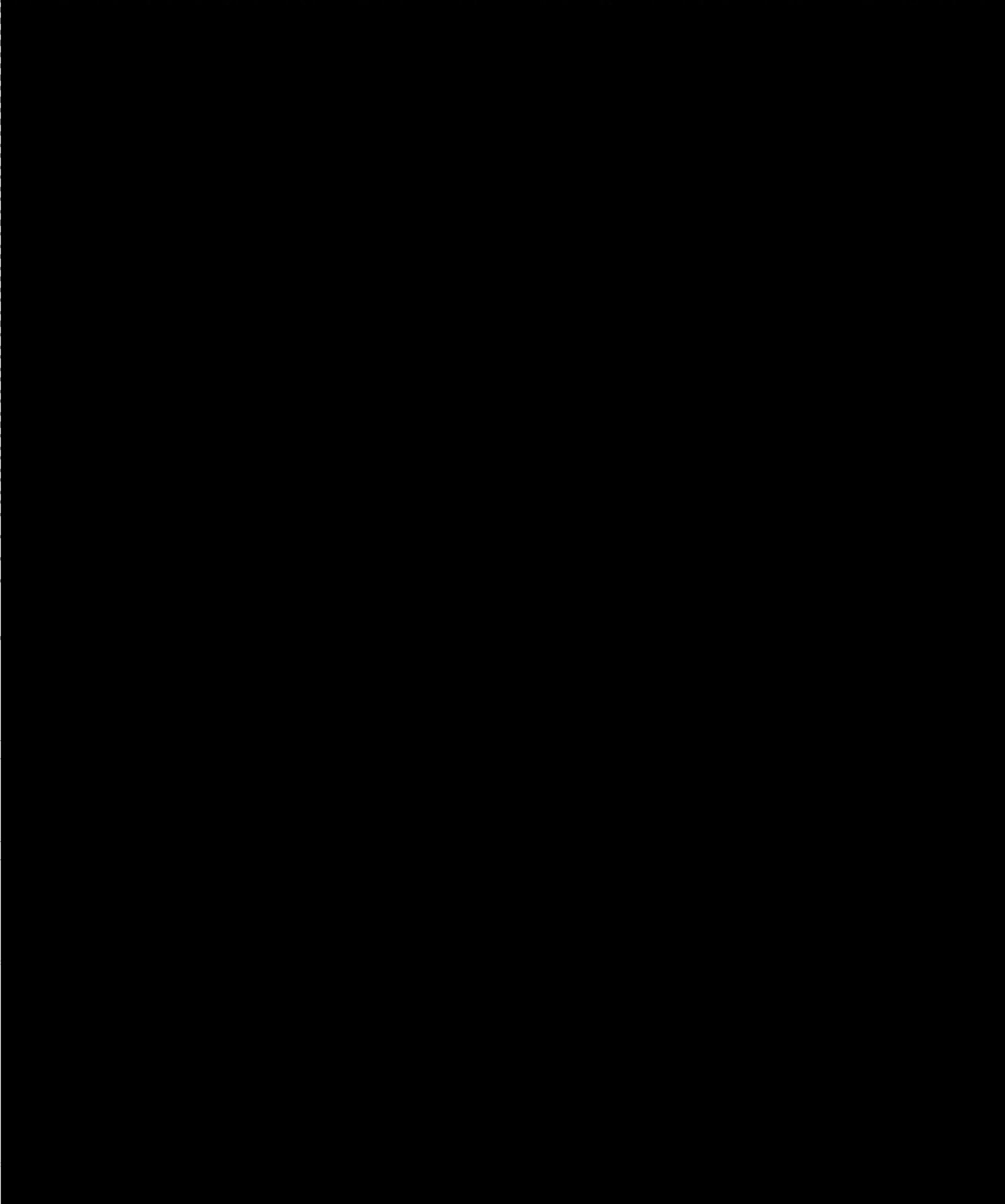
(b) (3) (A), (b) (4), (b) (5)



(b) (3) (A), (b) (4), (b) (5)



(b) (3) (A), (b) (4), (b) (5)



From: James, Michelle (IHS/NAV)
To: [REDACTED]
Subject: FW: DUNS/Cage Code
Date: Wednesday, June 3, 2020 1:52:10 AM

From: Zach Fuentes [mailto:(b) (6)]
Sent: Thursday, April 30, 2020 4:45 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: (b) (6)
Subject: RE: DUNS/Cage Code

Wonderful. Thanks.

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Thursday, April 30, 2020 6:33 PM
To: Zach Fuentes <(b) (6)>
Cc: (b) (6)
Subject: RE: DUNS/Cage Code

Thanks Zach, I'll add your company to our system now.

You should receive the PO by Monday morning. ☺

From: Zach Fuentes [mailto:(b) (6)]
Sent: Thursday, April 30, 2020 11:53 AM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: (b) (6)
Subject: DUNS/Cage Code

Hi Michelle,

I meant to include this in my previous email:

Zach Fuentes LLC / DUNS: 117490976 / Cage: 8JU92

Thanks,
Zach

Entity	Zach Fuentes LLC	Status: Active
DUNS: 117490976	CAGE Code: 8JU92	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 04/14/2021	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

From: James, Michelle (IHS/NAV)
To: [REDACTED] (b) (6)
Subject: FW: DUNS/Cage Code
Date: Wednesday, June 3, 2020 1:57:41 AM
Attachments: Billoftading_IHS.pdf

Forwarding emails from "delete" folder

From: [REDACTED] (b) (6) [mailto:[REDACTED] (b) (6)]
Sent: Thursday, April 30, 2020 4:52 PM
To: Zach Fuentes <[REDACTED] (b) (6)>
Cc: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Subject: Re: DUNS/Cage Code

Thank you Michelle [REDACTED] (b) (5)

[REDACTED] (b) (5)

Thank you and have a nice evening.

Sia

On 2020-04-30 18:44, Zach Fuentes wrote:

||

Wonderful. Thanks.

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Thursday, April 30, 2020 6:33 PM
To: Zach Fuentes <[REDACTED] (b) (6)>
Cc: [REDACTED] (b) (6)
Subject: RE: DUNS/Cage Code

Thanks Zach, I'll add your company to our system now.

You should receive the PO by Monday morning. ☺

From: Zach Fuentes [mailto:[REDACTED] (b) (6)]
Sent: Thursday, April 30, 2020 11:53 AM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: [REDACTED] (b) (6)
Subject: DUNS/Cage Code

Hi Michelle,

I meant to include this in my previous email:

Zach Fuentes LLC / DUNS: 117490976 / Cage: 8JU92

Thanks,

Zach



SHIP FROM

Name: West Direct Logistics
Address: 150 E 157th St
City/State/Zip: Gardena, CA 90248
SID#: FOB: ☐
Expected Ship Date: 04/30/2020
Shipping Hours: 08:00-16:00
Pickup/Delivery Number: 75H71020P01137
Load: [Load-6885](#)
Appointment Time:

SHIP TO

Name: Gallup Regional Supply Center
Address: 2400 Fuhs Ave Bldg 10
City/State/Zip: Gallup, NM 87301
CID#: FOB: ☐
Expected Delivery Date: 05/01/2020
Receiving Hours: 08:00-13:00
Pickup/Delivery Number: 75H71020P01137
Load: [Load-6885](#)
Appointment Time:

THIRD PARTY FREIGHT CHARGES BILL TO

Name: Navegate Logistics - MC553006
Address: PO Box 856466
City/State/Zip: Mendota Heights, MN 55485

SPECIAL INSTRUCTIONS:

NavegateTM

Bill of Lading Number: Load-6885

CARRIER NAME: DELTA LOGISTICS INC

Trailer Number:

Seal Number(s):

SCAC:

PRO Number:

Freight Charge Terms (freight charges are prepaid unless marked otherwise):

Prepaid _____ Collect _____ Third Party ☒ X☐ Master Bill of Lading: with attached underlying Bills of Lading

CUSTOMER ORDER INFORMATION

CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLET/SLIP	ADDITIONAL SHIPPER INFO
S00427208		(b) (4)	Y N	
GRAND TOTAL		(b) (4)		

CARRIER INFORMATION

HANDLING UNIT	PACKAGE	LTL ONLY
QTY TYPE	QTY TYPE WEIGHT HM (X) COMMODITY DESCRIPTION	NMFC # NMFC CLASS
(b) (4) Pallets (48Lx40Wx48H in)	(b) (4) PPE	
	(b) (4) GRAND TOTAL	

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: The agreed or declared value of the property is specifically stated by the shipper to be not exceeding

per

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Shipper Signature

SHIPPER SIGNATURE / DATE

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Trailer Loaded: Freight Counted:

☐ By Shipper:☐ By Shipper:☐ By Driver:☐ By Driver/pallets said to contain:☐ By Driver/Pieces:

CARRIER SIGNATURE / PICKUP DATE

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle.

Property described above is received in good order, except as noted.

James, Michelle (IHS/NAV)

From: James, Michelle (IHS/NAV)
Sent: Friday, May 8, 2020 1:23 PM
To: 'Sia N Ashok'; Zach Fuentes
Subject: RE: Airwar Bill

Good afternoon,

Do you have any updates regarding this order?

Michelle

-----Original Message-----

From: Sia N Ashok [mailto:(b) (4)]
Sent: Thursday, May 7, 2020 8:45 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>; Zach Fuentes <(b) (4)>
Subject: Airwar Bill

Hello Michelle,

PFA the airway bill as discussed, I am working with the logistics company to get this to IHS at the earliest.

Thank you again for your patience.

--

Thank you.

Sia N Ashok

Ph: (b) (6)

James, Michelle (IHS/NAV)

From: Sia N Ashok <(b) (4)>
Sent: Friday, May 8, 2020 1:27 PM
To: James, Michelle (IHS/NAV)
Cc: Zach Fuentes
Subject: Re: Airwar Bill

Hello Michelle,

IHS is my top priority right now, we have everything in the air I am working on getting the logistics in place to get it delivered to IHS asap. We should see everything delivered by the end of next week (starting Monday)

Sorry about the delay Michelle, we are working round the clock to get the deliveries over to IHS. Please feel free to reach out to me if you have any questions or concerns.

--

Thank you.

Sia N Ashok

Ph: (b) (6)

On 2020-05-08 15:23, James, Michelle (IHS/NAV) wrote:

> Good afternoon,

>

> Do you have any updates regarding this order?

>

> Michelle

>

> -----Original Message-----

> From: Sia N Ashok [mailto:(b) (6)]

> Sent: Thursday, May 7, 2020 4:43 PM

> To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>; Zach Fuentes

> (b) (6)

> Subject: Airwar Bill

>

> Hello Michelle,

>

> PFA the airway bill as discussed, I am working with the logistics

> company to get this to IHS at the earliest.

>

> Thank you again for your patience.

>

> --

> Thank you.

>

> Sia N Ashok

> Ph: (b) (6)

James, Michelle (IHS/NAV)

From: messaging-service@post.xero.com on behalf of Sia Ashok <messaging-service@post.xero.com>
Sent: Monday, May 4, 2020 4:16 PM
To: James, Michelle (IHS/NAV)
Subject: Invoice INV-0001 from Zach Fuentes LLC for Indian Health Services Navajo Area Office
Attachments: Invoice INV-0001.pdf

Zach Fuentes LLC

[View invoice](#)

\$3,490,000.00 due May 21
INV-0001

Hi Michelle,

Here's invoice INV-0001 for USD 3,490,000.00.

The amount outstanding of USD 3,490,000.00 is due on May 21, 2020.

View your bill online:

(b) (4)

From your online bill you can print a PDF, export a CSV, or create a free login and view your outstanding bills.

If you have any questions, please let us know.

Thanks,
Zach Fuentes LLC

James, Michelle (IHS/NAV)

From: messaging-service@post.xero.com on behalf of Sia Ashok <messaging-service@post.xero.com>
Sent: Monday, May 4, 2020 4:31 PM
To: (b) (6) James, Michelle (IHS/NAV); (b) (6)
Subject: Revised Invoice INV-0001 from Zach Fuentes LLC for Indian Health Services Navajo Area Office
Attachments: Invoice INV-0001.pdf

Zach Fuentes LLC

[View invoice](#)

\$3,240,000.00 due May 8
INV-0001

Hi Michelle,

Here's the revised invoice INV-0001 for USD 3,240,000.00.

The amount outstanding of USD 3,240,000.00 is due on May 8, 2020.

Please note that:

Buyer is responsible for all applicable taxes.

The total shipment is expected to be delivered by 05/15/2020 due to delays with the customs and air freight as a result of the Chinese holiday. Please expect to see 2 shipments arrive this week.

Kindly Remit Payments to:

Zach Fuentes LLC

Wire Routing Number
Account Number

(b) (4)
(b) (4)

If you have any questions, please let us know.

Thanks,
Zach Fuentes LLC

From: [James, Michelle \(IHS/NAV\)](#)
To: (b) (6); (b) (6)
Subject: FW: Airwar Bill
Date: Wednesday, June 3, 2020 1:58:17 AM

-----Original Message-----

From: Sia N Ashok [[mailto:\(b\) \(6\)](#)]
Sent: Tuesday, May 12, 2020 7:15 AM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Subject: Re: Airwar Bill

Hello Michelle,

Good morning. Wanted to give you a quick update, the goods have landed and I am working on the customs right now and should have them loaded onto our trucks this evening.

Thank you again for being patient.

--

Thank you.

Sia N Ashok
Ph: (b) (6)

On 2020-05-08 15:23, James, Michelle (IHS/NAV) wrote:

> Good afternoon,

>

> Do you have any updates regarding this order?

>

> Michelle

>

> -----Original Message-----

> **From:** Sia N Ashok [[mailto:\(b\) \(6\)](#)]

> **Sent:** Thursday, May 7, 2020 8:45 PM

> **To:** James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>; Zach Fuentes

> (b) (6)

> **Subject:** Airwar Bill

>

> Hello Michelle,

>

> PFA the airway bill as discussed, I am working with the logistics
> company to get this to IHS at the earliest.

>

> Thank you again for your patience.

>

> --

> Thank you.

>

> Sia N Ashok

> Ph: (b) (6)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE OF PAGES

1 8

2. AMENDMENT/MODIFICATION NO.

P00001

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

29

7. ADMINISTERED BY (If other than Item 6)

CODE

Navajo Area Office
PO Box 9020
Window Rock AZ 86515

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ZACH FUENTES LLC 1559522

Attn: ZACHARY FUENTES

ZACH FUENTES LLC

6623 ELECTRIC AVE

WARRENTON VA 20187-2700

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
75H71020P01137

10B. DATED (SEE ITEM 13)

CODE 1559522

FACILITY CODE

04/13/2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Decrease:

-\$250,000.00

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☒ CHECK ONE ☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
FAR 52.212-4(c) - Changes.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Order No. 75H71020P01137 is hereby modified for the following reasons:

-Price reduced from (b) (4) to _____ per mask.

-Delivery date changed from May 8, 2020 to May 29, 2020.

LIST OF CHANGES:

Reason for Modification: Other Administrative Action

Total Amount for this Modification: -\$250,000.00

New Total Amount for this Version: \$3,240,000.00

New Total Amount for this Award: \$3,240,000.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

DEEANDRA SALABYE

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

05/12/2020

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75H71020P01137/P00001PAGE OF
2 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount for this Modification: -\$250,000.00 New Total Obligated Amount for this Award: \$3,240,000.00 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 to GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$486,000 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0D.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500 to SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$486,000 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0F.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 3 Description changed from CHINLE SERVICE UNIT Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75H71020P01137/P00001PAGE OF
3 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 to CHINLE SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$486,000.00 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0A.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$349,000.00 to KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$324,000.00 Total Amount changed from \$349,000.00 to \$324,000.00 Obligated Amount for this Modification: -\$25,000.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$349,000.00 to \$324,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0E.26048 Amount changed from \$349,000.00 to \$324,000.00 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$174,500.00 to CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75H71020P01137/P00001PAGE OF
4 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Qty: (b) (4) Unit Price: \$3.24 ea Total Price: (b) (4) Total Amount changed from \$174,500.00 to \$162,000.00 Obligated Amount for this Modification: -\$12,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$174,500.00 to \$162,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0B.26048 Amount changed from \$174,500.00 to \$162,000.00 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$1,396,000.00 to GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$1,296,000.00 Total Amount changed from \$1,396,000.00 to \$1,296,000.00 Obligated Amount for this Modification: -\$100,000.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$1,396,000.00 to \$1,296,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54U989.26065 Amount changed from \$1,396,000.00 to \$1,296,000.00 LIST OF CHANGES: Reason for Modification: Other Administrative Action Total Amount for this Modification: -\$250,000.00 New Total Amount for this Version: \$3,240,000.00 New Total Amount for this Award: \$3,240,000.00 Obligated Amount for this Modification: -\$250,000.00 New Total Obligated Amount for this Award: Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75H71020P01137/P00001PAGE OF
5 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$3,240,000.00 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 to GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$486,000 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0D.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500 to SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$486,000 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0F.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 3 Continued ...				

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75H71020P01137/P00001PAGE OF
6 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
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CONTINUATION SHEET

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75H71020P01137/P00001PAGE OF
7 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Qty: (b) (4) Unit Price: (b) (4) Total Price: \$174,500.00 to CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$162,000.00 Total Amount changed from \$174,500.00 to \$162,000.00 Obligated Amount for this Modification: -\$12,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$174,500.00 to \$162,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0B.26048 Amount changed from \$174,500.00 to \$162,000.00 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$1,396,000.00 to GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$1,296,000.00 Total Amount changed from \$1,396,000.00 to \$1,296,000.00 Obligated Amount for this Modification: -\$100,000.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$1,396,000.00 to \$1,296,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54U989.26065 Amount changed from \$1,396,000.00 to \$1,296,000.00 Discount Terms: IHS NET 30 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME				

Souther, James (IHS/HQ)

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Wednesday, June 3, 2020 1:58 AM
To: (b) (6) (b) (6)
Subject: FW: Airwar Bill
Attachments: BOL_IHS_130.pdf

-----Original Message-----

From: Sia N Ashok [mailto:(b) (6)]
Sent: Wednesday, May 13, 2020 12:45 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>; Zach Fuentes <(b) (6)>
Subject: Re: Airwar Bill

Hello Michelle,

PFA the BOL for the first load that has just left from LAX.

The shipment will be arriving later this evening, please let me know if they can deliver post 5pm today or first thing tomorrow morning.

I will have 2 more shipments leaving for NM as soon as the customs are cleared and we receive the clearance from the airline freight. We had to break our shipments into multiple quantities to secure airline cargo space.

Please let me know if you will be available for a quick phone call sometime later today, we will also need a revised purchase order from IHS which shows the discounted price which is \$3.24 with the updated delivery schedule.

Thank you again for your patience, we are working round the clock to get this over to you asap.

Thank you.

Sia N Ashok

Ph: (b) (6)

On 2020-05-12 11:18, James, Michelle (IHS/NAV) wrote:

> Thank you.

>

> -----Original Message-----

> **From:** Sia N Ashok [mailto:(b) (6)]
> **Sent:** Tuesday, May 12, 2020 7:15 AM
> **To:** James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>

> Subject: Re: Airwar Bill
>
> Hello Michelle,
>
> Good morning. Wanted to give you a quick update, the goods have landed
> and I am working on the customs right now and should have them loaded
> onto our trucks this evening.
>
>
> Thank you again for being patient.
>
> ---
> Thank you.
>
> Sia N Ashok
> Ph: [REDACTED]
>
> On 2020-05-08 15:23, James, Michelle (IHS/NAV) wrote:
>> Good afternoon,
>>
>> Do you have any updates regarding this order?
>>
>> Michelle
>>
>> -----Original Message-----
>> From: Sia N Ashok [mailto:(b) (6)]
>> Sent: Thursday, May 7, 2020 8:45 PM
>> To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>; Zach Fuentes
>> <(b) (6)>
>> Subject: Airwar Bill
>>
>> Hello Michelle,
>>
>> PFA the airway bill as discussed, I am working with the logistics
>> company to get this to IHS at the earliest.
>>
>> Thank you again for your patience.
>>
>> --
>> Thank you.
>>
>> Sia N Ashok
>> Ph: [REDACTED]

15111 S. FIGUEROA ST
GARDENA, CA 90248 FMC#16472N
TEL: 310-635-7007 X.1000 FAX: 310-635-7010 EMAIL: LAX@UTLUSA.NET

Quote No. : UTLOQN-11018

Date : May-13-2020

Quote by : Kevin Leem Ext:1000

Salesperson : KEVIN LEEM

Validity : May-13-2020 - May-15-2020

Move Type : DOOR/DOOR

Commodity	(b)	(4)
Packages		
Kgs/ Lbs		
Cbm / Cft		

Thank you for considering using our service. We hope to serve you in the very near future.

1 / 1

Souther, James (IHS/HQ)

From: Czajkowski, Julie A (IHS/HQ)
Sent: Friday, August 14, 2020 3:21 PM
To: Truesdale, Kenneth G (IHS/HQ)
Cc: Almaraz, Santiago (IHS/HQ); Jones, Christopher R. (IHS/HQ)
Subject: Action 61470-1 Follow up Letter to Senator Udall and other Congressional Members
Regarding Zach Fuentes, LLC Products
Attachments: 61470-1 Follow up Response to NM and AZ Cong. re Masks to Navajo_Draft 7-6-20
ESS pmClean(CLASedit7-7) AE7-8kt.docx

Good afternoon, Ken,

We just received clearance back from the Area on the attached follow-up letter to Senator Udall. Roselyn Tso cleared the letter and had no suggested edits. Athena Elliott, however, requested that the response be updated to reflect the comments from you in early July. Area you able to update the response?

Julie Czajkowski

The Honorable Tom Udall
United States Senate
Washington DC 20510

Dear Senator Udall:



Sincerely,

RADM Michael D. Weahkee, MBA. MHSA
Assistant Surgeon General, U.S. Public Health Service
Director

Enclosure: Products Supplied to IHS Facilities in the Navajo Area IHS

(b) (5)

- [REDACTED]

[REDACTED]

(b) (5)

(b) (5) [REDACTED]

(b) (5)

[REDACTED]

- [REDACTED]

[REDACTED]

(b) (5)

- [REDACTED]

[REDACTED]

(b) (5)

[REDACTED]

(b) (5)

- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

(b) (5)

- [REDACTED]

(b) (5) [REDACTED]

- [REDACTED]

(b) (5)

[REDACTED]

(b) (5)

(b) (5)



(b) [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(b) (5)

Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Thursday, July 2, 2020 2:00 PM
To: 'bkeime@waldmanbarnett.com'
Subject: Contract Disputes Act Claim of Zack Fuentes LLC
Attachments: Ltr to Mr. Keime, Esq..pdf

Mr. Keime,

Please see the attached letter.

Regards,
Kenneth G. Truesdale
Acting Director, Division of Acquisition Policy
Indian Health Service



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Indian Health Service
Rockville MD 20857

July 2, 2020

Via email to: bkeime@waldmanbarnett.com

Benjamin L. Keime, Esq.
Waldman Barnett Attorneys at Law
3250 Mary St., Ste. 102
Coconut Grove, FL 33133

Re: Contract Disputes Act Claim of Zach Fuentes LLC

Dear Mr. Keime:

This is to acknowledge receipt of the Contract Disputes Act claim you filed on behalf of Zach Fuentes LLC on June 22, 2020. The Indian Health Service has designated me as the contracting officer responsible for adjudicating this claim.

Based on my review of the claim you filed and its exhibits, along with the contract file and other information received from staff of the Navajo Area Office of the Indian Health Service, I have determined that there is evidence of misrepresentation of fact or fraud on the part of the contractor relative to the formation of Purchase Order No. 75H71020P01137. In accordance with Federal Acquisition Regulation (FAR) 33.209, I have therefore referred this matter to the agency official responsible for investigating fraud. In this case, the designated agency official is the Department of Health and Human Services, Office of Inspector General.

Because the contracting officer's authority to decide or resolve claims filed under the Contract Disputes Act does not extend to the "settlement, compromise, payment or adjustment of any claim involving fraud," FAR 33.210(b), no contracting officer's final decision will be issued in this matter while it is before the HHS OIG.

Sincerely,

A handwritten signature in blue ink that reads "Kenneth G. Truesdale".

Kenneth G. Truesdale
Acting Director, Division of Acquisition Policy
Indian Health Service

Souther, James (IHS/HQ)

From: Hodson, Corbrett (IHS/HQ)
Sent: Friday, September 4, 2020 11:40 AM
To: Grinnell, Randy (IHS/HQ); Truesdale, Kenneth G (IHS/HQ)
Cc: Pete, Darren (IHS/HQ); Almaraz, Santiago (IHS/HQ); Taylor, Brandon L (IHS/HQ)
Subject: FW: Briefing Request - Fuentes Contract
Attachments: Select Committee July 14 Letter.pdf

Mr. Grinnell and Mr. Truesdale,

HHS/ASL requested that IHS participate in a briefing with the House Select Committee on the Coronavirus Crisis to discuss the Fuentes Contract, see emails below and the attached letter. We need to schedule a prep meeting with HHS for some time next week and a time for the briefing the week of Sept 14. Will you let us know what will work for your schedules?

Thank you,

Corbrett Hodson
Congressional & Legislative Affairs
Indian Health Service
(301) 443-1966

From: Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>
Sent: Friday, September 4, 2020 9:29 AM
To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>
Cc: Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>
Subject: RE: Briefing Request - Fuentes Contract

Great; thank you for the update. In addition to Mr. Grinnell, let's have Ken Truesdale join as well just as we did for SCIA. Not sure that we need Navajo on but defer to other's input.

Thanks.

RADM Brandon L. Taylor
Assistant Surgeon General, USPHS
Chief of Staff, IHS

From: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>
Sent: Friday, September 4, 2020 8:56 AM
To: Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>
Cc: Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>
Subject: FW: Briefing Request - Fuentes Contract

RADM Taylor,
Kyle provided clarification and there is a plan for HHS to brief the House Select Subcommittee on the Coronavirus Crisis in connection to the attached document request HHS received. IHS would be briefing the staff of the Select Subcommittee about the Fuentes Contract.

HHS is targeting two dates:

(1) a prep call next week (the week of Sept. 7); and

(2) for a call with the Committee staff for the week of September 14. HHS target is to schedule the briefing with the Subcommittee by next Wednesday.

Darren

From: Pete, Darren (IHS/HQ)

Sent: Friday, September 4, 2020 8:52 AM

To: 'Brosnan, Kyle (HHS/OGC)' <Kyle.Brosnan@hhs.gov>; Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Thank you for the clarification.

Darren

From: Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>

Sent: Thursday, September 3, 2020 8:07 PM

To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Thanks Darren,

I think there is some confusion. I am talking about a briefing request we received from the House Select Subcommittee on the Coronavirus Crisis in connection to the attached document request we received. IHS would be briefing the staff of the Select Subcommittee about the Fuentes Contract.

Given that there has been a lot of legwork already done to brief IHS, my thinking is that we use that materials since we don't need to reinvent the wheel and the questions from the Select Subcommittee will likely be similar to the ones we have received from SCIA.

I think the roster of briefers sounds great. Can you please provide me their availability for two dates: (1) a prep call next week (the week of Sept. 7); and (2) for a call with the Committee staff for the week of September 14. We need to schedule the briefing with the Committee by next Wednesday.

Thanks,
Kyle

From: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>

Sent: Thursday, September 3, 2020 5:03 PM

To: Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>; Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Kyle,

In addition (b) (5)



Again, the attached is not IHS cleared and in our internal review process, for internal discussion only.

Darren

From: Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>

Sent: Tuesday, September 1, 2020 10:27 AM

To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Thanks all,

I wanted to circle back and see if we can schedule a pre-brief for a potential briefing with the Select Subcommittee next week. The topics and likely questions would track what has been previously prepared for SCIA. Can we identify who the briefers would be, set up the pre-brief (it could be short since we've done this before), and find times to conduct the briefing?

Thanks,

Kyle

From: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>

Sent: Tuesday, August 25, 2020 11:53 AM

To: Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

(b) (5)



Thanks.

Darren

From: Strom, John (HHS/OGC) <John.Strom@hhs.gov>

Sent: Tuesday, August 25, 2020 11:40 AM

To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci

(HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Please (b) (5) to allow for .

From: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>

Sent: Tuesday, August 25, 2020 11:29 AM

To: Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Kyle,

(b) (5)

Let me know if you would like to see those also.

Darren

From: Pete, Darren (IHS/HQ)

Sent: Thursday, August 20, 2020 4:18 PM

To: 'Brosnan, Kyle (HHS/OGC)' <Kyle.Brosnan@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>

Cc: Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Kyle,

I will check with our staff. There are several bodies on this one.

Darren

From: Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>

Sent: Thursday, August 20, 2020 4:05 PM

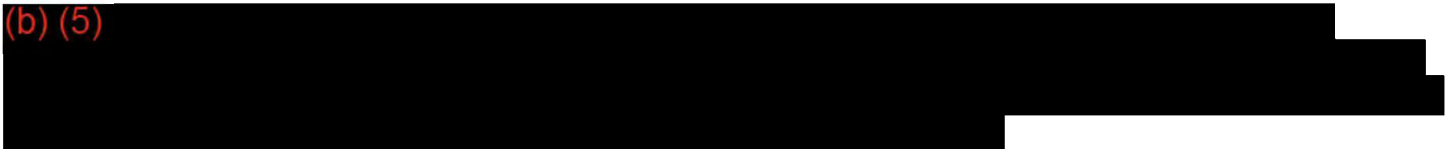
To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>

Cc: Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: Briefing Request - Fuentes Contract

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(b) (5)



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SELECT SUBCOMMITTEE ON THE CORONAVIRUS CRISIS

2157 RAYBURN HOUSE OFFICE BUILDING

WASHINGTON, DC 20515-6143

PHONE (202) 225-4400

<https://coronavirus.house.gov>

July 14, 2020

The Honorable Alex M. Azar II
Secretary
Department of Health and Human Services
200 Independence Avenue, S.W.
Washington, D.C. 20201

The Honorable Chad F. Wolf
Acting Secretary
Department of Homeland Security
245 Murray Lane, S.W.
Washington, D.C. 20528

The Honorable Mark T. Esper
Secretary
Department of Defense
1000 Defense Pentagon
Washington, D.C. 20301

The Honorable Robert Wilkie
Secretary
Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, D.C. 20571

Dear Secretary Azar, Acting Secretary Wolf, Secretary Esper, and Secretary Wilkie:

The Select Subcommittee on the Coronavirus Crisis is investigating the federal government's efforts to procure personal protective equipment (PPE), testing supplies, and other medical equipment during the coronavirus outbreak. Recent reports indicate that federal agencies awarded contracts to businesses that had political connections to the Trump Administration, lacked federal contracting experience, and had been selected by the White House without competition or transparency. Some of these companies failed to provide the supplies promised. The Select Subcommittee is concerned that these contracting practices may have wasted taxpayer dollars and exacerbated shortages of critical supplies, contributing to the spread of the coronavirus and the death of Americans. We write to request documents and information regarding contracts awarded by your departments, as well as the Administration's plans to meet the urgent need for these supplies as coronavirus cases rise across the United States.

Shortages of PPE have been reported throughout the country since the onset of the coronavirus pandemic.¹ More than five months into the crisis, many health care and nursing home workers report reusing or rationing supplies due to shortages.² Internal projections from

¹ *HHS Clarifies US Has About 1% of Face Masks Needed for 'Full-Blown' Coronavirus Pandemic*, CNBC (Mar. 4, 2020) (online at www.cnbc.com/2020/03/04/hhs-clarifies-us-has-about-1percent-of-face-masks-needed-for-full-blown-pandemic.html).

² *'It's Like Pulling Teeth': There's Still a PPE Shortage — and a Second Wave Could Send Medical Workers into Crisis Mode*, Boston Globe (June 21, 2020) (online at www.bostonglobe.com/2020/06/21/nation/dangerous-shortages-protective-gear-persist-mass-hospitals-clinicians-say/); Select Committee on the Coronavirus Crisis, *Frontline Heroes Demand Federal Action To Keep Them Safe During Coronavirus Crisis* (May 22, 2020) (online at <https://coronavirus.house.gov/news/press-releases/frontline-heroes-demand-federal-action-keep-them-safe-during-coronavirus-crisis>).

the Administration's Supply Chain Task Force last month show that the Task Force expected demand for gowns and surgical masks to continue to outpace supply, including a projected shortage of approximately 100 million gowns and 40 million N95 respirators in July alone.³ The recent surge in coronavirus cases has compounded these shortages, especially in hotspots like Texas and Florida.⁴ The surge in cases has also contributed to growing shortages of testing supplies.⁵

On July 2, 2020, the Select Subcommittee held a hearing on these issues, in which Subcommittee Members raised concerns about the lack of a clear chain of command, the lack of a comprehensive federal plan to procure and distribute supplies, and the failure to implement robust, transparent contracting practices.⁶ The Subcommittee has concerns about several specific contracting practices that may be contributing to shortages of PPE and other supplies.

First, contracts for PPE have been awarded to unqualified companies with political ties to the Administration. For example:

- The President's former Deputy Chief of Staff at the White House, Zachary Fuentes, was awarded a \$3 million federal contract from the Indian Health Services (IHS) to provide respirator masks to the Navajo Nation. Mr. Fuentes created the company that won the contract, Zach Fuentes LLC, just 11 days before the contract was awarded. Mr. Fuentes delivered masks that were unsuitable for use in a medical or surgical environment, contrary to the terms of the contract.⁷ More than 130,000 masks provided by this company were reviewed by IHS "due to a potential discrepancy between the outer package labeling and the labeling on the actual product inside the package."⁸ On June 24, IHS reported

³ *Internal Document Reveals Federal Plan to Ask Nurses to Reuse Masks*, Roll Call (June 9, 2020) (online at www.rollcall.com/2020/06/09/internal-document-reveals-federal-plan-to-ask-nurses-to-reuse-masks/).

⁴ *'The New Gold': Demand for PPE Soars Again Amid Shortage as US Cases Rise*, The Guardian (June 29, 2020) (online at www.theguardian.com/world/2020/jun/29/demand-ppe-soars-again-amid-shortage-us-cases-rise).

⁵ *A Dire Warning From COVID-19 Test Providers*, The Atlantic (June 30, 2020) (online at www.theatlantic.com/science/archive/2020/06/us-coronavirus-testing-could-fail-again/613675/).

⁶ Select Subcommittee on the Coronavirus Crisis, *Hearing on Supply Shortages, Top Officials Acknowledge Country Is Failing To Control Coronavirus* (July 2, 2020) (online at <https://coronavirus.house.gov/news/press-releases/hearing-supply-shortages-top-officials-acknowledge-country-failing-control>).

⁷ *The Feds Gave a Former White House Official \$3 Million to Supply Masks to Navajo Hospitals. Some May Not Work*, ProPublica (May 22, 2020) (online at www.propublica.org/article/the-feds-gave-a-former-white-house-official-3-million-to-supply-masks-to-navajo-hospitals-some-may-not-work); USASpending.gov, Purchase Order 75H71020P01137 (online at www.usaspending.gov/#/award/CONT_AWD_75H71020P01137_7527_-NONE_-NONE-).

⁸ *Democratic Congressman Calls for Probe into Former White House Officials \$3 Million Mask Deal*, ProPublica (May 26, 2020) (online at www.propublica.org/article/democratic-congressman-calls-for-probe-into-former-white-house-officials-3-million-mask-deal).

that “after completing inspection of the product, the Indian Health Service sent a letter to the contractor proposing to return the masks through a no-cost termination.” Mr. Fuentes refused and instead is seeking full payment for the unusable masks.⁹

- The Department of Veterans Affairs (VA) awarded more than 20 contracts for PPE and other supplies, many of them without competition, to AvMEDICAL. The contract awards began just four weeks after the company’s chief executive officer, Troy Mizell, gave \$85,500 to the President’s joint fundraising committee and the Republican National Committee.¹⁰ Mr. Mizell previously served as chief executive officer of another contractor, AvKARE, which the VA Inspector General concluded in 2015 had “misrepresented that they are a pharmaceutical manufacturer” and “misrepresented that they had commercial sales” in order to secure a different VA contract.¹¹

Second, the Administration awarded contracts to inexperienced suppliers, often without competitive bidding. One analysis of recent federal procurements shows that approximately one out of every five coronavirus-related contracts above \$1 million went to companies with no previous record of working with the federal government.¹² More than 445 companies had no prior experience in the federal marketplace before receiving awards related to the pandemic response.¹³ Many of the companies awarded contracts for PPE or critical supplies—such as medicines used to sedate patients on ventilators or materials needed for testing—registered to do business with the government for the first time this year, some just days before successfully winning a contract.¹⁴ More than a quarter of these contracts were awarded on a non-competitive

⁹ *The Indian Health Service Wants to Return 1 Million KN95 Masks It Bought From a Former White House Official*, ProPublica (June 25, 2020) (online at www.propublica.org/article/the-indian-health-service-wants-to-return-1-million-kn95-masks-it-bought-from-a-former-white-house-official#970482).

¹⁰ *Federal Agencies Turn to Untested Suppliers for Big PPE Contracts*, CNN (May 27, 2020) (online at www.cnn.com/2020/05/27/politics/coronavirus-federal-contracts-ppe-suppliers-problems-invs/index.html); USASpending.gov, *Spending by Transaction - AvMedical* (online at www.usaspending.gov/#/keyword_search/AvMedical).

¹¹ *Trump Donor Sued the VA—Now He’s Getting Its COVID-19 Contracts*, Daily Beast (June 6, 2020) (online at www.thedailybeast.com/trump-donor-sued-the-va-now-hes-getting-its-covid-19-contracts).

¹² *Federal Agencies Turn to Untested Suppliers for Big PPE Contracts*, CNN (May 27, 2020) (online at www.cnn.com/2020/05/27/politics/coronavirus-federal-contracts-ppe-suppliers-problems-invs/index.html);

¹³ *A Company Run by a White House “Volunteer” With No Experience in Medical Supplies Got \$2.4 Million From the Feds for Medical Supplies*, ProPublica (June 26, 2020) (online at www.propublica.org/article/a-company-run-by-a-white-house-volunteer-with-no-experience-in-medical-supplies-got-2.4-million-from-the-feds-for-medical-supplies).

¹⁴ *Federal Agencies Turn to Untested Suppliers for Big PPE Contracts*, CNN (May 27, 2020) (online at www.cnn.com/2020/05/27/politics/coronavirus-federal-contracts-ppe-suppliers-problems-invs/index.html); *Trump to Tap New Company to Make Covid-19 Drugs in the U.S.*, New York Times (May 18, 2020) (online at www.nytimes.com/2020/05/18/us/politics/trump-coronavirus-drug-manufacturing.html); *The Trump Administration Paid Millions for Test Tubes — and Got Unusable Mini Soda Bottles*, ProPublica (June 18, 2020) (online at

basis under emergency acquisition authority, despite evidence that numerous qualified vendors exist in the market.¹⁵ For example:

- Fillakit, LLC received a \$10 million contract from FEMA just seven days after the company was formed on May 1, 2020.¹⁶ This four-year contract required Fillakit to domestically manufacture testing supplies that are at risk of shortage, including test tubes and swabs.¹⁷ Instead of delivering standard testing tubes, Fillakit LLC reportedly provided the government with three million plastic tubes that are unsuitable in size for standard laboratories and appear to be contaminated.¹⁸
- FEMA canceled a \$55 million contract for N95 masks with Panthera Worldwide, LLC, which had received only one previous federal contract four years earlier.¹⁹ The contract was awarded without competition, even though Panthera charged \$5.50 per mask, significantly more than the manufacturer's list prices of \$0.68 to \$3.40.²⁰ Reports indicate that Panthera's parent company had not had any employees since May 2018, had no history of producing medical equipment, and

www.propublica.org/article/the-trump-administration-paid-millions-for-test-tubes-and-got-unusable-mini-soda-bottles).

¹⁵ *The White House Pushed FEMA To Give its Biggest Coronavirus Contract to a Company That Never Had to Bid*, ProPublica (Apr. 10, 2020) (online at www.propublica.org/article/the-white-house-pushed-fema-to-give-its-biggest-coronavirus-contract-to-a-company-that-never-had-to-bid).

¹⁶ *The Trump Administration Paid Millions for Test Tubes — and Got Unusable Mini Soda Bottles*, ProPublica (June 18, 2020) (online at www.propublica.org/article/the-trump-administration-paid-millions-for-test-tubes-and-got-unusable-mini-soda-bottles).

¹⁷ USASpending.gov, Delivery order 70FB7020F00000113 (online at www.usaspending.gov/#/award/CONT_AWD_70FB7020F00000113_7022_70FB7020D00000029_7022); *The Trump Administration Paid Millions for Test Tubes — and Got Unusable Mini Soda Bottles*, ProPublica (June 18, 2020) (online at www.propublica.org/article/the-trump-administration-paid-millions-for-test-tubes-and-got-unusable-mini-soda-bottles).

¹⁸ *The Trump Administration Paid Millions for Test Tubes — and Got Unusable Mini Soda Bottles*, ProPublica (June 18, 2020) (online at www.propublica.org/article/the-trump-administration-paid-millions-for-test-tubes-and-got-unusable-mini-soda-bottles).

¹⁹ *FEMA Cancels \$55 Million Contract for N95 Masks*, CNN (May 14, 2020) (online at www.cnn.com/2020/05/13/politics/fema-ppe-contract-cancelled-coronavirus/index.html); USASpending.gov (online at www.usaspending.gov/#/award/CONT_AWD_70FB7020C00000006_7022_-NONE_-NONE-).

²⁰ *Fraudulent Activity, Price Gouging, and Counterfeit Products*, 3M (May 18, 2020) (online at www.multimedia.3m.com/mws/media/1803670O/fraudulent-activity-price-gouging-and-counterfeit-products.pdf); *Federal Agencies Turn to Untested Suppliers for Big PPE Contracts*, CNN (May 27, 2020) (online at www.cnn.com/2020/05/27/politics/coronavirus-federal-contracts-ppe-suppliers-problems-invs/index.html).

filed for bankruptcy before FEMA's contract was awarded. The company's owners have been sued for fraud.²¹

- VA canceled a \$35 million contract awarded on a non-competitive basis for N95 masks with Federal Government Experts, LLC, a first-time federal contractor, after the company failed to secure the 6 million masks the agency ordered.²² The company reportedly had no experience selling medical equipment, lacked a realistic plan to acquire masks, and charged the government \$5.75 per mask, more than three times the manufacturer's price.²³

Third, the White House reportedly pushed for some contracts to be awarded to particular companies without competition. For example, FEMA awarded Immediate Response Technologies, LLC, a subsidiary of AirBoss, a \$96 million sole-source contract for respirators and filters. An entry in a federal procurement database states that the award was "ordered by the White House."²⁴

The Subcommittee is seeking to determine why the Administration engaged in these contract practices, the impact of these practices on the availability of personal protective equipment and other supplies, and the steps the Administration is taking to address ongoing shortages.

To assist the Select Subcommittee with this investigation, please produce by July 28, 2020, the following documents and information from January 1, 2020, to the present. These requests are consistent with House Resolution 935, which established the Select Subcommittee on the Coronavirus Crisis "to conduct a full and complete investigation" of "issues related to the coronavirus crisis," including the "preparedness for and response to the coronavirus crisis, including ... the acquisition, distribution, or stockpiling of protective equipment and medical supplies."

²¹ *In Coronavirus Scramble for N95 Masks, Trump Administration Pays Premium to Third-Party Vendors*, Washington Post (April 15, 2020) (online at www.washingtonpost.com/national/coronavirus-trump-masks-contracts-prices/2020/04/15/9c186276-7f20-11ea-8de7-9fdff6d5d83e_story.html).

²² *Federal Agencies Turn to Untested Suppliers for Big PPE Contracts*, CNN (May 27, 2020) (online at www.cnn.com/2020/05/27/politics/coronavirus-federal-contracts-ppe-suppliers-problems-invs/index.html); USASpending.gov (online at www.usaspending.gov/#/award/CONT_AWD_36E77620C0056_3600_-NONE_-NONE-).

²³ *How Profit and Incompetence Delayed N95 Masks While People Died at the VA*, ProPublica (May 1, 2020) (online at www.propublica.org/article/how-profit-and-incompetence-delayed-n95-masks-while-people-died-at-the-va).

²⁴ *The White House Pushed FEMA To Give its Biggest Coronavirus Contract to a Company That Never Had to Bid*, ProPublica (April 10, 2020) (online at www.propublica.org/article/the-white-house-pushed-fema-to-give-its-biggest-coronavirus-contract-to-a-company-that-never-had-to-bid); System for Award Management, *Contract Award Summary for Purchase Order 70FB7020P00000008* (online at beta.sam.gov/awards/89347966%2BAWARD?keywords=70FB7020P000000008&sort=-relevance&index=&is_active=true&page=1).

1. All formal or informal policies, procedures, and guidance regarding procuring PPE, medical equipment, and testing supplies to meet the demand of states and other entities or to replenish the Strategic National Stockpile, including but not limited to guidance regarding use of emergency contracting procedures, and the certification, prioritization, acquisition, production, delivery method, or exclusion of any products;
2. The complete contract files, including but not limited to all solicitations, contracts, task orders, justifications for other than full and open competition, responsibility determinations, documentation of acceptance or performance, and verification of price reasonableness for any contract for PPE, medical equipment, or testing supplies, with any of the following entities:
 - a. Zach Fuentes, LLC;
 - b. AvMEDICAL, LLC;
 - c. Phlow Corporation;
 - d. Immediate Response Technologies, LLC or AirBoss;
 - e. Fillakit, LLC;
 - f. Federal Government Experts, LLC; and
 - g. Panthera Worldwide, LLC; and
3. For each entity listed in Request 2, all documents and communications regarding the contract award, including internal agency communications and communications with the White House, other federal agencies, the company, or others;
4. All documents reflecting any bids or proposals received in connection with each contract responsive to Request 2, including all analyses of these bids and proposals;
5. All projections, forecasts, models, and estimates, including underlying data, relating to the amount of personal protective equipment and other medical supplies needed to respond to the coronavirus crisis, including for filling the Strategic National Stockpile and distributing to any state or territory, as well as the supply of these materials, including the following categories:
 - a. N95 respirator masks;
 - b. surgical masks;
 - c. face shields;
 - d. isolation gowns;
 - e. surgical gowns;
 - f. goggles;
 - g. disposable caps;
 - h. disposable shoe covers;

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- i. disposable gloves;
 - j. ventilators; and
 - k. testing kits or other testing-related supplies; and
6. A list of contracts awarded to procure any items listed in Request 5 in connection with the coronavirus crisis, including the name of the vendor, date of the contract, value of the contract, quantity of supplies ordered, and actual or expected date of delivery; and
7. A detailed description of the Administration's plans to procure personal protective equipment, testing supplies, and other medical supplies; to replenish of the Strategic National Stockpile; and to distribute supplies to states and territories in response to the coronavirus outbreak.

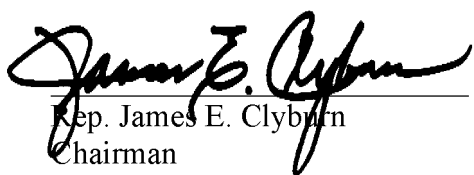
In addition, the Subcommittee reiterates the request made at the Select Subcommittee's July 2, 2020, hearing for biweekly updates on the projected supply and demand for PPE and testing supplies. At that hearing, Chairman Clyburn stated:

[T]o ensure this problem gets fixed, we need you to keep Congress apprised of your progress. I am therefore calling on FEMA, HHS, and DOD to provide this Committee with biweekly updates on the projected supply and demand for PPE and testing supplies.²⁵

Please provide these biweekly updates beginning on July 20, 2020.

An attachment to this letter provides additional instructions for responding to the Select Subcommittee's request. If you have any questions regarding this request, please contact Select Subcommittee staff at (202) 225-4400.

Sincerely,

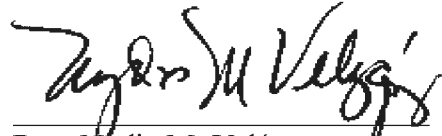

Rep. James E. Clyburn
Chairman


Rep. Maxine Waters

²⁵ Select Subcommittee on the Coronavirus Crisis, *Hearing on The Administration's Efforts to Procure, Stockpile, and Distribute Critical Supplies* (June 2, 2020) (online at <https://coronavirus.house.gov/subcommittee-activity/hearings/administration-s-efforts-procure-stockpile-and-distribute-critical>).

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The Honorable Robert Wilkie
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Rep. Carolyn B. Maloney


Rep. Nydia M. Velázquez


Rep. Bill Foster


Rep. Jamie Raskin


Rep. Andy Kim

Enclosure

cc: The Honorable Steve Scalise, Ranking Member

Responding to Oversight Committee Document Requests

1. In complying with this request, produce all responsive documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, and representatives acting on your behalf. Produce all documents that you have a legal right to obtain, that you have a right to copy, or to which you have access, as well as documents that you have placed in the temporary possession, custody, or control of any third party.
2. Requested documents, and all documents reasonably related to the requested documents, should not be destroyed, altered, removed, transferred, or otherwise made inaccessible to the Committee.
3. In the event that any entity, organization, or individual denoted in this request is or has been known by any name other than that herein denoted, the request shall be read also to include that alternative identification.
4. The Committee's preference is to receive documents in electronic form (i.e., CD, memory stick, thumb drive, or secure file transfer) in lieu of paper productions.
5. Documents produced in electronic format should be organized, identified, and indexed electronically.
6. Electronic document productions should be prepared according to the following standards:
 - a. The production should consist of single page Tagged Image File ("TIF"), files accompanied by a Concordance-format load file, an Opticon reference file, and a file defining the fields and character lengths of the load file.
 - b. Document numbers in the load file should match document Bates numbers and TIF file names.
 - c. If the production is completed through a series of multiple partial productions, field names and file order in all load files should match.
 - d. All electronic documents produced to the Committee should include the following fields of metadata specific to each document, and no modifications should be made to the original metadata:

BEGDOC, ENDDOC, TEXT, BEGATTACH, ENDATTACH, PAGECOUNT, CUSTODIAN, RECORDTYPE, DATE, TIME, SENTDATE, SENTTIME, BEGINDATE, BEGINTIME, ENDDATE, ENDTIME, AUTHOR, FROM, CC, TO, BCC, SUBJECT, TITLE, FILENAME, FILEEXT, FILESIZE, DATECREATED, TIMECREATED, DATELASTMOD, TIMELASTMOD,

INTMSGID, INTMSGHEADER, NATIVELINK, INTFILPATH, EXCEPTION,
BEGATTACH.

7. Documents produced to the Committee should include an index describing the contents of the production. To the extent more than one CD, hard drive, memory stick, thumb drive, zip file, box, or folder is produced, each should contain an index describing its contents.
8. Documents produced in response to this request shall be produced together with copies of file labels, dividers, or identifying markers with which they were associated when the request was served.
9. When you produce documents, you should identify the paragraph(s) or request(s) in the Committee's letter to which the documents respond.
10. The fact that any other person or entity also possesses non-identical or identical copies of the same documents shall not be a basis to withhold any information.
11. The pendency of or potential for litigation shall not be a basis to withhold any information.
12. In accordance with 5 U.S.C. § 552(d), the Freedom of Information Act (FOIA) and any statutory exemptions to FOIA shall not be a basis for withholding any information.
13. Pursuant to 5 U.S.C. § 552a(b)(9), the Privacy Act shall not be a basis for withholding information.
14. If compliance with the request cannot be made in full by the specified return date, compliance shall be made to the extent possible by that date. An explanation of why full compliance is not possible shall be provided along with any partial production.
15. In the event that a document is withheld on the basis of privilege, provide a privilege log containing the following information concerning any such document: (a) every privilege asserted; (b) the type of document; (c) the general subject matter; (d) the date, author, addressee, and any other recipient(s); (e) the relationship of the author and addressee to each other; and (f) the basis for the privilege(s) asserted.
16. If any document responsive to this request was, but no longer is, in your possession, custody, or control, identify the document (by date, author, subject, and recipients), and explain the circumstances under which the document ceased to be in your possession, custody, or control.
17. If a date or other descriptive detail set forth in this request referring to a document is inaccurate, but the actual date or other descriptive detail is known to you or is otherwise apparent from the context of the request, produce all documents that would be responsive as if the date or other descriptive detail were correct.

18. This request is continuing in nature and applies to any newly-discovered information. Any record, document, compilation of data, or information not produced because it has not been located or discovered by the return date shall be produced immediately upon subsequent location or discovery.
19. All documents shall be Bates-stamped sequentially and produced sequentially.
20. Two sets of each production shall be delivered, one set to the Majority Staff and one set to the Minority Staff. When documents are produced to the Committee, production sets shall be delivered to the Majority Staff in Room 2157 of the Rayburn House Office Building and the Minority Staff in Room 2105 of the Rayburn House Office Building.
21. Upon completion of the production, submit a written certification, signed by you or your counsel, stating that: (1) a diligent search has been completed of all documents in your possession, custody, or control that reasonably could contain responsive documents; and (2) all documents located during the search that are responsive have been produced to the Committee.

Definitions

1. The term “document” means any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including, but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, data, working papers, records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, communications, electronic mail (email), contracts, cables, notations of any type of conversation, telephone call, meeting or other inter-office or intra-office communication, bulletins, printed matter, computer printouts, teletypes, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, and work sheets (and all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments of any of the foregoing, as well as any attachments or appendices thereto), and graphic or oral records or representations of any kind (including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings and motion pictures), and electronic, mechanical, and electric records or representations of any kind (including, without limitation, tapes, cassettes, disks, and recordings) and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, disk, videotape, or otherwise. A document bearing any notation not a part of the original text is to be considered a separate document. A draft or non-identical copy is a separate document within the meaning of this term.
2. The term “communication” means each manner or means of disclosure or exchange of information, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether in a meeting, by telephone, facsimile, mail, releases, electronic

message including email (desktop or mobile device), text message, instant message, MMS or SMS message, message application, or otherwise.

3. The terms “and” and “or” shall be construed broadly and either conjunctively or disjunctively to bring within the scope of this request any information that might otherwise be construed to be outside its scope. The singular includes plural number, and vice versa. The masculine includes the feminine and neutral genders.
4. The term “including” shall be construed broadly to mean “including, but not limited to.”
5. The term “Company” means the named legal entity as well as any units, firms, partnerships, associations, corporations, limited liability companies, trusts, subsidiaries, affiliates, divisions, departments, branches, joint ventures, proprietorships, syndicates, or other legal, business or government entities over which the named legal entity exercises control or in which the named entity has any ownership whatsoever.
6. The term “identify,” when used in a question about individuals, means to provide the following information: (a) the individual’s complete name and title; (b) the individual’s business or personal address and phone number; and (c) any and all known aliases.
7. The term “related to” or “referring or relating to,” with respect to any given subject, means anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is pertinent to that subject in any manner whatsoever.
8. The term “employee” means any past or present agent, borrowed employee, casual employee, consultant, contractor, de facto employee, detailee, fellow, independent contractor, intern, joint adventurer, loaned employee, officer, part-time employee, permanent employee, provisional employee, special government employee, subcontractor, or any other type of service provider.
9. The term “individual” means all natural persons and all persons or entities acting on their behalf.

Souther, James (IHS/HQ)

From: Pete, Darren (IHS/HQ)
Sent: Tuesday, October 27, 2020 12:53 PM
To: Grinnell, Randy (IHS/HQ); Truesdale, Kenneth G (IHS/HQ); Almaraz, Santiago (IHS/HQ); Tso, Roselyn (IHS/NAV); Johnson, Brian K (IHS/NAV); Taylor, Brandon L (IHS/HQ)
Cc: Hodson, Corbrett (IHS/HQ)
Subject: FW: E&C Briefing on Fuentes
Attachments: 6.22 Pallone medical supplies.pdf

Good afternoon everyone.

HHS would like to (b) (5). This would be similar (b) (5)

Is everyone available later this week to (b) (5). Either Thursday or Friday?
Darren

From: Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>
Sent: Thursday, October 22, 2020 4:28 PM
To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>
Cc: Brosnan, Kyle (HHS/ASL) <Kyle.Brosnan@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>
Subject: E&C Briefing on Fuentes

Good afternoon –

We'd like to (b) (5)
Can you provide IHS availability (b) (5)
I've included the list of briefers (b) (5). Would you
include the (b) (5) Happy to jump on the phone to discuss further.

Thanks,
Jenn

Mr. Randy Grinnell, Deputy Director for Management Operations
Mr. Kenneth Truesdale, Deputy Director, Division of Acquisition Policy
Mr. Santiago Almaraz, Acting Director, Office of Management Services
Ms. Roselyn Tso, Area Director, Navajo Area
Mr. Capt. Brian Johnson, Deputy Area Director, Navajo Area
Mr. Brandon Taylor, RADM, Chief of Staff, HIS
Mr. Darren Pete, Director, Congressional Affairs IHS

Jennifer Schmalz
Legislative Analyst
Office of the Assistant Secretary for Legislation
U.S. Department of Health and Human Services
202-875-1927

ONE HUNDRED SIXTEENTH CONGRESS
Congress of the United States
House of Representatives
COMMITTEE ON ENERGY AND COMMERCE
2125 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-6115

Majority (202) 225-2927
Minority (202) 225-3641

June 22, 2020

The Honorable Alex M. Azar II
Secretary
U.S. Department of Health and Human Services
200 Independence Avenue SW
Washington, DC 20201

The Honorable William P. Barr
Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue NW
Washington, DC 20530

The Honorable Chad F. Wolf
Acting Secretary
U.S. Department of Homeland Security
245 Murray Lane SW
Washington, DC 20528

Dear Secretary Azar, Attorney General Barr, and Acting Secretary Wolf:

Pursuant to Rules X and XI of the U.S. House of Representatives, the Committee is investigating the response to the coronavirus disease of 2019 (COVID-19) pandemic. We write to express serious concerns regarding reports of health care providers and governments at all levels continuing to encounter challenges in reliably procuring vital medical supplies needed to combat COVID-19. We also want to better understand the extent to which the federal government is overseeing and coordinating these procurement activities.

Since the COVID-19 outbreak began, those on the front lines of the response have faced dire shortages of critical medical supplies, such as ventilators, N95 respirators, testing supplies, protective gowns, and other types of personal protective equipment (PPE). An April 2020 report issued by the Department of Health and Human Services (HHS) Office of Inspector General found that widespread shortages of PPE were putting the lives of both patients and health care providers at risk, and that hospitals were struggling with uncertainty about the availability of

medical supplies.¹ Recent reports indicate that health care providers across the country continue to face significant shortages of PPE and other critical supplies, especially those working in smaller safety net hospitals and nursing homes serving some of the most vulnerable communities.² The serious consequences stemming from these supply shortages have prompted officials to turn to new and unproven companies to provide vital medical supplies. In the absence of a centralized coordination effort at the federal level, health care providers and governments at all levels—which may lack experience in procuring scarce goods in a chaotic global market—have been forced to compete against each other to secure the supplies they need.³

In recent weeks, press reports have surfaced regarding inexperienced medical supply companies failing to fulfill contracts for substantial shipments of PPE and other medical supplies under the terms agreed upon. According to reports, some of these companies have required large upfront payments as a condition for securing the contract⁴—a practice that the Federal Bureau of Investigation has warned may increase the risk of fraud.⁵

The Committee is concerned about the extent to which state and local governments and health care providers are able to navigate the emerging marketplace for scarce medical supplies in the face of the COVID-19 epidemic. To that end, the Committee recently sent Blue Flame Medical LLC—a company that reportedly formed in the early weeks of the pandemic and offers

¹ U.S. Department of Health and Human Services, Office of Inspector General, *Hospital Experiences Responding to the COVID-19 Pandemic: Results of a National Pulse Survey March 23–27, 2020* (OEI-06-20-00300) (Apr. 3, 2020).

² *Few N95 Masks, Reused Gowns: Dire PPE Shortages Reveal COVID-19's Racial Divide*, NBC News (June 12, 2020).

³ *A Chaotic Gray Market Determines Who Gets Coronavirus Gear — and Who Doesn't*, Wall Street Journal (May 8, 2020); *States Still Baffled over how to get Coronavirus Supplies from Trump*, Politico (Apr. 13, 2020); *States And Hospitals Are Sourcing Their Own PPE From China*, NPR (Apr. 21, 2020); *see also* House Committee on Energy and Commerce, Testimony of The Honorable Gretchen Whitmer, Governor of the State of Michigan, *Hearing on On the Front Line: How Governors Are Battling the COVID-19 Pandemic*, 116th Cong. (June 2, 2020).

⁴ *See, e.g., He had Never Sold a Ventilator. N.Y. Gave Him an \$86 Million Deal*, New York Times (May 8, 2020); *China's Medical-Goods Market Is 'Wild West' Amid Surging Coronavirus Demand*, Wall Street Journal (Apr. 23, 2020); *Maryland Cancels \$12.5 Million PPE Contract with Firm Stated by GOP Operatives*, Washington Post (May 2, 2020).

⁵ Federal Bureau of Investigation, *FBI Warns of Advance Fee and BEC Schemes Related to Procurement of PPE and Other Supplies During COVID-19 Pandemic* (Apr. 13, 2020) (press release).

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to supply ventilators, respirators, and other scarce PPE⁶—a letter requesting information on its contracts with state and local governments.⁷ According to reports, the company has received large upfront deposits under certain contracts but did not fulfill several supply orders under the terms agreed upon.⁸

Issues have been reported in other procurement arrangements. According to *The New York Times*, a Silicon Valley engineer secured an \$86 million contract with New York State to supply over 1,400 ventilators from Chinese manufacturers, despite lacking experience in the medical supply field.⁹ HHS reportedly referred state officials to this engineer—who required a \$69 million upfront payment—and represented that the federal government had vetted and approved him as a supplier.¹⁰ The deal, however, reportedly fell apart after a bank froze funds that New York had wired for the transaction and state officials were unable to confirm the stockpile of ventilators in China.¹¹

Around the same time, the *Los Angeles Times* reported that the State of California canceled a nearly \$800 million contract after a supplier, Bear Mountain Development Co. LLC, failed to timely deliver most of the supplies due under the contract.¹² According to the report, state officials have been in contact with federal authorities about this contract and have been working with the Department of Justice and the Federal Emergency Management Agency

⁶ *Maryland Cancels \$12.5 PPE Contract with Firm Stated by GOP Operatives*, Washington Post (May 2, 2020); *The Race for Virus Money is On. Lobbyists are Standing By*, New York Times (Mar. 28, 2020).

⁷ Letter from Rep. Frank Pallone, Jr., Chairman, and Rep. Diana DeGette, Chair, Subcommittee on Oversight and Investigations, House Committee on Energy and Commerce, to Blue Flame Medical LLC (May 18, 2020).

⁸ *A Chaotic Gray Market Determines Who Gets Coronavirus Gear — and Who Doesn't*, Wall Street Journal (May 8, 2020); *Medical Importer Launched by GOP Consultants Prompts Complaints, Federal Investigation*, Orange County Register (May 7, 2020); *Firm Set Up by G.O.P. Operatives Under Scrutiny Over Virus Contracts*, New York Times (May 6, 2020); *Maryland Cancels \$12.5 Million PPE Contract with Firm Started by GOP Operatives*, Washington Post (May 2, 2020).

⁹ *He had Never Sold a Ventilator. N.Y. Gave Him an \$86 Million Deal*, New York Times (May 8, 2020).

¹⁰ *Id.*

¹¹ *Id.*

¹² *A Politically Connected Firm Gets an \$800-Million Mask Contract with California. Then it Falls Apart*, Los Angeles Times (May 9, 2020).

(FEMA) in some capacity to ensure the equipment they obtain and suppliers they use are “legitimate.”¹³

Certain federal agencies have also reportedly encountered challenges in reliably securing critical medical supplies and dealing with questionable suppliers during the pandemic.¹⁴ For instance, the Indian Health Service (IHS) reportedly awarded a \$3 million contract to supply respirator masks to Navajo Nation hospitals to an individual who created a medical supply company less than two weeks before receiving the award but possessed no prior federal contracting experience.¹⁵ After receiving the shipment of supplies, IHS reportedly discovered that 247,000 masks delivered under the contract may be unsuitable for medical use, while an additional 130,000 masks are not of the type specified in the procurement data.¹⁶ According to reports, IHS has since acknowledged that one million respirator masks it purchased from this supplier do not meet the standards established by the Food and Drug Administration for “use in healthcare settings by health care providers,” while hospitals in the Navajo Nation continue to experience high numbers of COVID-19 infections and limited availability of protective supplies.¹⁷

These and other reports indicate that health care providers and governments at all levels have struggled, and may continue to struggle, to reliably secure medical supplies and effectively navigate supply chains in which the risk of error and fraud is dangerously high.¹⁸ Troublingly, an internal FEMA document released earlier this month estimates that nationwide shortages of certain vital PPE will continue until at least July, with demand exceeding domestic production and international imports.¹⁹ At a minimum, continued PPE shortages coupled with persistent outsized demand may contribute to further delays in the delivery of critical medical supplies urgently needed by those on the frontline of the COVID-19 response efforts.

¹³ *Id.*

¹⁴ *Federal Agencies Turn to Untested Suppliers for Big PPE Contracts*, CNN (May 27, 2020).

¹⁵ *The Feds Gave a Former White House Official \$3 Million to Supply Masks to Navajo Hospitals. Some May Not Work*, ProPublica (May 22, 2020).

¹⁶ *Id.*

¹⁷ *Id.*; *Masks Sold by Former White House Official to Navajo Hospitals Don’t Meet FDA Standards*, ProPublica (May 27, 2020).

¹⁸ *See, e.g., ‘No Offense, but is this a Joke?’ Inside the Underground Market for Face Masks*, Washington Post (May 18, 2020).

¹⁹ *Internal Document Reveals Federal Plan to Ask Nurses to Reuse Masks*, Roll Call (June 9, 2020).

We are writing to each of you because your respective agencies may play a role in overseeing aspects of the complex and evolving global medical supply chain on which governments at all levels, health care providers, and other frontline workers depend to respond effectively to the COVID-19 pandemic. The Committee, which has considerable jurisdiction over matters related to the COVID-19 response, is interested in better understanding what efforts the federal government is undertaking to oversee suppliers of life-saving PPE and other critical medical supplies, and how your agencies are coordinating on these efforts. Given that the COVID-19 pandemic will continue in the coming months,²⁰ we expect many of the challenges faced in reliably procuring necessary medical supplies to likewise continue. Therefore, we are requesting that you respond to the following questions as soon as possible, but no later than July 6, 2020:

1. To what extent, if any, is the federal government involved in assisting state, local, tribal, and territorial governments and federal agencies in identifying and selecting suppliers, vendors, brokers, or distributors with which to contract for medical supplies for COVID-19 response efforts? In your response, please describe if your department has created a procurement response team or similar working group and the scope of that team's responsibilities.
2. Please describe the federal government's interagency coordination efforts with respect to oversight of suppliers, vendors, brokers, and distributors of medical supplies for COVID-19 response efforts. In your response, please provide a complete list of all federal departments and agencies involved in these matters.
3. Please describe the extent to which the federal government has provided guidance, recommendations, referrals, or other information to state, local, tribal, and territorial governments and federal agencies to assist in identifying suppliers, vendors, brokers, or distributors with which to contract for medical supplies for COVID-19 response efforts. In your response, please:
 - a. Describe the information and/or criteria used to determine contractor suitability before recommending or referring the contractor(s) to state, local, tribal, or territorial governments or federal agencies;
 - b. Describe the process by which the federal government vets prospective contractors prior to recommending or referring a contractor to state, local, tribal, or territorial governments or federal agencies, including the extent to which this process evaluates the manufacturer of the supplies being offered; and

²⁰ *Fauci Warns that the Coronavirus Pandemic Is Far from Over*, New York Times (June 9, 2020).

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The Honorable William P. Barr
The Honorable Chad F. Wolf
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- c. If the federal government does not engage in the vetting of contractors but has recommended or continues to recommend contractors to state, local, tribal, or territorial governments or federal agencies, please describe how such recommendations are made.
4. Since the onset of the COVID-19 outbreak in the United States, has your department notified any state, local, tribal, or territorial government or federal agency about potentially suspicious or fraudulent suppliers, vendors, brokers, or distributors of medical supplies? If so, please describe this notification process and specify the most common concerns conveyed in this process.
5. Please describe the federal government's interagency coordination efforts with respect to the detection, investigation, and prosecution of illegal contractor conduct related to the COVID-19 pandemic.

Thank you for your attention to this important matter. If you have any questions about this request, please contact Mohammad Aslami and Peter Rechter of the Majority staff at (202) 225-2927.

Sincerely,


Frank Pallone, Jr.
Chairman


Diana DeGette
Chair
Subcommittee on Oversight
and Investigations

Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Tuesday, July 7, 2020 10:07 AM
To: [REDACTED]
Cc: Bergeron, Richard (HHS/OGC); (b) (6) [REDACTED] Hecht, Jonah (HHS/OGC); Dooley, Sean M (IHS/HQ); Almaraz, Santiago (IHS/HQ); Pierce, Julia (IHS/HQ)
Subject: FW: Your July 2, 2020 Letter regarding Purchase Order No. 75H71020P01137
Attachments: ZFL Letter to Kenneth Truesdale in response to July 2, 2020 Letter from Truesdale (00337895xBAD00).pdf

Importance: High

[REDACTED] I just received this from Mr. Fuentes' Attorney. Regards. Ken

From: Nancy Curiel <ncuriel@waldmanbarnett.com>
Sent: Tuesday, July 7, 2020 7:44 AM
To: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Cc: Benjamin Keime <bkeime@waldmanbarnett.com>; Teresa Macias <tmacias@waldmanbarnett.com>
Subject: Your July 2, 2020 Letter regarding Purchase Order No. 75H71020P01137
Importance: High

Good morning, Mr. Truesdale:

Please see attached correspondence of today's date from Benjamin Keime, Esq. for your consideration.

Nancy Torres-Curiel, Assistant to
Benjamin L. Keime, Esq.
Waldman Barnett, PL
3250 Mary Street, Suite 102
Coconut Grove, FL 33133
305-371-8809
305-448-4155 - fax
ncuriel@waldmanbarnett.com

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.



July 7, 2020

VIA EMAIL

Kenneth G. Truesdale
Acting Director, Divisions of Acquisition Policy
Indian Health Service
Rockville, Maryland 20857
Kenneth.Truesdale@ihs.gov

**Re: Your July 2, 2020 Letter regarding Purchase Order No.
75H71020P01137**

Dear Mr. Truesdale:

I am in receipt of your letter dated July 2, 2020 in which you stated that you “determined that there is evidence of misrepresentation of fact or fraud” on the part of my client, Zach Fuentes LLC (“ZFL”), with respect to the purchase of 1 million KN95 masks—Purchase Order No. 75H71020P01137. I am confident that ZFL did not engage in any “misrepresentation of fact or fraud” with respect to the order. Moreover, it strikes me as odd that IHS did not find any “evidence of misrepresentation of fact or fraud” or mention any such thing until more than a month after it inspected and accepted the masks in writing. However IHS made its determination, I hope it did so in good faith and not in retaliation for ZFL’s refusal to accept the “no-cost settlement” proposed by the prior Contracting Officer, DeeAndra Salabye, in her letter dated June 17, 2020.

I ask that you kindly explain the basis for the determination “that there is evidence of misrepresentation of fact or fraud” and provide me with all evidence of the same. I remind you of IHS’s duty to preserve all evidence related to this claim. I also ask that you provide me with an estimate as to when a final decision can be expected. As you know, IHS has a statutory obligation to provide a final determination within a reasonable time period, typically 60 days from the date of demand for the same.

To the extent that you are not in a position to answer my queries, I ask that you provide me with the name and contact information of the appropriate persons to contact regarding these matters by July 8, 2020.

Sincerely,


Benjamin L. Keime, Esq.

Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Wednesday, September 30, 2020 11:57 AM
To: Almaraz, Santiago (IHS/HQ); Grinnell, Randy (IHS/HQ)
Subject: FW: Zach Fuentes, LLC - Purchase Order No. 75H71020P01137
Attachments: Zach Fuentes. Letter to Kenneth Truesdale enclosing draft of Complaint (00348302xBAD00).pdf; Ltr to Mr. Keime, Esq., 9-30-2020.pdf

Importance: High

Santiago/ Mr. Grinnell,

Please see the attached 9-24-2020 letter from Zach Fuentes' Attorney as well as our 9-30-2020 response which is also attached for your information.

As always, I appreciate Tami Hagberg (HHS/OGC) and her team's assistance and legal advice.

Regards,
Ken

From: Nancy Curiel <ncuriel@waldmanbarnett.com>
Sent: Thursday, September 24, 2020 12:59 PM
To: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Cc: Benjamin Keime <bkeime@waldmanbarnett.com>; Glen H. Waldman <gwaldman@waldmanbarnett.com>
Subject: Zach Fuentes, LLC - Purchase Order No. 75H71020P01137
Importance: High

Good afternoon:

Please see attached correspondence of today's date from Benjamin Keime, Esq. for your consideration. Thank you.

Nancy Torres-Curiel, Assistant to
Glen H. Waldman, Esq. and
Benjamin L. Keime, Esq.
Waldman Barnett, PL
3250 Mary Street, Suite 102
Coconut Grove, FL 33133
305-371-8809
305-448-4155 - fax
ncuriel@waldmanbarnett.com

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Benjamin L. Keime, Esq.
bkeime@waldmanbarnett.com
Direct Dial: 786-871-2191

September 24, 2020

VIA EMAIL

Kenneth G. Truesdale
Acting Director, Divisions of Acquisition Policy
Indian Health Service
Rockville, Maryland 20857
Kenneth.Truesdale@ihs.gov

Re: Purchase Order No. 75H71020P01137

Dear Mr. Truesdale:

As you know, I represent Zach Fuentes LLC ("ZFL"). Both myself and my client have made numerous good faith attempts to resolve the dispute between ZFL and IHS. Our sincere overtures have been met with silence and stonewalling.

As you may recall, on July 7, 2020 I asked that you explain the basis for the alleged determination "that there is evidence of misrepresentation of fact or fraud." I also asked that you provide me with the name and contact information of the appropriate persons to contact in light of your purported referral of the matter to the Office of the Inspector General of the Department of Health and Human Services. I have received no response.

While it remains ZFL's wish to resolve this matter amicably and efficiently, my client is prepared to initiate litigation to recover the monies it is owed. In the event that IHS is willing to enter into good faith negotiations to resolve this matter, kindly let me know by Wednesday, September 30, 2020. If I do not receive a response by then, ZFL will pursue other avenues to resolve this matter, up to and including the commencement of litigation.

Sincerely,



Benjamin L. Keime, Esq.

Encl: Draft Complaint

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

ZACH FUENTES LLC,

N Plaintiff,

v.

THE UNITED STATES OF AMERICA,

Defendants

Case No.
Judge

COMPLAINT

Plaintiff Zach Fuentes LLC hereby sues Defendant the United States of America for breach of contract, and allege as follows:

PARTIES, JURISDICTION & VENUE

1. This is an action for breach of contract with damages in excess of \$3,000,000.00.
2. Plaintiff Zach Fuentes LLC ("ZFL") is service-disabled veteran, minority owned small business organized under the laws of the State of Delaware.
3. Defendant is the United States of America (the "United States").
4. This Court has jurisdiction over this claim and venue is proper pursuant to 28 U.S.C § 1491(a)(1), as ZFL's claim is based upon an express contract with the United States.
5. All conditions precedent have been met, waived, or excused. ZFL requested a final decision from the contracting officer that issued the subject contract on June 22, 2020. More than 60 days have passed and the contracting officer has not issued a decision or provided a date by which a decision will be issued.

GENERAL ALLEGATIONS

The Indian Health Service solicits Zach Fuentes to sell it 1 million KN95 respirator masks

6. Around March and April 2020, significant media attention was given to the plight of Native Americans, especially members of the Navajo Nation, who were affected by the ongoing COVID-19 pandemic.

7. Upon information and belief, this increased media attention caused the Indian Health Service (“IHS”), an agency of the United States Department of Health and Human Services (“HHS”), to increase its efforts to obtain personal protective equipment (“PPE”) for members of the Navajo Nation in Arizona and New Mexico.

8. At that time, Zach Fuentes, a former Coast Guard officer, was working as an independent contractor for Gabriele Business Corporation (“GBC”).

9. On Wednesday April 8, 2020, Michelle James, a Contract Specialist for IHS’s Navajo Area, contacted Mr. Fuentes by email and asked him to provide pricing for PPE. In her email, Ms. James indicated that she had received Mr. Fuentes’s contact information from “a colleague at Gallup Indian Medical Center.”

10. Simply, it was IHS who sought out Mr. Fuentes to do business. Mr. Fuentes did not seek to do business with IHS, as he was unaware of IHS’s needs until he received Ms. James’s email.

11. Mr. Fuentes responded to Ms. James the same day by providing her with GBC’s pricing and inventory for PPE, including KN95 masks.

12. The KN95 is a Chinese-manufactured respirator mask that like its US counterpart—the N95 respirator mask—is designed to filter out and capture 95 percent of 0.3 micron particles

in the air. Due to a shortage of US manufactured N95 masks, many government and private sector entities sought to purchase KN95 respirator masks.

13. In addition to pricing and inventory information and among other things, IHS was provided with Chinese-language marketing materials from Mezorison Health Science & Technology (“Mezorison”), a Chinese KN95 manufacturer with whom GBC had a relationship.

14. Within hours, Ms. James indicated that IHS was “interested in purchasing” 1 million KN95 masks. Ms. James told Mr. Fuentes that GBC’s price per mask was significantly lower than the prices submitted by businesses that had been actively seeking to do business with IHS.

15. Given the large size of IHS’s order and the short time frame within which IHS wanted the masks to be delivered, Mr. Fuentes informed Ms. James that the manufacturer of the masks would likely vary and that the masks might be procured from multiple manufacturers because inventories were being constantly depleted due to high demand.

16. Accordingly, GBC issued a proforma invoice to IHS for 1 million KN95 masks without reference to any specific manufacturer.

17. GBC then sent IHS sample KN95 masks that were representative of the type, construction, and design of the KN95 masks that IHS could expect to receive. The sample masks, as IHS was aware, were not manufactured by Mezorison.

18. On April 13, 2020, DeeAndra Salabye, an IHS Contracting Officer acting on behalf of the United States, entered into a contract with GBC for the purchase of 1 million KN95 respirator masks (the “Masks”) in exchange for \$3,490,000.00.

19. The contract did include any language that required that the Masks be manufactured by a specific manufacturer because IHS understood that GBC could not guarantee that IHS would receive masks made by any specific manufacturer.

ZFL saves the day when GBC is unable to fulfill its contract

20. Although the contract was awarded to GBC, GBC was ultimately unable to fulfill its obligation.

21. At this point, IHS was faced with the prospect of purchasing the much needed Masks at significantly higher prices from other vendors or going without.

22. Rather than see members of the Navajo Nation go without the desperately needed Masks or spend its limited funds overpaying for the same, Mr. Fuentes graciously and generously agreed to provide masks to IHS through his own recently formed company, ZFL, at the same price offered by GBC.

23. IHS happily accepted ZFL's offer.

24. Ms. Salabye rescinded the contract issued to GBC and awarded the contract to ZFL (the "Contract"). A copy of the Contract is attached as Exhibit A. The Contract references KN95 masks generally and does not include any language requiring ZFL to deliver KN95 masks produced by a specific manufacturer.

25. After IHS awarded ZFL the Contract, ZFL obtained short-term financing to cover the costs of purchasing the Masks from the manufacturers.

**ZFL obtains the Masks for a lower than anticipated cost
and passes those savings onto IHS**

26. ZFL subsequently learned that it would be able to obtain the Masks at a lower than anticipated cost.

27. Rather than pocket the difference as almost any other company would have done, ZFL told IHS about the savings—worth \$250,000.00—and offered to pass it along to IHS even though it had no obligation to do so (and IHS was unaware that ZFL had negotiated better terms with the manufacturers).

28. ZFL passed the savings along to IHS in good faith and from an earnest desire to put the members of the Navajo Nation before profits.

29. IHS expressed great appreciation for ZFL's virtuous action and amended the Contract to reflect the lower cost (the "Amendment"). A copy of the Amendment is attached as Exhibit B.

IHS receives the Masks

30. IHS received the first shipment of Masks, comprised of 50,000 units, on April 30, 2020. By May 18, 2020, IHS had received all 1 million Masks, plus an additional 58,300 KN95 masks (the "Surplus").

31. On May 22, 2020, Ms. James confirmed in writing what she had already told ZFL—that IHS had accepted delivery of all 1 million Masks:

[Correspondence to Ms. James]

Hello Michelle,

Sorry that I missed your call. I did have a conversation with Zach about the order that was delivered to IHS and would like to confirm the same with you, so that we are all on the same page. **I understand from my conversation with Zach that IHS will be accepting the goods** that have been delivered in the past few weeks . . . please feel free to reach out to me if you have any concerns or questions.

[Ms. James' Reply]

Yes I got the confirmation this morning we are keeping the order. We are going to count the inventory again. If we still have an overage I will notify the both of you.

(emphasis added).

32. Additionally, IHS asked ZFL if it could purchase the Surplus rather than return it. ZFL offered the Surplus to IHS free of charge. However, IHS informed ZFL that it could not accept the Surplus without paying for it and agreed to purchase the Surplus from ZFL at the cost per unit set forth in the Contract.

33. This was another clear indication that IHS had accepted the Masks, as it would not have sought to purchase the Surplus if the original 1 million Masks were defective or unfit for their intended purpose.

IHS begins looking for an excuse to breach the Contract

34. Days after IHS accepted the Masks and asked to purchase the Surplus, it began looking for ways to get out of the Contract. Some background is needed to understand why.

35. As indicated above, ZFL is owned and operated by Zach Fuentes.

36. Mr. Fuentes, a former Coast Guard Officer was assigned to the Department of Homeland Security (“DHS”) during the Obama Administration. He continued at DHS following the election of President Trump and the appointment of General John Kelly as the Secretary of Homeland Security in January 2017.

37. Several months later, Gen. Kelly became the White House Chief of Staff. Having come to know Mr. Fuentes’s work ethic and integrity, Gen. Kelly asked that Mr. Fuentes to join him in serving at the White House as a Deputy Chief of Staff. Mr. Fuentes accepted and served as a White House Deputy Chief of Staff for approximately seven months—from June 2018 to January 2019.

38. In late May 2020, just as IHS accepted the Masks, reporters who monitor federal contracts saw that ZFL—a company that bore the same name as a former White House employee—had been awarded a contract by IHS.

39. Of course, Mr. Fuentes and ZFL did not seek to hide their business. Mr. Fuentes deliberately named ZFL as a reflection of his integrity. He has nothing to hide and is proud of how he conducts his business.

40. Once reporters began contacting IHS for about the Contract, the agency, which was already suffering from negative attention due to its failure to obtain sufficient PPE for the members of the Navajo Nation became desperate to avoid further scrutiny.

41. The initial news reports about the Contract, while containing some misinformation, stated that IHS sources confirmed that IHS had accepted the Masks and sought to purchase the Surplus.

42. The news reports were followed by a letter from several Democratic members of Congress to the Director of IHS asking about the Contract. The letter indicates that the members of congress had spoken to the Director of IHS about the contract on May 23, 2020, just one day after IHS informed ZFL that it had inspected and accepted the Masks.

43. From this point forward, IHS began suggesting that the Mask may not be in conformance with the terms of the Contract. In light of this sudden and unfounded allegation, ZFL asked IHS to identify which of the Masks, if any, were allegedly non-conforming and offered to replace any of the Masks that were defective in accordance with the terms of the Contract.

44. During this period, ZFL responded to every inquiry and request from IHS regarding the Masks.

45. IHS on the other hand continually refused to identify any alleged defect or issue with the Masks despite ZFL's repeated requests and offers to remedying any issue. To date, IHS has not identified a single alleged defect in any of the 1 million Masks.

IHS's pretextual excuse for breaching the Contract

46. On June 10, 2020, over two weeks after it accepted the Masks in writing, IHS finally settled on a pretextual excuse for breaching the Contract. In a letter from Ms. Salabye of the same date, IHS informed ZFL that it was now rejecting the Masks despite its prior acceptance.

47. The June 10th letter did not allege that the Masks were defective or unfit for their intended purpose in anyway. Instead, IHS wrote that it was rejecting the Masks because they were not manufactured by Mezorrison:

The Agency has now completed its preliminary inspection of the masks . . . and has concluded that the items tendered for acceptance do not conform to the terms of the Order. Instead of the Mezorrison masks . . . the shipments included mask . . . from manufacturers other than Mezorrison.

48. Of course, there was no requirement in either the contract awarded to GBC or the Contract awarded to ZFL that the Masks be produced by Mezorrison, an unknown manufacturer based in southeast China.

49. Neither is there a reasonable explanation as to why IHS would suddenly demand that the Masks be manufactured by Mezorrison. Mezorrison is not a name-brand and its masks do not possess any qualities or characteristics that would distinguish them from any of the Masks ZFL provided or any other KN95 mask.

50. If IHS truly had an issue with the manufacturer of the Masks, it seemingly would have raised that issue on April 30, 2020 when it received the first shipment instead of waiting over a month raise the issue for the first time.

51. More importantly, IHS was aware from the time that it was negotiating with GBC that would be no guarantee that the Masks would be manufactured by a specific manufacturer. For that reason, the GBC contract and the ZFL Contract were drafted without reference to any specific manufacturer.

52. ZFL's obligation under the Contract was to deliver respirator masks that met the KN95 standard. ZFL did exactly that.

53. To date, IHS has not alleged or provided any evidence that the Masks are defective or unfit for their intended purpose.

54. On June 22, 2020, ZFL asked Ms. Salabye, the Contracting Officer, for a final decision by way of a written letter which included documentary evidence that shows that ZFL fully performed its obligations under the Contract as alleged herein.

55. Instead of Ms. Salabye, Kenneth G. Truesdale IHS's Acting Director Division of Acquisition Policy responded to ZFL's request for final decisions on July 2, 2020. In his letter Mr. Truesdale indicated that he was now designated as the Contracting Officer for the Contract.

56. In that letter Mr. Truesdale alleged for the first time that IHS had "determined that there is evidence of misrepresentation of fact or fraud" that the matter had been referred to the HHS Office of Inspector General and that no final decision would be made.

57. Notably, Mr. Truesdale's letter was devoid of specific factual allegations that would allow ZFL to understand why IHS had suddenly reached this conclusion over a month after it accepted the Masks in writing.

58. On July 7, 2020, ZFL requested in writing that IHS explain the basis for the unfounded assertion that there is evidence of misrepresentation of fact or fraud with respect to the Contract. Neither Mr. Truesdale, the DHS Office of Inspector General, nor any other representative of IHS responded or provided an explanation or evidence of the allegation.

59. Even though ZFL went above and beyond in fulfilling all of its obligations under the Contract, IHS refuses to fulfill its obligations to pay ZFL for the Masks.

60. ZFL has retained the undersigned attorneys to prosecute this lawsuit on his behalf and has agreed to pay said attorneys a reasonable fee for their services in connection with the prosecution of this lawsuit.

COUNT I: BREACH OF CONTRACT

61. ZFL re-alleges paragraphs 1-60 as if fully set forth herein.

62. ZFL entered into a valid and binding Contract with IHS, an agency of the United States.

63. ZFL performed all of its obligations under the Contract.

64. The United States, through IHS, breached the Contract by failing to pay ZFL for the Masks it received, inspected, and accepted.

65. As a result of the breach by the United States, ZFL has been damaged.

WHEREFORE, Plaintiff Zach Fuentes LLC respectfully requests that the Court enter a judgment in its favor and against Defendant the United States of America for its damages, interest, reasonable attorneys' fees, and all other relief that the Court deems just and proper.

Signed on this __th day of September, 2020

Respectfully Submitted,

WALDMAN BARNETT, P.L.
Attorneys for Plaintiffs
3250 Mary Street, Suite 102
Coconut Grove, Florida 33133
Telephone: (305) 371-8809
Facsimile: (305) 448-4155

By: /s/Glen H. Waldman
Glen H. Waldman, Esq.
gwaldman@waldmanbarnett.com
FOR SERVICE OF PLEADINGS:
litSERVICE@waldmanbarnett.com



September 30, 2020

Via email to: bkeime@waldmanbarnett.com

Benjamin L. Keime, Esq.
Waldman Barnett Attorneys at Law
3250 Mary St., Ste. 102
Coconut Grove, FL 33133

Re: Contract Disputes Act Claim of Zach Fuentes LLC

Dear Mr. Keime:

This message responds to your letter dated September 24, 2020, regarding the certified claim of Zach Fuentes, LLC (ZFL), filed with the Indian Health Service (IHS) on June 22, 2020. In your letter, you make three points. First, you refer to “good faith attempts to resolve the dispute between ZFL and IHS.” Second, you refer to your July 7 letter requesting an explanation for the basis of my determination that “there is evidence of misrepresentation of fact or fraud” resulting in my referral to the Office of the Inspector General for the Department of Health and Human Services (HHS OIG). Third, you indicate that ZFL is prepared to initiate litigation and request that I inform you by September 30 whether IHS is willing to enter into negotiations with ZFC. Your letter of September 24 also includes an enclosure that is identified as a “Draft Complaint.”

Regarding the parties’ “good faith attempts to resolve the dispute,” I note that ZFL declined to accept IHS’ June 17 offer to enter into a no-cost settlement agreement terminating all obligations of ZFL. Instead, ZFL submitted a certified a claim five days later on June 22.

Regarding the basis of my determination that “there is evidence of misrepresentation of fact or fraud,” I stated the following in my July 2 letter:

“I determined that there is evidence of misrepresentation of fact or fraud on the part of the contractor relative to the formation of Purchase Order No. 75H71020P1137.”

While notification of the basis of referral is not required by the Contract Disputes Act, 41 U.S.C. § 7103(c), or the clause at Federal Acquisition Regulation (FAR) 33.209, Suspected fraudulent claims, I nonetheless informed ZFL of the basis of referral (fraud in the formation of Purchase Order No. 75H71020P1137) on July 2.¹

¹ Based on my review of the “Draft Complaint,” I have determined that a supplemental referral to the HHS OIG is warranted.

Regarding IHS' willingness to enter into negotiations with ZFL, I note that my July 2 letter states the following regarding the limitation on my authority to decide or resolve a claim involving misrepresentation of fact or fraud:

Because the contracting officer's authority to decide or resolve claims filed under the Contract Disputes Act does not extend to the "settlement, compromise, payment or adjustment of any claim involving fraud," FAR 33.210(b), no contracting officer's final decision will be issued in this matter while it is before the HHS OIG.

See also 41 U.S.C. § 7103(c)(1) (stating an agency head is not authorized to settle, compromise, pay, or otherwise adjust any claim involving fraud). Hence, neither I nor IHS has authority to enter into negotiations with ZFL so long as this matter is before the HHS OIG. Notwithstanding, consistent with 41 U.S.C. § 7103(h), I am willing to discuss an appropriate means of alternative dispute resolution when I have authority to do so.

Regarding the "Draft Complaint" attached to your letter of September 24, I understand that should ZFL file an appeal at Civilian Board of Contract Appeals or a complaint with the Court of Federal Claims on the basis of a deemed denial before there is an HHS OIG finding or decision on the referral of the claim for misrepresentation of fact or fraud, the issue of jurisdiction will likely be litigated. *See Case, Inc. v. United States*, 88 F.3d 1004, 1009 (Fed. Cir. 1996) ("[W]hen the contracting officer lacks authority to issue a final decision on a claim, there can be no valid deemed denial of the claim as to confer CDA jurisdiction under 41 U.S.C. § [7103(f)(5)].").

I trust that this addresses the points you raised in your September 24 letter. If you have any further questions, please address them to the agency counsel identified in the cover email.

Sincerely,

Signed by Kenneth G. Truesdale

Kenneth G. Truesdale
Acting Director, Division of Acquisition Policy
Indian Health Service

Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Tuesday, October 6, 2020 5:52 PM
To: (b) (6)
Subject: FW: Zack Fuentes, LLC Claim (IHS and HHS OGC referral to HHS OIG)

(b) (6) here's the (b) (6) (b) (6), (b) (7)(C), (b) (7)(F) (b) (6) I
hope this helps. Regards, Ken

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Thursday, July 2, 2020 1:52 PM
To: (b) (6) (OIG/OI) <(b) (6)@oig.hhs.gov>
Subject: RE: Zack Fuentes, LLC Claim (IHS and HHS OGC referral to HHS OIG)

Hi (b) (6) I'm getting ready to head out for the day and weekend but I can set up a call for Monday or Tuesday next week if that works for you. By the way, I have 5 zip files to send you which are the Exhibits. However, I'm having trouble sending them. Regards, Ken

From: (b) (6) (OIG/OI) <(b) (6)@oig.hhs.gov>
Sent: Thursday, July 2, 2020 1:43 PM
To: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Cc: (b) (6), (b) (7)(C), (b) (7)(F) (OIG/OI) <(b) (6)@oig.hhs.gov>; (b) (6), (b) (7)(C), (b) (7)(F) (OIG/OI) <(b) (6)@oig.hhs.gov>; (b) (6), (b) (7)(C), (b) (7)(F) (OIG/OI) <(b) (6)@oig.hhs.gov>
Subject: RE: Zack Fuentes, LLC Claim (IHS and HHS OGC referral to HHS OIG)

Hi Ken,

Thank you for this referral as submitted to SA (b) (6), (b) (7)(C), (b) (7)(F). Future correspondence on this matter should be sent to my attention. Please give me a call at your earliest convenience at (b) (6), (b) (7)(C) to discuss this matter.

Thank you.

(b) (6), (b) (7)(C), (b) (7)(F)
Special Agent in Charge
Kansas City Region
Office of Inspector General - Office of Investigations
U.S. Department of Health & Human Services
Kansas City, MO
Cell: (b) (6), (b) (7)(C)
Email: (b) (6)@oig.hhs.gov



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From: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Sent: Thursday, July 2, 2020 12:51 PM
To: (b) (5), (b) (7)(C), (b) (7)(F) (OIG/OI) (b) (5), (b) (7)(C), (b) (7)(F) @oig.hhs.gov>
Subject: FW: Zack Fuentes, LLC Claim

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern,

As Santiago Almaraz's (IHS Head of Contracting Activity's) appointed IHS Contracting Officer responsible for resolving the Zack Fuentes, LLC claim, (b) (5)

Attached is the HHS/OGC legal opinion. Also attached is a timeline of events--the exhibits will be provided via a separate email.

Per the HHS/OIG website, the additional information required is contained below.

- **Contract number:** 75H71020P01137 (made in the name of Gabriele Business Corporation); 75H71020P01137 (made in the name of Zach Fuentes LLC)
- **DUNs number:** 058408800 (Gabriele Business Corporation); 117490976 (Zach Fuentes LLC)
- **Total amount of the contract:** \$3,490,000 (Gabriele Business Corporation); \$3,490,000 reduced to \$3,240,000 (Zach Fuentes LLC)
- **HHS program office administering the contract:** Indian Health Service
- **Nature of the complaint:** Misrepresentation of Fact or Fraud
- **Time period of the complaint:** April 2020 to Present
- **Contact information so that OIG may follow-up with additional questions, if necessary:**

Kenneth G. Truesdale, MPA, CPCM
Colonel USAF (Ret)
Acting Director, Division of Acquisition Policy
Competition Advocate
Office of Management Services
Indian Health Service
240-994-0732

Please let me know if you have any questions or need additional information

Regards,
Kenneth G. Truesdale

Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Thursday, July 2, 2020 12:52 PM
To: Almaraz, Santiago (IHS/HQ)
Cc: Bergeron, Richard (HHS/OGC); (b) (6) (HHS/OGC); Hecht, Jonah (HHS/OGC); Dooley, Sean M (IHS/HQ); Almaraz, Santiago (IHS/HQ); Pierce, Julia (IHS/HQ)
Subject: FW: Zack Fuentes, LLC Claim
Attachments: Timeline for Zach Fuentes LLC Order 75H71020P01137 (FINAL 7.1.2020).pdf; ZFL CDA Claim - Legal Opinion - Final.pdf

Santiago, as your appointed Contracting Officer to resolve the subject claim, I just made the referral to the HHS/OIG (see below). Regards. Ken

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Thursday, July 2, 2020 10:44 AM
To: 'fraud@oig.hhs.org' <fraud@oig.hhs.org>
Subject: Zack Fuentes, LLC Claim

To Whom It May Concern,

As Santiago Almaraz's (IHS Head of Contracting Activity's) appointed IHS Contracting Officer responsible for resolving the Zack Fuentes, LLC claim, (b) (5)

Attached is the HHS/OGC legal opinion. Also attached is a timeline of events--the exhibits will be provided via a separate email.

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Kenneth G. Truesdale, MPA, CPCM
Colonel USAF (Ret)
Acting Director, Division of Acquisition Policy
Competition Advocate
Office of Management Services
Indian Health Service
240-994-0732

Please let me know if you have any questions or need additional information

Regards,
Kenneth G. Truesdale

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Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Monday, July 27, 2020 1:13 PM
To: Almaraz, Santiago (IHS/HQ); Hutchison, Daalbaaleh (IHS/NAV); Salabye, DeeAndra (IHS/NAV); Pete, Darren (IHS/HQ); Barnett, Joshua (IHS/HQ)
Cc: Taylor, Brandon L (IHS/HQ); Grinnell, Randy (IHS/HQ)
Subject: Litigation Hold - Zach Fuentes LLC
Attachments: FINAL - Zach Fuentes LLC Litigation Hold (7.20.2020).pdf

All,

Please see the attached litigation hold document. (b) (5)

[REDACTED]

If you have any questions, please let me know.

Regards,
Ken

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Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Tuesday, September 15, 2020 9:27 AM
To: Pete, Darren (IHS/HQ); Grinnell, Randy (IHS/HQ); Tso, Roselyn (IHS/NAV); Johnson, Brian K (IHS/NAV); Taylor, Brandon L (IHS/HQ); Almaraz, Santiago (IHS/HQ)
Cc: Hodson, Corbrett (IHS/HQ); Craig, Nina (IHS/HQ); Brosnan, Kyle (IHS/OGC); Hutchison, Daalbaaleh (IHS/NAV); Salabye, DeeAndra (IHS/NAV); [REDACTED]
Subject: Navajo Mask Acquisition - Zach Fuentes LLC
Attachments: Timeline - Navajo Mask Acquisition - Zach Fuentes LLCkt.docx

All, the timeline is attached. Also, my suggested talking points are:

- (b) (5) [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Regards,
Ken

Kenneth G. Truesdale, MPA, CPCM
Colonel USAF (Ret)
Acting Director, Division of Acquisition Policy
Competition Advocate & IDIQ Ombudsman
Office of Management Services
Indian Health Service
240-994-0732

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Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Friday, August 14, 2020 5:12 PM
To: Czajkowski, Julie A (IHS/HQ)
Subject: RE: Action 61470-1 Follow up Letter to Senator Udall and other Congressional Members Regarding Zach Fuentes, LLC Products
Attachments: 1.docx

Julie, my suggested edits are annotated on the attached. Ken

From: Czajkowski, Julie A (IHS/HQ) <Julie.Czajkowski@ihs.gov>
Sent: Friday, August 14, 2020 1:21 PM
To: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Cc: Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Jones, Christopher R. (IHS/HQ) <Christopher.Jones@ihs.gov>
Subject: Action 61470-1 Follow up Letter to Senator Udall and other Congressional Members Regarding Zach Fuentes, LLC Products

Good afternoon, Ken,

We just received clearance back from the Area on the attached follow-up letter to Senator Udall. Roselyn Tso cleared the letter and had no suggested edits. Athena Elliott, however, requested that the response be updated to reflect the comments from you in early July. Area you able to update the response?

Julie Czajkowski

The Honorable Tom Udall
United States Senate
Washington DC 20510

Dear Senator Udall:



RADM Michael D. Weahkee, MBA, MHSA
Assistant Surgeon General, U.S. Public Health Service
Director

Enclosure: Products Supplied to IHS Facilities in the Navajo Area IHS

(b) (5) [Redacted]

- [Redacted]

[Redacted]

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[Redacted]

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[Redacted]

- [Redacted]

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- [Redacted]

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[REDACTED]

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[REDACTED]

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■ [REDACTED]

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(b) [REDACTED]
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[REDACTED]

[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(b) (5)

Souther, James (IHS/HQ)

From: Salabye, DeeAndra (IHS/NAV)
Sent: Thursday, September 10, 2020 3:03 PM
To: Truesdale, Kenneth G (IHS/HQ); Hutchison, Daalbaaleh (IHS/NAV)
Subject: RE: Briefing Request - Fuentes Contract

Apologies, you may disregard the attached document, I was reviewing documents and I accidentally attached the order to the email. The table below is the most important information to know.

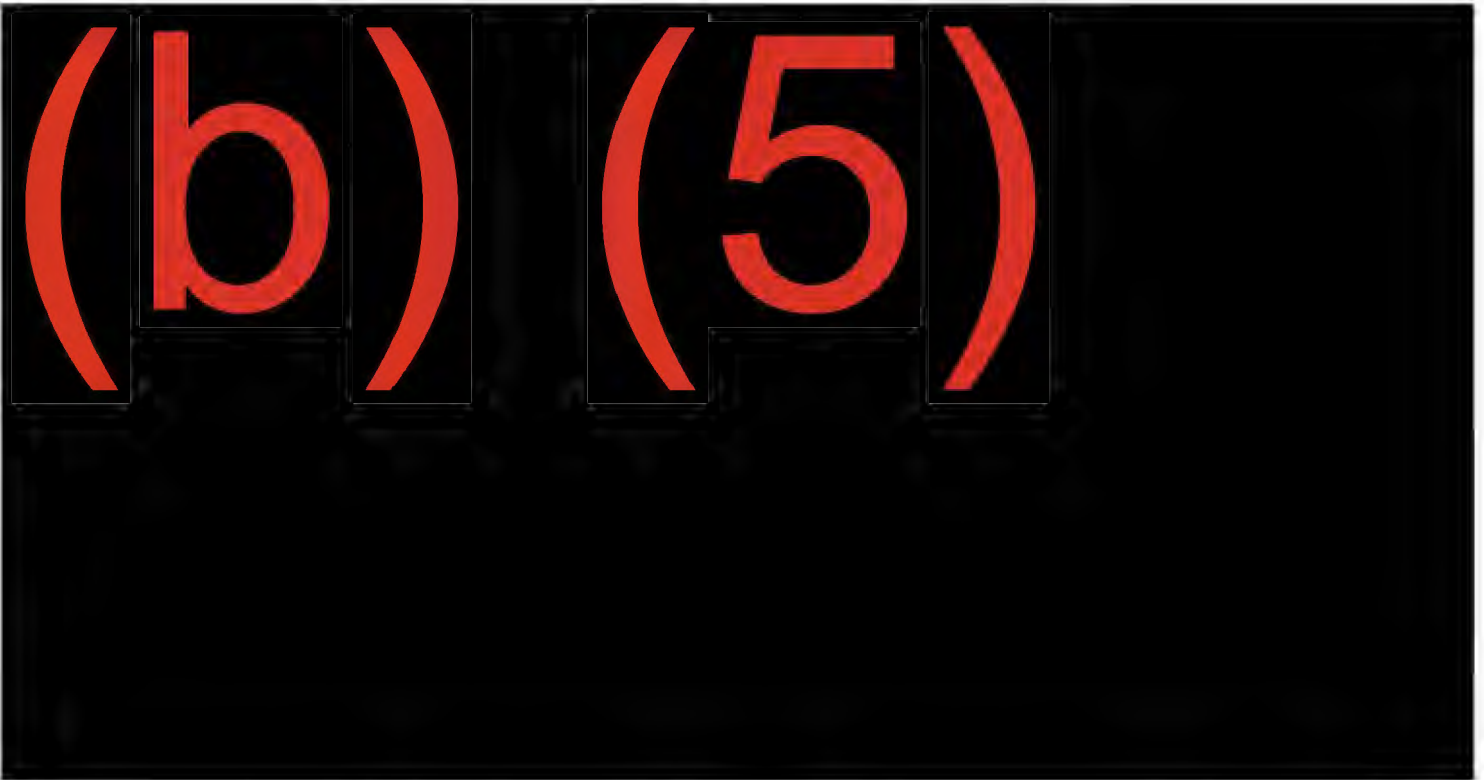
DeeAndra Salabye
Acting Chief Contracting Officer (CCO)
EXT: 21317

From: Salabye, DeeAndra (IHS/NAV)
Sent: Thursday, September 10, 2020 12:55 PM
To: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>; Hutchison, Daalbaaleh (IHS/NAV) <Daalbaaleh.Hutchison@ihs.gov>
Subject: RE: Briefing Request - Fuentes Contract

Good Day:

Below is information clarifying the appearance of two orders.

(b) (5)



Overall, the oversight in cancelling the first issued manual purchase order to Gabriele Business Corporation makes the appearance of two orders issued for KN95 masks.

Any questions, please let us know, thank you.

Best Regards,

DeeAndra Salabye

DeeAndra Salabye, Contracting Officer

Navajo Area Indian Health Service

Indian Health Service (IHS)

t: 928.871.1317, m: (b) (6)

From: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>

Sent: Thursday, September 10, 2020 10:46 AM

To: Salabye, DeeAndra (IHS/NAV) <DeeAndra.Salabye@ihs.gov>

Cc: Hutchison, Daalbaaleh (IHS/NAV) <Daalbaaleh.Hutchison@ihs.gov>

Subject: FW: Briefing Request - Fuentes Contract

DeeAndra, I was not aware that two orders were placed with different vendors, both represented by Zach Fuentes. Were you aware of this? Ken

From: Whitelock, Jamie (IHS/HQ) <Jamie.Whitelock@ihs.gov>

Sent: Thursday, September 10, 2020 10:30 AM

To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>; Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>

Cc: Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Joseph, Rene (IHS/HQ) <Rene.Joseph@ihs.gov>; Pierce, Julia (IHS/HQ) <Julia.Pierce@ihs.gov>; Petrova, Angela (IHS/HQ) <Angela.Petrova@ihs.gov>; Jamison, Melissa A. (IHS/HQ) <Melissa.Jamison@ihs.gov>; Johnson-Webb, Mechelle D (IHS/HQ) <Mechelle.Johnson-Webb@ihs.gov>;

Dooley, Sean M (IHS/HQ) <Sean.Dooley@ihs.gov>; (b) (6) Johnson-Weider, Michelle (HHS/OGC) <Michelle.Johnson-weider@hhs.gov>
Subject: RE: Briefing Request - Fuentes Contract

Hi Darren,

OGC's General Law Division reviewed the document, and OGC wants to note (b) (5)

Further, OGC cautions (b) (5)

Please let us know if you have any questions. Thanks for the opportunity to review.

-Jamie

Jamie H. Whitelock
Senior Attorney
Office of the General Counsel
Public Health Division, Indian Health Service Branch
U.S. Department of Health and Human Services
(b) (6) (work cell)
jamie.whitelock@ihs.gov

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From: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>
Sent: Tuesday, September 8, 2020 2:49 PM
To: Whitelock, Jamie (IHS/HQ) <Jamie.Whitelock@ihs.gov>; Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>; Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Cc: Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Joseph, Rene (IHS/HQ) <Rene.Joseph@ihs.gov>; Pierce, Julia (IHS/HQ) <Julia.Pierce@ihs.gov>; Petrova, Angela (IHS/HQ) <Angela.Petrova@ihs.gov>
Subject: RE: Briefing Request - Fuentes Contract

Thank you Jamie. Yes, we will defer to ASL and GCL on actual briefing call. (b) (5)

Thanks.
Darren

From: Whitelock, Jamie (IHS/HQ) <Jamie.Whitelock@ihs.gov>
Sent: Tuesday, September 8, 2020 10:32 AM
To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>; Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Taylor, Brandon L (IHS/HQ)

<Brandon.Taylor@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>

Cc: Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Joseph, Rene (IHS/HQ) <Rene.Joseph@ihs.gov>; Pierce, Julia (IHS/HQ) <Julia.Pierce@ihs.gov>; Petrova, Angela (IHS/HQ) <Angela.Petrova@ihs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Hi Darren,

The OGC IHS Branch would be glad to join the prep call if you would like us to, but we have to defer to ASL and the OGC Legislation Division ("GCL") on whether they would like us to join the actual briefing with the congressional staffers. Our understanding is that GCL coordinates all of OGC's attendance on these sorts of matters.

-Jamie

Jamie H. Whitelock
Senior Attorney
Office of the General Counsel
Public Health Division, Indian Health Service Branch
U.S. Department of Health and Human Services

(b) (6) (work cell)
jamie.whitelock@ihs.gov

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From: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>

Sent: Tuesday, September 8, 2020 9:19 AM

To: Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>; Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>

Cc: Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Joseph, Rene (IHS/HQ) <Rene.Joseph@ihs.gov>; Whitelock, Jamie (IHS/HQ) <Jamie.Whitelock@ihs.gov>

Subject: RE: Briefing Request - Fuentes Contract

My apologies. My oversight not adding on needed additional staff on this topic. Mr. Truesdale and Mr. Almaraz. Planned schedule availability.

Thursday, September 10 between 1:30pm-4:00pm EDT for the prep call. And,

Wednesday, Sept. 16 at 11:00am-12:00pm EDT, or

Thursday, September 17 between 10:30am-12:00pm or 2:30pm-3:30pm EDT, for the actual briefing call with Hill staff.

Thank you.

Darren

From: Pete, Darren (IHS/HQ)

Sent: Tuesday, September 8, 2020 9:07 AM

To: Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>; Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>

Cc: Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Joseph, Rene (IHS/HQ) <Rene.Joseph@ihs.gov>; Whitelock,

Jamie (IHS/HQ) <Jamie.Whitelock@ihs.gov>

Subject: FW: Briefing Request - Fuentes Contract

Mr. Grinnell, AD Tso and CAPT Johnson and RADM Taylor,

This week's schedule for a prep call best fits Mr. Grinnell's schedule for. Thursday, September 10 between 1:30pm-4:00pm EDT for the prep.

Can we plan to schedule joining this prep call with HHS. HHS plans to brief the House Select Subcommittee on The Coronavirus Crisis in connection with the attached document. Our team, IHS, would brief the House staff about the Fuentes Contract. I've cc'd Jamie Whitelock in OGC on this email for awareness due to the contract dispute.

The following week, our availability would be: Wednesday, Sept. 16 at 11:00am-12:00pm EDT, or

Thursday, September 17 between 10:30am-12:00pm or 2:30pm-3:30pm EDT

These are the times I will forward to HHS for our availability.

If there are any conflicts regarding your availability, please let me know asap so we can make any necessary adjustments.

Thanks.

Darren

From: Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>

Sent: Thursday, September 3, 2020 8:07 PM

To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Thanks Darren,

I think there is some confusion. I am talking about a briefing request we received from the House Select Subcommittee on the Coronavirus Crisis in connection to the attached document request we received. IHS would be briefing the staff of the Select Subcommittee about the Fuentes Contract.

Given that there has been a lot of legwork already done to brief IHS, my thinking is that we use that materials since we don't need to reinvent the wheel and the questions from the Select Subcommittee will likely be similar to the ones we have received from SCIA.

I think the roster of briefers sounds great. Can you please provide me their availability for two dates: (1) a prep call next week (the week of Sept. 7); and (2) for a call with the Committee staff for the week of September 14. We need to schedule the briefing with the Committee by next Wednesday.

Thanks,

Kyle

From: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>

Sent: Thursday, September 3, 2020 5:03 PM

To: Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>; Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Kyle,

In addition (b) (5)



Again, the attached is not IHS cleared and in our internal review process, for internal discussion only.

Darren

From: Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>

Sent: Tuesday, September 1, 2020 10:27 AM

To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Thanks all,

I wanted to circle back and see if we can schedule a pre-brief for a potential briefing with the Select Subcommittee next week. The topics and likely questions would track what has been previously prepared for SCIA. Can we identify who the briefers would be, set up the pre-brief (it could be short since we've done this before), and find times to conduct the briefing?

Thanks,

Kyle

From: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>

Sent: Tuesday, August 25, 2020 11:53 AM

To: Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

(b) (5)



Thanks.

Darren

From: Strom, John (HHS/OGC) <John.Strom@hhs.gov>

Sent: Tuesday, August 25, 2020 11:40 AM

To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig,

Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Please (b) (5) to allow (b) (5)

From: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>

Sent: Tuesday, August 25, 2020 11:29 AM

To: Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>

Cc: Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Kyle,

(b) (5)

Let me know if you would like to see those also.

Darren

From: Pete, Darren (IHS/HQ)

Sent: Thursday, August 20, 2020 4:18 PM

To: 'Brosnan, Kyle (HHS/OGC)' <Kyle.Brosnan@hhs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>

Cc: Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: RE: Briefing Request - Fuentes Contract

Kyle,

I will check with our staff. There are several bodies on this one.

Darren

From: Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>

Sent: Thursday, August 20, 2020 4:05 PM

To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>

Cc: Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>; Osborne, Jonathan (OS/ASL) <Jonathan.Osborne@hhs.gov>; Strom, John (HHS/OGC) <John.Strom@hhs.gov>; Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>; Honig, Esther (HHS/ASL) <Esther.Honig@hhs.gov>

Subject: Briefing Request - Fuentes Contract

(b) (5)

(b) (5)



Attorney Work Product/Attorney-Client Privilege/Deliberative and Pre-Decisional

Souther, James (IHS/HQ)

From: Almaraz, Santiago (IHS/HQ)
Sent: Tuesday, October 27, 2020 1:37 PM
To: Truesdale, Kenneth G (IHS/HQ); Pete, Darren (IHS/HQ)
Cc: Grinnell, Randy (IHS/HQ); Taylor, Brandon L (IHS/HQ); Johnson, Brian K (IHS/NAV); Tso, Roselyn (IHS/NAV)
Subject: RE: E&C Briefing on Fuentes

Same here, I will make myself available

Santiago Almaraz
Acting Director, Office of Management Services
Head of Contracting Activity
Indian Health Service, Office of Management Services
Department of Health and Human Services
5600 Fishers Lane, Mail Stop 09E70
Rockville, MD 20857
O: (301)443-4872 | F: (301)594-0899 | E: santiago.almaraz@ihs.gov

From: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Sent: Tuesday, October 27, 2020 1:11 PM
To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>
Cc: Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>
Subject: RE: E&C Briefing on Fuentes

I can make some time on Thursday or Friday. Regards. Ken

From: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>
Sent: Tuesday, October 27, 2020 10:53 AM
To: Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>; Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>
Cc: Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>
Subject: FW: E&C Briefing on Fuentes

Good afternoon everyone.

HHS would like to (b) (5) . This would be similar (b) (5)

Is everyone available later this week to (b) (5) . Either Thursday or Friday?
Darren

From: Schmalz, Jennifer (HHS/ASL) <Jennifer.Schmalz@hhs.gov>
Sent: Thursday, October 22, 2020 4:28 PM
To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>
Cc: Brosnan, Kyle (HHS/ASL) <Kyle.Brosnan@hhs.gov>; Vitek, Traci (HHS/ASL) <Traci.Vitek@hhs.gov>; Osborne, Jonathan

(OS/ASL) <Jonathan.Osborne@hhs.gov>

Subject: E&C Briefing on Fuentes

Good afternoon –

We'd like to (b) (5)

Can you provide IHS availability (b) (5)

I've included the list of briefers (b) (5). Would you include the (b) (5) Happy to jump on the phone to discuss further.

Thanks,
Jenn

Mr. Randy Grinnell, Deputy Director for Management Operations
Mr. Kenneth Truesdale, Deputy Director, Division of Acquisition Policy
Mr. Santiago Almaraz, Acting Director, Office of Management Services
Ms. Roselyn Tso, Area Director, Navajo Area
Mr. Capt. Brian Johnson, Deputy Area Director, Navajo Area
Mr. Brandon Taylor, RADM, Chief of Staff, HIS
Mr. Darren Pete, Director, Congressional Affairs IHS

Jennifer Schmalz
Legislative Analyst
Office of the Assistant Secretary for Legislation
U.S. Department of Health and Human Services
202-875-1927

Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Tuesday, July 7, 2020 7:16 PM
To: Czajkowski, Julie A (IHS/HQ); Pierce, Julia (IHS/HQ); Almaraz, Santiago (IHS/HQ)
Subject: Re: Follow up Letter to Senator Udall and other Congressional Members Regarding Zach Fuentes, LLC Products

Julie, I have no suggested edits. Regards. Ken

On: 07 July 2020 15:16,
"Czajkowski, Julie A (IHS/HQ)" <Julie.Czajkowski@ihs.gov> wrote:

Good afternoon,

Attached is a follow-up letter to Senator Udall and other congressional members regarding the Zach Fuentes, LLC products received by the Navajo Area. At last week's hearing Senator Udall specifically mentioned the response he received and indicated that he wanted answers to his specific questions. This response adds those questions/answers back in with one revision and provides the update regarding the OIG referral. Please let me know as soon as possible if you clear the letter or have additional edits. Thank you!

Julie Czajkowski

Souther, James (IHS/HQ)

From: (b) (6)
Sent: Thursday, October 8, 2020 8:11 PM
To: Truesdale, Kenneth G (IHS/HQ)
Cc: Almaraz, Santiago (IHS/HQ); (b) (6)
Subject: RE: Letter to Zach Fuentes' Attorney, 9-30-2020
Attachments: ZFL Supplemental Referral Advice (Oct. 8, 2020).pdf

Ken,

Please find the attached legal advice regarding the supplemental OIG referral in the ZFL matter. We are available for questions.

(b) (5), (b) (6), (b) (7)(C), (b) (7)(F)

Sincerely,

(b) (6)
Assistant Deputy Assoc. General Counsel (Acting)
U.S. Department of Health and Human Services
Office of the General Counsel
General Law Division – DC Procurement Branch
Tele: (b) (6)
Alt. Number: (202) 819-4936
Email: (b) (6)

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From: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Sent: Tuesday, October 6, 2020 12:57 PM
To: (b) (6); (b) (6); (b) (6)
Cc: Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>
Subject: Letter to Zach Fuentes' Attorney, 9-30-2020

Hi (b) (6) and (b) (6)

In the subject letter, we stated (b) (5)

Is there something I need to do in this regard?

Thanks,
Ken

Kenneth G. Truesdale, MPA, CPCM
Colonel USAF (Ret)
Acting Director, Division of Acquisition Policy
Competition Advocate & IDIQ Ombudsman
Office of Management Services
Indian Health Service
240-994-0732

(b) (5)

(b) (6)

(b) (5)

(b) (5)

(b) (5)

(b) (6)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

Souther, James (IHS/HQ)

From: Hutchison, Daalbaaleh (IHS/NAV)
Sent: Monday, July 27, 2020 2:19 PM
To: Truesdale, Kenneth G (IHS/HQ)
Subject: RE: Litigation Hold - Zach Fuentes LLC

Received.

From: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Sent: Monday, July 27, 2020 11:13 AM
To: Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Hutchison, Daalbaaleh (IHS/NAV) <Daalbaaleh.Hutchison@ihs.gov>; Salabye, DeeAndra (IHS/NAV) <DeeAndra.Salabye@ihs.gov>; Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Barnett, Joshua (IHS/HQ) <Joshua.Barnett@ihs.gov>
Cc: Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>; Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>
Subject: Litigation Hold - Zach Fuentes LLC

All,

Please see the attached litigation hold document. (b) (5)



If you have any questions, please let me know.

Regards,
Ken

Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Monday, September 14, 2020 4:00 PM
To: Pete, Darren (IHS/HQ); Grinnell, Randy (IHS/HQ); Tso, Roselyn (IHS/NAV); Johnson, Brian K (IHS/NAV); Taylor, Brandon L (IHS/HQ); Almaraz, Santiago (IHS/HQ)
Cc: Taylor, Brandon L (IHS/HQ); Hodson, Corbrett (IHS/HQ); Craig, Nina (IHS/HQ); Brosnan, Kyle (HHS/OGC)
Subject: RE: Mask purchase NAIHS Fuentes

Hi Darren,

It's being reviewed now. Everyone on this email should have the timeline not later than tomorrow morning. As you may know, it's year-end closeout time and we have several COVID-19 related matters to finish.

Regards,
Ken

From: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>
Sent: Monday, September 14, 2020 1:52 PM
To: Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>; Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>; Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>
Cc: Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>; Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Craig, Nina (IHS/HQ) <Nina.Craig@ihs.gov>; Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>
Subject: Mask purchase NAIHS Fuentes

Mr. Truesdale, AD Tso and Capt. Johnson,
Can we get the timeline and TPs we discussed last week in preparation for the call this coming Thursday with House Select Subcommittee staff?
Darren

Darren Pete
Director, Congressional and Legislative Affairs
Office of the Director
Indian Health Service
5600 Fishers Lane, MS 08E34, Room 08E34
Rockville, MD 20857
Phone: 301-945-3211

Souther, James (IHS/HQ)

From: Tso, Roselyn (IHS/NAV)
Sent: Thursday, September 17, 2020 9:37 AM
To: Pete, Darren (IHS/HQ); Grinnell, Randy (IHS/HQ); Truesdale, Kenneth G (IHS/HQ); Johnson, Brian K (IHS/NAV); Taylor, Brandon L (IHS/HQ); Almaraz, Santiago (IHS/HQ); Hutchison, Daalbaaleh (IHS/NAV)
Cc: Hodson, Corbrett (IHS/HQ)
Subject: Re: Navajo Mask Acquisition - Zach Fuentes LLC

Thanks. I can do that part if it's ok.

On: 17 September 2020 07:34,
"Pete, Darren (IHS/HQ)" <Darren.Pete@ihs.gov> wrote:

But we still need a short intro into the dynamic at the time as part of an intro to our briefing to the Hill staffers.
Darren

From: Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>
Sent: Thursday, September 17, 2020 9:32 AM
To: Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>; Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Hutchison, Daalbaaleh (IHS/NAV) <Daalbaaleh.Hutchison@ihs.gov>
Subject: RE: Navajo Mask Acquisition - Zach Fuentes LLC

Mr. Truesdale will be the lead speaker for this call, as the majority of the questions will be around the acquisition process.

Randy Grinnell

From: Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>
Sent: Thursday, September 17, 2020 8:29 AM
To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>; Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Hutchison, Daalbaaleh (IHS/NAV) <Daalbaaleh.Hutchison@ihs.gov>
Subject: Re: Navajo Mask Acquisition - Zach Fuentes LLC

Good morning

I am requesting clarification. I assume Mr Grinnell and Ken will be the lead spokesperson for this call. NAIHS will be available to support and assist.

Is this a correct?

On: 15 September 2020 08:06,
"Pete, Darren (IHS/HQ)" <Darren.Pete@ihs.gov> wrote:

Thank you all for the abbreviated timeline below and the attached detailed timeline, with contacts and quoted text. For this call on Thursday, CLAS recommends the following:

1. Kyle B. (HHS ASL) initiate the call with intro of self and IHS on the line and opportunity for Hill staff to into themselves.
2. Darren Pete (IHS CLAS) introduce self and IHS staff on the line
3. Transition to AD Tso and Navajo Area office staff for concise overview of A-B purchase of PPE in March 2020
4. Transition to Randy Grinnell and Kenneth Truesdale for overview of procedures for product inspection and overview of contract/delivery/dispute issues
5. Inform Subcommittee staff that the current status for this topic is in contract dispute, and matter has been referred to HHS OIG, thus constraints on information can share due to contract dispute (b) (5) and OIG investigation (HHS policy to not comment pending OIG investigation).
6. Close HHS/IHS presentation portion and open up to QnAs

Note: attached timeline may contain text and statements that should not be shared due to contract dispute and OIG investigation.

CLAS recommends focusing on, (b) (5)

Darren

From: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>

Sent: Tuesday, September 15, 2020 9:44 AM

To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>; Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>

Cc: Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Craig, Nina (IHS/HQ) <Nina.Craig@ihs.gov>; Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>; Hutchison, Daalbaaleh (IHS/NAV) <Daalbaaleh.Hutchison@ihs.gov>; Salabye, Deeandra (IHS/NAV) <DeeAndra.Salabye@ihs.gov>; (b) (6) (HHS/OGC) <Tami.Hagberg@hhs.gov>

Subject: RE: Navajo Mask Acquisition - Zach Fuentes LLC

All, Tami Hagberg just provided the following edits. Regards. Ken

(b) (5)

From: Truesdale, Kenneth G (IHS/HQ)

Sent: Tuesday, September 15, 2020 7:27 AM

To: Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>; Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>

Cc: Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>; Craig, Nina (IHS/HQ) <Nina.Craig@ihs.gov>; Brosnan, Kyle (HHS/OGC) <Kyle.Brosnan@hhs.gov>; Hutchison, Daalbaaleh (IHS/NAV) <Daalbaaleh.Hutchison@ihs.gov>; Salabye, DeeAndra (IHS/NAV) <DeeAndra.Salabye@ihs.gov>; (b) (6) (HHS/OGC) <Tami.Hagberg@hhs.gov>

Subject: Navajo Mask Acquisition - Zach Fuentes LLC

All, the timeline is attached. Also, my suggested talking points are:

(b) (5)

[REDACTED]

Regards,
Ken

Kenneth G. Truesdale, MPA, CPCM
Colonel USAF (Ret)
Acting Director, Division of Acquisition Policy
Competition Advocate & IDIQ Ombudsman
Office of Management Services
Indian Health Service
240-994-0732

Souther, James (IHS/HQ)

From: Pete, Darren (IHS/HQ)
Sent: Friday, September 11, 2020 10:17 AM
To: Buchanan, Chris (IHS/HQ); Elliott, Athena S. (IHS/HQ); Truesdale, Kenneth G (IHS/HQ); Czajkowski, Julie A (IHS/HQ)
Cc: Taylor, Brandon L (IHS/HQ)
Subject: RE: Policy Team Follow-up - Fuentes Letter

RADM Buchanan,

CLAS has the letter. We are waiting to get clearance on the QFRs from the July 1 hearing before SCIA. The QFRs are in the final stages of the OMB clearance. The questions in the letter are the same posed in the QFRs.

- 1) If QFRs cleared and sent to SCIA, is a response still necessary for the Udall letter?
- 2) If QFRs are cleared and sent to SCIA, and we decide to send a follow up letter to the Udall letter, will we use the same QFR responses?

CLAS will check with ASL on best route to proceed.

Darren

From: Buchanan, Chris (IHS/HQ) <Chris.Buchanan@ihs.gov>
Sent: Friday, September 11, 2020 10:10 AM
To: Elliott, Athena S. (IHS/HQ) <Athena.Elliott@ihs.gov>; Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>; Czajkowski, Julie A (IHS/HQ) <Julie.Czajkowski@ihs.gov>
Cc: Taylor, Brandon L (IHS/HQ) <Brandon.Taylor@ihs.gov>
Subject: Policy Team Follow-up - Fuentes Letter

Greetings,

The Policy Team inquired about the status of the congressional Fuentes Letter . Reportedly this is due and needs clearance as we lead up to upcoming hearings. As Julia mentioned on a recent huddle we want to make sure the GLD Attorney is involved.

I know we cleared letters to the congressionals back in late June and early July (see attached).

Is there another letter that is circulating or is this the same that is still pending being sent?

Thanks

cbb

Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Tuesday, July 28, 2020 4:13 PM
To: Almaraz, Santiago (IHS/HQ)
Subject: RE: Response Needed: SCIA QFRs from July 1 Hearing on COVID-19

Santiago,

I assume this is the Zach Fuentes matter regarding the Navajo Mask Acquisition. If so, this matter has been provided to the HHS/OIG for an investigation. As such, we'll have to wait for the results of that investigation.

The contractor has not and will not be paid until the matter is resolved. (b) (6) of HHS/OGC should be consulted on our response.

Regards,
Ken

From: Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>
Sent: Tuesday, July 28, 2020 1:43 PM
To: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Subject: FW: Response Needed: SCIA QFRs from July 1 Hearing on COVID-19
Importance: High

It looks like you worked with Navajo to answer the 1st group of questions posed in coordination with CLAS (Darren Pete) OMS is responsible for responding to Question #2 and was not sure if you provided response or had chance to review.

" 2. In your June 30th letter regarding the substandard PPE procurement issue references in question one, you stated, 'the contractor refused [to enter into a no-cost termination of the contract] and submitted a certified claim for payment.' What steps will the Service take in response to the contractor's request for payment? Please specifically confirm whether or not IHS will issue payment to the contractor."

Thanks,
Santiago Almaraz
Acting Director, Office of Management Services
Head of Contracting Activity
Indian Health Service, Office of Management Services
Department of Health and Human Services
5600 Fishers Lane, Mail Stop 09E70
Rockville, MD 20857
O: (301)443-4872 | F: (301)594-0899 | E: santiago.almaraz@ihs.gov

From: Hodson, Corbrett (IHS/HQ) <Corbrett.Hodson@ihs.gov>
Sent: Friday, July 24, 2020 7:53 AM
To: Grinnell, Randy (IHS/HQ) <randy.grinnell@ihs.gov>; Toedt, Michael (IHS/HQ) <Michael.Toedt@ihs.gov>; Smith, Benjamin P. (IHS/HQ) <Benjamin.Smith@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>; LaRoche, Darrell W (IHS/HQ) <Darrell.LaRoche@ihs.gov>; Fallon, Angela B (IHS/HQ) <angela.fallon@ihs.gov>; Rael, John E (IHS/HQ) <John.Rael@ihs.gov>; Conners, Tina (IHS/HQ)

<Tina.Conners@ihs.gov>; Curtis, Jillian (IHS/HQ) <Jillian.Curtis@ihs.gov>; Church, Ann M. (IHS/HQ) <Ann.Church@ihs.gov>; Thornbrugh, Mitchell (IHS/HQ) <Mitchell.Thornbrugh@ihs.gov>; Scott, Andrea (IHS/HQ) <Andrea.Scott@ihs.gov>; Frazier, Francis (IHS/HQ) <Francis.Frazier@ihs.gov>; Pittman, Robert (IHS/HQ) <Robert.Pittman@ihs.gov>; Sadovich, Juliana (IHS/HQ) <Juliana.Sadovich@ihs.gov>; Ross, Raven (IHS/HQ) <Raven.Ross@ihs.gov>; Gyorda, Lisa (IHS/HQ) <Lisa.Gyorda@ihs.gov>; Fry, Jennifer (IHS/HQ) <Jennifer.Fry@ihs.gov>; Ludington, James (IHS/HQ) <James.Ludington@ihs.gov>; Tso, Roselyn (IHS/NAV) <Roselyn.Tso@ihs.gov>; Johnson, Brian K (IHS/NAV) <Brian.Johnson@ihs.gov>; Reidhead, Ty (IHS/PHX) <Ty.Reidhead@ihs.gov>; Elliott, Holly M (IHS/PHX) <Holly.Elliott@ihs.gov>
Cc: HQE Sr. Staff <HQESr.Staff@ihs.gov>; Pete, Darren (IHS/HQ) <Darren.Pete@ihs.gov>; Craig, Nina (IHS/HQ) <Nina.Craig@ihs.gov>; Ruiz, Armadio V. (IHS/HQ) <Armadio.Ruiz@ihs.gov>; Yazzie, Xavier V. (IHS/HQ) <Xavier.Yazzie@ihs.gov>; Romero, Char (IHS/HQ) <Char.Romero@ihs.gov>; Leslie, Cheryl (IHS/NAV) <Cheryl.Leslie@ihs.gov>; Lewis, Carrie (IHS/PHX) <Carrie.Lewis@ihs.gov>
Subject: Response Needed: SCIA QFRs from July 1 Hearing on COVID-19
Importance: High

Good morning,

Attached are the QFRs from the SCIA (Sens. Udall, Murkowski, Tester, and McSally) from the July 1 hearing on IHS Response to COVID-19. I have identified below those that should respond to the questions. Please coordinate with others as needed to provide the responses. If you feel someone else would be better suited to provide the response, please let me know. Please use the attached template to provide your responses.

Please send your response by 10AM July 28.

Sen. Udall questions

1. CLAS
2. OMS
3. OCPS
4. ORAP (a) and OFA (b and c)
5. OIT
6. OPHS
7. Mr. Smith (a, b, and c), Dr. Toedt (d), and ORAP (e)
8. OFA
9. OFA
10. Dr. Toedt (a), OQ (b), and OHR (c)
11. OEHE
12. Mr. Smith

Sen. Murkowski questions

1. OEHE
2. OEHE
3. Mr. Grinnell

Sen. Tester questions

1. OFA
2. OPHS

Sen. McSally questions

1. OCPS

2. OCPS
3. OIT
4. ORAP
5. OEHE
6. OCPS
7. Navajo Area
8. Navajo Area
9. Phoenix Area

Thank you,

Corbrett Hodson
Congressional & Legislative Affairs
Indian Health Service
(301) 443-1966

Souther, James (IHS/HQ)

From: (b) (6)
Sent: Friday, September 11, 2020 3:40 PM
To: Truesdale, Kenneth G (IHS/HQ)
Cc: Almaraz, Santiago (IHS/HQ)
Subject: RE: Timeline on Zach Fuentes Matter

Ken,

Nice speaking with you as well. (b) (5)

Hope this helps.

Sincerely,

(b) (6)

(b) (6)

Assistant Deputy Assoc. General Counsel (Acting)
U.S. Department of Health and Human Services
Office of the General Counsel
General Law Division – DC Procurement Branch
Tele: (b) (6)
Alt. Number: (b) (6)
Email: (b) (6)

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From: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Sent: Friday, September 11, 2020 2:57 PM
To: (b) (6)
Cc: Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>
Subject: Timeline on Zach Fuentes Matter

Hi (b) (6)

It was good talking to you yesterday.

As I mentioned, I edited the timeline you and your team put together (b) (5)

Please review and edit as necessary. The call with the House Select Committee on COVID is Thursday next week but I'll like to get the timeline to IHS senior leadership and ASL by COB Monday if possible.

Regards,
Ken

Souther, James (IHS/HQ)

From: (b) (6)
Sent: Friday, October 9, 2020 1:48 PM
To: (b) (6) (OIG/OI)
Cc: Truesdale, Kenneth G (IHS/HQ); (b) (6) (HHS/OGC)
Subject: RE: Zach Fuentes, LLC - Purchase Order No. 75H71020P01137

Good afternoon,

We are not currently working with any DOJ attorneys on the ZFL claim. Unless ZFL files a complaint at the Court of Federal Claims, our office would not typically have contact with DOJ over a claim filed under the Contract Disputes Act. Further, (b) (6) to agency officials regarding the regulatory requirement to refer suspected fraudulent claims to the agency officials responsible for investigating fraud (FAR 33.209).

Sincerely,

(b) (6)

(b) (6)

Assistant Deputy Assoc. General Counsel (Acting) U.S. Department of Health and Human Services Office of the General Counsel General Law Division - DC Procurement Branch

Tele: (b) (6)

Alt. Number: (b) (6)

Email: (b) (6)

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-----Original Message-----

From: (b) (6) (OIG/OI) <(b) (6)@oig.hhs.gov>
Sent: Friday, October 9, 2020 1:04 PM
To: (b) (6)
Cc: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@lhs.gov>; (b) (6) (HHS/OGC)
<(b) (6)>
Subject: RE: Zach Fuentes, LLC - Purchase Order No. 75H71020P01137

Hi (b) (6)

Are you working with any DOJ attorneys on the claim for ZFL? If so please provide me with their contact information

(b) (5), (b) (7)(E)

Thank you.

(b) (6)

Special Agent in Charge

Email: [REDACTED]@oig.hhs.gov

2

Cc: gwaldman@waldmanbarnett.com; ncuriel@waldmanbarnett.com; Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>; (b) (6) (HHS/OGC) <(b) (6)>
Subject: RE: Zach Fuentes, LLC - Purchase Order No. 75H71020P01137

Mr. Keime:

This is to let you know that we are working to identify the HHS Office of Inspector General point of contact, as you requested. We hope to have a name and contact information in the next couple of days.

(b) (6)

Assistant Deputy Assoc. General Counsel (Acting) U.S. Department of Health and Human Services Office of the General Counsel General Law Division - DC Procurement Branch

Tele: (b) (6)

Alt. Number: (b) (6)

Email: (b) (6)

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-----Original Message-----

From: (b) (6)

Sent: Wednesday, September 30, 2020 2:33 PM

To: 'bkeime@waldmanbarnett.com' <bkeime@waldmanbarnett.com>

Cc: 'gwaldman@waldmanbarnett.com' <gwaldman@waldmanbarnett.com>; 'ncuriel@waldmanbarnett.com'

<ncuriel@waldmanbarnett.com>; Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>; (b) (6) (HHS/OGC) <(b) (6)>

Subject: FW: Zach Fuentes, LLC - Purchase Order No. 75H71020P01137

Mr. Keime:

Please see the attached response to your letter of September 24, 2020. Terrius Greene and I are agency counsel.

Sincerely,

(b) (6)

Assistant Deputy Assoc. General Counsel (Acting) U.S. Department of Health and Human Services Office of the General Counsel General Law Division - DC Procurement Branch

Tele: (b) (6)

Alt. Number: (b) (6)

Email: (b) (6)

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From: Nancy Curiel <ncuriel@waldmanbarnett.com<mailto:ncuriel@waldmanbarnett.com>>

Sent: Thursday, September 24, 2020 12:59 PM

To: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov<mailto:Kenneth.Truesdale@ihs.gov>>

Cc: Benjamin Keime <bkeime@waldmanbarnett.com<mailto:bkeime@waldmanbarnett.com>>; Glen H. Waldman <gwaldman@waldmanbarnett.com<mailto:gwaldman@waldmanbarnett.com>>

Subject: Zach Fuentes, LLC - Purchase Order No. 75H71020P01137

Importance: High

Good afternoon:

Please see attached correspondence of today's date from Benjamin Keime, Esq. for your consideration. Thank you.

Nancy Torres-Curiel, Assistant to
Glen H. Waldman, Esq. and
Benjamin L. Keime, Esq.
Waldman Barnett, PL
3250 Mary Street, Suite 102
Coconut Grove, FL 33133
305-371-8809
305-448-4155 - fax
ncuriel@waldmanbarnett.com<mailto:ncuriel@waldmanbarnett.com>

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

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Souther, James (IHS/HQ)

From: [REDACTED] (OIG/OI) [REDACTED]@oig.hhs.gov>
Sent: Thursday, October 15, 2020 7:45 PM
To: Truesdale, Kenneth G (IHS/HQ); (b) (6) [REDACTED]
Cc: (b) (6) [REDACTED] (HHS/OGC); Almaraz, Santiago (IHS/HQ)
Subject: RE: Zach Fuentes LLC (ZFL) Claim

Thank you all for the follow up and document.

(b) (6), (b) (7)(C), (b) (7)(F)
Special Agent in Charge
Kansas City Region
Office of Inspector General - Office of Investigations U.S. Department of Health & Human Services Kansas City, MO
Cell: (b) (6), (b) (7)(D)
Email: [REDACTED]@oig.hhs.gov

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-----Original Message-----

From: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Sent: Thursday, October 15, 2020 6:44 PM
To: (b) (6) [REDACTED], (b) (6), (b) (7)(C), (b) (7)(F) [REDACTED] (OIG/OI) [REDACTED]@oig.hhs.gov>
Cc: (b) (6) [REDACTED], (b) (6) [REDACTED] Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>
Subject: Re: Zach Fuentes LLC (ZFL) Claim

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Tami, Ken

On: 15 October 2020 16:31,
(b) (6) [REDACTED] wrote:

Ken,

Attached is the July 7 email and attachment you forwarded from Mr. Keime.

Sincerely,

(b) (6) [REDACTED]

(b) (6)

Assistant Deputy Assoc. General Counsel (Acting) U.S. Department of Health and Human Services Office of the General Counsel General Law Division - DC Procurement Branch

Tele: (b) (6)

Alt. Number: (b) (6)

Email: (b) (6)

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From: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>

Sent: Thursday, October 15, 2020 5:42 PM

To: (b) (6) (OIG/OI) <(b) (6)@oig.hhs.gov>

Cc: (b) (6) (b) (6) (b) (6)

Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>

Subject: RE: Zach Fuentes LLC (ZFL) Claim

Hi

Attached is what I located. I don't see the July 7, 2020 correspondence from Mr. Keime but Tami or Terrius may have it.

Regards,
Ken

From: (b) (6) (OIG/OI) <(b) (6)@oig.hhs.gov<mailto:(b) (6)@oig.hhs.gov>>

Sent: Thursday, October 15, 2020 1:31 PM

To: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov<mailto:Kenneth.Truesdale@ihs.gov>>

Cc: (b) (6) (b) (6)

<(b) (6) (b) (6) Almaraz, Santiago (IHS/HQ)

<Santiago.Almaraz@ihs.gov<mailto:Santiago.Almaraz@ihs.gov>>

Subject: RE: Zach Fuentes LLC (ZFL) Claim

Ken,

The letter dated September 24, 2020, from Mr. Keime mentions a July 7, 2020, correspondence to you asking for an explanation regarding the basis for the alleged determination of misrepresentation of fact or fraud. Could you please provide me with a copy of the July 7, 2020, correspondence from Mr. Keime and any subsequent response from IHS to this request.

Thank you.

(b) (6) (b) (7)(C), (b) (7)(D)

Special Agent in Charge

Kansas City Region

Office of Inspector General - Office of Investigations U.S. Department of Health & Human Services Kansas City, MO

Cell: (b) (6), (b) (7)(C)

Email: (b) (6)@oig.hhs.gov<mailto:(b) (6)@oig.hhs.gov>

[cid:image001.jpg@01CBCDC2.DF295AD0]

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From: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov<mailto:Kenneth.Truesdale@ihs.gov>>

Sent: Friday, October 9, 2020 12:51 PM

To: (b) (6) (OIG/OI) <(b) (6)@oig.hhs.gov<mailto:(b) (6)@oig.hhs.gov>>

Cc: (b) (6) (b) (6) (b) (6)

(b) (6) (b) (6) Almaraz, Santiago (IHS/HQ)
<Santiago.Almaraz@ihs.gov<mailto:Santiago.Almaraz@ihs.gov>>

Subject: Zach Fuentes LLC (ZFL) Claim

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. (b) (6)

Thanks for taking my call this morning. Per your request, attached is the letter I sent to Mr. Keime, Zach Fuentes' Attorney, notifying him of my referral to the HHS/OIG. Also, attached are the following:

- Mr. Keime's September 24, 2020 letter and draft compliant (regarding the previously submitted claim on June 22, 2020).
- My September 30, 2020 response to Mr. Keime's September 24, 2020 letter.

Please consider the Draft Complaint attached to Mr. Keime's September 24, 2020 letter as a Supplemental Referral of the ZFL Claim.

Regards,
Ken

Kenneth G. Truesdale, MPA, CPCM
Colonel USAF (Ret)

Acting Director, Division of Acquisition Policy Competition Advocate & IDIQ Ombudsman Office of Management Services
Indian Health Service
240-994-0732

Souther, James (IHS/HQ)

From: Salabye, DeeAndra (IHS/NAV)
Sent: Friday, October 9, 2020 2:23 PM
To: Truesdale, Kenneth G (IHS/HQ)
Subject: RE: Zach Fuentes Matter
Attachments: 75H71020P01137 - GABRIELE BUSINESS CORPORATION.PDF; 75H71020P01137 - ZACH FUENTES LLC.PDF; 75H71020P01137 - ZACH FUENTES LLC, MOD 1.pdf

Hi Ken, here you go, I provided all copies.

Thank you,

DeeAndra Salabye

From: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Sent: Friday, October 9, 2020 12:03 PM
To: Salabye, DeeAndra (IHS/NAV) <DeeAndra.Salabye@ihs.gov>
Subject: Zach Fuentes Matter

Hi DeeAndra, can you send me a copy of the GBC Order (the one that was the same PO number as the Zach Fuentes order)? Thanks. Ken

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

7

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER

04/13/2020

2. CONTRACT NO. (if any)

3. ORDER NO.

75H71020P01137

4. REQUISITION/REFERENCE NO.

IHS1403845

6. SHIP TO:

a. NAME OF CONSIGNEE

NAVAJO AREA OFFICE

5. ISSUING OFFICE (Address correspondence to)

Navajo Area Office

PO Box 9020

Window Rock AZ 86515

b. STREET ADDRESS

P.O. BOX 9020

WINDOW ROCK AZ 86515

c. CITY

WINDOW ROCK

d. STATE

AZ

e. ZIP CODE

86515

7. TO:

a. NAME OF CONTRACTOR

b. COMPANY NAME

c. STREET ADDRESS

Gabriele Business Corporation

21937 Arbor Ln

f. SHIP VIA

8. TYPE OF ORDER

☒ a. PURCHASE

REFERENCE YOUR:

COVID-19 SUPPLIES

☐ b. DELIVERY

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

d. CITY

Farmington Hills

e. STATE

MI

f. ZIP CODE

48336

9. ACCOUNTING AND APPROPRIATION DATA

See Schedule

10. REQUISITIONING OFFICE

WYACO BRANDON (IHS)

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

☐ a. SMALL

☒ b. OTHER THAN SMALL

☐ c. DISADVANTAGED

☐ d. WOMEN-OWNED

☐ e. HUBZone

☐ f. SERVICE-DISABLED
VETERAN-OWNED

☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB)
ELIGIBLE UNDER THE WOSB PROGRAM

☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT

ON OR BEFORE (Date)
05/08/2020

16. DISCOUNT TERMS

IHS NET 30

a. INSPECTION

Destination

b. ACCEPTANCE

Destination

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Referencing quote #90090 F.O.B. Destination Deliver To: Gallup Regional Supply Service Center 2400 Fuhs Ave Bldg 10 Gallup, NM 87301 Continued ...					

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

21. MAIL INVOICE TO:

a. NAME

Navajo Area Office

\$3,490,000.00

b. STREET ADDRESS
(or P.O. Box)

PO Box 9020

Window Rock AZ 86515

c. CITY

Window Rock

d. STATE

AZ

e. ZIP CODE

86515

\$3,490,000.00

22. UNITED STATES OF

AMERICA BY (Signature)

23. NAME (Typed)

DEEANDRA SALABYE

TITLE: CONTRACTING/ORDERING OFFICER

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Prescribed by GSA/FAR 48 CFR 53.213(f)

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ _____ No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ _____ No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me

and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT PARTIAL DATE RECEIVED SIGNATURE OF AUTHORIZED U.S. GOVT REP.

DATE _____

FIN	NUMBER
-----	--------

PARTIAL

DATE RECEIVED

TOTAL CONTAINERS	GROSS WEIGHT	RECEIVED AT	TITLE
------------------	--------------	-------------	-------

GROSS WEIGHT

RECEIVED AT

3711 |

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION
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ITEM NO.

SUPPLIES OR SERVICES

UNIT

QUANTITY
REJECTED

REASON FOR REJECTION

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

04/13/2020

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	Admin Office: Navajo Area Office PO Box 9020 Window Rock AZ 86515 GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 Accounting Info: 2020.J54AR0D.26048 Appr. Yr.: 2020 CAN: J54AR0D Object Class: 26048 Funded: \$523,500.00				523,500.00	
2	SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500 Accounting Info: 2020.J54AR0F.26048 Appr. Yr.: 2020 CAN: J54AR0F Object Class: 26048 Funded: \$523,500.00				523,500.00	
3	CHINLE SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 Accounting Info: 2020.J54AR0A.26048 Appr. Yr.: 2020 CAN: J54AR0A Object Class: 26048 Funded: \$523,500.00 Continued ...				523,500.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,570,500.00

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OPTIONAL FORM 348 (Rev. 4/2008)
Prescribed by GSAR (48 CFR) 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

04/13/2020

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
4	KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$349,000.00 Accounting Info: 2020.J54AR0E.26048 Appr. Yr.: 2020 CAN: J54AR0E Object Class: 26048 Funded: \$349,000.00				349,000.00	
5	CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$174,500.00 Accounting Info: 2020.J54AR0B.26048 Appr. Yr.: 2020 CAN: J54AR0B Object Class: 26048 Funded: \$174,500.00				174,500.00	
6	GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$1,396,000.00 Accounting Info: 2020.J54U989.26065 Appr. Yr.: 2020 CAN: J54U989 Object Class: 26065 Funded: \$1,396,000.00 ***** Point of Contact (POC): Name: Loretta Christensen Phone: 928-871-5813 The POC is primarily responsible for monitoring the technical progress including surveillance and assessment of performance for this contract. Continued ...				1,396,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,919,500.00

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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

5

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

04/13/2020

ORDER NO.

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Administrative Contracting Officer (CO): Michelle James, Contract Specialist, (928) 871-5841. Per FAR Subpart 1.602-2(d), the CO determines that this order does not require a Contracting Officer Representative (COR). **INVOICE SUBMISSION: The Contractor shall submit invoices once in accordance with FAR Clause 52.212-4(g) by regular postal mail to: Navajo Area Office Attn: Finance Department P.O. Box 9020 Window Rock, Arizona 86515 Additionally, the Contractor is required to include its Data Universal Numbering System (DUNS) number on each invoice. For additional information about the Dun & Bradstreet (D&B) DUNS number, please visit http://fedgov.dnb.com/webform. Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice. In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO

6

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

04/13/2020

ORDER NO.

75H71020DP01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	by means of this memorandum. All small businesses shall label all invoices as "Small Business." Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. Additional Applicable Federal Acquisition Regulations (FAR) Clauses: 52.204-7 System Award Management (Oct 2016) 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Mar 2020) 52.229-3 Federal, State, and Local Taxes Continued ...					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

7

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

04/13/2020

ORDER NO.

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(Feb 2013) 52.232-18 Availability of Funds (Apr 1984) 52.232-33 Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) The total amount of award: \$3,490,000.00. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

7

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER

2. CONTRACT NO. (If any)

6. SHIP TO:

04/13/2020

a. NAME OF CONSIGNEE

3. ORDER NO.

75H71020P01137

4. REQUISITION/REFERENCE NO.

IHS1403845

NAVAJO AREA OFFICE

5. ISSUING OFFICE (Address correspondence to)

Navajo Area Office

PO Box 9020

Window Rock AZ 86515

b. STREET ADDRESS

P.O. BOX 9020

WINDOW ROCK AZ 86515

c. CITY

WINDOW ROCK

d. STATE

AZ

e. ZIP CODE

86515

7. TO:

f. SHIP VIA

a. NAME OF CONTRACTOR

ZACH FUENTES LLC

8. TYPE OF ORDER

b. COMPANY NAME

☒ a. PURCHASE☐ b. DELIVERY

c. STREET ADDRESS

6623 ELECTRIC AVE

REFERENCE YOUR:

COVID-19 SUPPLIES

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

d. CITY

Warrenton

e. STATE

VA

f. ZIP CODE

20187

9. ACCOUNTING AND APPROPRIATION DATA

See Schedule

10. REQUISITIONING OFFICE

WYACO BRANDON (IHS)

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

☐ a. SMALL☒ b. OTHER THAN SMALL☐ c. DISADVANTAGED☐ d. WOMEN-OWNED☐ e. HUBZone☐ f. SERVICE-DISABLED
VETERAN-OWNED☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB)
ELIGIBLE UNDER THE WOSB PROGRAM☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT

ON OR BEFORE (Date)
05/08/2020

16. DISCOUNT TERMS

IHS NET 30

a. INSPECTION

Destination

b. ACCEPTANCE

Destination

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Referencing quote #90090 F.O.B. Destination					
	Deliver To: Gallup Regional Supply Service Center Continued ...					
	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.			17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:					
	a. NAME				\$3,490,000.00	
	b. STREET ADDRESS (or P.O. Box)					
	c. CITY	d. STATE	e. ZIP CODE		\$3,490,000.00	17(i) GRAND TOTAL
	Window Rock	AZ	86515			

22. UNITED STATES OF

AMERICA BY (Signature)



23. NAME (Typed)

DEEANDRA SALABYE

TITLE: CONTRACTING/ORDERING OFFICER

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ _____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me
and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL	DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL			
TOTAL CONTAINERS	GROSS WEIGHT	RECEIVED AT	TITLE	

[illegible]

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
04/13/2020

CONTRACT NO.

ORDER NO.

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	2400 Fuhs Ave Bldg 10 Gallup, NM 87301 Admin Office: Navajo Area Office PO Box 9020 Window Rock AZ 86515					
1	GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 Accounting Info: 2020.J54AR0D.26048 Appr. Yr.: 2020 CAN: J54AR0D Object Class: 26048 Funded: \$523,500.00				523,500.00	
2	SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500 Accounting Info: 2020.J54AR0F.26048 Appr. Yr.: 2020 CAN: J54AR0F Object Class: 26048 Funded: \$523,500.00				523,500.00	
3	CHINLE SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 Accounting Info: 2020.J54AR0A.26048 Appr. Yr.: 2020 CAN: J54AR0A Object Class: 26048 Funded: \$523,500.00 Continued ...				523,500.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$1,570,500.00	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
04/13/2020

CONTRACT NO.

ORDER NO.

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
4	KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$349,000.00 Accounting Info: 2020.J54AR0E.26048 Appr. Yr.: 2020 CAN: J54AR0E Object Class: 26048 Funded: \$349,000.00				349,000.00	
5	CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$174,500.00 Accounting Info: 2020.J54AR0B.26048 Appr. Yr.: 2020 CAN: J54AR0B Object Class: 26048 Funded: \$174,500.00				174,500.00	
6	GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$1,396,000.00 Accounting Info: 2020.J54U989.26065 Appr. Yr.: 2020 CAN: J54U989 Object Class: 26065 Funded: \$1,396,000.00 ***** Point of Contact (POC): Name: Loretta Christensen Phone: 928-871-5813 The POC is primarily responsible for monitoring the technical progress including Continued ...				1,396,000.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$1,919,500.00	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

5

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

04/13/2020

ORDER NO.

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	surveillance and assessment of performance for this contract. Administrative Contracting Officer (CO): Michelle James, Contract Specialist, (928) 871-5841. Per FAR Subpart 1.602-2(d), the CO determines that this order does not require a Contracting Officer Representative (COR). **INVOICE SUBMISSION: The Contractor shall submit invoices once in accordance with FAR Clause 52.212-4(g) by regular postal mail to: Navajo Area Office Attn: Finance Department P.O. Box 9020 Window Rock, Arizona 86515 Additionally, the Contractor is required to include its Data Universal Numbering System (DUNS) number on each invoice. For additional information about the Dun & Bradstreet (D&B) DUNS number, please visit http://fedgov.dnb.com/webform. Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice. In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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OPTIONAL FORM 348 (Rev. 4/2006)

Prescribed by GSA FAR (48 CFR) 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

6

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

04/13/2020

ORDER NO.

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as "Small Business." Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. Additional Applicable Federal Acquisition Regulations (FAR) Clauses: 52.204-7 System Award Management (Oct 2016) 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

PAGE NO

7

DATE OF ORDER	CONTRACT NO.
---------------	--------------

ORDER NO.
75H71020P01137

04/13/2020

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Orders-Commercial Items (Mar 2020) 52.229-3 Federal, State, and Local Taxes (Feb 2013) 52.232-18 Availability of Funds (Apr 1984) 52.232-33 Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) The total amount of award: \$3,490,000.00. The obligation for this award is shown in box 17(i).					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						\$0.00

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OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE OF PAGES

1 8

2. AMENDMENT/MODIFICATION NO.

P00001

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

29

7. ADMINISTERED BY (If other than Item 6)

CODE

Navajo Area Office
PO Box 9020
Window Rock AZ 86515

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ZACH FUENTES LLC 1559522
Attn: ZACHARY FUENTES
ZACH FUENTES LLC
6623 ELECTRIC AVE
WARRENTON VA 20187-2700

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
75H71020P01137

10B. DATED (SEE ITEM 13)

CODE 1559522

FACILITY CODE

04/13/2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Decrease:

-\$250,000.00

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☒ CHECK ONE ☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
FAR 52.212-4(c) - Changes.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Order No. 75H71020P01137 is hereby modified for the following reasons:

- Price reduced from (b) (4) to [REDACTED] per mask.
- Delivery date changed from May 8, 2020 to May 29, 2020.

LIST OF CHANGES:

Reason for Modification: Other Administrative Action

Total Amount for this Modification: -\$250,000.00

New Total Amount for this Version: \$3,240,000.00

New Total Amount for this Award: \$3,240,000.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

DEEANDRA SALABYE

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

05/12/2020

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75H71020P01137/P00001PAGE OF
2 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount for this Modification: -\$250,000.00 New Total Obligated Amount for this Award: \$3,240,000.00 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 to GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$486,000 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0D.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500 to SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$486,000 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0F.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 3 Description changed from CHINLE SERVICE UNIT Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75H71020P01137/P00001PAGE OF
3 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 to CHINLE SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$486,000.00 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0A.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$349,000.00 to KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$324,000.00 Total Amount changed from \$349,000.00 to \$324,000.00 Obligated Amount for this Modification: -\$25,000.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$349,000.00 to \$324,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0E.26048 Amount changed from \$349,000.00 to \$324,000.00 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$174,500.00 to CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75H71020P01137/P00001PAGE OF
4 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Qty: (b)(4) Unit Price: \$3.24 ea Total Price: \$162,000.00 Total Amount changed from \$174,500.00 to \$162,000.00 Obligated Amount for this Modification: -\$12,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$174,500.00 to \$162,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0B.26048 Amount changed from \$174,500.00 to \$162,000.00 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b)(4) Unit Price: (b)(4) Total Price: \$1,396,000.00 to GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b)(4) Unit Price: (b)(4) Total Price: \$1,296,000.00 Total Amount changed from \$1,396,000.00 to \$1,296,000.00 Obligated Amount for this Modification: -\$100,000.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$1,396,000.00 to \$1,296,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54U989.26065 Amount changed from \$1,396,000.00 to \$1,296,000.00 LIST OF CHANGES: Reason for Modification: Other Administrative Action Total Amount for this Modification: -\$250,000.00 New Total Amount for this Version: \$3,240,000.00 New Total Amount for this Award: \$3,240,000.00 Obligated Amount for this Modification: -\$250,000.00 New Total Obligated Amount for this Award: Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75H71020P01137/P00001PAGE OF
5 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$3,240,000.00 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 to GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$486,000 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0D.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500 to SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$486,000 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0F.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 3 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75H71020P01137/P00001PAGE OF
6 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Description changed from CHINLE SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 to CHINLE SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$486,000.00 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0A.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$349,000.00 to KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$324,000.00 Total Amount changed from \$349,000.00 to \$324,000.00 Obligated Amount for this Modification: -\$25,000.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$349,000.00 to \$324,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0E.26048 Amount changed from \$349,000.00 to \$324,000.00 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75H71020P01137/P00001PAGE OF
7 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Qty: (b) (4) Unit Price: (b) (4) Total Price: \$174,500.00 to CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$162,000.00 Total Amount changed from \$174,500.00 to \$162,000.00 Obligated Amount for this Modification: -\$12,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$174,500.00 to \$162,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0B.26048 Amount changed from \$174,500.00 to \$162,000.00 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$1,396,000.00 to GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$1,296,000.00 Total Amount changed from \$1,396,000.00 to \$1,296,000.00 Obligated Amount for this Modification: -\$100,000.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$1,396,000.00 to \$1,296,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54U989.26065 Amount changed from \$1,396,000.00 to \$1,296,000.00 Discount Terms: IHS NET 30 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME				

Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Thursday, July 2, 2020 11:11 AM
To: (b) (6)
Cc: Bergeron, Richard (HHS/OGC); (b) (6); Hecht, Jonah (HHS/OGC); Dooley, Sean M (IHS/HQ); Almaraz, Santiago (IHS/HQ); Pierce, Julia (IHS/HQ)
Subject: RE: Zack Fuentes, LLC Claim

(b) (6) thanks much to the HHS/OGC Team. (b) (5) (b) (6) Regards. Ken

From: (b) (6)
Sent: Thursday, July 2, 2020 9:04 AM
To: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Cc: Bergeron, Richard (HHS/OGC) <Richard.Bergeron@HHS.GOV>; (b) (6); (b) (6); Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Dooley, Sean M (IHS/HQ) <Sean.Dooley@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Pierce, Julia (IHS/HQ) <Julia.Pierce@ihs.gov>
Subject: FW: Zack Fuentes, LLC Claim

Ken,

Thank you for the call (b) (5) (b) (6)

Sincerely,

(b) (6)

(b) (6)
Assistant Deputy Assoc. General Counsel (Acting)
U.S. Department of Health and Human Services
Office of the General Counsel
General Law Division – DC Procurement Branch

Tele: (b) (6)

Email: (b) (6)

From: (b) (6) (HHS/OGC)
Sent: Wednesday, July 1, 2020 7:41 PM
To: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Cc: Bergeron, Richard (HHS/OGC) <Richard.Bergeron@HHS.GOV>; (b) (6) (HHS/OGC); (b) (6); Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Dooley, Sean M (IHS/HQ) <Sean.Dooley@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>; Pierce, Julia (IHS/HQ) <Julia.Pierce@ihs.gov>
Subject: RE: Zack Fuentes, LLC Claim

Ken,

Nice speaking with you today. The legal advice provided (b) (5)

At your request, we have also provided a draft (b) (5)

Upon further consideration, (b) (5)

(b) (5)

- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]

[REDACTED]

(b) (5)

Should you have any questions, feel free to contact us.

Sincerely,

(b) (6)

Assistant Deputy Assoc. General Counsel (Acting)
U.S. Department of Health and Human Services
Office of the General Counsel
General Law Division – DC Procurement Branch

Tele: (b) (6)

Email: (b) (6)

From: Truesdale, Kenneth G (IHS/HQ) <Kenneth.Truesdale@ihs.gov>
Sent: Wednesday, July 1, 2020 9:09 AM
To: (b) (6) (HHS/OGC) (b) (6)
Cc: Bergeron, Richard (HHS/OGC) <Richard.Bergeron@HHS.GOV>; (b) (6) (HHS/OGC)
(b) (6) Hecht, Jonah (HHS/OGC) <Jonah.Hecht@hhs.gov>; Dooley, Sean M (IHS/HQ)
<Sean.Dooley@ihs.gov>; Almaraz, Santiago (IHS/HQ) <Santiago.Almaraz@ihs.gov>
Subject: Zack Fuentes, LLC Claim

Good Morning (b) (6)

As the IHS Head of Contracting Activity's appointed IHS Contracting Officer responsible for resolving the Zack Fuentes, LLC claim, (b) (5) I concur with HHS OGC's advice (b) (5)

Please provide the draft notification letters at your convenience.

Regards,
Ken

Kenneth G. Truesdale, MPA, CPCMC
Colonel USAF (Ret)
Acting Director, Division of Acquisition Policy
Competition Advocate
Office of Management Services
Indian Health Service
240-994-0732

Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Friday, September 11, 2020 2:57 PM
To: (b) (6) (HHS/OGC)
Cc: Almaraz, Santiago (IHS/HQ)
Subject: Timeline on Zach Fuentes Matter
Attachments: Updated Timeline - Zach Fuentes.docx

Hi [REDACTED]

It was good talking to you yesterday.

As I mentioned, (b) (5) [REDACTED]
[REDACTED]

Please review and edit as necessary. The call with the House Select Committee on COVID is Thursday next week but I'll like to get the timeline to IHS senior leadership and ASL by COB Monday if possible.

Regards,
Ken

(b) (5)

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(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

Souther, James (IHS/HQ)

From: Nancy Curiel <ncuriel@waldmanbarnett.com>
Sent: Thursday, September 24, 2020 2:59 PM
To: Truesdale, Kenneth G (IHS/HQ)
Cc: Benjamin Keime; Glen H. Waldman
Subject: Zach Fuentes, LLC - Purchase Order No. 75H71020P01137
Attachments: Zach Fuentes. Letter to Kenneth Truesdale enclosing draft of Complaint (00348302xBAD00).pdf

Importance: High

Good afternoon:

Please see attached correspondence of today's date from Benjamin Keime, Esq. for your consideration. Thank you.

Nancy Torres-Curiel, Assistant to
Glen H. Waldman, Esq. and
Benjamin L. Keime, Esq.
Waldman Barnett, PL
3250 Mary Street, Suite 102
Coconut Grove, FL 33133
305-371-8809
305-448-4155 - fax
ncuriel@waldmanbarnett.com

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.



Benjamin L. Keime, Esq.
bkeime@waldmanbarnett.com
Direct Dial: 786-871-2191

September 24, 2020

VIA EMAIL

Kenneth G. Truesdale
Acting Director, Divisions of Acquisition Policy
Indian Health Service
Rockville, Maryland 20857
Kenneth.Truesdale@ihs.gov

Re: Purchase Order No. 75H71020P01137

Dear Mr. Truesdale:

As you know, I represent Zach Fuentes LLC ("ZFL"). Both myself and my client have made numerous good faith attempts to resolve the dispute between ZFL and IHS. Our sincere overtures have been met with silence and stonewalling.

As you may recall, on July 7, 2020 I asked that you explain the basis for the alleged determination "that there is evidence of misrepresentation of fact or fraud." I also asked that you provide me with the name and contact information of the appropriate persons to contact in light of your purported referral of the matter to the Office of the Inspector General of the Department of Health and Human Services. I have received no response.

While it remains ZFL's wish to resolve this matter amicably and efficiently, my client is prepared to initiate litigation to recover the monies it is owed. In the event that IHS is willing to enter into good faith negotiations to resolve this matter, kindly let me know by Wednesday, September 30, 2020. If I do not receive a response by then, ZFL will pursue other avenues to resolve this matter, up to and including the commencement of litigation.

Sincerely,



Benjamin L. Keime, Esq.

Encl: Draft Complaint

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

ZACH FUENTES LLC,

Plaintiff,

Case No.

Judge

v.

THE UNITED STATES OF AMERICA,

Defendants

COMPLAINT

Plaintiff Zach Fuentes LLC hereby sues Defendant the United States of America for breach of contract, and allege as follows:

PARTIES, JURISDICTION & VENUE

1. This is an action for breach of contract with damages in excess of \$3,000,000.00.
2. Plaintiff Zach Fuentes LLC ("ZFL") is service-disabled veteran, minority owned small business organized under the laws of the State of Delaware.
3. Defendant is the United States of America (the "United States").
4. This Court has jurisdiction over this claim and venue is proper pursuant to 28 U.S.C § 1491(a)(1), as ZFL's claim is based upon an express contract with the United States.
5. All conditions precedent have been met, waived, or excused. ZFL requested a final decision from the contracting officer that issued the subject contract on June 22, 2020. More than 60 days have passed and the contracting officer has not issued a decision or provided a date by which a decision will be issued.

GENERAL ALLEGATIONS

The Indian Health Service solicits Zach Fuentes to sell it 1 million KN95 respirator masks

6. Around March and April 2020, significant media attention was given to the plight of Native Americans, especially members of the Navajo Nation, who were affected by the ongoing COVID-19 pandemic.

7. Upon information and belief, this increased media attention caused the Indian Health Service (“IHS”), an agency of the United States Department of Health and Human Services (“HHS”), to increase its efforts to obtain personal protective equipment (“PPE”) for members of the Navajo Nation in Arizona and New Mexico.

8. At that time, Zach Fuentes, a former Coast Guard officer, was working as an independent contractor for Gabriele Business Corporation (“GBC”).

9. On Wednesday April 8, 2020, Michelle James, a Contract Specialist for IHS’s Navajo Area, contacted Mr. Fuentes by email and asked him to provide pricing for PPE. In her email, Ms. James indicated that she had received Mr. Fuentes’s contact information from “a colleague at Gallup Indian Medical Center.”

10. Simply, it was IHS who sought out Mr. Fuentes to do business. Mr. Fuentes did not seek to do business with IHS, as he was unaware of IHS’s needs until he received Ms. James’s email.

11. Mr. Fuentes responded to Ms. James the same day by providing her with GBC’s pricing and inventory for PPE, including KN95 masks.

12. The KN95 is a Chinese-manufactured respirator mask that like its US counterpart—the N95 respirator mask—is designed to filter out and capture 95 percent of 0.3 micron particles

in the air. Due to a shortage of US manufactured N95 masks, many government and private sector entities sought to purchase KN95 respirator masks.

13. In addition to pricing and inventory information and among other things, IHS was provided with Chinese-language marketing materials from Mezorison Health Science & Technology (“Mezorison”), a Chinese KN95 manufacturer with whom GBC had a relationship.

14. Within hours, Ms. James indicated that IHS was “interested in purchasing” 1 million KN95 masks. Ms. James told Mr. Fuentes that GBC’s price per mask was significantly lower than the prices submitted by businesses that had been actively seeking to do business with IHS.

15. Given the large size of IHS’s order and the short time frame within which IHS wanted the masks to be delivered, Mr. Fuentes informed Ms. James that the manufacturer of the masks would likely vary and that the masks might be procured from multiple manufacturers because inventories were being constantly depleted due to high demand.

16. Accordingly, GBC issued a proforma invoice to IHS for 1 million KN95 masks without reference to any specific manufacturer.

17. GBC then sent IHS sample KN95 masks that were representative of the type, construction, and design of the KN95 masks that IHS could expect to receive. The sample masks, as IHS was aware, were not manufactured by Mezorison.

18. On April 13, 2020, DeeAndra Salabye, an IHS Contracting Officer acting on behalf of the United States, entered into a contract with GBC for the purchase of 1 million KN95 respirator masks (the “Masks”) in exchange for \$3,490,000.00.

19. The contract did include any language that required that the Masks be manufactured by a specific manufacturer because IHS understood that GBC could not guarantee that IHS would receive masks made by any specific manufacturer.

ZFL saves the day when GBC is unable to fulfill its contract

20. Although the contract was awarded to GBC, GBC was ultimately unable to fulfill its obligation.

21. At this point, IHS was faced with the prospect of purchasing the much needed Masks at significantly higher prices from other vendors or going without.

22. Rather than see members of the Navajo Nation go without the desperately needed Masks or spend its limited funds overpaying for the same, Mr. Fuentes graciously and generously agreed to provide masks to IHS through his own recently formed company, ZFL, at the same price offered by GBC.

23. IHS happily accepted ZFL's offer.

24. Ms. Salabye rescinded the contract issued to GBC and awarded the contract to ZFL (the "Contract"). A copy of the Contract is attached as Exhibit A. The Contract references KN95 masks generally and does not include any language requiring ZFL to deliver KN95 masks produced by a specific manufacturer.

25. After IHS awarded ZFL the Contract, ZFL obtained short-term financing to cover the costs of purchasing the Masks from the manufacturers.

**ZFL obtains the Masks for a lower than anticipated cost
and passes those savings onto IHS**

26. ZFL subsequently learned that it would be able to obtain the Masks at a lower than anticipated cost.

27. Rather than pocket the difference as almost any other company would have done, ZFL told IHS about the savings—worth \$250,000.00—and offered to pass it along to IHS even though it had no obligation to do so (and IHS was unaware that ZFL had negotiated better terms with the manufacturers).

28. ZFL passed the savings along to IHS in good faith and from an earnest desire to put the members of the Navajo Nation before profits.

29. IHS expressed great appreciation for ZFL's virtuous action and amended the Contract to reflect the lower cost (the "Amendment"). A copy of the Amendment is attached as Exhibit B.

IHS receives the Masks

30. IHS received the first shipment of Masks, comprised of 50,000 units, on April 30, 2020. By May 18, 2020, IHS had received all 1 million Masks, plus an additional 58,300 KN95 masks (the "Surplus").

31. On May 22, 2020, Ms. James confirmed in writing what she had already told ZFL—that IHS had accepted delivery of all 1 million Masks:

[Correspondence to Ms. James]

Hello Michelle,

Sorry that I missed your call. I did have a conversation with Zach about the order that was delivered to IHS and would like to confirm the same with you, so that we are all on the same page. **I understand from my conversation with Zach that IHS will be accepting the goods** that have been delivered in the past few weeks . . . please feel free to reach out to me if you have any concerns or questions.

[Ms. James' Reply]

Yes I got the confirmation this morning we are keeping the order. We are going to count the inventory again. If we still have an overage I will notify the both of you.

(emphasis added).

32. Additionally, IHS asked ZFL if it could purchase the Surplus rather than return it. ZFL offered the Surplus to IHS free of charge. However, IHS informed ZFL that it could not accept the Surplus without paying for it and agreed to purchase the Surplus from ZFL at the cost per unit set forth in the Contract.

33. This was another clear indication that IHS had accepted the Masks, as it would not have sought to purchase the Surplus if the original 1 million Masks were defective or unfit for their intended purpose.

IHS begins looking for an excuse to breach the Contract

34. Days after IHS accepted the Masks and asked to purchase the Surplus, it began looking for ways to get out of the Contract. Some background is needed to understand why.

35. As indicated above, ZFL is owned and operated by Zach Fuentes.

36. Mr. Fuentes, a former Coast Guard Officer was assigned to the Department of Homeland Security (“DHS”) during the Obama Administration. He continued at DHS following the election of President Trump and the appointment of General John Kelly as the Secretary of Homeland Security in January 2017.

37. Several months later, Gen. Kelly became the White House Chief of Staff. Having come to know Mr. Fuentes’s work ethic and integrity, Gen. Kelly asked that Mr. Fuentes to join him in serving at the White House as a Deputy Chief of Staff. Mr. Fuentes accepted and served as a White House Deputy Chief of Staff for approximately seven months—from June 2018 to January 2019.

38. In late May 2020, just as IHS accepted the Masks, reporters who monitor federal contracts saw that ZFL—a company that bore the same name as a former White House employee—had been awarded a contract by IHS.

39. Of course, Mr. Fuentes and ZFL did not seek to hide their business. Mr. Fuentes deliberately named ZFL as a reflection of his integrity. He has nothing to hide and is proud of how he conducts his business.

40. Once reporters began contacting IHS for about the Contract, the agency, which was already suffering from negative attention due to its failure to obtain sufficient PPE for the members of the Navajo Nation became desperate to avoid further scrutiny.

41. The initial news reports about the Contract, while containing some misinformation, stated that IHS sources confirmed that IHS had accepted the Masks and sought to purchase the Surplus.

42. The news reports were followed by a letter from several Democratic members of Congress to the Director of IHS asking about the Contract. The letter indicates that the members of congress had spoken to the Director of IHS about the contract on May 23, 2020, just one day after IHS informed ZFL that it had inspected and accepted the Masks.

43. From this point forward, IHS began suggesting that the Mask may not be in conformance with the terms of the Contract. In light of this sudden and unfounded allegation, ZFL asked IHS to identify which of the Masks, if any, were allegedly non-conforming and offered to replace any of the Masks that were defective in accordance with the terms of the Contract.

44. During this period, ZFL responded to every inquiry and request from IHS regarding the Masks.

45. IHS on the other hand continually refused to identify any alleged defect or issue with the Masks despite ZFL's repeated requests and offers to remedying any issue. To date, IHS has not identified a single alleged defect in any of the 1 million Masks.

IHS's pretextual excuse for breaching the Contract

46. On June 10, 2020, over two weeks after it accepted the Masks in writing, IHS finally settled on a pretextual excuse for breaching the Contract. In a letter from Ms. Salabye of the same date, IHS informed ZFL that it was now rejecting the Masks despite its prior acceptance.

47. The June 10th letter did not allege that the Masks were defective or unfit for their intended purpose in anyway. Instead, IHS wrote that it was rejecting the Masks because they were not manufactured by Mezorrison:

The Agency has now completed its preliminary inspection of the masks . . . and has concluded that the items tendered for acceptance do not conform to the terms of the Order. Instead of the Mezorrison masks . . . the shipments included mask . . . from manufacturers other than Mezorrison.

48. Of course, there was no requirement in either the contract awarded to GBC or the Contract awarded to ZFL that the Masks be produced by Mezorrison, an unknown manufacturer based in southeast China.

49. Neither is there a reasonable explanation as to why IHS would suddenly demand that the Masks be manufactured by Mezorrison. Mezorrison is not a name-brand and its masks do not possess any qualities or characteristics that would distinguish them from any of the Masks ZFL provided or any other KN95 mask.

50. If IHS truly had an issue with the manufacturer of the Masks, it seemingly would have raised that issue on April 30, 2020 when it received the first shipment instead of waiting over a month raise the issue for the first time.

51. More importantly, IHS was aware from the time that it was negotiating with GBC that would be no guarantee that the Masks would be manufactured by a specific manufacturer. For that reason, the GBC contract and the ZFL Contract were drafted without reference to any specific manufacturer.

52. ZFL's obligation under the Contract was to deliver respirator masks that met the KN95 standard. ZFL did exactly that.

53. To date, IHS has not alleged or provided any evidence that the Masks are defective or unfit for their intended purpose.

54. On June 22, 2020, ZFL asked Ms. Salabye, the Contracting Officer, for a final decision by way of a written letter which included documentary evidence that shows that ZFL fully performed its obligations under the Contract as alleged herein.

55. Instead of Ms. Salabye, Kenneth G. Truesdale IHS's Acting Director Division of Acquisition Policy responded to ZFL's request for final decisions on July 2, 2020. In his letter Mr. Truesdale indicated that he was now designated as the Contracting Officer for the Contract.

56. In that letter Mr. Truesdale alleged for the first time that IHS had "determined that there is evidence of misrepresentation of fact or fraud" that the matter had been referred to the HHS Office of Inspector General and that no final decision would be made.

57. Notably, Mr. Truesdale's letter was devoid specific factual allegations that would allow ZFL to understand why IHS had suddenly reached this conclusion over a month after it accepted the Masks in writing.

58. On July 7, 2020, ZFL requested in writing that IHS explain the basis for the unfounded assertion that there is evidence of misrepresentation of fact or fraud with respect to the Contract. either Mr. Truesdale, the DHS Office of Inspector General, nor any other representative of IHS responded or provided an explanation or evidence of the allegation.

59. Even though ZFL went above and beyond in fulfilling all of its obligations under the Contract, IHS refuses to fulfill its obligations to pay ZFL for the Masks.

60. ZFL has retained the undersigned attorneys to prosecute this lawsuit on his behalf and has agreed to pay said attorneys a reasonable fee for their services in connection with the prosecution of this lawsuit.

COUNT I: BREACH OF CONTRACT

61. ZFL re-alleges paragraphs 1-60 as if fully set forth herein.

62. ZFL entered into a valid and binding Contract with IHS, an agency of the United States.

63. ZFL performed all of its obligations under the Contract.

64. The United States, through IHS, breached the Contract by failing to pay ZFL for the Masks it received, inspected, and accepted.

65. As a result of the breach by the United States, ZFL has been damaged.

WHEREFORE, Plaintiff Zach Fuentes LLC respectfully requests that the Court enter a judgment in its favor and against Defendant the United States of America for its damages, interest, reasonable attorneys' fees, and all other relief that the Court deems just and proper.

Signed on this __th day of September, 2020

Respectfully Submitted,

WALDMAN BARNETT, P.L.
Attorneys for Plaintiffs
3250 Mary Street, Suite 102
Coconut Grove, Florida 33133
Telephone: (305) 371-8809
Facsimile: (305) 448-4155

By: /s/Glen H. Waldman
Glen H. Waldman, Esq.
gwaldman@waldmanbarnett.com
FOR SERVICE OF PLEADINGS:
litSERVICE@waldmanbarnett.com

Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Friday, October 9, 2020 1:51 PM
To: [REDACTED] (OIG/OI)
Cc: (b) (6) (HHS/OGC); (b) (6) (HHS/OGC); Almaraz, Santiago (IHS/HQ)
Subject: Zach Fuentes LLC (ZFL) Claim
Attachments: Ltr to Mr. Keime, Esq..pdf; Zach Fuentes. Letter to Kenneth Truesdale enclosing draft of Complaint (00348302xBAD00).pdf; Ltr to Mr. Keime, Esq., 9-30-2020.pdf

[REDACTED]

Thanks for taking my call this morning. Per your request, attached is the letter I sent to Mr. Keime, Zach Fuentes' Attorney, notifying him of my referral to the HHS/OIG. Also, attached are the following:

- Mr. Keime's September 24, 2020 letter and draft compliant (regarding the previously submitted claim on June 22, 2020).
- My September 30, 2020 response to Mr. Keime's September 24, 2020 letter.

Please consider the Draft Complaint attached to Mr. Keime's September 24, 2020 letter as a Supplemental Referral of the ZFL Claim.

Regards,
Ken

Kenneth G. Truesdale, MPA, CPCM
Colonel USAF (Ret)
Acting Director, Division of Acquisition Policy
Competition Advocate & IDIQ Ombudsman
Office of Management Services
Indian Health Service
240-994-0732



September 30, 2020

Via email to: bkeime@waldmanbarnett.com

Benjamin L. Keime, Esq.
Waldman Barnett Attorneys at Law
3250 Mary St., Ste. 102
Coconut Grove, FL 33133

Re: Contract Disputes Act Claim of Zach Fuentes LLC

Dear Mr. Keime:

This message responds to your letter dated September 24, 2020, regarding the certified claim of Zach Fuentes, LLC (ZFL), filed with the Indian Health Service (IHS) on June 22, 2020. In your letter, you make three points. First, you refer to “good faith attempts to resolve the dispute between ZFL and IHS.” Second, you refer to your July 7 letter requesting an explanation for the basis of my determination that “there is evidence of misrepresentation of fact or fraud” resulting in my referral to the Office of the Inspector General for the Department of Health and Human Services (HHS OIG). Third, you indicate that ZFL is prepared to initiate litigation and request that I inform you by September 30 whether IHS is willing to enter into negotiations with ZFC. Your letter of September 24 also includes an enclosure that is identified as a “Draft Complaint.”

Regarding the parties’ “good faith attempts to resolve the dispute,” I note that ZFL declined to accept IHS’ June 17 offer to enter into a no-cost settlement agreement terminating all obligations of ZFL. Instead, ZFL submitted a certified a claim five days later on June 22.

Regarding the basis of my determination that “there is evidence of misrepresentation of fact or fraud,” I stated the following in my July 2 letter:

“I determined that there is evidence of misrepresentation of fact or fraud on the part of the contractor relative to the formation of Purchase Order No. 75H71020P1137.”

While notification of the basis of referral is not required by the Contract Disputes Act, 41 U.S.C. § 7103(c), or the clause at Federal Acquisition Regulation (FAR) 33.209, Suspected fraudulent claims, I nonetheless informed ZFL of the basis of referral (fraud in the formation of Purchase Order No. 75H71020P1137) on July 2.¹

¹ Based on my review of the “Draft Complaint,” I have determined that a supplemental referral to the HHS OIG is warranted.

Regarding IHS' willingness to enter into negotiations with ZFL, I note that my July 2 letter states the following regarding the limitation on my authority to decide or resolve a claim involving misrepresentation of fact or fraud:

Because the contracting officer's authority to decide or resolve claims filed under the Contract Disputes Act does not extend to the "settlement, compromise, payment or adjustment of any claim involving fraud," FAR 33.210(b), no contracting officer's final decision will be issued in this matter while it is before the HHS OIG.

See also 41 U.S.C. § 7103(c)(1) (stating an agency head is not authorized to settle, compromise, pay, or otherwise adjust any claim involving fraud). Hence, neither I nor IHS has authority to enter into negotiations with ZFL so long as this matter is before the HHS OIG. Notwithstanding, consistent with 41 U.S.C. § 7103(h), I am willing to discuss an appropriate means of alternative dispute resolution when I have authority to do so.

Regarding the "Draft Complaint" attached to your letter of September 24, I understand that should ZFL file an appeal at Civilian Board of Contract Appeals or a complaint with the Court of Federal Claims on the basis of a deemed denial before there is an HHS OIG finding or decision on the referral of the claim for misrepresentation of fact or fraud, the issue of jurisdiction will likely be litigated. *See Case, Inc. v. United States*, 88 F.3d 1004, 1009 (Fed. Cir. 1996) ("[W]hen the contracting officer lacks authority to issue a final decision on a claim, there can be no valid deemed denial of the claim as to confer CDA jurisdiction under 41 U.S.C. § [7103(f)(5)].").

I trust that this addresses the points you raised in your September 24 letter. If you have any further questions, please address them to the agency counsel identified in the cover email.

Sincerely,

Signed by Kenneth G. Truesdale

Kenneth G. Truesdale
Acting Director, Division of Acquisition Policy
Indian Health Service



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Indian Health Service
Rockville MD 20857

July 2, 2020

Via email to: bkeime@waldmanbarnett.com

Benjamin L. Keime, Esq.
Waldman Barnett Attorneys at Law
3250 Mary St., Ste. 102
Coconut Grove, FL 33133

Re: Contract Disputes Act Claim of Zach Fuentes LLC

Dear Mr. Keime:

This is to acknowledge receipt of the Contract Disputes Act claim you filed on behalf of Zach Fuentes LLC on June 22, 2020. The Indian Health Service has designated me as the contracting officer responsible for adjudicating this claim.

Based on my review of the claim you filed and its exhibits, along with the contract file and other information received from staff of the Navajo Area Office of the Indian Health Service, I have determined that there is evidence of misrepresentation of fact or fraud on the part of the contractor relative to the formation of Purchase Order No. 75H71020P01137. In accordance with Federal Acquisition Regulation (FAR) 33.209, I have therefore referred this matter to the agency official responsible for investigating fraud. In this case, the designated agency official is the Department of Health and Human Services, Office of Inspector General.

Because the contracting officer's authority to decide or resolve claims filed under the Contract Disputes Act does not extend to the "settlement, compromise, payment or adjustment of any claim involving fraud," FAR 33.210(b), no contracting officer's final decision will be issued in this matter while it is before the HHS OIG.

Sincerely,

A handwritten signature in blue ink that reads "Kenneth G. Truesdale".

Kenneth G. Truesdale
Acting Director, Division of Acquisition Policy
Indian Health Service



Benjamin L. Keime, Esq.
bkeime@waldmanbarnett.com
Direct Dial: 786-871-2191

September 24, 2020

VIA EMAIL

Kenneth G. Truesdale
Acting Director, Divisions of Acquisition Policy
Indian Health Service
Rockville, Maryland 20857
Kenneth.Truesdale@ihs.gov

Re: Purchase Order No. 75H71020P01137

Dear Mr. Truesdale:

As you know, I represent Zach Fuentes LLC ("ZFL"). Both myself and my client have made numerous good faith attempts to resolve the dispute between ZFL and IHS. Our sincere overtures have been met with silence and stonewalling.

As you may recall, on July 7, 2020 I asked that you explain the basis for the alleged determination "that there is evidence of misrepresentation of fact or fraud." I also asked that you provide me with the name and contact information of the appropriate persons to contact in light of your purported referral of the matter to the Office of the Inspector General of the Department of Health and Human Services. I have received no response.

While it remains ZFL's wish to resolve this matter amicably and efficiently, my client is prepared to initiate litigation to recover the monies it is owed. In the event that IHS is willing to enter into good faith negotiations to resolve this matter, kindly let me know by Wednesday, September 30, 2020. If I do not receive a response by then, ZFL will pursue other avenues to resolve this matter, up to and including the commencement of litigation.

Sincerely,



Benjamin L. Keime, Esq.

Encl: Draft Complaint

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

ZACH FUENTES LLC,

Plaintiff,

Case No.

Judge

v.

THE UNITED STATES OF AMERICA,

Defendants

COMPLAINT

Plaintiff Zach Fuentes LLC hereby sues Defendant the United States of America for breach of contract, and allege as follows:

PARTIES, JURISDICTION & VENUE

1. This is an action for breach of contract with damages in excess of \$3,000,000.00.
2. Plaintiff Zach Fuentes LLC ("ZFL") is service-disabled veteran, minority owned small business organized under the laws of the State of Delaware.
3. Defendant is the United States of America (the "United States").
4. This Court has jurisdiction over this claim and venue is proper pursuant to 28 U.S.C § 1491(a)(1), as ZFL's claim is based upon an express contract with the United States.
5. All conditions precedent have been met, waived, or excused. ZFL requested a final decision from the contracting officer that issued the subject contract on June 22, 2020. More than 60 days have passed and the contracting officer has not issued a decision or provided a date by which a decision will be issued.

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7. Upon information and belief, this increased media attention caused the Indian Health Service (“IHS”), an agency of the United States Department of Health and Human Services (“HHS”), to increase its efforts to obtain personal protective equipment (“PPE”) for members of the Navajo Nation in Arizona and New Mexico.

8. At that time, Zach Fuentes, a former Coast Guard officer, was working as an independent contractor for Gabriele Business Corporation (“GBC”).

9. On Wednesday April 8, 2020, Michelle James, a Contract Specialist for IHS’s Navajo Area, contacted Mr. Fuentes by email and asked him to provide pricing for PPE. In her email, Ms. James indicated that she had received Mr. Fuentes’s contact information from “a colleague at Gallup Indian Medical Center.”

10. Simply, it was IHS who sought out Mr. Fuentes to do business. Mr. Fuentes did not seek to do business with IHS, as he was unaware of IHS’s needs until he received Ms. James’s email.

11. Mr. Fuentes responded to Ms. James the same day by providing her with GBC’s pricing and inventory for PPE, including KN95 masks.

12. The KN95 is a Chinese-manufactured respirator mask that like its US counterpart—the N95 respirator mask—is designed to filter out and capture 95 percent of 0.3 micron particles

in the air. Due to a shortage of US manufactured N95 masks, many government and private sector entities sought to purchase KN95 respirator masks.

13. In addition to pricing and inventory information and among other things, IHS was provided with Chinese-language marketing materials from Mezorison Health Science & Technology (“Mezorison”), a Chinese KN95 manufacturer with whom GBC had a relationship.

14. Within hours, Ms. James indicated that IHS was “interested in purchasing” 1 million KN95 masks. Ms. James told Mr. Fuentes that GBC’s price per mask was significantly lower than the prices submitted by businesses that had been actively seeking to do business with IHS.

15. Given the large size of IHS’s order and the short time frame within which IHS wanted the masks to be delivered, Mr. Fuentes informed Ms. James that the manufacturer of the masks would likely vary and that the masks might be procured from multiple manufacturers because inventories were being constantly depleted due to high demand.

16. Accordingly, GBC issued a proforma invoice to IHS for 1 million KN95 masks without reference to any specific manufacturer.

17. GBC then sent IHS sample KN95 masks that were representative of the type, construction, and design of the KN95 masks that IHS could expect to receive. The sample masks, as IHS was aware, were not manufactured by Mezorison.

18. On April 13, 2020, DeeAndra Salabye, an IHS Contracting Officer acting on behalf of the United States, entered into a contract with GBC for the purchase of 1 million KN95 respirator masks (the “Masks”) in exchange for \$3,490,000.00.

19. The contract did include any language that required that the Masks be manufactured by a specific manufacturer because IHS understood that GBC could not guarantee that IHS would receive masks made by any specific manufacturer.

ZFL saves the day when GBC is unable to fulfill its contract

20. Although the contract was awarded to GBC, GBC was ultimately unable to fulfill its obligation.

21. At this point, IHS was faced with the prospect of purchasing the much needed Masks at significantly higher prices from other vendors or going without.

22. Rather than see members of the Navajo Nation go without the desperately needed Masks or spend its limited funds overpaying for the same, Mr. Fuentes graciously and generously agreed to provide masks to IHS through his own recently formed company, ZFL, at the same price offered by GBC.

23. IHS happily accepted ZFL's offer.

24. Ms. Salabye rescinded the contract issued to GBC and awarded the contract to ZFL (the "Contract"). A copy of the Contract is attached as Exhibit A. The Contract references KN95 masks generally and does not include any language requiring ZFL to deliver KN95 masks produced by a specific manufacturer.

25. After IHS awarded ZFL the Contract, ZFL obtained short-term financing to cover the costs of purchasing the Masks from the manufacturers.

**ZFL obtains the Masks for a lower than anticipated cost
and passes those savings onto IHS**

26. ZFL subsequently learned that it would be able to obtain the Masks at a lower than anticipated cost.

27. Rather than pocket the difference as almost any other company would have done, ZFL told IHS about the savings—worth \$250,000.00—and offered to pass it along to IHS even though it had no obligation to do so (and IHS was unaware that ZFL had negotiated better terms with the manufacturers).

28. ZFL passed the savings along to IHS in good faith and from an earnest desire to put the members of the Navajo Nation before profits.

29. IHS expressed great appreciation for ZFL's virtuous action and amended the Contract to reflect the lower cost (the "Amendment"). A copy of the Amendment is attached as Exhibit B.

IHS receives the Masks

30. IHS received the first shipment of Masks, comprised of 50,000 units, on April 30, 2020. By May 18, 2020, IHS had received all 1 million Masks, plus an additional 58,300 KN95 masks (the "Surplus").

31. On May 22, 2020, Ms. James confirmed in writing what she had already told ZFL—that IHS had accepted delivery of all 1 million Masks:

[Correspondence to Ms. James]

Hello Michelle,

Sorry that I missed your call. I did have a conversation with Zach about the order that was delivered to IHS and would like to confirm the same with you, so that we are all on the same page. **I understand from my conversation with Zach that IHS will be accepting the goods** that have been delivered in the past few weeks . . . please feel free to reach out to me if you have any concerns or questions.

[Ms. James' Reply]

Yes I got the confirmation this morning we are keeping the order. We are going to count the inventory again. If we still have an overage I will notify the both of you.

(emphasis added).

32. Additionally, IHS asked ZFL if it could purchase the Surplus rather than return it. ZFL offered the Surplus to IHS free of charge. However, IHS informed ZFL that it could not accept the Surplus without paying for it and agreed to purchase the Surplus from ZFL at the cost per unit set forth in the Contract.

33. This was another clear indication that IHS had accepted the Masks, as it would not have sought to purchase the Surplus if the original 1 million Masks were defective or unfit for their intended purpose.

IHS begins looking for an excuse to breach the Contract

34. Days after IHS accepted the Masks and asked to purchase the Surplus, it began looking for ways to get out of the Contract. Some background is needed to understand why.

35. As indicated above, ZFL is owned and operated by Zach Fuentes.

36. Mr. Fuentes, a former Coast Guard Officer was assigned to the Department of Homeland Security (“DHS”) during the Obama Administration. He continued at DHS following the election of President Trump and the appointment of General John Kelly as the Secretary of Homeland Security in January 2017.

37. Several months later, Gen. Kelly became the White House Chief of Staff. Having come to know Mr. Fuentes’s work ethic and integrity, Gen. Kelly asked that Mr. Fuentes to join him in serving at the White House as a Deputy Chief of Staff. Mr. Fuentes accepted and served as a White House Deputy Chief of Staff for approximately seven months—from June 2018 to January 2019.

38. In late May 2020, just as IHS accepted the Masks, reporters who monitor federal contracts saw that ZFL—a company that bore the same name as a former White House employee—had been awarded a contract by IHS.

39. Of course, Mr. Fuentes and ZFL did not seek to hide their business. Mr. Fuentes deliberately named ZFL as a reflection of his integrity. He has nothing to hide and is proud of how he conducts his business.

40. Once reporters began contacting IHS for about the Contract, the agency, which was already suffering from negative attention due to its failure to obtain sufficient PPE for the members of the Navajo Nation became desperate to avoid further scrutiny.

41. The initial news reports about the Contract, while containing some misinformation, stated that IHS sources confirmed that IHS had accepted the Masks and sought to purchase the Surplus.

42. The news reports were followed by a letter from several Democratic members of Congress to the Director of IHS asking about the Contract. The letter indicates that the members of congress had spoken to the Director of IHS about the contract on May 23, 2020, just one day after IHS informed ZFL that it had inspected and accepted the Masks.

43. From this point forward, IHS began suggesting that the Mask may not be in conformance with the terms of the Contract. In light of this sudden and unfounded allegation, ZFL asked IHS to identify which of the Masks, if any, were allegedly non-conforming and offered to replace any of the Masks that were defective in accordance with the terms of the Contract.

44. During this period, ZFL responded to every inquiry and request from IHS regarding the Masks.

45. IHS on the other hand continually refused to identify any alleged defect or issue with the Masks despite ZFL's repeated requests and offers to remedying any issue. To date, IHS has not identified a single alleged defect in any of the 1 million Masks.

IHS's pretextual excuse for breaching the Contract

46. On June 10, 2020, over two weeks after it accepted the Masks in writing, IHS finally settled on a pretextual excuse for breaching the Contract. In a letter from Ms. Salabye of the same date, IHS informed ZFL that it was now rejecting the Masks despite its prior acceptance.

47. The June 10th letter did not allege that the Masks were defective or unfit for their intended purpose in anyway. Instead, IHS wrote that it was rejecting the Masks because they were not manufactured by Mezorrison:

The Agency has now completed its preliminary inspection of the masks . . . and has concluded that the items tendered for acceptance do not conform to the terms of the Order. Instead of the Mezorrison masks . . . the shipments included mask . . . from manufacturers other than Mezorrison.

48. Of course, there was no requirement in either the contract awarded to GBC or the Contract awarded to ZFL that the Masks be produced by Mezorrison, an unknown manufacturer based in southeast China.

49. Neither is there a reasonable explanation as to why IHS would suddenly demand that the Masks be manufactured by Mezorrison. Mezorrison is not a name-brand and its masks do not possess any qualities or characteristics that would distinguish them from any of the Masks ZFL provided or any other KN95 mask.

50. If IHS truly had an issue with the manufacturer of the Masks, it seemingly would have raised that issue on April 30, 2020 when it received the first shipment instead of waiting over a month raise the issue for the first time.

51. More importantly, IHS was aware from the time that it was negotiating with GBC that would be no guarantee that the Masks would be manufactured by a specific manufacturer. For that reason, the GBC contract and the ZFL Contract were drafted without reference to any specific manufacturer.

52. ZFL's obligation under the Contract was to deliver respirator masks that met the KN95 standard. ZFL did exactly that.

53. To date, IHS has not alleged or provided any evidence that the Masks are defective or unfit for their intended purpose.

54. On June 22, 2020, ZFL asked Ms. Salabye, the Contracting Officer, for a final decision by way of a written letter which included documentary evidence that shows that ZFL fully performed its obligations under the Contract as alleged herein.

55. Instead of Ms. Salabye, Kenneth G. Truesdale IHS's Acting Director Division of Acquisition Policy responded to ZFL's request for final decisions on July 2, 2020. In his letter Mr. Truesdale indicated that he was now designated as the Contracting Officer for the Contract.

56. In that letter Mr. Truesdale alleged for the first time that IHS had "determined that there is evidence of misrepresentation of fact or fraud" that the matter had been referred to the HHS Office of Inspector General and that no final decision would be made.

57. Notably, Mr. Truesdale's letter was devoid of specific factual allegations that would allow ZFL to understand why IHS had suddenly reached this conclusion over a month after it accepted the Masks in writing.

58. On July 7, 2020, ZFL requested in writing that IHS explain the basis for the unfounded assertion that there is evidence of misrepresentation of fact or fraud with respect to the Contract. Neither Mr. Truesdale, the DHS Office of Inspector General, nor any other representative of IHS responded or provided an explanation or evidence of the allegation.

59. Even though ZFL went above and beyond in fulfilling all of its obligations under the Contract, IHS refuses to fulfill its obligations to pay ZFL for the Masks.

60. ZFL has retained the undersigned attorneys to prosecute this lawsuit on his behalf and has agreed to pay said attorneys a reasonable fee for their services in connection with the prosecution of this lawsuit.

COUNT I: BREACH OF CONTRACT

61. ZFL re-alleges paragraphs 1-60 as if fully set forth herein.

62. ZFL entered into a valid and binding Contract with IHS, an agency of the United States.

63. ZFL performed all of its obligations under the Contract.

64. The United States, through IHS, breached the Contract by failing to pay ZFL for the Masks it received, inspected, and accepted.

65. As a result of the breach by the United States, ZFL has been damaged.

WHEREFORE, Plaintiff Zach Fuentes LLC respectfully requests that the Court enter a judgment in its favor and against Defendant the United States of America for its damages, interest, reasonable attorneys' fees, and all other relief that the Court deems just and proper.

Signed on this __th day of September, 2020

Respectfully Submitted,

WALDMAN BARNETT, P.L.
Attorneys for Plaintiffs
3250 Mary Street, Suite 102
Coconut Grove, Florida 33133
Telephone: (305) 371-8809
Facsimile: (305) 448-4155

By: /s/Glen H. Waldman
Glen H. Waldman, Esq.
gwaldman@waldmanbarnett.com
FOR SERVICE OF PLEADINGS:
litSERVICE@waldmanbarnett.com

Souther, James (IHS/HQ)

From: Truesdale, Kenneth G (IHS/HQ)
Sent: Friday, October 9, 2020 2:03 PM
To: Salabye, DeeAndra (IHS/NAV)
Subject: Zach Fuentes Matter

Hi DeeAndra, can you send me a copy of the GBC Order (the one that was the same PO number as the Zach Fuentes order)? Thanks. Ken

Souther, James (IHS/HQ)

From: Sia N Ashok (b) (6)
Sent: Wednesday, May 20, 2020 11:37 AM
To: James, Michelle (IHS/NAV); Zach Fuentes
Subject: 130K - KN95s delivered on 05/18
Attachments: 130K_KN95_Pic01.PNG; 130K_KN95_Pic02.PNG

Hello Michelle,

I have attached the pictures from the 130k KN95s that were delivered on Monday, we have all the certifications in place (FDA and CE) and the packaging also confirms that these are KN95 FFP2 Protective masks (FFP basically stands for the standard - Filtering Face Piece, level 2). I can replace them if needed, but wanted to check with you to be sure that we are on the same page.

--

Thank you.

Sia N Ashok
Ph: [REDACTED]

JJO

PROTECTIVE RESPIRATOR

This product is a non-medical device

FFP2

KN95

10



JJO[®]

Protective respirator

FFP2

Particulate Filtration Efficiency
respirator is not less than 95%



KN95

EN 149:2001+A1:2009

GB 2626-2006 KN95

CE

Souther, James (IHS/HQ)

From: Sia N Ashok <s(b) (6)>
Sent: Monday, May 18, 2020 4:35 PM
To: James, Michelle (IHS/NAV); Zach Fuentes
Subject: Deliveries to IHS - KN95 Protective Masks
Attachments: BOL_25K Delivery.jpg; BOL_50K Delivery.jpg; BOL_130KDelivery.jpg

Hello Michelle,

Hope you had a good weekend. I wanted to provide you a quick update on the deliveries and also follow up on what has been delivered so far.

Delivered so far, could you please confirm if you have received the following shipments (I have attached a copy of the signed BOL by the receiving agent at Gallup Receiving Center).

50K KN95 Masks - Delivered on 05/05/2020 25K KN95 Masks - Delivered on 05/16/2020 - Signed By Jerrod Bekis 130k KN95 Masks - Delivered on 05/18/2020

Upcoming Deliveries:

695K KN95 Masks - To be delivered on 05/19 100K KN95 Masks - To be delivered on 05/20

We are anticipating that the total order of 1 Million KN95 Masks will be delivered by EOD 05/20/2020

--

Thank you.

Sia N Ashok

Ph: (b) (6)

to me, Lei, Sherman ▾

Dear Sia,

Shipment has been delivered. Thanks

Delivered as follows:(Times are in CEN)

Deliver-A

GALLUP REGIONAL SUPPLY

2400 FUHS AVE BLDG 10

GALLUP, NM 87301

IN: 05/16/2020 04:09 _____

OUT: 05/16/2020 10:19 _____

BOL: S00430017

POD: JERROD BEKIS

...

[Message clipped] [View entire message](#)

Noted.

Well received.

Thanks.



Reply



Reply all



Forward



SHIP FROM

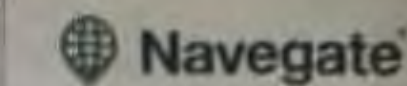
Name: Shaw Street Logistics
 Address: 1400 10TH ST
 City/State/Zip: Berkeley, CA 94704
 COA: FCB
 Expected Ship Date: 04/25/2025
 Estimated Hours: 08:00-18:00
 Pickup/Delivery Location: 1047102000000
 Load: LWB4885
 Appointment Time:

SHIP TO

Name: Coker Tyngsboro Supply Center
 Address: 2400 FURNACE RD SW
 City/State/Zip: Duluth, GA 30091
 COA: FCB
 Expected Delivery Date: 05/01/2025
 Estimated Hours: 08:00-18:00
 Pickup/Delivery Location: 1047102000000
 Load: LWB4885
 Appointment Time:

THIRD PARTY FREIGHT CHARGES BILL TO

Name: Navegate Logistics - MC NO 5040
 Address: 4000 BAYVIEW DR
 City/State/Zip: Marietta, GA 30066
 SPECIAL INSTRUCTIONS:



Bill of Lading Number: LWB4885

CARRIER NAME CAROLINA TRANSPORTATION INC

Trailer Number:
 Date:
 Appointment:

SCAC
PRO Number

Freight Charge Terms (freight charges are prepaid unless marked otherwise):
 Prepaid Collect Third Party X

Shower Bill of Lading with attached underlying Bill of Lading

2400 FURNACE RD SW
 DULUTH, GA 30091
 MC NO 5040
 CARRIER F7245 046
 04/25/2025

CUSTOMER ORDER INFORMATION

CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLETS	ADDITIONAL SHIPPER INFO
SECTION		1,500 lbs	1	
GRAND TOTAL		1,500 lbs		

CARRIER INFORMATION

HANDLING UNIT	PACKAGE	QTY	TYPE	WEIGHT	HM (S)	COMMODITY DESCRIPTION	NMFC #	NMFC CLASS
				1,500 lbs		FRY		
				1,500 lbs		GRAND TOTAL		

(b) (4) (b) (4)

SHIPPER SIGNATURE / DATE

Signature: [Signature]
 Date: 04/25/2025

CARRIER SIGNATURE / PICKUP DATE

Signature: [Signature]
 Date: 04/25/2025

Date: 05-14-2020

NONNEGOTIABLE - SHORT FORM - BILL OF LADING - MASTER

Page 1

SHIP FROM

Name UTL INTERNATIONAL
Address 15111 S FIGUEROA ST
City/State/Zip GARDENA, CA 90248
SID# FOB:

SHIP TO

Name CALIFORNIA REGIONAL SUPPLY & SERVICE CENTER
Address 5200 W 110th St
City/State/Zip Overland Park KS 66211
CID# FOB:

THIRD PARTY FREIGHT CHARGES BILL TO:

Name HENRY Logistics
Address 5200 W 110th St
City/State/Zip Overland Park KS 66211
SPECIAL INSTRUCTIONS:

Bill of Lading Number: 0261231396



3Gtms Load Number: HENRY00104205

CARRIER NAME: Fast Exact

Trail r NMF #

Seal Number(s)

SCAC: FEXM

Pro Number: rc



Freight Charge Terms: Freight charges repaid unless marked)

Prepaid Collect 3rd Party

(check box)

Master Bill of Lading with attached
underlying Bills of Lading

CUSTOMER ORDER INFORMATION

CUSTOMER ORDER NUMBER

PKGS

WEIGHT

PALLET SLIP

YES or NO

ADDITIONAL SHIPPER INFO

DEGX69899862

GRAND TOTAL

(b) (4)

CARRIER INFORMATION

HANDLING UNIT		PACKAGE		WEIGHT	H.M. (x)	L	W	H	COMMODITY DESCRIPTION	LTL ONLY	
QTY	TYPE	QTY	TYPE						Commodity description, special or additional care or attention in handling or stowage must be marked and packaged to ensure safe transportation with ordinary care. See Section 21a of H.M.C. Item 300.	NMF C#	CLASS
(b) (4)						40	48	70	DISPOSABLE SURGICAL MASK		

Where the rate is dependent on value, shippers are required to state specifically in writing the value of the property as follows:
agreed or declared value

COD Amount: \$

The agreed or declared value of the property is specifically stated by the shipper to be not exceeding

Fee Terms: Collect Prepaid

Customer check acceptable:

Liability limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. §14706 (c)(1)(A) and (B).

RECEIVED, subject to individually determined rates or contracts, which have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and conditions established by the carrier and available to the shipper, on request and applicable to the applicable state and federal regulations.

I, this shipment, to be delivered to the consignee without recourse on the part of the carrier, the consignee will sign the following statement:
The carrier may decline to make delivery of this item without payment of freight and all other lawful charges.

Signature of consignor

SHIPPER SIGNATURE / DATE

to certify that the above named materials are properly packed, labeled, marked and are in proper condition for transport in accordance with applicable DOT regulations.

CONSIGNEE SIGNATURE

PRINT NAME

DATE

CHECK #

CARRIER SIGNATURE / PICKUP DATE

Carrier acknowledges receipt packages and transport placards.

Carrier certifies emergency response information was made available and/or carries the DOT emergency response guidebook or equivalent documentation on the vehicle. Property described above is received in good order except as noted.

5-14-20

Edison Harlan 5/18/20
Edison Harlan

Souther, James (IHS/HQ)

From: Zach Fuentes (b) (6)
Sent: Wednesday, May 20, 2020 4:48 PM
To: James, Michelle (IHS/NAV)
Cc: 'Sia N Ashok'
Subject: FDA Registrations
Attachments: 130K-KN95-FDA.pdf; 695K-KN95-FDA.pdf

Hi Michelle,

Attached, please find the FDA registrations, with links for verification.

Thanks,
Zach

U.S. Department of Health & Human Services

FDA U.S. FOOD & DRUG ADMINISTRATION

Home Food Drugs Medical Devices Radiation-Emitting Products Vaccines, Blood & Biologics Animal & Veterinary Cosmetics Tobacco Products

Establishment Registration & Device Listing

1 result found for Owner Operator Number : 10064686 [New Search](#)

Establishment Name	Registration Number	Current Registration Yr
RICH RESOURCE GLOBAL SUPPLY CHAIN (GUANGZHOU) CO., LTD CHINA	3018690400	2020
Accessory, Surgical Apparel - Disposable Face Mask: HY-1, KN95 Protective Face Mask: HY-95		Foreign Exporter, Manufacturer

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U.S. Food and Drug Administration
 10903 New Hampshire Avenue
 Silver Spring, MD 20910

Combination Products
 Advisory Committees

U.S. Department of Health & Human Services

U.S. Department of Health & Human Services

FDA U.S. FOOD & DRUG ADMINISTRATION

Home Food Drugs Medical Devices Radiation-Emitting Products Vaccines, Blood & Biologics Animal & Veterinary Cosmetics Tobacco Products

Establishment Registration & Device Listing

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Proprietary Name: Disposable Face Mask: HY-1, KN95 Protective Face Mask: HY-95
Classification Name: ACCESSORY, SURGICAL APPAREL
Product Code: LYU
Device Class: 1
Regulation Number: 878.4040
Medical Specialty: General & Plastic Surgery
Registered Establishment Name: **RICH RESOURCE GLOBAL SUPPLY CHAIN (GUANGZHOU) CO., LTD**
Registered Establishment Number: 3018690400
Owner/Operator: **Rich Resource Global Supply Chain (Guangzhou) CO., LTD**
Owner/Operator Number: 10064686
Establishment Operations: Foreign Exporter, Manufacturer

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U.S. Food and Drug Administration

Combination Products

U.S. Department of Health & Human Services

<https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfRL/rl.cfm?lid=656600&lpcd=LYU>

Souther, James (IHS/HQ)

From: Zach Fuentes <(b) (6)>
Sent: Tuesday, May 26, 2020 2:07 PM
To: James, Michelle (IHS/NAV)
Cc: 'Sia N Ashok'
Subject: Follow-up

Hi Michelle,

I'm sorry you, and the folks at IHS, have been brought into the media spotlight.

As I said when we discounted the IHS purchase order by \$250,000.00, our priority is, and will always be, to make sure the men and women that need access to PPE have it...and we will do it ethically and with customer satisfaction in mind.

To this end, we remain committed to customer satisfaction, and per our conversations last week, although IHS has accepted the order, we are still happy to exchange any of the masks. I know there was a question regarding "FFP2" on some of the packaging along with "KN95."

The FFP2 standard in Europe is EN 149-2001.
The KN95 standard in China is GB2626-2006.

As ordered, and like the samples we sent, all of the masks delivered to IHS are FDA registered KN95's, however, some have FFP2 markings as well. I want to reiterate our desire to make sure IHS is completely satisfied with the order and our commitment to the men and women of IHS.

Stay Safe,
Zach

Souther, James (IHS/HQ)

From: Sia N Ashok (b) (6)
Sent: Wednesday, May 20, 2020 11:26 AM
To: James, Michelle (IHS/NAV)
Subject: KN95 - 695,000 Delivered
Attachments: KN95_Pic1.PNG; KN95_Pic2.PNG; HY-1&HY-95 FDA Certificate_KN95.pdf

Hello Michelle,

Thank you very much for reaching out to us this morning and I apologize for the mix up. I was in LA yesterday to personally inspect the product before they were shipped out. I have attached the pictures of the product for your reference and the FDA certificate. Please feel free to reach out to me if you have any questions or concerns at all, please let me know if you are good with the 695k that has just been delivered. I will replace the 130k immediately (with the same product as the 695k).

Thank you again for being patient with us, its been an exhausting time for all of us especially with the international imports.

--

Thank you.

Sia N Ashok

Ph: [REDACTED]

62

KN95
Folding Face Mask

KN95

HAO YUAN



KN95

KN95

Protective Mask

Professional/Bacteria Filter/Washable/Durable

FFP2

PFE

95%



10
pcs



Fiscal Year 2020

CERTIFICATION OF FDA REGISTRATION

This certifies that:

Rich Resource Global Supply Chain (Guangzhou) CO.,LTD

NO 123 Chenggang Road Aigang Village Renhe Town Baiyun District

Guangzhou City ,Guangdong,510080, CHINA

has completed the FDA Establishment Registration and Device Listing with the US Food & Drug Administration, through

Shenzhen HTT Technology Co., Ltd.

**Owner/Operator
Number:**

10064686



Device Listing#:

Listing No	Code	Device Name	Proprietary Name
D379680	LYN	ACCESSORY, SURGICAL APPAREL	Disposable Face Mask: HY-1 KN95 Protective Face Mask: HY-95

HTT will confirm that such registration remains effective upon request and presentation of this certificate until the end of the calendar year stated above, unless said registration is terminated after issuance of this certificate. HTT makes no other representations or warranties, nor does this certificate make any representations or warranties to any person or entity other than the named certificate holder, for whose sole benefit it is issued. This certificate does not denote endorsement or approval of the certificate holder's device or establishment by the U.S. Food and Drug Administration. HTT assumes no liability to any person or entity in connection with the foregoing.

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Shenzhen HTT Technology Co., Ltd.

W: www.httprc.com E: info@httprc.com

T: 400-6655-351 T: 86-755-23595200

Web: <http://www.fda.gov>

Tel: 1-888-INFO-FDA (1-888-463-6332)

e-mail: webmail@oc.fda.gov

Chief engineer

Issued: 03/26/2020

Expiration Date: 12/31/2020



Kevin Yang

Souther, James (IHS/HQ)

From: Sia N Ashok (b) (6)
Sent: Friday, May 22, 2020 8:12 PM
To: James, Michelle (IHS/NAV)
Cc: Zach Fuentes
Subject: Re: IHS Order

Thank you Michelle, please feel free to reach out if you have any questions at all. We will be very glad to help you with anything that is necessary.

Thank you.

Sia N Ashok
Ph: (b) (6)

On 2020-05-22 14:09, James, Michelle (IHS/NAV) wrote:

> Let us complete the inventory count.

>

> Already informed Zach I should have an update on Tuesday or Wednesday.

>

> -----Original Message-----

> From: Sia N Ashok [mailto:(b) (6)]

> Sent: Friday, May 22, 2020 11:08 AM

> To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>

> Cc: Zach Fuentes <(b) (6)>

> Subject: Re: IHS Order

>

> Thanks for response Michelle, there could be an overage in some cases

> as we had to fill the boxes in order for them to be shipped but I will

> check on my end as well. Do you want us to go ahead and submit the

> invoice to IHS now?

>

> ---

> Thank you.

>

> Sia N Ashok

> Ph: (b) (6)

>

> On 2020-05-22 12:57, James, Michelle (IHS/NAV) wrote:

>> Yes I got the confirmation this morning we are keeping the order. We

>> are going to count the inventory again. If we still have an overage I

>> will notify the both of you.

>>

>>

>> -----Original Message-----

>> From: Sia N Ashok [mailto:(b) (6)]

>> Sent: Friday, May 22, 2020 10:53 AM
>> To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>; Zach Fuentes
>> (b) (6)
>> Subject: IHS Order
>>
>> Hello Michelle,
>>
>> Sorry that I missed your call. I did have a conversation with Zach
>> about the order that was delivered to IHS and would like to confirm
>> the same with you, so that we are all on the same page. I understand
>> from my conversation with Zach that IHS will be accepting the goods
>> that have been delivered in the past few weeks, I would be more than
>> happy to replace any part of the shipment if needed. Kindly confirm
>> that my understanding is correct, please feel free to reach out to me
>> if you have any concerns or questions.
>>
>>
>>
>> --
>> Thank you.
>>
>> Sia N Ashok
>> Ph: (b) (6)

Souther, James (IHS/HQ)

From: Zach Fuentes (b) (6)
Sent: Tuesday, May 26, 2020 2:31 PM
To: James, Michelle (IHS/NAV)
Cc: [REDACTED]
Subject: RE: FDA certification
Attachments: Inuan.pdf

Hi Michelle,

Attached, please find FDA registration.

Thanks,
Zach

-----Original Message-----

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Tuesday, May 26, 2020 1:55 PM
To: Zach Fuentes (b) (6); s (b) (6)
Subject: FDA certification

Can you please provide the FDA certification for the attached mask? I need this information as soon as possible. Thank you.

U.S. Department of Health & Human Services

FDA U.S. FOOD & DRUG ADMINISTRATION

Home Food Drugs Medical Devices Radiation-Emitting Products Vaccines, Blood & Biologics Animal & Veterinary Cosmetics Tobacco Products

Establishment Registration & Device Listing

FDAHome Medical Devices Databases

Back To Search Results

Proprietary Name:	KN95
Classification Name:	RESPIRATOR, SURGICAL
Product Code:	MSH
Device Class:	2
Regulation Number:	678.4040
Medical Specialty:	General & Plastic Surgery
Registered Establishment Name:	QINGDAO QPIS COMMODITY CO., LTD
Registered Establishment Number:	3016665736
Owner/Operator:	Qingdao QPIS Commodity Co., Ltd
Owner/Operator Number:	10063388
Establishment Operations:	Manufacturer

Page Last Updated: 05/25/2020
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U.S. Food and Drug Administration
10903 New Hampshire Avenue
Silver Spring, MD 20993
On 1-888-INFO-FDA (1-888-463-6362)

Combination Products
Advisory Committees
Science & Research

U.S. Department of Health & Human Services

<https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfRL/rl.cfm?lid=678524&lpcd=MSH>

Souther, James (IHS/HQ)

From: Zach Fuentes (b) (6)
Sent: Wednesday, May 27, 2020 5:14 PM
To: James, Michelle (IHS/NAV)
Cc: 'Sia N Ashok'
Subject: RE: IHS Order
Attachments: KN95 FDA Appendix A Chengde.pdf

Hi Michelle,

Attached, please find the information regarding the KN95's we spoke about.

Thanks,
Zach

-----Original Message-----

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Friday, May 22, 2020 2:10 PM
To: Sia N Ashok (b) (6)
Subject: RE: IHS Order

Let us complete the inventory count.

Already informed Zach I should have an update on Tuesday or Wednesday.

-----Original Message-----

From: Sia N Ashok [mailto:(b) (6)]
Sent: Friday, May 22, 2020 11:08 AM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: Zach Fuentes <(b) (6)>
Subject: Re: IHS Order

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Thank you.

Sia N Ashok

Ph: (b) (6)

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> Sent: Friday, May 22, 2020 10:53 AM
> To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>; Zach Fuentes
> (b) (6)
> Subject: IHS Order
>
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> about the order that was delivered to IHS and would like to confirm
> the same with you, so that we are all on the same page. I understand
> from my conversation with Zach that IHS will be accepting the goods
> that have been delivered in the past few weeks, I would be more than
> happy to replace any part of the shipment if needed. Kindly confirm
> that my understanding is correct, please feel free to reach out to me
> if you have any concerns or questions.
>
>
>
> --
> Thank you.
>
> Sia N Ashok
> Ph: (b) (6)



The 3rd Party Certificate of FDA Medical Device Registration & Listing

Notice: This document is provided by FDA. We XMTEST make it to make easier for customer to present information.
The following registered establishment & device information are accepted from FDA database.

Establishment

CHENGDE TECHNOLOGY CO., LTD

No.888-1088 Shiji Ave.,

Longgang Zhejiang, CN 325802

Registration Number: Awaiting Assignment | FEI Number: Awaiting Assignment

Status: Active | Date of Registration Status: 2020

{ More details [*a](#) }

Owner/Operator

Chengde Technology Co., Ltd

No.888-1088 Shiji Ave.,

Longgang Zhejiang, CN 325802

Owner/Operator Number: 10063896

{ More details [*b](#) }

Official Correspondent

Jingping Fang

Phone: 086-180-05887679

US Agent

Peter Rijpalji | CraftStore24

6 Palermo Street, Methuen, MA US 01844

Phone: (+1) 781 2541078 | E-mail: sales.du@xmtest.org

Devices Listing Information

#01	Listing Number:	D37****	{ More details *01 }
	Proprietary Name:	KN95 Protective Mask	
#02	Listing Number:	N/A	{ More details *02 }
	Proprietary Name:	N/A	
#03	Listing Number:	N/A	{ More details *03 }
	Proprietary Name:	N/A	
#04	Listing Number:	N/A	{ More details *04 }
	Proprietary Name:	N/A	
#05	Listing Number:	N/A	{ More details *04 }
	Proprietary Name:	N/A	

Caution: Please careful protect your device Listing Number.

* Remark: More devices continued on next page (if applicable).

— Above lists one (1) devices of this establishment has been listed with U.S. FDA —



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Reg Agent

FDA listing/CDC Test Results

Databases

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Proprietary Name:	KN95 Protective Mask
Classification Name:	RESPIRATOR, SURGICAL
Product Code:	MSH
Device Class:	2
Regulation Number:	878.4040
Medical Specialty:	General & Plastic Surgery
Registered Establishment Name:	CHENGDE TECHNOLOGY CO., LTD
Owner/Operator:	Chengde Technology Co., Ltd
Owner/Operator Number:	10063896
Establishment Operations:	Manufacturer

<https://www.cdc.gov/niosh/npptl/respirators/testing/results/MTT-2020-160.1 International Chengde KN95Folding TestReport Redacted-508.pdf>



CERTIFICATE OF CONFORMITY

Certificate No.: VIC200319-CZC-4222

The Certification Body of

VIC TESTING AND CERTIFICATION LTD

Certifies that

Applicant: CHENGDE TECHNOLOGY CO., LTD
Add: NO.888-1088 Shiji Ave., Longgang City, Zhejiang Province, China

Manufacturer: CHENGDE TECHNOLOGY CO., LTD
Add: NO.888-1088 Shiji Ave., Longgang City, Zhejiang Province, China

Product: KN95 Protective Mask
Model No.: KN95 Protective Mask, KN95
Report No.: VIC20200319-ZCD82-CE-S

Complies with the requirements of the Regulation (EU)2016/425 Personal Protective Equipment (PPE). The submitted products have been tested by us and found in compliance with the following European Standards:
EN 149:2001+A1:2009.

This certificate of conformity is based on an evaluation of a sample of the above mentioned products. It does not imply an assessment of the whole production. The CE marking as shown below can be affixed on the product after preparation of necessary technical documentation.

Signature: Steven White
Steven White

Date of issue: March 18, 2020

Expiry Date: March 18, 2025



VIC

VIC TESTING AND CERTIFICATION LTD

Add: CHASE BUSINESS CENTRE (CHD) 39-41 CHASE SIDE LONDON, W14 5BP, U.K

Email: info@victesting.com

Website: www.victesting.com



检测报告

编号

日期

第 1 页 共 2 页

Test Report

No. SL520252441665TX

Date: 2020-4-9

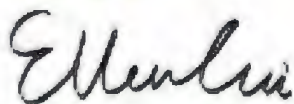
Page 1 of 2

THIS REPORT IS THE ENGLISH VERSION OF THE TEST REPORT NO. SL520052304890TX DATE: APR.01.2020

The following sample(s) was/were submitted and identified on behalf of the client as:

Client Information	Consignor:	诚德科技股份有限公司		
	Consignor address:	No.888-1068, Century Avenue, Longgang City, Wenzhou City, Zhejiang Province		
Sample Information	Sample Name:	KN95 Folding Protective Masks		
	manufacturer:	诚德科技股份有限公司		
	Production Date:	2020.03.09		
	SGS No.:	ASH20-008846.001		
	Quotation number / long-term contract number:	SHAFL202000211885		
	Sample Quantity:	One Package		
Test Information	Test Type	Submitted (sample sent by client)		
	Sample Receiving Date:	2020-03-16	Test Period:	2020-03-16~2020-04-01
	Document Accordance:	See test result page		
	Judgment Accordance:	Clients' requirement: GB 2626-2006 Respiratory protective equipment- Non-powered air-purifying particle respirator		
Test Conclusion	The report only give the test result and individual Judgment, detail please see follow page.			

Signed for and on behalf of
SGS-CSTC Standards Technical Services (Shanghai) Co., Ltd
Approved by:



Ellen Cui (Authorized Signatory)

This test report refer only to the samples tested



SGS-CSTC Standards Technical Services (Shanghai) Co., Ltd. is a member of the SGS Group. It is a leading provider of inspection, testing, and certification services. The company is authorized to perform testing and certification services in accordance with the requirements of the Chinese government and international standards. The company's services are widely recognized and accepted by clients worldwide. For more information, please visit the company's website at <http://www.sgs.com.cn>.

SGS-CSTC Standards Technical Services (Shanghai) Co., Ltd. is a member of the SGS Group. It is a leading provider of inspection, testing, and certification services. The company is authorized to perform testing and certification services in accordance with the requirements of the Chinese government and international standards. The company's services are widely recognized and accepted by clients worldwide. For more information, please visit the company's website at <http://www.sgs.com.cn>.

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Testing Results & Judgment

No.	Test Item & Test Method	Unit	Requirement	Test Results		Individual Judgment
1.	Filtration Efficiency* (GB 2626-2006 6.3)	%	≥95.0	Original	97.9	Pass
					98.0	
					97.5	
					97.2	
					97.9	
					98.1	
					97.6	
					97.3	
					97.8	
					98.2	
				After pretreatment	97.7	
					98.1	
					97.8	
					97.7	
					98.0	
2.	Inhalation resistance* (GB 2626-2006 6.5)	Pa	≤350	Original	109.8	Pass
				After pretreatment	106.8	
					105.4	
					110.2	
3.	Exhalation resistance* (GB 2626-2006 6.6)	Pa	≤250	Original	98.7	Pass
					92.3	
				After pretreatment	90.5	
					95.4	
4.	Determination Of Odour (GB 18401-2010, 6.7)	-	-	Odourless		-

Remarks: - The test is not approved in SGS SH by China Inspection Body and Laboratory Mandatory Approval. It was carried out by Jiangsu Guojian Testing Technology Co., Ltd and it's qualification authentication license Numbers is 161019130764.

The statement of conformity in this test report is only based on measured values by the laboratory and does not take their uncertainties into consideration.

The test report shall only be used for client scientific research, teaching, internal quality control, product research and development, etc., and just for client internal reference.



End of report

[illegible]

Members of the IJG have received 2002 IJG

Appendix A: Authorized Respirators

Updated: May 26, 2020

The Authorized Respirators

Authorized respirators should be used in accordance with CDC's recommendations. For the most current CDC recommendations on optimizing respirator use, please visit [CDC's webpage: Strategies for Optimizing the Supply of N95 Respirators](#).

Please note that this list is updated on a rolling basis as new information becomes available for FDA to review.

Authorized Imported, Non-NIOSH Approved Respirators Manufactured in China

Manufacturer	Respirator Model(s)	Country of Manufacture
3M	9001, 9002, 9501, 9501+, 9501V+, 9502, 9502+, 9502V+, 9505+, 9541, 9541V, 9542, 9542V, 9552, 9552V	China
AOK Tooling Ltd. (aka Shenzhonghai Medical)	20130040, 20130045A, 20180021, 20130038, 20190019, 901	China
Bei Bei Safety Co Ltd.	B702, B702V, B704, B704V	China
BYD Precision Manufacture Co. Ltd.	BYD KN95 Particulate Respirator (Model Number: DG3101)	China
Chengde Technology Co.	KN95 (PM 2.5) Protective Mask	China
Fujian Kang Chen Daily Necessities Co, Ltd.	K0450, 57793	China
Guangzhou Harley Commodity Company Limited	L-103V KN95	China

Guangzhou Powecom Labor Insurance Supplies Co., LTD	KN95	China
HeiQ MaterialsAG	HVB-FFP2-01	China
Hangzhou San Qiang Safety Protection Products Co., Ltd.	9420 (FFP2), 9420V (FFP2), 9480 (FFP2), 9480V (FFP2), 9980V (FFP3), 9920V (FFP3)	China
Raxwell Industrial Technology (Shanghai) Co., Ltd	RX9501	China
Rizhao Sanqi Medical & Health Articles Co., Ltd	RIZ100CVb, 3Q KN95, 3Q FFP2 NR, RIZQ100Sb, 3Q KN95 9505	China
Shanghai Dasheng Health Products Manufacture Company, Ltd.	DTC3X-1, DTC3X-2, DTC3X-3, DTC3B-1	China
Shanghai Gangkai Purifying Products Co. Ltd.	8012, 8013	China
Sure-On Industries Ltd	210-KN95	China
Suzhou Bolisi Medical Technology Co., Ltd	BS-9501L, BS-9501FL, BS-9502C, BS-9502FC	China
Suzhou Sanical Protective Product Manufacturing Co., Ltd	Model 8015, Model 9015	China

Weini Technology Development Co., Ltd	FFP2 NR E-300, FFP2 NR E-680, FFP2 NR 952, FFP2 NR F-820, KN95 958	China
---	--	-------

Souther, James (IHS/HQ)

From: Zach Fuentes <z(b) (6)>
Sent: Wednesday, April 22, 2020 2:11 PM
To: James, Michelle (IHS/NAV)
Cc: 'Ashok Sia'
Subject: Updated PPE availability
Attachments: tech-spec-3m-healthcare-particulate-respirator-and-surgical-mask-1860-n95-info.pdf; Gloves.pdf

Hi Michelle,

I hope this email finds you healthy! Per our conversation, please see below.

Best,
Zach

(b) (3) (A), (b) (4)

(b) (3) (A), (b) (4)

(b) (3) (A), (b) (4)

Souther, James (IHS/HQ)

From: Zach Fuentes (b) (6)
Sent: Thursday, April 30, 2020 11:17 AM
To: James, Michelle (IHS/NAV)
Cc: [REDACTED]
Subject: ZFL - Government Pricing List
Attachments: ZFL-3M-Pricing.pdf

Hi Michelle,

Per our conversation this morning, please see attached. Orders are shipped directly from 3M.

Thanks!
Zach

(b) (4), (b) (3) (A)

(b) (4), (b) (3) (A)

(b) (4), (b) (3) (A)

(b) (4), (b) (3) (A)

- Eighth, IHS inspected the Masks, found them to be adequate, and unequivocally accepted them.²⁸

For these reasons, assuming *arguendo* that the basis given for IHS's rejection of the Masks in your June 17, 2020 letter is the true reason for the rejection, it is legally inadequate.

Of course, the real reason for IHS's rejection of the Masks is likely the unexpected media and political attention surrounding the contract. As you know, a reporter from ProPublica began investigating the circumstances surrounding the contract towards the end of May 2020 because Mr. Fuentes had previously worked in the Trump administration.²⁹ That investigation and similar inquiries were welcomed by ZFL and are understandable in light of the contemptible actions of some politically connected individuals who used the COVID-19 pandemic as an opportunity to swindle the government. However, the actions of ZFL and Mr. Fuentes stand in stark contrast to the actions of those individuals. Among other things, ZFL did not seek payment up front. Rather, ZFL, a small business, secured financing in order to pay millions of dollars to cover the manufacturing costs with the reasonable expectation that it would recoup the same when IHS fulfilled its payment obligation. Moreover, ZFL passed \$250,000 in unanticipated savings directly to IHS.

Importantly, IHS expressed no concerns with the Masks until after a May 22, 2020 ProPublica news article, which contained inaccuracies on several points and a subsequent letter from a group of members of Congress (all members of the Democratic Party) to Rear Admiral Michael Weahkee, the Director of IHS, which were then followed by additional news articles.³⁰ It is understandable that IHS is not accustomed to and was unprepared for this level of scrutiny. Nevertheless, the desire to avoid the limelight is not a valid legal justification for terminating the contract, especially when ZFL met all of its obligations and IHS had accepted ZFL's performance. As you know, your letters of June 10 and June 17, 2020, which raised an issue with the manufacturers of the Masks for the first time came only after the news articles and the letter from members of Congress. It seems apparent that IHS rejected the Masks in the face of political pressure and because it does not want the scrutiny that came with purchasing the Masks from a company operated by a former Trump administration official.

It has now been more than six weeks since the first shipment of Masks was received at the Gallup Regional Supply Service Center.³¹ It is a shame that those much-needed Masks have not been provided to the persons that so greatly need them. Instead, IHS has allowed them to sit unused while it spent weeks conjuring up an excuse to void the contract with ZFL. In addition to depriving the people of the Navajo Nation, IHS's unreasonable delay has likely made the Masks

²⁸ See Ex. 11; Ex. 12.

²⁹ The fact that Mr. Fuentes is a Coast Guard veteran with prior experience in government contracting and that he served in the Department of Homeland Security during the Obama administration seems to have been overlooked.

³⁰ See *The Feds Gave a Former White House Official \$3 Million to Supply Masks to Navajo Hospitals.*, Torbati, Y., published May 22, 2020 at <https://www.propublica.org/article/the-feds-gave-a-former-white-house-official-3-million-to-supply-masks-to-navajo-hospitals-some-may-not-work>, last visited on June 20, 2020, enclosed as Exhibit 16; Letter from Members of Congress dated May 27, 2020, enclosed as Exhibit 17; Ex. 11, Ex. 15.

³¹ See Ex. 9.

DeeAndra Salabye

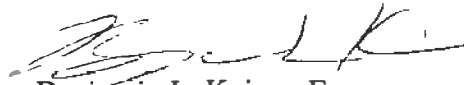
June 22, 2020

Page 6

unsaleable as ZFL cannot vouch for the conditions in which IHS has stored them. It is possible that over \$3 million worth of critical PPE will have to be destroyed because IHS chose to cave to political pressure and media scrutiny rather than protect the people it serves.

While ZFL is hopeful that this matter can be resolved amicably, expeditiously, and without the need for litigation, IHS's actions thus far suggest otherwise. As such, ZFL demands a final decision regarding Purchase Order No. 75H71020P01137 pursuant to 41 U.S.C. § 7103(a)(1), 48 CFR § 52.212-4, and all other applicable laws and regulations. Specifically, ZFL requests a determination that it fulfilled all of its obligations under the contract and that IHS tender payment in full in the amount of \$3,240,000.00 for the original 1 million Masks plus \$188,892.00 for the 58,300 Surplus masks—a total of \$3,428,892.00 plus applicable interest pursuant to 48 CFR § 52.232-25(a)(4) and 48 CFR § 32.908(c). All further communications regarding this matter should be directed to me.

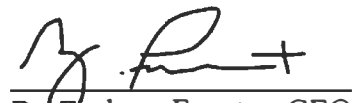
Sincerely,



Benjamin L. Keime, Esq.

Certification of Claim

I, Zachary Fuentes, on behalf of ZFL and as its authorized representative certify that the claim set forth in this letter is made in good faith, the supporting data are accurate complete to the best of my knowledge and belief, the amount requested accurately reflects the contract adjustment for which I believe the Federal Government is liable, and that I am authorized to certify this claim on behalf of Zach Fuentes LLC.



By Zachary Fuentes, CEO
Zach Fuentes LLC

Enclosures: Exhibits 1 to 17

EXHIBIT 1

Benjamin Keime

From: Zach Fuentes <zachary.d.fuentes@gmail.com>
Sent: Wednesday, June 10, 2020 1:42 PM
To: zdf@zachfuentesllc.com
Subject: FW: RE: RE: RE: RE: RE: RE: RE: Re: RE: PPE

From: James, Michelle (IHS/NAV)
Sent: Sunday, April 19, 2020 9:52 PM
To: Zach Fuentes
Subject: RE: RE: RE: RE: RE: RE: RE: Re: RE: PPE

Sorry yes 5pm MDT.

From: Zach Fuentes <zachary.d.fuentes@gmail.com>
Sent: Sunday, April 19, 2020 7:49 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Subject: RE: RE: RE: RE: RE: RE: RE: Re: RE: PPE

That's perfect. Just to confirm, 5PM (8PM EDT).

From: James, Michelle (IHS/NAV)
Sent: Sunday, April 19, 2020 9:40 PM
To: Zach Fuentes
Subject: RE: RE: RE: RE: RE: RE: RE: Re: RE: PPE

Would 5pm work?

I have several meetings and a few conference calls in the morning and afternoon.

From: Zach Fuentes <zachary.d.fuentes@gmail.com>
Sent: Sunday, April 19, 2020 5:06 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Subject: RE: RE: RE: RE: RE: RE: RE: Re: RE: PPE

Hi Michelle,

No problem with the manual PO. We should be set with SAM this week.

We can give you an updated timeline on everything this evening/tomorrow morning.

Is there a good time to connect?

Best,
Zach

(b) (6)

From: James, Michelle (IHS/NAV)
Sent: Sunday, April 19, 2020 5:06 PM
To: Zachary Fuentes
Subject: RE: RE: RE: RE: RE: RE: Re: RE: PPE

Thank you Zach.

What is the delivery lead time for the surgical masks?

Also would you accept another manual PO until your SAM registration is complete?

From: Zachary Fuentes (b) (6)
Sent: Friday, April 17, 2020 9:29 AM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Subject: Re: RE: RE: RE: RE: RE: Re: RE: PPE

Good Morning Michelle,

Attached, please find a quote for 3-ply masks, gowns, and gloves.

Even though the quantities don't meet the threshold, we can do bulk order pricing (normally 1MM+) for the gowns and gloves.

The price for gowns would be (b) (4) and the gloves would be (b) (4). This is not reflected in the attached quote.

Please let me know if I can answer any questions. Have a wonderful weekend!

Stay healthy!

Best,
Zach

(b) (6)

On Thu, Apr 16, 2020 at 8:03 PM James, Michelle (IHS/NAV) <Michelle.James@ihs.gov> wrote:

Okay zach,

Could you send me a quote for 500,000 surgical masks?

Thank you,

Michelle

From: Zach Fuentes <(b) (6)>
Sent: Monday, April 13, 2020 2:04 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Subject: RE: RE: RE: RE: RE: RE: Re: RE: PPE

Hi Michelle,

In addition to the N95's and KN95's, we can provide the following per the attached .pdf. Please do not share. We can have all items to you within 5-7 business days (from our current inventory), and we are able to ship another 500K weekly.

Thanks!

Zach

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From: James, Michelle (IHS/NAV)
Sent: Monday, April 13, 2020 2:40 PM
To: Zach Fuentes
Subject: RE: RE: RE: RE: RE: Re: RE: PPE

Thank you

From: Zach Fuentes <(b) (6)>
Sent: Monday, April 13, 2020 12:37 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Subject: RE: RE: RE: RE: RE: Re: RE: PPE

Working on getting all info for you in the next hour.

From: James, Michelle (IHS/NAV)
Sent: Monday, April 13, 2020 1:51 PM
To: Zach Fuentes
Subject: RE: RE: RE: RE: RE: PPE

Zach,

I forgot to ask, can you provide specifications for the PPE below. Also when will they be available for delivery?

They are going to be included in our afternoon conference call.

Michelle

From: Zach Fuentes <(b) (6)>
Sent: Monday, April 13, 2020 1:53 AM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: jude.irudhayarai@gbcorpusa.com <jude.irudhayarai@gbcorpusa.com> <jude.irudhayarai@gbcorpusa.com>
Subject: RE: RE: RE: RE: RE: PPE

Apologies...attachment this time!

From: Zach Fuentes
Sent: Monday, April 13, 2020 3:52 AM
To: James, Michelle (IHS/NAV)
Cc: jude.irudhayarai@gbcorpusa.com <jude.irudhayarai@gbcorpusa.com>
Subject: RE: RE: RE: RE: RE: PPE

Good Morning Michelle,

I hope you had a safe and healthy weekend! Apologies for the length of this email, but I wanted to make sure we cover everything and start getting you supplies ASAP!!

Hopefully, you received the sample KN95's on Friday. As soon as we receive your PO, we are standing-by to begin shipping the 1,000,000 KN95's.

This weekend, we were able to verify inventory status and availability of our N95's, KN95's, 3-ply surgical masks, impervious/isolation gowns, medical coveralls, gloves, and face shields (in addition to the 1MM KN95's we have for you). Below, please find a current summary. Please do not share this info, as we are trying to give you our best pricing based on bulk quantities, current inventory, and your KN95 order! We can provide pictures and certifications as well.

N95's are FDA, NIOSH, and CE certified. KN95's and gowns have FDA and CE certification. All prices include shipping and delivery.

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Market demand is extremely high, but we will always give you our best pricing based on availability and quantity! Our #1 priority is to make sure the people that need access to PPE have it!!

I know there was some concern about SAM.gov. Our legal team provided us the following info from OMB Memo M-20-18, "Memo Managing Federal Contract Performance Issues Associated with the Novel

Coronavirus (COVID-19)," (Issued March 20, 2020) and FAR 4.1102(a)(3)(iii). Please see the attached .pdf for full text (excerpt below).

We are currently working with other federal entities under this provision. We still registered with SAM.gov last week (to hopefully make future transactions easier), but it will take some time before it is in the system.

"The President has declared a national emergency concerning the novel coronavirus disease under the Stafford Act. As a result of this emergency declaration...Agencies may use simplified acquisition procedures up to \$13 million for purchases of commercial item buys."

FAR Part 4 - Administrative and Information Matters

Subpart 4.11 - System For Award Management

4.1102 Policy

(a) Offerors and quoters are required to be registered in SAM at the time an offer or quotation is submitted in order to comply with the annual representations and certifications requirements EXCEPT FOR—

(3) Contracts awarded by—

(iii) Contracting officers in the conduct of emergency operations, such as responses to natural or environmental disasters or national or civil emergencies, *e.g.*, Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C.5121);

I will reach out to you in the morning, but please let me know if I can answer any questions or be of assistance before then.

Stay Safe!

Best,

Zach

(b) (6)

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From: James, Michelle (IHS/NAV)
Sent: Friday, April 10, 2020 2:03 PM
To: Zach Fuentes
Cc: jude.irudhayaraj@gbcorp usa.com <jude.irudhayaraj@gbcorp usa.com>
Subject: RE: RE: RE: RE: PPE

Okay thank you

From: Zach Fuentes (b) (6) [REDACTED]
Sent: Friday, April 10, 2020 11:30 AM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: jude.irudhayaraj@gbcorp usa.com <jude.irudhayaraj@gbcorp usa.com> <jude.irudhayaraj@gbcorp usa.com>
Subject: RE: RE: RE: RE: PPE

They were manufactured in China, but have USA (FDA) and European Union approval.

From: James, Michelle (IHS/NAV)
Sent: Friday, April 10, 2020 1:11 PM
To: Zach Fuentes
Subject: RE: RE: RE: PPE

Zach,

I'm working on the purchase order documents and I forgot to ask where the masks were manufactured.

Michelle

From: Zach Fuentes <(b) (6)>
Sent: Friday, April 10, 2020 10:04 AM
To: Jude Irudhayaraj <jude.irudhayaraj@gbcorp.usa.com>; James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Subject: RE: Re: RE: PPE

Hi Michelle,

The Fedex Tracking Number is: 391768577600

Best,

Zach

From: Jude Irudhayaraj
Sent: Thursday, April 9, 2020 3:43 PM
To: James, Michelle (IHS/NAV); Zach Fuentes
Subject: Re: RE: PPE

Thank you, Michelle. We will overnight the samples.

BR,

Jude

Get Outlook for iOS

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Thursday, April 9, 2020 3:12:22 PM
To: Zach Fuentes (b) (6)
Cc: Jude Irudhayaraj <jude.irudhayaraj@gbcorp usa.com>
Subject: RE: RE: PPE

Address for the sample is:

Navajo Area Indian Health Service

272 Hwy 264 – IHS Complex

St. Michaels, AZ 86511

From: Zach Fuentes (b) (6)
Sent: Wednesday, April 8, 2020 6:57 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: jude.irudhayaraj@gbcorp usa.com <jude.irudhayaraj@gbcorp usa.com> <jude.irudhayaraj@gbcorp usa.com>
Subject: RE: RE: PPE

Hi Michelle,

Please find an invoice attached.

Thanks,

Zach

From: James, Michelle (IHS/NAV)
Sent: Wednesday, April 8, 2020 5:25 PM
To: Zachary Fuentes
Subject: RE: PPE

Thank you.

Zachary could you please provide a formal quote for 1M KN95 masks? I know our finance and receiving departments will ask for this to verify pricing and quantity.

From: Zachary Fuentes <(b) (6)>
Sent: Wednesday, April 8, 2020 3:18 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Subject: Re: PPE

Hi Michelle,

The DUNS # is 058408800 (Gabriele Business Corporation).

Thanks,

Zach

(b) (6)

On Wed, Apr 8, 2020 at 4:04 PM James, Michelle (IHS/NAV) <Michelle.James@ihs.gov> wrote:

Thank you Zachary.

We are interested in purchasing the 1M KN95 masks; however, we'll need the company's DUNS# to initiate a purchase order.

From: Zachary Fuentes <(b) (6)>
Sent: Wednesday, April 8, 2020 1:56 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Subject: Re: PPE

Good Afternoon Michelle,

Apologies for the delayed response. As Cornelius indicated, we have 1,000,000 KN95's and would like to work with a U.S. organization interested in purchasing in bulk.

Attached, please find certificates of inspection for the U.S. (FDA compliance) as well as the European Union, testing data, and pictures (note, the KN95's were manufactured and originated in China, like most masks).

I am able to have 500,000 delivered on or before next Wednesday (April 15) and the remaining 500,000 on or before next Friday (April 17) - 1MM total.

As you know, demand is high from both local governments and private hospitals who are in need of masks, and we do not expect the inventory to last very long. Please see current pricing below (includes shipping and delivery).

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(b) (4)

(b) (4)

The distribution company is based in Michigan and is well-insured.

Please feel free to contact me with any questions. My cell number is

(b) (6)

I know things are crazy right now. Stay safe and healthy!

Best,

Zach

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On Wed, Apr 8, 2020 at 2:46 PM James, Michelle (IHS/NAV) <Michelle.James@ihs.gov> wrote:

Good afternoon,

I received your contact information from a colleague at Gallup Indian Medical Center. Our agency, Indian Health Service, has a requirement for PPE such as surgical masks, N95

respirators, gloves, gowns, face shields, etc. Does your company currently offer any of these items? If so, could you provide a catalog/price list of the items you currently have available. Your assistance is greatly appreciated.

Thank you,

Michelle A. James, Contract Specialist

Navajo Area Indian Health Service

Division of Acquisition Policy

t:

f: 928-871-1477

EXHIBIT 2



PROFORMA INVOICE

SENT BY

Gabriele Business Corporation
21937 Arbor Ln
Farmington Hills
MI 48336
USA
DUNS # 058408800

SENT TO

Navajo Area Indian Health
Service
12 Tribal Hill Dr,
Window Rock,
AZ 86515
USA

SHIP TO

Navajo Area Indian Health
Service
12 Tribal Hill Dr,
Window Rock,
AZ 86515
USA

INVOICE #

90090

INVOICE DATE

04/08/2020

DUE DATE

05/08/2020

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
(b) (4)			3,490,000.00
TOTAL			\$3,490,000.00

Thank you!

TERMS & CONDITIONS

- Payment is due within 30 days after delivery.
- Unit price includes shipping and handling.
- Sales Tax is \$0 as the customer is tax exempt and will provide the tax exemption certificate.

Payment (Banker's Check) made to: Gabriele Business Corporation, 21937 Arbor Ln, Farmington Hills, MI 48336

Questions or Concerns: jude.irudhayaraj@gbcorpusa.com | (248) 252-3551



EXHIBIT 3



EXHIBIT 4

美庄臣健康科技(深圳)有限公司

Mezorrison Health Science & Technology (shenzhen)Co.,Ltd

【公司简介】

Company brief Introduction

美庄臣健康科技(深圳)有限公司成立于 2013 年，注册资本伍千万人民币，占地面积 6000 m²，已建成生产用仓库 2000 m²，车间 3000 m²，办公生活区约 1000 m²。

我司主要生产 KN95 民用防护级口罩，空气净化器等健康产品，具备国内生产医疗等级资质，并具备国内 GB2626-2006（即 KN95）标准，国外 ISO9001，EN149，CE 等认证资质。

本公司本着“质量为纲,顾客至上”的理念，乘着“产品升级”“品质产品”的东风，不断努力向高标准化迈进，以更好地满足社会需求。

Mezorrison Health Science & Technology (shenzhen) Co.,Ltd was establishen in 2003 with registered capital of 5 ten million RMB. Tth area of our factory is about 6000 m².And we acquired China Medical Device License,CE,EN149 certificate.

We mainly manufactures face masks,Water purifier etc. And exported above products worldwide,such as,Europe,So

uth America,Southeast Asia and etc.

Our quality philosophy is to achieve product perfection and customer satisfaction through implementation and maintenance of an effective rigorous quality assurance system, and will value its commitment to high quality of our products.



【口罩详情介绍】

The introduction of Face masks as following;

产品名称：高效防护口罩

规格：10*15.5cm

认证证书：EC,GB2626-2006， EN149-2001,FFP2.FDA

日产量：40 万片

包装方式：5 片/袋， 12 袋/盒（60 片）， 12 盒/箱（720 片）

小盒尺寸：长 16*宽 12*高 28.5cm

箱子尺寸：长 51.5*宽 31*高 50cm

单盒重量：0.4KG

单箱重量：5.8KG

Product name:High-performance protective mask

Specification:10*15.5cm

Certificate:EC,GB2626-2006， EN149-2001,FFP2.

Daily Capacity:400000 pcs

Package: 5 pieces / bag, 12 bags / box(60 pieces), 12 boxes / carton (720 pieces)

Small box size: length 16 * width 12 * height28.5cm

Box size: length 51.5 * width 31 * height 50

Single box weight: 0.4KG

Single case weight:5.8kg

● 包装图片 Package photo



● 内包装图片 Inner Package Photo



● 产品实拍图(Product real picture);







贴合式鼻梁条

轻松调节贴合度，减少有害物吸入

大方点焊接

超声波焊接，牢固防耳带脱落

加宽针织耳带

降低勒感，提高舒适度

- 口罩车间 (Face Mask Workshop);



- 原材料仓 (Raw Material)



【产品说明书】

Instruction for use

(Product name):High-performance protective mask

【产品名称】： 高效防护口罩

【Model】： ear hook type

【型号】 耳挂式

【Specification】 Large

【规格】 大号

【Material】 The mask of this product is made of five layers of materials, the outer layer of the mask is non-woven fabric, the second layer is polypropylene melt blown fabric, and the other three layers are waterproof non-woven fabric, which are made by ultrasonic heat sealing, electric welding, upper belt and other processes.

【结构组成】 本产品口罩由 5 层材料组成，面罩外层为无纺布，第二层为聚丙烯熔喷布，另外三层为防水无纺布，经超声波热合、电焊、上带等工艺制成。

【Scope of application】 It is used for protection in daily environment, not recommended to be used in oily medium environment。

【适用范围】：在日常环境中做防护使用，不建议在油性介质环境中使用

【Product performance】 The bacterial filtration efficiency and air resistance meet the requirements of gb2626-2006, en149-2001, CE and FFP2

【产品性能】 细菌过滤效率、空气阻力符合 GB2626-2006，EN149-2001，CE，FFP2 的要求，

【Instructions】 Hang the masks at both ends behind the ears, and press the nose clip lightly to make it fit the bridge of the nose and the lower part of the eyes

【使用说明】 将两端的口罩带挂于耳后，轻按鼻夹，使其与鼻梁和双眼下部贴合.

【Notes】

1. Please check whether the package is in good condition before use and use it within the validity period
2. Respiratory protection for non oily particles
3. Masks that need to be renewed in case of pollution, damage, etc
4. Use it with caution if you are allergic to non-woven fabrics.

【注意事项】

1. 使用前请检查包装是否完好，并在有效期内使用
2. 用于非油性颗粒物的呼吸防护
3. 受污染损坏等情况需要更新的口罩
4. 对无纺布过敏者慎用。

【Storage】 It is recommended to store in a dry, ventilated and non corrosive atmosphere

【储存条件】 建议储存在干燥、通风、无腐蚀性气体的环境中

【Validity Period】 3 years

【有效期】 3 年

【资质证书】

Certificate

● 营业执照：

	
营 业 执 照	
统一社会信用代码 91440300077520338H	
名 称	美庄臣健康科技（深圳）有限公司
主 体 类 型	有限责任公司
住 所	深圳市宝安区石岩街道官山社区羊台山侧玉和山庄12号
法定代表人	陈平
成 立 日 期	2013年08月27日
重要提示 1. 商事主体的经营范围由章程确定。经营范围中属于法律、法规规定应当经批准的项目，取得许可审批文件后方可开展相关经营活动。 2. 商事主体经营范围和许可审批项目等有关事项及年报信息和其他信用信息，请登录深圳市市场监督管理局委员会商事主体信用信息公示平台（网址http://www.szcredit.com.cn）或扫描执照的二维码查询。 3. 商事主体应于每年1月1日-6月30日向商事登记机关提交上一年度的年度报告，商事主体应当按照《企业信息公示暂行条例》等规定向社会公示商事主体信息。	
	
登记机关 	
2017 年 02 月 07 日	
中华人民共和国国家工商行政管理总局监制	

● 商标注册证:

商标名称	美庄臣 MEZORISON		
法律状态	已注册	申请号	27865563
商品类别	10类 医疗器械	申请日期	2017-12-04
申请人名称	美庄臣健康科技(深圳)有限公司		
申请人地址	广东省深圳市宝安区石岩街道官田社区羊台山侧玉和山庄12号		
申请人名称(英文)			
申请人地址(英文)			
商标图片	 点击查看大图	图片要素	无
商品/服务项目	1004 按摩用手套 1001 外科仪器和器械 1004 耳塞(听力保护装置) 1006 避孕套 1008 杯形用物品 1004 口罩 1003 理疗设备 1002 牙科设备和仪器 1005 奶瓶 1009 缝合材料		
初审公告期号	1611	初审公告日期	2018-08-13
注册公告期号	1623	注册公告日期	2018-11-14
专用权期限	2018-11-14至2028-11-13	是否共有商标	否
后期指定日期		国际注册日期	
优先权日期		代理人名称	广州京诺知识产权代理有限公司

● 生产许可证（临时）：粤深食药监械经营备 20208235 号：

医疗器械网络销售信息公示

未定

企业信息

企业名称	美主任健康科技（深圳）有限公司	社会信用代码	91440380077520339H
法定代表人	陈平	企业负责人	陈平
住所	深圳市宝安区石岩街道官田社区羊台山枫玉和山庄12号	经营场所或生产场所	深圳市宝安区石岩街道官田社区羊台山枫玉和山庄12号
库房地址	深圳市宝安区石岩街道官田社区羊台山枫玉和山庄12号	备案编号	粤深械网备202002272813
医疗器械生产（经营）许可证或备案凭证编号	粤深食药监械经营备20208235号	主体业态（可多选）	☐ 医疗器械生产 ☐ 医疗器械批发 ☐ 医疗器械零售 ☒ 医疗器械零售兼营
经营范围	2002年分类目录（二类）：6801, 6802, 6803, 6804, 6805, 6806, 6807, 6808, 6809, 6810, 6812, 6813, 6815, 6816, 6820, 6821, 6822, 6823, 6824, 6825, 6826, 6827, 6828, 6830, 6831, 6832, 6833, 6834, 6840（体外诊断试剂除外），6840（诊断试剂需低温冷藏运输贮存），6840（诊断试剂不需低温冷藏运输贮存），6841, 6845, 6846, 6854, 6855, 6856, 6857, 6858, 6863, 6864, 6865, 6866, 6870, 6877。以上类别中包含的植入和介入类产品除外，以上类别中包含的角膜接触镜、助听器产品除外[br]2017年分类目录（二类）：01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 6840体外诊断试剂，6840体外诊断试剂（不需低温冷藏运输贮存）。以上类别中包含的植入和介入类产品除外，以上类别中包含的角膜接触镜、助听器产品除外		

● 注册证号：粤深械网备 202002272813:

2020/3/12

变更通知书

变更（备案）通知书

2200410715~

美庄臣健康科技（深圳）有限公司：

我局已于二〇二〇年三月十二日对你企业申请的（许可经营项目）变更予以核准：对你企业的（章程修正案、许可信息、章程）予以备案，具体核准变更（备案）事项如下：

备案前章程修正案：

备案后章程修正案：

备案前许可信息：项目：建设项目环境影响审批（各区环保水务局审批） 有效期：，项目：第三类医疗器械经营 有效期：，项目：建设项目环境影响审批 有效期：

备案后许可信息：项目：第二、三类医疗器械生产 有效期：，项目：建设项目环境影响审批（各区环保水务局审批） 有效期：

章程备案

变更前许可经营项目：净水器、智能家电产品的生产；二类医疗器械的销售。

变更后许可经营项目：净水器、智能家电产品的生产；二类医疗器械的销售；医用口罩、医用护目镜的生产。

税务部门重要提示：如您在税务局使用防伪税控系统开具增值税发票，因变更名称、住所，需到原税务局主管税务机关办税服务厅办理防伪税控设备变更发行。





第二类医疗器械经营备案凭证

备案编号：粤深食药监械经营备 20200235 号

企业名称	美庄臣健康科技（深圳）有限公司
法定代表人	陈平
企业负责人	陈平
经营方式	批零兼营
住 所	深圳市宝安区石岩街道官田社区羊台山侧玉和山庄 12 号
经营场所	深圳市宝安区石岩街道官田社区羊台山侧玉和山庄 12 号
库房地址	深圳市宝安区石岩街道官田社区羊台山侧玉和山庄 12 号
经营范围	2002 年分类目录（二类）：6801、6802、6803、6804、6805、6806、6807、6808、6809、6810、6811、6812、6813、6814、6815、6816、6820、6821、6822、6823、6824、6825、6826、6827、6828、6830、6831、6832、6833、6834、6840（体外诊断试剂除外）、6840（诊断试剂需低温冷藏运输贮存）、6840（诊断试剂不需低温冷藏运输贮存）、6841、6845、6846、6854、6855、6856、6857、6858、6859、6864、6865、6866、6870、6877。以上类别中包含的植入和介入类产品除外，以上类别中包含的角膜接触镜、助听器产品除外 2017 年分类目录（二类）：01、02、03、04、05、06、07、08、09、10、11、12、13、14、15、16、17、18、19、20、21、22、6840 体外诊断试剂、6840 体外诊断试剂（不需低温冷藏运输贮存）、以上类别中包含的植入和介入类产品除外，以上类别中包含的角膜接触镜、助听器产品除外

备案部门（公章）

备案日期：2020 年 02 月 27 日



● FDA 认证:



CERTIFICATION OF REGISTRATION

This certifies that:

Mezorison Health Science & Technology (Shenzhen) Co., Ltd
No.12 Yuhe Road, Shiyan Town, Bao'an District, Shenzhen, Guangdong, 518000,
CHINA

is registered and has listed the following medical device with the U.S. Food and Drug Administration ;

Owner/Operator Number : 10064314

Listing Number: D378809

Product Code : MSH

Product : Respirator filter

Model(s) : MZC-KZ-06

Date Of Registration Status: 2020

Registrar Corp will confirm that such registration remains effective upon request and presentation of this certificate until the end of the year stated above, unless said registration is terminated after issuance of this certificate. Registrar Corp makes no other representations or warranties, nor does this certificate make any representations or warranties to any person or entity other than the named certificate holder, for whose sole benefit it is issued. This certificate does not denote endorsement or approval of the certificate holder's device or establishment by the U.S. Food and Drug Administration. Registrar Corp assumes no liability to any person or entity in connection with the foregoing.

Pursuant to 21 CFR 807.39, "Registration of a device establishment or assignment of a registration number does not in any way denote approval of the establishment or its products. Any representation that creates an impression of official approval because of registration or possession of a registration number is misleading and constitutes misbranding."

The U.S. Food and Drug Administration does not issue a certificate of registration, nor does the U.S. Food and Drug Administration recognize a certificate of registration. Registrar Corp is not affiliated with the U.S. Food and Drug Administration.



Chief Engineer **Zachary Lee**

Issued: Mar. 25, 2020

Validity Period: 2020-12-31



Web rep/ www.fda.gov Tel 1-888-INFO-FDA(1-888-0332) E-mail vcrcp@fda.gov

● 欧盟 CE 认证:



Certificate

No. ICR Polska/6301284



Name and address of certificate owner:

MEIZHUANGCHEN Health Technology (Shenzhen) Co., Ltd
MEIZHUANGCHEN Industrial Park, 12 Yuhe Road, Baoan District, Shenzhen

Name and address of manufacturer:

MEIZHUANGCHEN Health Technology (Shenzhen) Co., Ltd
MEIZHUANGCHEN Industrial Park, 12 Yuhe Road, Baoan District, Shenzhen

Product name:

Respirator filter mask

Product types:

MZC-KZ-07(S), MZC-KZ

Product trademark:

美莊臣

This certificate confirms that the product meets the requirements of the following standards and within limits of its standards gives presumption of conformity with essential requirements of Regulation 2016/425

EN 149:2001 +A1:2009

The certification process has been carried out in accordance with the program PC-P-07-07.
Evaluation has been carried out in accordance with test reports made by SHENZHEN CTO TECHNOLOGY CO., LTD

No. of test reports:

CTO200318001FRS

Certificate issue date:

19.03.2020

Expiration date:

18.03.2025

The mutual obligations and rights of the certification are regulated by the contract No. ICR Polska/2020-3109.

This certificate applies to products having the same attributes (parameters), intended use, that have been evaluated and meet the requirements of the aforementioned standard.

Director: Rafał Kalinowski

Warsaw, 19. 03. 2020



ICR Polska Co. Ltd.
ul. Plac Przymierza 6, 03-944 Warszawa
www.icrpolska.com, e-mail: icrpolska@icrqa.com





APPLICATION FOR TEST REPORT

On Behalf of

Prepared For : MEIZHUANGCHEN Health Technology (Shenzhen) Co., Ltd
MEIZHUANGCHEN Industrial Park, 12 Yuhe Road, Baoan District,
Shenzhen

Product Name : Respirator filter mask
Model : MZC-KZ-07(S), MZC-KZ

Prepared By : SHENZHEN CTO TECHNOLOGY CO., LTD
9/F, block B, SME incubation center, Tangtou Avenue, Shiyan Town,
Bao'an District, Shenzhen City, Guangdong Province, China

Test Date : Feb. 29, 2020 to Mar. 17, 2020
Date of Report : Mar. 18, 2020
Report No. : CTO200318001FRS



TEST REPORT EN 149 Respiratory protective devices. Filtering half masks to protect against particles. Requirements, testing, marking	
Report Reference No.....	CTO200318001FRS
Compiled by (+ signature).....	Laurent Wu
Approved by (+ signature).....	Mike Wang
Date of issue.....	Mar. 18, 2020
Testing Laboratory.....	SHENZHEN CTO TECHNOLOGY CO., LTD
Address.....	9/F, block B, SME incubation center, Tangtou Avenue, Shiyan Town, Bao'an District, Shenzhen City, Guangdong Province, China
Applicant's name.....	MEIZHUANGCHEN Health Technology (Shenzhen) Co., Ltd
Address.....	MEIZHUANGCHEN Industrial Park, 12 Yuhe Road, Baoan District, Shenzhen
Test specification:	
Standard.....	EN 149:2001+A1:2009
Non-standard test method.....	N/A
Test item description.....	Respirator filter mask
Trade Mark.....	美莊臣
Model/Type reference.....	MZC-KZ-07(S), MZC-KZ
Manufacturer.....	MEIZHUANGCHEN Health Technology (Shenzhen) Co., Ltd
Address.....	MEIZHUANGCHEN Industrial Park, 12 Yuhe Road, Baoan District, Shenzhen
Classification	FFP2 NR





Possible test case verdicts:

- test case does not apply to the test object... N (Not apply)
- test object does meet the requirement... P (Pass)
- test object does not meet the requirement... F (Fail)

Testing.....

Date of receipt of test item..... Feb. 27, 2020

Date(s) of performance of tests ... Feb. 27, 2020 to Mar. 17, 2020

General remarks:

The test results presented in this report relate only to the object tested.

This report shall not be reproduced, except in full, without the written approval of the Issuing testing laboratory.

"(See Enclosure #)" refers to additional information appended to the report.

"(See appended table)" refers to a table appended to the report.

General product information:



Copy of marking plate:

Packaging:

Respirator filter mask
Model: MZC-KZ-07(S)
Classification: FFP2 NR
Standard: EN 149:2001+A1:2009



MEIZHUANGCHEN Health Technology (Shenzhen) Co., Ltd

End of shelf life:YYYY/MM

Made in China

Marking shall be clearly and durably marked on the smallest commercially available packaging or legible through it if the packaging is transparent

Particle filtering half mask:

Respirator filter mask
Model: MZC-KZ-07(S)
Classification: FFP2 NR
Standard: EN 149:2001+A1:2009



MEIZHUANGCHEN Health Technology (Shenzhen) Co., Ltd



EN149			
Clause	Requirement – Test	Result - Remark	Verdict
5	Classification		–
	Particle filtering half masks are classified according to their filtering efficiency and their maximum total inward leakage. There are three classes of devices:		P
	- FFP1		N
	- FFP2		P
	- FFP3		N

6	Designation		–
	Particle filtering half masks meeting the requirements of this European Standard. Year of publication, classification, option	Particle filtering half mask EN 149:2001+A1:2009 FFP2 NR	P

7	Requirements		–
7.1	General		P
	All test all test samples shall meet the requirements.	Complied the requirement, see below	P
7.2	Nominal values and tolerances		P
	Unless otherwise specified, the values stated in this European Standard are expeurture limits.		P
7.3	Visual inspection		P
	The visual inspection shall also include the marking and the information supplied by the manufacturer.	Clear marking is provided, see sample body	P
7.4	Packaging		P
	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.	Testing in accordance with 8.2	P
7.5	Material		P
	Materials used shall be suitable to withstand handling and wear over the period for which the particle filtering half mask is designed to be used. Any material from the filter media released by the air flow through the filter shall not constitute a hazard or nuisance for the wearer.	Comfortable wearing, when releasing no hazards is produced.	P
7.6	Cleaning and disinfecting		N
	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.	It's is not re-usable.	N
7.7	Practical performance		P
	The particle filtering half mask shall undergo practical performance tests under realistic conditions.	Complied, Testing in accordance with 8.4.	P
7.8	Finish of parts		P
	come into contact with the wearer shall have no sharp edges or burrs	Testing in accordance with 8.2	P
7.9	Leakage	See append table 8.5	P
7.9.1	Total inward leakage		P
	The laboratory tests shall wearer to protect with high	Enough safe condition is	P



EN149			
Clause	Requirement – Test	Result - Remark	Verdict
	probability against the potential hazard to be expected.	Provide.	
	Exercise results for total inward leakage shall be not greater than		P
	25% for FFP1 11% for FFP2 5% for FFP3	FFP2, 7.3% Not exceed 11%	P
	And, in addition, at least 8 out of the 10 individual wearer arithmetic means for the total inward leakage shall be not greater than.		P
	22 % for FFP1 8 % for FFP2 2 % for FFP3.	FFP2, 6.3% Not exceed 8%	P
7.9.2	Penetration of filter material		P
	The penetration of the filter of the particle filtering half mask shall meet the requirements of Table 1.	see table 7.9.2	P
7.10	Compatibility with skin		P
	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.		P
7.11	Flammability		P
	The material used shall not present a danger for the wearer and shall not be of highly flammable nature.	Testing in accordance with cl 8.6	P
7.12	Carbon dioxide content of the inhalation air	Testing in accordance with cl 8.7	P
	The carbon dioxide content of the inhalation air (dead space) shall not exceed an average of 1.0% (by volume).	<1.0%	P
7.13	Head harness	Testing in accordance with cl 8.4 and cl 8.5	P
	Head harness shall be designed can be donned and removed easily and adjustable or selfadjusting and sufficiently robust to hold the particle.	Head harness is donned and removed easily	P
7.14	Field of vision	Testing in accordance with cl 8.4	P
	Field of vision is acceptable in practical performance tests.	Clear field of vision when wearing	P
7.15	Exhalation valve(s)	No Exhalation valve	N
	A particle filtering half mask may have one or more exhalation valve(s) and shall function correctly in all orientations.		N
	Exhalation valve is provided it shall be protected against or be resistant to dirt and mechanical damage and may be shrouded or may include any other device.		N
	Exhalation valve(s) shall continue to operate correctly after a continuous exhalation flow of 300 l/min over a period of 30 s.		N
	Exhalation valve housing is attached to the faceblank, and withstand axially a tensile force of 10 N applied for 10 s.		N
7.16	Breathing resistance	Testing in accordance with cl 8.9	P
	Breathing resistances apply to valved and valveless and shall meet the requirements.	see table 7.16	P
7.17	Clogging		N



EN149			
Clause	Requirement – Test	Result - Remark	Verdict
	General		N
	For single-use devices clogging test is an optional test.		N
	Devices designed to be resistant to clogging, shown by a slow increase		N
	The specified breathing resistances shall not be exceeded before the required dust load of 833 mg-h/m ³ .		N
7.17.2	Breathing resistance		N
7.17.2.1	Valved particle filtering half masks		N
7.17.2.2	Valveless particle filtering half masks		N
7.17.3	Penetration of filter materia		N
	All types claimed to meet the clogging requirement shall also meet the penetration requirements given in 7.9.2 after the treatment.		N
7.18	Demountable parts		N
	All demountable parts (if fitted) shall be readily connected and secured, where possible by hand.	No such demountable part	N

8	Testing		—
8.1	General		P
	No special measuring devices and methods are specified, commonly used devices and methods shall be used.		P
8.2	Visual inspection		P
	The visual inspection is carried out appropriate by the test house prior to laboratory or practical performance tests.		P
8.3	Conditioning		P
8.3.1	Simulated wearing treatment		P
	A breathing machine is adjusted to 25 cycles/min and 2,0 l/stroke.	25 cycles/min 2,0 l/stroke.	P
	For testing, a saturator is incorporated in the exhalation line between the breathing machine and the dummy head.	A saturator incorporated by breathing machine and the dummy head.	P
	The spilling out of the dummy's mouth and contaminating the particle filtering half mask the head shall be incline	Incline considered	P
8.3.2	Temperature conditioning		P
	Exposet masks to the following thermal cycle:		P
	a) for 24 h to a dry atmosphere of (70 ± 3) °C;	71.5 °C	P
	b) for 24 h to a temperature of (-30 ± 3) °C;	-30.9 °C	P
	Allow to return to room temperature for at least 4 h between exposures and prior to subsequent testing.	5h to paid for	P
8.3.4	Flow conditioning		P
	A total of 3 valved particle filtering half masks shall be tested, one as received and two temperature conditioned in accordance with 8.3.2.		P

9	Marking		
9.1	Packaging		P



EN149			
Clause	Requirement – Test	Result - Remark	Verdict
	The following information shall be clearly and durably marked on the smallest commercially available packaging or legible through it if the packaging is transparent.	Complied, clearly marked	P
9.1.1	The name, trademark or other means of identification of the manufacturer or supplier.		P
9.1.2	Type-identifying marking.		P
9.1.3	Classification: FFP1, FFP2, FFP3.		P
	"NR" if the particle filtering half mask is limited to single shift use only. Example: FFP3 NR, or	FFP2 NR	P
	"R" if the particle filtering half mask is re-usable. Example: FFP2 R D		N
9.1.4	The number and year of publication of this European Standard.	EN 149:2001+A1:2009	P
9.1.5	At least the year of end of shelf life.	End of shelf life:YYYY/MM	P
9.1.6	The sentence 'see information supplied by the manufacturer', at least in the official language(s) of the country of destination, or by using the pictogram as shown in Figure 12b.		P
9.1.7	The manufacturer's recommended conditions of storage (at least the temperature and humidity) or equivalent pictogram, as shown in Figures 12c and 12d.		P
9.1.8	The packaging of those particle filtering half masks passing the dolomite clogging test shall be additionally marked with the letter "D".		N
9.2	Particle filtering half mask		P
	Particle filtering half masks complying with this European Standard shall be clearly and durably marked with the following:		P
9.2.1	The name, trademark or other means of identification of the manufacturer or supplier.		P
9.2.2	Type-identifying marking.		P
9.2.3	The number and year of publication of this European Standard.		P
9.2.4	The symbols FFP1, FFP2 or FFP3 according to class.		P
9.2.5	If appropriate the letter D (dolomite) in accordance with clogging performance. This letter shall follow the class designation (see 9.2.4).		N
9.2.6	Sub-assemblies and components with considerable bearing on safety shall be marked so that they can be identified.		N
10	Information to be supplied by the manufacturer		P
10.1	Information supplied by the manufacturer shall accompany every smallest commercial available package		P
10.2	Information supplied by the manufacturer shall be at least in the official language(s) of the country of destination		P
10.3	The information supplied by the manufacturer shall contain all information necessary for trained and qualified persons on		P
	- application/limitations		P
	the meaning of any colour coding		P



EN149			
Clause	Requirement – Test	Result - Remark	Verdict
	checks prior to use		P
	donning, fitting		P
	use		P
	maintenance (e.g. cleaning, disinfecting), if applicable		N
	storage		P
	the meaning of any symbols/pictograms used		P
10.4	The information shall be clear and comprehensible. If helpful, illustrations, part numbers, marking shall be added.		P
10.5	Warning shall be given against problems likely to be encountered, for example:		P
	fit of particle filtering half mask (check prior to use)		P
	it is unlikely that the requirements for leakage will be achieved if facial hair passes under the face seal		P
	air quality (contaminants, oxygen deficiency)		P
	use of equipment in explosive atmosphere		N
10.6	The information shall provide recommendations as to when the particle filtering half mask shall be discarded.		P
10.7	For devices marked "NR", a warning shall be given that the particle filtering half mask shall not be used for more than one shift.		P



Attachments: Test table

Table 7.9.2	Penetration of test aerosol test									P
	3 samples as received			described in 8.3.1			described in 8.3.2 and 8.3.3			
Sodium chloride test 95 l/min	1.8%	1.7%	1.3%	2.8%	2.4%	2.6%	2.8%	2.5%	2.6%	
Paraffin oil test 95 l/min	1.8%	1.5%	1.9%	2.5%	2.7%	2.9%	2.7%	2.9%	2.5%	

table 7.16	Maximum permitted resistance (mbar)			P
FFP2	inhalation		exhalation	
	30 l/min	95 l/min	160 l/min	
	0.7	2.4	3.0	
A total of 9 valveless particle filtering half masks shall be tested: 3 as received, 3 after temperature conditioning in accordance with 8.3.2 and 3 after the test for simulated wearing in accordance with 8.3.1 The above result is the Maximum value				

ANNEX A: Photo-documentation

Photo 1 view front back side top internal bottom	
Photo 2 view front back side top internal bottom	

----- End of Report -----

● BG2626-2006 质检报告:

样品图片

No:200025248

共3页 2页



总部: 广州市天河区
花都实验室

电话: 020-86123456
电话: 020-86123456

检验检测报告附页

No: 200025248

共3页 第3页

检验检测项目 (计量单位) [样品识别]	测试方法	标准值及允差	检验检测结果	判定	备注
●NaCl颗粒物过滤效率	GB 2626-2006 6.3 空气流量: 85L/min 气溶胶颗粒: NaCl 气溶胶浓度: 15mg/m³ 温度: 24.1℃ 相对湿度: 38%	过滤效率(%): ≥95.0 (KN95)	过滤效率(%): 未处理样品 1# 99.971 2# 99.985 3# 99.950 4# 99.948 5# 99.972 6# 99.965 7# 99.943 8# 99.895 9# 99.923 10# 99.974 温湿度预处理后样品 1# 99.897 2# 99.895 3# 99.883 4# 99.901 5# 99.910	符合	
●吸气阻力(Pa)	GB 2626-2006 6.5	≤350	未处理样品 1# 102.9 2# 102.3 温湿度预处理后样品 1# 110.1 2# 108.2	符合	
●呼气阻力(Pa)	GB 2626-2006 6.6	≤250	未处理样品 1# 81.7 2# 90.2 温湿度预处理后样品 1# 91.1 2# 91.5	符合	
●可燃性(s)	GB 2626-2006 6.15	续燃时间 ≤5	续燃时间 未处理样品 1# 0.0 2# 0.0 温湿度预处理后样品 3# 0.0 4# 0.0	符合	
●头带	GB 2626-2006 6.11	面罩的每条头带、带扣及其他调节部件在承受10N的拉力, 持续10s, 不应出现滑脱或断裂	未处理样品 1# 符合要求 温湿度预处理后样品 1# 符合要求	符合	
备注	(本栏空白)				



EXHIBIT 5

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

7

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04/13/2020		2. CONTRACT NO. (if any)		6. SHIP TO: a. NAME OF CONSIGNEE NAVAJO AREA OFFICE	
3. ORDER NO. 75H71020P01137		4. REQUISITION/REFERENCE NO. IHS1403845		b. STREET ADDRESS P.O. BOX 9020 WINDOW ROCK AZ 86515	
5. ISSUING OFFICE (Address correspondence to) Navajo Area Office PO Box 9020 Window Rock AZ 86515		c. CITY WINDOW ROCK		d. STATE AZ	e. ZIP CODE 86515
7. TO: a. NAME OF CONTRACTOR		f. SHIP VIA		8. TYPE OF ORDER ☒ a. PURCHASE REFERENCE YOUR: COVID-19 SUPPLIES Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. ☐ b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
b. COMPANY NAME c. STREET ADDRESS Gabriele Business Corporation 21937 Arbor Ln		d. CITY Farmington Hills		e. STATE MI	f. ZIP CODE 48336
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE WYACO BRANDON (IHS)		11. BUSINESS CLASSIFICATION (Check appropriate box(es)) ☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB	
12. F.O.B. POINT		13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination	
14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/08/2020		16. DISCOUNT TERMS IHS NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Referencing quote #90090 F.O.B. Destination Deliver To: Gallup Regional Supply Service Center 2400 Fuhs Ave Bldg 10 Gallup, NM 87301 Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17 (f) TOTAL (Cont. pages) 	
	21. MAIL INVOICE TO:							
	a. NAME Navajo Area Office							\$3,490,000.00
	b. STREET ADDRESS (or P.O. Box) PO Box 9020 Window Rock AZ 86515							\$3,490,000.00
	c. CITY Window Rock							
d. STATE AZ		e. ZIP CODE 86515				17 (f) GRAND TOTAL 		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ _____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ Inspected, ☐ accepted, ☐ received by me
and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

[illegible]

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
04/13/2020

CONTRACT NO.

ORDER NO.

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	Admin Office: Navajo Area Office PO Box 9020 Window Rock AZ 86515 GALLOP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 Accounting Info: 2020.J54AR0D.26048 Appr. Yr.: 2020 CAN: J54AR0D Object Class: 26048 Funded: \$523,500.00				523,500.00	
2	SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500 Accounting Info: 2020.J54AR0F.26048 Appr. Yr.: 2020 CAN: J54AR0F Object Class: 26048 Funded: \$523,500.00				523,500.00	
3	CHINLE SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 Accounting Info: 2020.J54AR0A.26048 Appr. Yr.: 2020 CAN: J54AR0A Object Class: 26048 Funded: \$523,500.00 Continued ...				523,500.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,570,500.00

NOT AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 2/2005)
Prescribed by GSA FPMR (48 CFR) 53.213(g)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

4

IMPORTANT: Mark all packages and pieces with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

04/13/2020

ORDER NO.

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
4	KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: [REDACTED] Unit Price: [REDACTED] Total Price: \$349,000.00 Accounting Info: 2020.J54AR0E.26048 Appr. Yr.: 2020 CAN: J54AR0E Object Class: 26048 Funded: \$349,000.00				349,000.00	
5	CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: [REDACTED] Unit Price: [REDACTED] Total Price: \$174,500.00 Accounting Info: 2020.J54AR0B.26048 Appr. Yr.: 2020 CAN: J54AR0B Object Class: 26048 Funded: \$174,500.00				174,500.00	
6	GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: [REDACTED] Unit Price: [REDACTED] Total Price: \$1,396,000.00 Accounting Info: 2020.J54U989.26065 Appr. Yr.: 2020 CAN: J54U989 Object Class: 26065 Funded: \$1,396,000.00 ***** Point of Contact (POC): Name: Loretta Christensen Phone: 928-871-5813 The POC is primarily responsible for monitoring the technical progress including surveillance and assessment of performance for this contract. Continued ...				1,396,000.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$1,919,500.00	

NOT AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 83.213(c)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

5

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
04/13/2020

CONTRACT NO.

ORDER NO.
75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Administrative Contracting Officer (CO): Michelle James, Contract Specialist, (928) 871-5841. Per FAR Subpart 1.602-2(d), the CO determines that this order does not require a Contracting Officer Representative (COR). **INVOICE SUBMISSION: The Contractor shall submit invoices once in accordance with FAR Clause 52.212-4(g) by regular postal mail to: Navajo Area Office Attn: Finance Department P.O. Box 9020 Window Rock, Arizona 86515 Additionally, the Contractor is required to include its Data Universal Numbering System (DUNS) number on each invoice. For additional information about the Dun & Bradstreet (D&B) DUNS number, please visit http://fedgov.dnb.com/webform. Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice. In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged Continued ...					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

6

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

04/13/2020

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	by means of this memorandum. All small businesses shall label all invoices as "Small Business." Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. Additional Applicable Federal Acquisition Regulations (FAR) Clauses: 52.204-7 System Award Management (Oct 2016) 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Mar 2020) 52.229-3 Federal, State, and Local Taxes Continued ...					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 1) (H)					\$0.00	

AUTHORITIES FOR EAC REPRODUCTION
PREVIOUS EDITION NOTUSABLE

OPTIONAL FORM 348 (Rev. 4-2008)
Prescribed by GSA FAR (48 CFR) 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

7

IMPORTANT Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

75H71020P01137

04/13/2020

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(Feb 2013) 52.232-18 Availability of Funds (Apr 1984) 52.232-33 Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) The total amount of award: \$3,490,000.00. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FPMR (48 CFR) 302.11(g)

EXHIBIT 6

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 7

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04/13/2020		2. CONTRACT NO. (If any)		3. ORDER NO. 75H71020P01137		4. REQUISITION/REFERENCE NO. IHS1403845		5. ISSUING OFFICE (Address correspondence to) Navajo Area Office PO Box 9020 Window Rock AZ 86515		6. STREET ADDRESS P.O. BOX 9020 WINDOW ROCK AZ 86515		7. CITY WINDOW ROCK		8. STATE AZ		9. ZIP CODE 86515											
7. TO:				8. NAME OF CONTRACTOR ZACH FUENTES LLC				9. COMPANY NAME				10. STREET ADDRESS 6623 ELECTRIC AVE				11. CITY Warrenton				12. STATE VA				13. ZIP CODE 20187			
14. TO:				15. NAME OF CONTRACTOR				16. COMPANY NAME				17. STREET ADDRESS				18. CITY				19. STATE				20. ZIP CODE			
21. TO:				22. NAME OF CONTRACTOR				23. COMPANY NAME				24. STREET ADDRESS				25. CITY				26. STATE				27. ZIP CODE			
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If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ _____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ Inspected, ☐ accepted, ☐ received by me
and conforms to contract. Items listed below have been rejected for the reasons indicated.

REPORT OF REJECTIONS

OPTIONAL FORM 347 (Rev. 2/2012) (BACK)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

04/13/2020

ORDER NO.

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	2400 Fuhs Ave Bldg 10 Gallup, NM 87301 Admin Office: Navajo Area Office PO Box 9020 Window Rock AZ 86515					
1	GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 Accounting Info: 2020.J54AR0D.26048 Appr. Yr.: 2020 CAN: J54AR0D Object Class: 26048 Funded: \$523,500.00				523,500.00	
2	SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500 Accounting Info: 2020.J54AR0F.26048 Appr. Yr.: 2020 CAN: J54AR0F Object Class: 26048 Funded: \$523,500.00				523,500.00	
3	CHINLE SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 Accounting Info: 2020.J54AR0A.26048 Appr. Yr.: 2020 CAN: J54AR0A Object Class: 26048 Funded: \$523,500.00 Continued ...				523,500.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,570,500.00

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OPTIONAL FORM 348 (Rev. 8/2008)
Prescribed by DSA FAR (48 CFR) 83.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
04/13/2020

CONTRACT NO.

ORDER NO.
75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
4	KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$349,000.00 Accounting Info: 2020.J54AR0E.26048 Appr. Yr.: 2020 CAN: J54AR0E Object Class: 26048 Funded: \$349,000.00				349,000.00	
5	CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$174,500.00 Accounting Info: 2020.J54AR0B.26048 Appr. Yr.: 2020 CAN: J54AR0B Object Class: 26048 Funded: \$174,500.00				174,500.00	
6	GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: Unit Price: Total Price: \$1,396,000.00 Accounting Info: 2020.J54U989.26065 Appr. Yr.: 2020 CAN: J54U989 Object Class: 26065 Funded: \$1,396,000.00 ***** Point of Contact (POC): Name: Loretta Christensen Phone: 928-871-5813 The POC is primarily responsible for monitoring the technical progress including Continued ...				1,396,000.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$1,919,500.00	

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OPTIONAL FORM 348 (Rev. 4/2008)
Prescribed by GSA FPMR (48 CFR) 301.117

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

04/13/2020

ORDER NO.

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	surveillance and assessment of performance for this contract. Administrative Contracting Officer (CO): Michelle James, Contract Specialist, (928) 871-5841. Per FAR Subpart 1.602-2(d), the CO determines that this order does not require a Contracting Officer Representative (COR). **INVOICE SUBMISSION: The Contractor shall submit invoices once in accordance with FAR Clause 52.212-4(g) by regular postal mail to: Navajo Area Office Attn: Finance Department P.O. Box 9020 Window Rock, Arizona 86515 Additionally, the Contractor is required to include its Data Universal Numbering System (DUNS) number on each invoice. For additional information about the Dun & Bradstreet (D&B) DUNS number, please visit http://fedgov.dnb.com/webform. Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc. All information set forth in FAR Clause 52.212-4(g), Invoice, must be included in all invoices for it to constitute a proper invoice. In accordance with OMB Memorandum, M-11-32, Agencies shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this (15 day) accelerated period, the contractor will not be given a late-payment interest Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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OPTIONAL FORM 348 (Rev. 4/2008)
Prescribed by GSA, FAR (48 CFR) 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

6

IMPORTANT: Mark all packages and papers with contract and line order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

75H71020P01137

04/13/2020

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged by means of this memorandum. All small businesses shall label all invoices as "Small Business." Additionally, in accordance with OMB Memorandum, M-12-16, all prime contractors are encouraged to disburse funds received from the Federal Government to their small business subcontractors in a prompt manner. To assist prime contractors in expediting contractor payments to small business subcontractors, Agencies shall, to the full extent permitted by law, temporarily establish an earlier, accelerated date for making agency payments to all prime contractors. Consistent with OMB Memorandum M-11-32 above, Agencies shall have a goal of paying all prime contractors within 15 days of receiving proper documentation. In an effort to support small business growth, drive economic activity and job creation, the Contractor is encouraged to accelerate payments to their small business subcontractors. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. Additional Applicable Federal Acquisition Regulations (FAR) Clauses: 52.204-7 System Award Management (Oct 2016) 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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Prescribed by OSAFAR (48 CFR) 52.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

7

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

04/13/2020

ORDER NO.

75H71020P01137

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Orders-Commercial Items (Mar 2020) 52.229-3 Federal, State, and Local Taxes (Feb 2013) 52.232-18 Availability of Funds (Apr 1984) 52.232-33 Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) The total amount of award: \$3,490,000.00. The obligation for this award is shown in box 17(i).					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

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PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2005)

Prescribed by GSA FPMR (41 CFR) 101-11.6

EXHIBIT 7

Benjamin Keime

From: Zach Fuentes <(b) (6)>
Sent: Wednesday, April 29, 2020 3:11 PM
To: 'James, Michelle (IHS/NAV)'
Cc: (b) (6)
Subject: RE: Potential Spam: Check-in

Hi Michelle,

7:45AM is great.

We are officially in SAM.gov as a Service-Disabled-Veteran, Minority-Owned, Small Business!!

There are 250K masks headed your way. There will be a shipment of 50K and then 200K. 50K should be there Thu/Fri and the next 200K are expected to be there soon after. The final 750K should arrive by the end of next week.

Our cost was actually lower than originally quoted, and the new price per mask is \$3.24. That will save you \$250,000.00. Our priority is, and will always be, to make sure the men and women that need access to PPE have it. We will never gouge our customers, and we will continue to enforce a strict policy of rebates, should our profits exceed acceptable thresholds.

We've been approved as an authorized (b) (4) We can talk more tomorrow, but you will be able to order from us, and it will ship directly from (b) (4)

It is my sincere desire that we fulfill our commitment to our customers and deliver the highest quality PPE at reasonable prices.

I look forward to talking tomorrow.

Stay Safe!

Best,

Zach

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Wednesday, April 29, 2020 12:46 PM
To: Zach Fuentes (b) (6)
Cc: (b) (6)
Subject: RE: Potential Spam: Check-in

7:45am so 9:45am your time.

I only have about 10 mins before I have to log into my class.

Also could you provide an update for the KN95 masks and your DUNS #?

From: Zach Fuentes <(b) (6)>
Sent: Wednesday, April 29, 2020 10:21 AM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: (b) (6)
Subject: RE: Potential Spam: Check-in

That would be wonderful!

What time works?

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Wednesday, April 29, 2020 12:01 PM
To: Zach Fuentes <(b) (6)>
Cc: (b) (6)
Subject: RE: Potential Spam: Check-in

Hi Zach,

I'm in class this week. Maybe we could try tomorrow morning before my class starts?

Michelle

From: Zach Fuentes <(b) (6)>
Sent: Tuesday, April 28, 2020 12:35 PM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: (b) (6)
Subject: Potential Spam: Check-in

Hi Michelle,

Is there a good time for us to connect today? We have some great news!

Best,
Zach

EXHIBIT 8

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Navajo Area Office PO Box 9020 Window Rock AZ 86515		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ZACH FUENTES LLC 1559522 Attn: ZACHARY FUENTES ZACH FUENTES LLC 6623 ELECTRIC AVE WARRENTON VA 20187-2700		(A) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1559522 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. 75H71020P01137		10B. DATED (SEE ITEM 13) 04/13/2020	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule Net Decrease: -\$250,000.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.212-4 (c) - Changes. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Order no. 75H71020P01137 is hereby modified for the following reasons: -Price reduced from [REDACTED] to (b) (4) per mask. -Delivery date changed from May 8, 2020 to May 29, 2020.					
LIST OF CHANGES: Reason for Modification: Other Administrative Action Total Amount for this Modification: -\$250,000.00 New Total Amount for this Version: \$3,240,000.00 New Total Amount for this Award: \$3,240,000.00 Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEEANDRA SALABYE			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA 05/12/2020	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75W71 020P01137/P00001PAGE OF
2 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount for this Modification: -\$250,000.00 New Total Obligated Amount for this Award: \$3,240,000.00 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 to GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: (b) (4) Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AROD.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500 to SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$486,000 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AROF.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 3 Description changed from CHINLE SERVICE UNIT Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75H71020P01137/P00001

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NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 to CHINLE SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: Unit Price: \$3.24 ea Total Price: \$486,000.00 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0A.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: Unit Price: Total Price: \$349,000.00 to KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: Unit Price: \$3.24 ea Total Price: \$324,000.00 Total Amount changed from \$349,000.00 to \$324,000.00 Obligated Amount for this Modification: -\$25,000.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$349,000.00 to \$324,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0E.26048 Amount changed from \$349,000.00 to \$324,000.00 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: Unit Price: Total Price: \$174,500.00 to CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75H71020P01137/P00001PAGE OF
5 8NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$162,000.00 Total Amount changed from \$174,500.00 to \$162,000.00 Obligated Amount for this Modification: -\$12,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$174,500.00 to \$162,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54AROB.26048 Amount changed from \$174,500.00 to \$162,000.00 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$1,396,000.00 to GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$1,296,000.00 Total Amount changed from \$1,396,000.00 to \$1,296,000.00 Obligated Amount for this Modification: -\$100,000.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$1,396,000.00 to \$1,296,000.00 CHANGES FOR ACCOUNTING CODE: 2020.J54U989.26065 Amount changed from \$1,396,000.00 to \$1,296,000.00 LIST OF CHANGES: Reason for Modification: Other Administrative Action Total Amount for this Modification: -\$250,000.00 New Total Amount for this Version: \$3,240,000.00 New Total Amount for this Award: \$3,240,000.00 Obligated Amount for this Modification: -\$250,000.00 New Total Obligated Amount for this Award: Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$3,240,000.00 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 to GALLUP SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$486,000 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0D.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500 to SHIPROCK SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: \$3.24 ea Total Price: \$486,000 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0F.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 3 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Description changed from CHINLE SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$523,500.00 to CHINLE SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: Unit Price: \$3.24 ea Total Price: \$486,000.00 Total Amount changed from \$523,500.00 to \$486,000.00 Obligated Amount for this Modification: -\$37,500.00 CHANGES FOR DELIVERY LOCATION: THSNAVAJO Amount changed from \$523,500.00 to \$486,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AROA.26048 Amount changed from \$523,500.00 to \$486,000.00 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$349,000.00 to KAYENTA SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: Unit Price: \$3.24 ea Total Price: \$324,000.00 Total Amount changed from \$349,000.00 to \$324,000.00 Obligated Amount for this Modification: -\$25,000.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$349,000.00 to \$324,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AROE.26048 Amount changed from \$349,000.00 to \$324,000.00 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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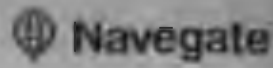
NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Qty: (b) (4) Unit Price: [REDACTED] Total Price: \$174,500.00 to CROWNPOINT SERVICE UNIT KN95 Respiratory Masks, FDA, CE Certified Qty: [REDACTED] Unit Price: \$3.24 ea Total Price: \$162,000.00 Total Amount changed from \$174,500.00 to \$162,000.00 Obligated Amount for this Modification: -\$12,500.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$174,500.00 to \$162,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54AR0B.26048 Amount changed from \$174,500.00 to \$162,000.00 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$1,396,000.00 to GALLUP REGIONAL SUPPLY SERVICE CENTER KN95 Respiratory Masks, FDA, CE Certified Qty: (b) (4) Unit Price: (b) (4) Total Price: \$1,296,000.00 Total Amount changed from \$1,396,000.00 to \$1,296,000.00 Obligated Amount for this Modification: -\$100,000.00 CHANGES FOR DELIVERY LOCATION: IHSNAVAJO Amount changed from \$1,396,000.00 to \$1,296,000.00 Delivery Date changed from 05/08/2020 to 05/29/2020 CHANGES FOR ACCOUNTING CODE: 2020.J54U989.26065 Amount changed from \$1,396,000.00 to \$1,296,000.00 Discount Terms: IHS NET 30 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
ZACH FUENTES LLC 1559522

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: IHSNAVAJO P.O. BOX 9020 WINDOW ROCK AZ 86515 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME				

EXHIBIT 9



SHIP	DATE	TIME	FROM	TO	STATUS
1	10/10/2017	10:00	NEW YORK	LOS ANGELES	OK
2	10/10/2017	10:00	NEW YORK	LOS ANGELES	OK
3	10/10/2017	10:00	NEW YORK	LOS ANGELES	OK
4	10/10/2017	10:00	NEW YORK	LOS ANGELES	OK
5	10/10/2017	10:00	NEW YORK	LOS ANGELES	OK
6	10/10/2017	10:00	NEW YORK	LOS ANGELES	OK
7	10/10/2017	10:00	NEW YORK	LOS ANGELES	OK
8	10/10/2017	10:00	NEW YORK	LOS ANGELES	OK
9	10/10/2017	10:00	NEW YORK	LOS ANGELES	OK
10	10/10/2017	10:00	NEW YORK	LOS ANGELES	OK

General Ledger Number	10000000
E. ORDER	CAROLINE
SHIP	THOMSON/STANLEY INC
SHIP NAME	
SHIP	
SHIP NUMBER	
1. Goods (Goods) Some (Goods) (Goods) are	
2. Goods (Goods) Some (Goods) (Goods) are	
3. Goods (Goods) Some (Goods) (Goods) are	
4. Goods (Goods) Some (Goods) (Goods) are	
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7. Goods (Goods) Some (Goods) (Goods) are	
8. Goods (Goods) Some (Goods) (Goods) are	
9. Goods (Goods) Some (Goods) (Goods) are	
10. Goods (Goods) Some (Goods) (Goods) are	

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(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER
(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER
(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER
(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER
(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER
(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER
(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER
(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER	SHIP ORDER NUMBER
(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

Date: 05-14-2020

NONNEGOTIABLE - SHORT FORM BILL OF LADING - MASTER

Page 1

SHIP FROM	
Name: UTL INTERNATIONAL	
Address: 15111 S FIGUEROA ST	
City/State/Zip: GARDENA, CA 90248	
SIC#	FOB
SHIP TO	
Name: HENRY Logistics	
Address: 2400 FUHS AVE BLDG 10	
City/State/Zip: Overland Park, KS 66211	
SIC#	FOB
THIRD PARTY FREIGHT CHARGES BILL TO	
Name: HENRY Logistics	
Address: 5200 W 110th St	
City/State/Zip: Overland Park, KS 66211	
SIC#	FOB

Bill of Lading Number: 8281231395



30mins Load Number: HNRV900104205

CARRIER NAME: P&H Exact

Trail Number

Seal Number(s)

SCAC: FEX00

Pro Number: Jrc



Freight Charge Terms: (Prepaid charges prepaid unless marked)

Prepaid _____ Collected _____ 3rd Party _____

(check box) Master Bill of Lading with attached underlying Bill of Lading

CUSTOMER ORDER INFORMATION				
CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLET SLIP YES or NO	ADDITIONAL SHIPPER INFO
DEGX09889662	(b) (4)	(b) (4)		
GRAND TOTAL	(b) (4)	(b) (4)		

CARRIER INFORMATION										
HANDLING UNIT		PACKAGE		WEIGHT	HM (K)	L	W	H	COMMODITY DESCRIPTION	LTL ONLY
QTY	TYPE	QTY	TYPE							
(b) (4)						40	48	70	DISPOSABLE SURGICAL MASK	

Where this rate is dependent on value, shippers are required to state specifically the value of the property as follows:

The agreed declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____

COD Amount: \$ _____

Fee Terms: Collected _____ Prepaid _____

Customer check acceptable: _____

Liability limitation for loss or damage on this shipment may be applicable See 49 U.S.C. §14706 (c)(1)(A) and (B).

RECEIVED subject to indemnity determined by or contracts that have been agreed upon in writing between the carrier and shipper. If any other contract or the rules, regulations and conditions have been established by the carrier and are available to the shipper, in person and all applicable state and federal regulations.

If the shipment is to be delivered to the consignee without receipt on the commodity, the consignee shall sign the bill of lading and receipt. The carrier may decline to make delivery of the shipment without payment of freight and all other charges.

Signature of consignee

SHIPPER SIGNATURE / DATE

To certify that the above named materials are properly packed, packed, marked and labeled and are in proper condition for transport in accordance with the applicable DOT regulations.

CONSIGNEE SIGNATURE

PRINT NAME

DATE

CHECK #

CARRIER SIGNATURE / PICKUP DATE

Carrier acknowledges receipt of: (signature and required placards)

Carrier certifies that the above named materials were properly packed and labeled in accordance with the DOT regulations and that the carrier has provided the necessary documentation in the vehicle property description sheet is received in good order, subject to rules.

5-14-20

Edison Harvey 5/18/20

to me, Lei, Sherman ▾

Dear Sia,

Shipment has been delivered. Thanks

Delivered as follows:(Times are in CEN)

Deliver-A

GALLUP REGIONAL SUPPLY

2400 FUHS AVE BLDG 10

GALLUP, NM 87301

IN: 05/16/2020 04:09 _____

OUT: 05/16/2020 10:19 _____

BOL: S00430017

POD: JERROD BEKIS

...

[Message clipped] [View entire message](#)

Noted.

Well received.

Thanks.



Reply



Reply all



Forward



EXHIBIT 10



INVOICE

Indian Health Services Navajo Area Office

Invoice Date
May 15, 2020

Invoice Number
INV-0004

Reference
Order: 75H71020P01137

Zach Fuentes LLC
6623 Electric Ave
WARRENTON VA 24801
UNITED STATES

Description	Quantity	Unit Price	Tax	Amount USD
KN95 Masks	(b) (4)		Tax Exempt	164,500.00
Subtotal				164,500.00
TOTAL USD				164,500.00

Due Date: May 18, 2020

PAYMENT ADVICE

To: Zach Fuentes LLC
6623 Electric Ave
WARRENTON VA 24801
UNITED STATES

Customer Indian Health Services Navajo
Area Office

Invoice Number INV-0004

Amount Due 164,500.00

Due Date May 18, 2020

Amount Enclosed

Enter the amount you are paying above



INVOICE

Indian Health Services Navajo Area Office

Invoice Date
May 21, 2020

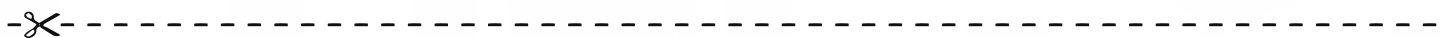
Invoice Number
INV-0009

Reference
Order No
75H71020P01137

Zach Fuentes LLC
6623 Electric Ave
WARRENTON VA 24801
UNITED STATES

Description	Quantity	Unit Price	Tax	Amount USD
KN95 Protectiv	950000.00	3.24	Tax Exempt	3,078,000.00
KN95 Protectiv	58300.00	3.24	Tax Exempt	188,892.00
Subtotal				3,266,892.00
TOTAL USD				3,266,892.00

Due Date: Jun 4, 2020



PAYMENT ADVICE

To: Zach Fuentes LLC
6623 Electric Ave
WARRENTON VA 24801
UNITED STATES

Customer Indian Health Services Navajo
Area Office

Invoice Number INV-0009

Amount Due 3,266,892.00

Due Date Jun 4, 2020

Amount Enclosed

Enter the amount you are paying above

EXHIBIT 11

[propublica.org](https://www.propublica.org)

Democratic Congressman Calls for Probe Into Former White House Official's \$3 Million Mask Deal

by Yeganeh Torbati

5-6 minutes

ProPublica is a nonprofit newsroom that investigates abuses of power. Sign up to receive [our biggest stories](#) as soon as they're published.

A senior Democratic congressman on Tuesday called for a watchdog probe into a \$3 million Indian Health Service contract given to a former White House official to provide masks to Navajo Nation hospitals hit hard by the coronavirus.

[ProPublica reported on Friday](#) that IHS granted the contract for 1 million respirator masks to Zach Fuentes, a former deputy chief of staff to President Donald Trump, 11 days after Fuentes formed his company. The contract was granted with limited competitive bidding.

IHS told ProPublica last week that 247,000 of the masks delivered by Fuentes' company may be unsuitable for medical use, and that an additional 130,400 were not the type specified in the procurement data.

During testimony on Tuesday by the Department of Health and Human Services' principal deputy inspector general, Christi Grimm, before the House Committee on Oversight and Reform, Rep. Gerry Connolly of Virginia mentioned the ProPublica report and asked Grimm if her office would be looking into the contract and how it was awarded. IHS is housed within HHS.

"We've talked about waste, fraud and abuse," Connolly said.

"Here is a prime candidate — don't want to prejudge — but there's something suspicious about awarding a contract to somebody who has no experience, who formed his company 11 days before the award of the contract, and provided unsuitable equipment reportedly to just a devastated community, the Navajo Nation. It seems to me a prime candidate for your office to look at."

Grimm said she could not "confirm the existence of an investigation" and said her office would be in touch with Connolly's to get more information after the hearing.

"We will take a look at that issue," she said. A spokeswoman for the HHS inspector general's office, Katherine Harris, said in a brief phone call that her office is in touch with Connolly's and other stakeholders in Congress on contracting issues related to the coronavirus.

A second Democratic congressman, Rep. Ruben Gallego of Arizona, also called for an investigation into the contract, in a statement to ProPublica on Tuesday.

"Since the start of this crisis the Trump administration has failed to provide adequate and timely assistance to the Navajo Nation

and the rest of Indian Country to fight the COVID-19 pandemic,” Gallego said. “Now it seems like this administration awarded contracts for critical PPE supplies to Trump cronies that they couldn’t even deliver on. This is a disgrace that must be fully investigated.”

Fuentes, IHS and Connolly’s office did not immediately respond to requests for comment. Fuentes previously said that connections to the Trump White House played no role in his winning the contract.

On Sunday, IHS told ProPublica that 130,400 masks that Fuentes provided were being reviewed “due to a potential discrepancy between the outer package labeling and the labeling on the actual product inside the package.”

The 247,000 “non-medical” KN95 masks that Fuentes’ company delivered will be accepted by IHS, but they “will not be used in a surgical environment,” the agency said.

Despite questions about whether the masks met contract specifications, IHS said it decided to formally purchase an extra 58,300 masks that Fuentes’ company delivered beyond the 1 million masks it had ordered, the agency said. The agency said it is purchasing the masks because it still needs protective equipment.

Fuentes charged \$3.24 per mask under the contract.

The Trump administration has been under sustained pressure from members of Congress to provide more funding and help for tribal communities in their fight against the pandemic. The Navajo Nation, which spans New Mexico, Arizona and Utah, has

been hit hard by the coronavirus. Last month, the Navajo Nation and other tribes sued the U.S. Treasury over what it called its “fair share” of federal coronavirus funding. A federal judge ruled in favor of the tribes in late April.

EXHIBIT 12

Benjamin Keime

From: Zach Fuentes <[REDACTED]>
Sent: Wednesday, June 10, 2020 1:21 PM
To: Benjamin Keime
Subject: FW: IHS Order

-----Original Message-----

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Friday, May 22, 2020 2:10 PM
To: Sia N Ashok <(b) (6)>
Cc: Zach Fuentes <(b) (6)>
Subject: RE: IHS Order

Let us complete the inventory count.

Already informed Zach I should have an update on Tuesday or Wednesday.

-----Original Message-----

From: Sia N Ashok [mailto:(b) (6)]
Sent: Friday, May 22, 2020 11:08 AM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: Zach Fuentes <[REDACTED]>
Subject: Re: IHS Order

Thanks for response Michelle, there could be an overage in some cases as we had to fill the boxes in order for them to be shipped but I will check on my end as well. Do you want us to go ahead and submit the invoice to IHS now?

Thank you.

Sia N Ashok

Ph: (b) (6)

On 2020-05-22 12:57, James, Michelle (IHS/NAV) wrote:

> Yes I got the confirmation this morning we are keeping the order. We
> are going to count the inventory again. If we still have an overage I
> will notify the both of you.

>

>

> -----Original Message-----

> **From:** Sia N Ashok [mailto:(b) (6)]
> **Sent:** Friday, May 22, 2020 10:53 AM
> **To:** James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>; Zach Fuentes
> <(b) (6)>
> **Subject:** IHS Order

>

> Hello Michelle,

EXHIBIT 13



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Navajo Area
Indian Health Service
P.O. Box 9020
Window Rock, Arizona 86515-9020

June 17, 2020

Zach Fuentes LLC
6623 Electric Ave.
Warrenton, VA 20187

Re: Order No. 75H71020P01137

Dear Mr. Fuentes:

This is in response to your email of June 16, 2020, which you sent to us in response to my letter of June 10, 2020. In your email, you state that your company "delivered what was ordered." We respectfully disagree. As I stated in my letter of June 10, the Order incorporated FAR 52.212-4, Contract Terms and Conditions – Commercial Items. Under FAR 52.212-4(a), the "Contractor shall only tender for acceptance those items that conform to the requirements of this contract."

The April 8 quote submitted by your company and accepted by the Indian Health Service included product descriptions and other supporting documentation for Mezzorison KN95 masks. Upon final inspection of the masks that ultimately were delivered, however, it was found that the masks delivered were produced by at least four different manufacturers based in China, and that none of the masks delivered were the Mezzorison KN95 masks specified in the quote that the Agency accepted. Because your company did not deliver the Mezzorison KN95 masks that were identified in the quote, the Agency has exercised its rights under FAR 52.212-4 to reject those items that do not "conform to the requirements of this contract."

We trust that this letter clarifies any confusion regarding the Agency's position. Inasmuch as the Agency has opted to reject the nonconforming masks delivered (as opposed to terminating the Order for cause), attached for your consideration is a no-cost settlement agreement terminating all obligations of Zach Fuentes LLC under this Order, except for the removal of all masks delivered to the Agency under the terms of the Order. Please sign and return the no-cost settlement agreement to me no later than June 22, 2020. I will then countersign and return a copy of the settlement agreement to you and provide information for point of contact in the IHS warehouse where the masks are currently being stored.

Sincerely,

Deeandra Salabye
Contracting Officer

EXHIBIT 14

From: [Zach Fuentes](#)
To: [Benjamin Keime](#)
Subject: FW: FDA certification
Date: Wednesday, June 10, 2020 1:21:59 PM
Attachments: [Inuan.pdf](#)

-----Original Message-----

From: Zach Fuentes <[REDACTED]>
Sent: Tuesday, May 26, 2020 2:31 PM
To: 'James, Michelle (IHS/NAV)' <Michelle.James@ihs.gov>
Cc: (b) (6) <(b) (6)>
Subject: RE: FDA certification

Hi Michelle,

Attached, please find FDA registration.

Thanks,
Zach

-----Original Message-----

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Tuesday, May 26, 2020 1:55 PM
To: Zach Fuentes <[REDACTED]> (b) (6)
Subject: FDA certification

Can you please provide the FDA certification for the attached mask? I need this information as soon as possible. Thank you.

U.S. Department of Health & Human Services

FDA U.S. FOOD & DRUG ADMINISTRATION

Home Food Drugs Medical Devices Radiation-Emitting Products Vaccines, Blood & Biologics Animal & Veterinary Cosmetics Tobacco Products

Establishment Registration & Device Listing

FDA Home Medical Devices Databases

New Search Back To Search Results

Proprietary Name:	KN95
Classification Name:	RESPIRATOR, SURGICAL
Product Code:	MSH
Device Class:	2
Regulation Number:	678.4040
Medical Specialty:	General & Plastic Surgery
Registered Establishment Name:	QINGDAO OPIS COMMODITY CO., LTD
Registered Establishment Number:	3016665736
Owner/Operator:	Qingdao OPIS Commodity Co., Ltd
Owner/Operator Number:	10063388
Establishment Operations:	Manufacturer

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U.S. Food and Drug Administration
 10903 New Hampshire Avenue
 Silver Spring, MD 20993
 Tel: 1-888-211-8352 / 1-888-461-6332

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U.S. Department of Health & Human Services

<https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfRL/rl.cfm?lid=678524&lpcd=MSH>



<http://www.opiscn.com/>

From: [Zach Fuentes](#)
To: [Benjamin Keime](#)
Subject: FW: FDA Registrations
Date: Wednesday, June 10, 2020 1:23:42 PM
Attachments: [130K-KN95-FDA.pdf](#)
[695K-KN95-FDA.pdf](#)

From: Zach Fuentes <(b) (6)>
Sent: Wednesday, May 20, 2020 4:48 PM
To: 'James, Michelle (IHS/NAV)' <Michelle.James@ihs.gov>
Cc: 'Sia N Ashok' <(b) (6)>
Subject: FDA Registrations

Hi Michelle,

Attached, please find the FDA registrations, with links for verification.

Thanks,
Zach

U.S. Department of Health & Human Services

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Establishment Registration & Device Listing

FDA Home Medical Devices Databases

1 result found for **Owner Operator Number :** 10067849 [New Search](#)

Establishment Name	Registration Number	Current Registration Yr
GUANGDONG JIN JUN LIAN MEDICAL TECHNOLOGY CO., LTD.	CHINA 3016780275	2020
- Respirator, Surgical - Folding Protective Mask, JJK-N95 - Face Mask / Except N95 Respirator For General Public/Healthcare Personnel Per the Guidance - KN95 Protective Respirator, JJK-KN95	Manufacturer	Manufacturer

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Proprietary Name: KN95 Protective respirator, JJK-KN95

Classification Name: FACE MASK (EXCEPT N95 RESPIRATOR) FOR GENERAL PUBLIC/HEALTHCARE PERSONNEL PER THE GUIDANCE

Product Code: QKR

Device Class: Not Classified

Registered Establishment Name: [GUANGDONG JIN JUN LIAN MEDICAL TECHNOLOGY CO., LTD.](#)

Registered Establishment Number: 3016780275

Owner/Operator: [Guangdong Jin Jun Lian Medical Technology Co., Ltd.](#)

Owner/Operator Number: 10067849

Establishment Operations: Manufacturer

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Home Food Drugs Medical Devices Radiation-Emitting Products Vaccines, Blood & Biologics Animal & Veterinary Cosmetics Tobacco Products

Establishment Registration & Device Listing

FDA Home Medical Devices Databases

1 result found for Owner/Operator Number : 10064686

New Search

Establishment Name	Registration Number	Current Registration Yr
RICH RESOURCE GLOBAL SUPPLY CHAIN (GUANGZHOU) CO., LTD.	3016890400	2020

Accessory, Surgical Apparel - Disposable Face Mask: HY-1, KN95 Protective Face Mask: HY-95

Foreign Exporter, Manufacturer

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Establishment Registration & Device Listing

FDA Home Medical Devices Databases

New Search Back To Search Results

Proprietary Name: Disposable Face Mask: HY-1, KN95 Protective Face Mask: HY-95

Classification Name: ACCESSORY, SURGICAL APPAREL

Product Code: LYU

Device Class: 1

Registration Number: 828,8040

Medical Specialty: General & Plastic Surgery

Registered Establishment Name: **RICH RESOURCE GLOBAL SUPPLY CHAIN (GUANGZHOU) CO., LTD.**

Registered Establishment Number: 3016890400

Owner/Operator: **Rich Resource Global Supply Chain (Guangzhou) CO., LTD.**

Owner/Operator Number: 10064686

Establishment Operations: Foreign Exporter, Manufacturer

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U.S. Food and Drug Administration

Combination Products

U.S. Department of Health & Human Services

<https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfRL/rl.cfm?lid=656600&lpcd=LYU>

EXHIBIT 15



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Navajo Area
Indian Health Service
P.O. Box 9020
Window Rock, Arizona 86515-9020

June 10, 2020

Dear Mr. Fuentes:

As you know, on April 13, 2020, the Indian Health Service purchased 1 million "KN95 Respiratory Masks, FDA, CE Certified" from Zach Fuentes LLC. The Order incorporated FAR 52.212-4, Contract Terms and Conditions – Commercial Items.

Under FAR 52.212-4(a), the "Contractor shall only tender for acceptance those items that conform to the requirements of this contract." Although you were notified in an email dated April 13, 2020, that the sample masks sent by your firm had been accepted, the samples were unmarked. The Agency has now completed its preliminary inspection of the masks that were subsequently delivered, and has concluded, that the items tendered for acceptance do not conform to the terms of the Order. Instead of the Mezzorison masks that were referenced in the April 8 quote submitted to the Agency, the inspection of the masks delivered subsequently revealed that the shipments included masks from at least four manufacturers other than Mezzorison.

Although FAR 52.212-4(a) authorizes the Government to "require repair or replacement of nonconforming supplies," or to request an equitable price reduction or adequate consideration for acceptance of nonconforming supplies, under the circumstances of this acquisition, the Indian Health Service has determined that it is appropriate to enter into a no-cost termination under which Zach Fuentes, LLC will promptly retrieve the masks delivered under the terms of the Order at a time that is mutually acceptable to you and the Indian Health Service. Your prompt attention to this matter will be appreciated.

Sincerely,

DeeAndra Salabye
Contracting Officer

EXHIBIT 16

[propublica.org](https://www.propublica.org)

The Feds Gave a Former White House Official \$3 Million to Supply Masks to Navajo Hospitals. Some May Not Work.

by Yeganeh Torbati and Derek Willis

8-9 minutes

ProPublica is a nonprofit newsroom that investigates abuses of power. Sign up to receive [our biggest stories](#) as soon as they're published.

A former White House aide won a \$3 million federal contract to supply respirator masks to Navajo Nation hospitals in New Mexico and Arizona 11 days after he created a company to sell personal protective equipment in response to the coronavirus pandemic.

Zach Fuentes, President Donald Trump's former deputy chief of staff, secured the deal with the Indian Health Service with limited competitive bidding and no prior federal contracting experience.

The IHS told ProPublica it has found that 247,000 of the masks delivered by Fuentes' company — at a cost of roughly \$800,000 — may be unsuitable for medical use. An additional 130,400, worth about \$422,000, are not the type specified in the

procurement data, the agency said.

What's more, the masks Fuentes agreed to provide — Chinese-made KN95s — have come under intense scrutiny from U.S. regulators amid concerns that they offered inadequate protection.

"The IHS Navajo Area Office will determine if these masks will be returned," the agency said in a statement. The agency said it is verifying Fuentes' company's April 8 statement to IHS that all the masks were certified by the Food and Drug Administration, and an FDA spokesperson said the agency cannot verify if the products were certified without the name of the manufacturer.

Hospitals in the Navajo Nation, which spans Utah, New Mexico and Arizona, have been desperate for protective supplies as the numbers of coronavirus infections and deaths have grown quickly. As of Friday, the Navajo Nation reported 4,434 COVID-19 cases and 147 deaths, a crisis that has prompted outcries from members of Congress and demands for increased funding.

Fuentes initiated email contact with officials at IHS, a division of the Department of Health and Human Services, the agency said. After the contact, the agency informally solicited prices from a handful of face mask providers and chose Fuentes of the six companies that responded because his firm offered the best price and terms, IHS said. Fuentes also benefited from government procurement rules favoring veteran- and minority-owned businesses, the procurement data shows.

Fuentes said political connections to the Trump White House

played no role in his company's selection. "Nobody referred me from the White House. It was nothing like that," he said.

"Emphatically no."

The White House did not respond to a question about Fuentes' contract.

IHS told ProPublica that Fuentes' company reported that the masks were made in China, but the agency did not specify the manufacturer. Federal contracting records show without explanation that Fuentes refunded \$250,000 to the IHS this month, and he said in an interview last week that he gave back money when he procured masks at a slightly reduced cost.

"We went back to IHS and said, 'We were able to get this cheaper,'" Fuentes said. "We will never gouge our customers."

Fuentes referred questions about the mask manufacturer and FDA certifications to his consultant, Sia N. Ashok, a business school classmate. In a phone interview, Ashok declined to name the manufacturer because it could violate the company's contract, she said.

Ashok said the company lived up to the terms of its contract with IHS and has all the FDA certifications it needs in place.

"If the customer or IHS or anyone has any issues with anything, we would be more than happy to replace," she said.

Fuentes' contract price of \$3.24 per mask is more expensive than the pre-pandemic rate of about \$1 per mask, but far less than what some government entities have paid at the height of the crisis. Mask costs can vary widely depending on availability,

demand, quality and exact specifications.

Fuentes is a retired Coast Guard officer and protege of former White House chief of staff John Kelly. He formerly served as Kelly's military aide while he was secretary of the Department of Homeland Security, and Fuentes followed Kelly to the White House. In December 2018, as Kelly prepared to leave, The New York Times reported that Fuentes had told associates he planned to "hide out" in a vague role at the White House until he qualified for a Coast Guard early retirement program. Fuentes retired in January from the Coast Guard after 15 years of service. He said his retirement was for medical reasons.

He jumped into the federal contracting world in April at a time of great opportunity — and high risk. The coronavirus pandemic loosened many federal procurement rules as agencies scrambled to respond to a national emergency. But as supplies of personal protective equipment ran out and many countries restricted exports, delivering on contracts became more difficult, and agencies have wrestled with incomplete orders, cancellations and possible counterfeit goods.

N95 masks were so scarce that the FDA in April allowed the use of some Chinese masks that had not been certified by U.S. regulators. But in recent weeks, the FDA narrowed its guidance after tests indicated that some of the products were not as effective as they should be, and it tightened restrictions on the use of Chinese masks by hospital and medical personnel.

Fuentes formed Zach Fuentes LLC as the emergency regulations were evolving.

In April, the FDA authorized the use of masks made by close to 90 manufacturers in China.

But the masks made by some of those manufacturers did not pass CDC tests because they did not filter out enough fine particles. In some cases, the masks failed utterly.

This month, the FDA rescinded its authorization for the vast majority of the Chinese manufacturers, published a much smaller list of respirators made by 14 approved manufacturers and tightened the standards for evaluating Chinese masks.

Eleven federal agencies, including IHS, have reported buying either KN95 masks, or N95 masks made outside the United States, according to contract data. Of those, Fuentes' contract with IHS is the second-largest that mentions KN95 masks specifically. The largest contract was struck by FEMA, for \$3.9 million, on May 4.

Overall, IHS has spent \$85.4 million to respond to COVID-19 as of May 22, signing 318 contracts with 211 vendors, according to federal procurement records. The masks provided by Fuentes went to five IHS medical facilities and to a government warehouse.

Fuentes' new company has also received a much smaller contract from the Bureau of Prisons to provide 10,000 N95 masks for \$1.31 each, according to a BOP statement to ProPublica and procurement documents.

One IHS hospital slated to receive masks from Fuentes is the Gallup Indian Medical Center in New Mexico. A doctor there, who declined to be named because he was not authorized to

speak publicly, said the facility initially had a shortage of protective equipment. Conditions have improved thanks to federal purchases and donations, he said, though staffers still have to reuse masks up to five times each, he said.

"IHS facilities have sufficient quantities of N95 respirators at this time," an agency spokesman said.

Do you have access to information about federal contracts that should be public? Email yeganeh.torbati@propublica.org. Here's how to send tips and documents to ProPublica securely.

EXHIBIT 17

Congress of the United States
Washington, DC 20510

May 27, 2020

Rear Admiral Michael Weahkee
Director
Indian Health Service
5600 Fishers Lane
Rockville, MD 20857

Dear Admiral Weahkee:

We write concerning reports about large numbers of possibly substandard KN95 respirator masks supplied to Indian Health Service (IHS) hospitals serving the Navajo Nation in New Mexico and Arizona under a \$3 million federal procurement contract with Zach Fuentes LLC.¹ You committed to providing details on the circumstances of procurement and supply of these masks on a May 23rd call with the New Mexico congressional delegation.

Accordingly, we request a full report, including a full listing of the facilities that were scheduled to receive the masks, and answers to the following:

1. Under what circumstances did IHS become aware of and enter into a contract with Zach Fuentes LLC? What safeguards did IHS deploy to ensure that this new contractor was qualified and able to meet the terms of the contract?
2. Did IHS verify that the KN95 masks supplied by Zach Fuentes LLC met all Food and Drug Administration standards?
3. What measures did IHS take to ensure personal protective equipment (PPE) provided under this contract was not faulty before distribution and use?
4. What portion of the masks sent to IHS under this contract has the IHS distributed to date? Has IHS recalled those masks or determined if any masks resulted in the potential exposure of IHS or Tribal medical personnel?
5. Does IHS plan to return the faulty masks or seek a refund from the contractor?
6. What protocols are in place to guard against IHS procuring substandard PPE? How does IHS generally prevent against substandard PPE from entering the field?
7. How will IHS ensure that the Navajo Service Area has sufficient PPE to replace the unsuitable masks? What is IHS headquarters doing more generally to meet current PPE demand with sufficient and quality supplies?

With nearly 5,000 positive cases and over 150 deaths, the Navajo Nation has reported the highest per capita COVID-19 infection rate in the U.S. The IHS facilities serving the Tribe are in dire

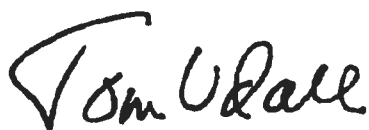
¹ *The Feds Gave a Former White House Official \$3 Million to Supply Masks to Navajo Hospitals. Some May Not Work*, available at <https://www.propublica.org/article/the-feds-gave-a-former-white-house-official-3-million-to-supply-masks-to-navajo-hospitals-some-may-not-work>

need of PPE to combat the virus and ensure medical personnel are protected from potential exposure. Accordingly, we are also concerned by reports that the federal contract to supply PPE to the Navajo IHS Service Area was awarded to a company established by a former senior official in the White House with limited competitive bidding and no prior federal contracting experience.

We therefore additionally request that the contracting officer who executed the contract provide a briefing to our offices as soon as possible. We are particularly interested in learning the circumstances in which the contract was awarded with the IHS only 11 days after it was created to sell PPE in response to the coronavirus, and whether IHS policies and procedures and federal acquisition regulations were followed.

As Tribes in New Mexico and Arizona continue to battle this deadly virus now and into the future, it is critical that IHS follows all federal acquisition procedures to ensure the facilities that serve Tribes receive quality materials and supplies they need to keep patients and personnel safe. We look forward to your prompt response.

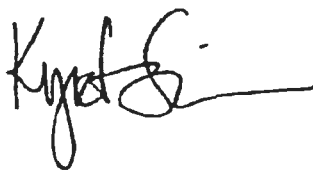
Sincerely,



Tom Udall
U.S. Senator

/s/

Martin Heinrich
U.S. Senator



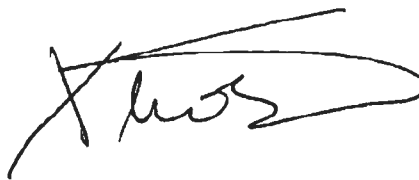
Kyrsten Sinema
U.S. Senator



Deb Haaland
U.S. Representative

/s/

Ben Ray Lujan
U.S. Representative



Xochitl Torres Small
U.S. Representative



Raúl Grijalva
U.S. Representative



Ruben Gallego
U.S. Representative



Tom O'Halleran
U.S. Representative

cc: HHS Deputy Secretary Hargan
Acting HHS Inspector General Christi Grimm
Bob Westbrook, Executive Director, Pandemic Response Accountability Committee

Souther, James (IHS/HQ)

From: Sia N Ashok (b) (6)
Sent: Wednesday, May 20, 2020 11:37 AM
To: James, Michelle (IHS/NAV); Zach Fuentes
Subject: 130K - KN95s delivered on 05/18
Attachments: 130K_KN95_Pic01.PNG; 130K_KN95_Pic02.PNG

Hello Michelle,

I have attached the pictures from the 130k KN95s that were delivered on Monday, we have all the certifications in place (FDA and CE) and the packaging also confirms that these are KN95 FFP2 Protective masks (FFP basically stands for the standard - Filtering Face Piece, level 2). I can replace them if needed, but wanted to check with you to be sure that we are on the same page.

--

Thank you.

Sia N Ashok
Ph: [REDACTED]

no

PROTECTIVE RESPIRATOR

This product is a non-~~reusable~~ re-usable device

FFP2

KN95

10



JJO[®]

Protective respirator

FFP2

Particulate Filtration Efficiency
respirator is not less than 95%



KN95

EN 149:2001+A1:2009

GB 2626-2006 KN95

CE

Souther, James (IHS/HQ)

From: Sia N Ashok <s(b) (6)>
Sent: Monday, May 18, 2020 4:35 PM
To: James, Michelle (IHS/NAV); Zach Fuentes
Subject: Deliveries to IHS - KN95 Protective Masks
Attachments: BOL_25K Delivery.jpg; BOL_50K Delivery.jpg; BOL_130KDelivery.jpg

Hello Michelle,

Hope you had a good weekend. I wanted to provide you a quick update on the deliveries and also follow up on what has been delivered so far.

Delivered so far, could you please confirm if you have received the following shipments (I have attached a copy of the signed BOL by the receiving agent at Gallup Receiving Center).

50K KN95 Masks - Delivered on 05/05/2020 25K KN95 Masks - Delivered on 05/16/2020 - Signed By Jerrod Bekis 130k KN95 Masks - Delivered on 05/18/2020

Upcoming Deliveries:

695K KN95 Masks - To be delivered on 05/19 100K KN95 Masks - To be delivered on 05/20

We are anticipating that the total order of 1 Million KN95 Masks will be delivered by EOD 05/20/2020

--

Thank you.

Sia N Ashok
Ph: (b) (6)

to me, Lei, Sherman ▾

Dear Sia,

Shipment has been delivered. Thanks

Delivered as follows:(Times are in CEN)

Deliver-A

GALLUP REGIONAL SUPPLY

2400 FUHS AVE BLDG 10

GALLUP, NM 87301

IN: 05/16/2020 04:09 _____

OUT: 05/16/2020 10:19 _____

BOL: S00430017

POD: JERROD BEKIS

...

[Message clipped] [View entire message](#)

Noted.

Well received.

Thanks.



Reply



Reply all



Forward



SHIP FROM

Name: Shaw Street Logistics
 Address: 1400 10TH ST
 City/State/Zip: Bakersfield, CA 93308
 COA: F08
 Expected Ship Date: 04/25/2025
 Shipping Month: 05/25/25
 Pickup/Delivery Number: TSH702UPH112
 Load: LWA0000
 Appointment Time:

SHIP TO

Name: Coker Tyngsboro Supply Center
 Address: 2400 FURNACE RD Bldg. 11
 City/State/Zip: Suffolk, MA 01901
 COA: F08
 Expected Delivery Date: 05/01/2025
 Shipping Month: 05/01/25
 Pickup/Delivery Number: TSH702UPH112
 Load: LWA0000
 Appointment Time:

THIRD PARTY FREIGHT CHARGES BILL TO

Name: Navegate Logistics - MC NO 5049
 Address: 4000 Sycamore Blvd
 City/State/Zip: Meriden, CT 06460

SPECIAL INSTRUCTIONS



Navegate

Bill of Lading Number: LWA0000

CARRIER: CAROLINA
NAME: TRANSPORTATION INC

Trailer Number:

Date:

Number of:

SEAL:

PRO Number:

Freight Charge Terms (freight charges are prepaid unless marked otherwise):

Prepaid: Collect: Third Party: ☒

Shower Bill of Lading with attached underlying Bill of Lading

2400 FURNACE RD Bldg. 11
 SUFFOLK, MA 01901
 MC NO 5049
 CARRIER F7245 046
 05/01/2025

CUSTOMER ORDER INFORMATION

CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLETS	ADDITIONAL SHIPPER INFO
SECTION		1,500 lbs	1	
GRAND TOTAL		1,500 lbs		

CARRIER INFORMATION

HANDLING UNIT	PACKAGE	QTY	TYPE	WEIGHT	HM (S)	COMMODITY DESCRIPTION	NMFC #	NMFC CLASS
				1,500 lbs		Freight		
				1,500 lbs		GRAND TOTAL		

(b) (4) (b) (4)

SHIPPER SIGNATURE / DATE

The undersigned hereby certifies that the information furnished herein is true and correct, and that the goods described herein are in conformity with the description and quantity shown on the Bill of Lading.

CARRIER SIGNATURE / PICKUP DATE

Signature: _____
 Date: _____
 Title: _____

CARRIER SIGNATURE / PICKUP DATE

Signature: _____
 Date: _____
 Title: _____

Souther, James (IHS/HQ)

From: Zach Fuentes (b) (6)
Sent: Wednesday, May 20, 2020 4:48 PM
To: James, Michelle (IHS/NAV)
Cc: 'Sia N Ashok'
Subject: FDA Registrations
Attachments: 130K-KN95-FDA.pdf; 695K-KN95-FDA.pdf

Hi Michelle,

Attached, please find the FDA registrations, with links for verification.

Thanks,
Zach

U.S. Department of Health & Human Services

FDA U.S. FOOD & DRUG ADMINISTRATION

Home Food Drugs Medical Devices Radiation-Emitting Products Vaccines, Blood & Biologics Animal & Veterinary Cosmetics Tobacco Products

Establishment Registration & Device Listing

1 result found for Owner Operator Number : 10064686 [New Search](#)

Establishment Name	Registration Number	Current Registration Yr
RICH RESOURCE GLOBAL SUPPLY CHAIN (GUANGZHOU) CO., LTD	3018690400	2020
• Accessory, Surgical Apparel - Disposable Face Mask: HY-1, KN95 Protective Face Mask: HY-95		Foreign Exporter, Manufacturer

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U.S. Food and Drug Administration
 10903 New Hampshire Avenue
 Silver Spring, MD 20910

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U.S. Department of Health & Human Services

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Establishment Registration & Device Listing

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Proprietary Name: Disposable Face Mask: HY-1, KN95 Protective Face Mask: HY-95
Classification Name: ACCESSORY, SURGICAL APPAREL
Product Code: LYU
Device Class: 1
Regulation Number: 878.4040
Medical Specialty: General & Plastic Surgery
Registered Establishment Name: **RICH RESOURCE GLOBAL SUPPLY CHAIN (GUANGZHOU) CO., LTD**
Registered Establishment Number: 3018690400
Owner/Operator: **Rich Resource Global Supply Chain (Guangzhou) CO., LTD**
Owner/Operator Number: 10064686
Establishment Operations: Foreign Exporter, Manufacturer

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<https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfRL/rl.cfm?lid=656600&lpcd=LYU>

Souther, James (IHS/HQ)

From: Zach Fuentes <(b) (6)>
Sent: Tuesday, May 26, 2020 2:07 PM
To: James, Michelle (IHS/NAV)
Cc: 'Sia N Ashok'
Subject: Follow-up

Hi Michelle,

I'm sorry you, and the folks at IHS, have been brought into the media spotlight.

As I said when we discounted the IHS purchase order by \$250,000.00, our priority is, and will always be, to make sure the men and women that need access to PPE have it...and we will do it ethically and with customer satisfaction in mind.

To this end, we remain committed to customer satisfaction, and per our conversations last week, although IHS has accepted the order, we are still happy to exchange any of the masks. I know there was a question regarding "FFP2" on some of the packaging along with "KN95."

The FFP2 standard in Europe is EN 149-2001.
The KN95 standard in China is GB2626-2006.

As ordered, and like the samples we sent, all of the masks delivered to IHS are FDA registered KN95's, however, some have FFP2 markings as well. I want to reiterate our desire to make sure IHS is completely satisfied with the order and our commitment to the men and women of IHS.

Stay Safe,
Zach

Souther, James (IHS/HQ)

From: Sia N Ashok (b) (6)
Sent: Wednesday, May 20, 2020 11:26 AM
To: James, Michelle (IHS/NAV)
Subject: KN95 - 695,000 Delivered
Attachments: KN95_Pic1.PNG; KN95_Pic2.PNG; HY-1&HY-95 FDA Certificate_KN95.pdf

Hello Michelle,

Thank you very much for reaching out to us this morning and I apologize for the mix up. I was in LA yesterday to personally inspect the product before they were shipped out. I have attached the pictures of the product for your reference and the FDA certificate. Please feel free to reach out to me if you have any questions or concerns at all, please let me know if you are good with the 695k that has just been delivered. I will replace the 130k immediately (with the same product as the 695k).

Thank you again for being patient with us, its been an exhausting time for all of us especially with the international imports.

--

Thank you.

Sia N Ashok

Ph: [REDACTED]

HAO YUAN

KN95

KN95

Folding Face Mask

Disposable & Non-Reusable (Single Use)



KN95

KN95

Protective Mask

Professional/Bacteria Filter/Disinfectant/Dust Mask

FFP2

PFE VFE ≥ 95%



10
pcs



Fiscal Year 2020

CERTIFICATION OF FDA REGISTRATION

This certifies that:

Rich Resource Global Supply Chain (Guangzhou) CO.,LTD

NO 123 Chenggang Road Aigang Village Renhe Town Baiyun District

Guangzhou City ,Guangdong,510080, CHINA

has completed the FDA Establishment Registration and Device Listing with the US Food & Drug Administration, through

Shenzhen HTT Technology Co., Ltd.

**Owner/Operator
Number:**

10064686



Device Listing#:

Listing No	Code	Device Name	Proprietary Name
D379680	LYN	ACCESSORY, SURGICAL APPAREL	Disposable Face Mask: HY-1 KN95 Protective Face Mask: HY-95

HTT will confirm that such registration remains effective upon request and presentation of this certificate until the end of the calendar year stated above, unless said registration is terminated after issuance of this certificate. HTT makes no other representations or warranties, nor does this certificate make any representations or warranties to any person or entity other than the named certificate holder, for whose sole benefit it is issued. This certificate does not denote endorsement or approval of the certificate holder's device or establishment by the U.S. Food and Drug Administration. HTT assumes no liability to any person or entity in connection with the foregoing.

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Shenzhen HTT Technology Co., Ltd.

W: www.httprc.com E: info@httprc.com

T: 400-6655-351 T: 86-755-23595200

Kevin Yang

Chief engineer

Issued: 03/26/2020

Expiration Date: 12/31/2020



Web: <http://www.fda.gov> Tel: 1-888-INFO-FDA (1-888-463-6332) e-mail: webmail@oc.fda.gov

Souther, James (IHS/HQ)

From: Sia N Ashok (b) (6)
Sent: Friday, May 22, 2020 8:12 PM
To: James, Michelle (IHS/NAV)
Cc: Zach Fuentes
Subject: Re: IHS Order

Thank you Michelle, please feel free to reach out if you have any questions at all. We will be very glad to help you with anything that is necessary.

Thank you.

Sia N Ashok
Ph: (b) (6)

On 2020-05-22 14:09, James, Michelle (IHS/NAV) wrote:

> Let us complete the inventory count.

>

> Already informed Zach I should have an update on Tuesday or Wednesday.

>

> -----Original Message-----

> From: Sia N Ashok [mailto:(b) (6)]

> Sent: Friday, May 22, 2020 11:08 AM

> To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>

> Cc: Zach Fuentes <(b) (6)>

> Subject: Re: IHS Order

>

> Thanks for response Michelle, there could be an overage in some cases

> as we had to fill the boxes in order for them to be shipped but I will

> check on my end as well. Do you want us to go ahead and submit the

> invoice to IHS now?

>

> ---

> Thank you.

>

> Sia N Ashok

> Ph: (b) (6)

>

> On 2020-05-22 12:57, James, Michelle (IHS/NAV) wrote:

>> Yes I got the confirmation this morning we are keeping the order. We

>> are going to count the inventory again. If we still have an overage I

>> will notify the both of you.

>>

>>

>> -----Original Message-----

>> From: Sia N Ashok [mailto:(b) (6)]

>> Sent: Friday, May 22, 2020 10:53 AM
>> To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>; Zach Fuentes
>> (b) (6)
>> Subject: IHS Order
>>
>> Hello Michelle,
>>
>> Sorry that I missed your call. I did have a conversation with Zach
>> about the order that was delivered to IHS and would like to confirm
>> the same with you, so that we are all on the same page. I understand
>> from my conversation with Zach that IHS will be accepting the goods
>> that have been delivered in the past few weeks, I would be more than
>> happy to replace any part of the shipment if needed. Kindly confirm
>> that my understanding is correct, please feel free to reach out to me
>> if you have any concerns or questions.
>>
>>
>>
>> --
>> Thank you.
>>
>> Sia N Ashok
>> Ph: (b) (6)

Souther, James (IHS/HQ)

From: Zach Fuentes (b) (6)
Sent: Tuesday, May 26, 2020 2:31 PM
To: James, Michelle (IHS/NAV)
Cc: [REDACTED]
Subject: RE: FDA certification
Attachments: Inuan.pdf

Hi Michelle,

Attached, please find FDA registration.

Thanks,
Zach

-----Original Message-----

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Tuesday, May 26, 2020 1:55 PM
To: Zach Fuentes (b) (6); s (b) (6)
Subject: FDA certification

Can you please provide the FDA certification for the attached mask? I need this information as soon as possible. Thank you.

U.S. Department of Health & Human Services

FDA U.S. FOOD & DRUG ADMINISTRATION

Home Food Drugs Medical Devices Radiation-Emitting Products Vaccines, Blood & Biologics Animal & Veterinary Cosmetics Tobacco Products

Establishment Registration & Device Listing

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Proprietary Name:	KN95
Classification Name:	RESPIRATOR, SURGICAL
Product Code:	MSH
Device Class:	2
Regulation Number:	678.4040
Medical Specialty:	General & Plastic Surgery
Registered Establishment Name:	QINGDAO QPIS COMMODITY CO., LTD
Registered Establishment Number:	3016665736
Owner/Operator:	Qingdao QPIS Commodity Co., Ltd
Owner/Operator Number:	10063388
Establishment Operations:	Manufacturer

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<http://www.opiscn.com/>

Souther, James (IHS/HQ)

From: Zach Fuentes (b) (6)
Sent: Wednesday, May 27, 2020 5:14 PM
To: James, Michelle (IHS/NAV)
Cc: 'Sia N Ashok'
Subject: RE: IHS Order
Attachments: KN95 FDA Appendix A Chengde.pdf

Hi Michelle,

Attached, please find the information regarding the KN95's we spoke about.

Thanks,
Zach

-----Original Message-----

From: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Sent: Friday, May 22, 2020 2:10 PM
To: Sia N Ashok (b) (6)
Subject: RE: IHS Order

Let us complete the inventory count.

Already informed Zach I should have an update on Tuesday or Wednesday.

-----Original Message-----

From: Sia N Ashok [mailto:(b) (6)]
Sent: Friday, May 22, 2020 11:08 AM
To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>
Cc: Zach Fuentes <(b) (6)>
Subject: Re: IHS Order

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Thank you.

Sia N Ashok

Ph: (b) (6)

On 2020-05-22 12:57, James, Michelle (IHS/NAV) wrote:

> Yes I got the confirmation this morning we are keeping the order. We
> are going to count the inventory again. If we still have an overage I
> will notify the both of you.

>

>

> -----Original Message-----

> From: Sia N Ashok [mailto:(b) (6)]
> Sent: Friday, May 22, 2020 10:53 AM
> To: James, Michelle (IHS/NAV) <Michelle.James@ihs.gov>; Zach Fuentes
> (b) (6)
> Subject: IHS Order
>
> Hello Michelle,
>
> Sorry that I missed your call. I did have a conversation with Zach
> about the order that was delivered to IHS and would like to confirm
> the same with you, so that we are all on the same page. I understand
> from my conversation with Zach that IHS will be accepting the goods
> that have been delivered in the past few weeks, I would be more than
> happy to replace any part of the shipment if needed. Kindly confirm
> that my understanding is correct, please feel free to reach out to me
> if you have any concerns or questions.
>
>
>
> --
> Thank you.
>
> Sia N Ashok
> Ph: (b) (6)



The 3rd Party Certificate of FDA Medical Device Registration & Listing

Notice: This document is provided by FDA. We XMTEST make it to make easier for customer to present information.
The following registered establishment & device information are extracted from FDA database.

Establishment

CHENGDE TECHNOLOGY CO., LTD

No.888-1088 Shiji Ave.,

Longgang Zhejiang, CN 325802

Registration Number: Awaiting Assignment | FEI Number: Awaiting Assignment

Status: Active | Date of Registration Status: 2020 { More details [*a](#) }

Owner/Operator

Chengde Technology Co., Ltd

No.888-1088 Shiji Ave.,

Longgang Zhejiang, CN 325802

Owner/Operator Number: 10063896 { More details [*b](#) }

Official Correspondent

Jingping Fang

Phone: 086-180-05887679

US Agent

Peter Rijpaljdi | CraftStore24

6 Palermo Street, Methuen, MA US 01844

Phone: (+1) 781 2541078 | E-mail: sales.du@xmtest.org

Devices Listing Information

#01	Listing Number:	D37****	{ More details *01 }
	Proprietary Name:	KN95 Protective Mask	
#02	Listing Number:	N/A	{ More details *02 }
	Proprietary Name:	N/A	
#03	Listing Number:	N/A	{ More details *03 }
	Proprietary Name:	N/A	
#04	Listing Number:	N/A	{ More details *04 }
	Proprietary Name:	N/A	
#05	Listing Number:	N/A	{ More details *04 }
	Proprietary Name:	N/A	

Caution: Please careful protect your device Listing Number.

* Remark: More devices continued on next page (if applicable).

— Above lists one (1) devices of this establishment has been listed with U.S. FDA —



Professional FDA register services, from XMTEST® www.xmtest.org
Need help? Contact us at +86 021 6104 9808 or xmtest@xmtest.org

Reg Agent

FDA listing/CDC Test Results

Databases

[New Search](#)

[Back To Search Results](#)

Proprietary Name:	KN95 Protective Mask
Classification Name:	RESPIRATOR, SURGICAL
Product Code:	MSH
Device Class:	2
Regulation Number:	878.4040
Medical Specialty:	General & Plastic Surgery
Registered Establishment Name:	CHENGDE TECHNOLOGY CO., LTD
Owner/Operator:	Chengde Technology Co., Ltd
Owner/Operator Number:	10063896
Establishment Operations:	Manufacturer

[https://www.cdc.gov/niosh/npptl/respirators/testing/results/MTT-2020-160.1 International Chengde KN95Folding TestReport Redacted-508.pdf](https://www.cdc.gov/niosh/npptl/respirators/testing/results/MTT-2020-160.1%20International%20Chengde%20KN95Folding%20TestReport%20Redacted-508.pdf)



CERTIFICATE OF CONFORMITY

Certificate No.: VIC200319-CZC-4222

The Certification Body of

VIC TESTING AND CERTIFICATION LTD

Certifies that

Applicant: CHENGDE TECHNOLOGY CO., LTD
Add: NO.888-1088 Shiji Ave., Longgang City, Zhejiang Province, China

Manufacturer: CHENGDE TECHNOLOGY CO., LTD
Add: NO.888-1088 Shiji Ave., Longgang City, Zhejiang Province, China

Product: KN95 Protective Mask
Model No.: KN95 Protective Mask, KN95
Report No.: VIC20200319-ZCD82-CE-S

Complies with the requirements of the Regulation (EU)2016/425 Personal Protective Equipment (PPE). The submitted products have been tested by us and found in compliance with the following European Standards:
EN 149:2001+A1:2009.

This certificate of conformity is based on an evaluation of a sample of the above mentioned products. It does not imply an assessment of the whole production. The CE marking as shown below can be affixed on the product after preparation of necessary technical documentation.

Signature: Steven White

Steven White

Date of issue: March 18, 2020

Expiry Date: March 18, 2025



VIC

VIC TESTING AND CERTIFICATION LTD

Add: CHASE BUSINESS CENTRE (CHD) 39-41 CHASE SIDE LONDON, W14 5BP, U.K

Email: info@victesting.com

Website: www.victesting.com



检测报告

编号

日期

第 1 页 共 2 页

Test Report

No. SL520252441665TX

Date: 2020-4-9

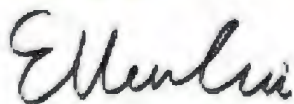
Page 1 of 2

THIS REPORT IS THE ENGLISH VERSION OF THE TEST REPORT NO. SL520052304890TX DATE: APR.01.2020

The following sample(s) was/were submitted and identified on behalf of the client as:

Client Information	Consignor:	诚德科技股份有限公司		
	Consignor address:	No.888-1088, Century Avenue, Longgang City, Wenzhou City, Zhejiang Province		
Sample Information	Sample Name:	KN95 Folding Protective Masks		
	manufacturer:	诚德科技股份有限公司		
	Production Date:	2020.03.09		
	SGS No.:	ASH20-008846.001		
	Quotation number / long-term contract number:	SHAFL202000211885		
	Sample Quantity:	One Package		
Test Information	Test Type	Submitted (sample sent by client)		
	Sample Receiving Date:	2020-03-16	Test Period:	2020-03-16~2020-04-01
	Document Accordance:	See test result page		
	Judgment Accordance:	Clients' requirement: GB 2626-2006 Respiratory protective equipment- Non-powered air-purifying particle respirator		
Test Conclusion	The report only give the test result and individual Judgment, detail please see follow page.			

Signed for and on behalf of
SGS-CSTC Standards Technical Services (Shanghai) Co., Ltd
Approved by:



Ellen Cui (Authorized Signatory)

This test report refer only to the samples tested



SGS-CSTC Standards Technical Services (Shanghai) Co., Ltd. is a member of the SGS Group. It is a leading provider of inspection, testing, and certification services. The company is committed to providing high-quality services to its clients and is a member of the International Organization of Standardization (ISO) and the International Electrotechnical Commission (IEC).

SGS-CSTC Standards Technical Services (Shanghai) Co., Ltd. is a member of the SGS Group. It is a leading provider of inspection, testing, and certification services. The company is committed to providing high-quality services to its clients and is a member of the International Organization of Standardization (ISO) and the International Electrotechnical Commission (IEC).

SGS-CSTC Standards Technical Services (Shanghai) Co., Ltd. is a member of the SGS Group. It is a leading provider of inspection, testing, and certification services. The company is committed to providing high-quality services to its clients and is a member of the International Organization of Standardization (ISO) and the International Electrotechnical Commission (IEC).

Testing Results & Judgment

No.	Test Item & Test Method	Unit	Requirement	Test Results		Individual Judgment
1.	Filtration Efficiency* (GB 2626-2006 6.3)	%	≥95.0	Original	97.9	Pass
					98.0	
					97.5	
					97.2	
					97.9	
					98.1	
					97.6	
					97.3	
					97.8	
					98.2	
After pretreatment	97.7					
	98.1					
	97.8					
	97.7					
					98.0	
2.	Inhalation resistance* (GB 2626-2006 6.5)	Pa	≤350	Original	109.8	Pass
					106.8	
				After pretreatment	105.4	
					110.2	
3.	Exhalation resistance* (GB 2626-2006 6.6)	Pa	≤250	Original	98.7	Pass
					92.3	
				After pretreatment	90.5	
					95.4	
4.	Determination Of Odour (GB 18401-2010, 6.7)	-	-	Odourless		-

Remarks:- The test is not approved in SGS SH by China Inspection Body and Laboratory Mandatory Approval. It was carried out by Jiangsu Guojian Testing Technology Co.,Ltd and it's qualification authentication license Numbers is 161019130764.

The statement of conformity in this test report is only based on measured values by the laboratory and does not take their uncertainties into consideration.

The test report shall only be used for client scientific research, teaching, internal quality control, product research and development, etc...and just for client internal reference.



End of report

[illegible]

Appendix A: Authorized Respirators

Updated: May 26, 2020

The Authorized Respirators

Authorized respirators should be used in accordance with CDC's recommendations. For the most current CDC recommendations on optimizing respirator use, please visit [CDC's webpage: Strategies for Optimizing the Supply of N95 Respirators](#).

Please note that this list is updated on a rolling basis as new information becomes available for FDA to review.

Authorized Imported, Non-NIOSH Approved Respirators Manufactured in China

Manufacturer	Respirator Model(s)	Country of Manufacture
3M	9001, 9002, 9501, 9501+, 9501V+, 9502, 9502+, 9502V+, 9505+, 9541, 9541V, 9542, 9542V, 9552, 9552V	China
AOK Tooling Ltd. (aka Shenzhonghai Medical)	20130040, 20130045A, 20180021, 20130038, 20190019, 901	China
Bei Bei Safety Co Ltd.	B702, B702V, B704, B704V	China
BYD Precision Manufacture Co. Ltd.	BYD KN95 Particulate Respirator (Model Number: DG3101)	China
Chengde Technology Co.	KN95 (PM 2.5) Protective Mask	China
Fujian Kang Chen Daily Necessities Co, Ltd.	K0450, 57793	China
Guangzhou Harley Commodity Company Limited	L-103V KN95	China

Guangzhou Powecom Labor Insurance Supplies Co., LTD	KN95	China
HeiQ MaterialsAG	HVB-FFP2-01	China
Hangzhou San Qiang Safety Protection Products Co., Ltd.	9420 (FFP2), 9420V (FFP2), 9480 (FFP2), 9480V (FFP2), 9980V (FFP3), 9920V (FFP3)	China
Raxwell Industrial Technology (Shanghai) Co., Ltd	RX9501	China
Rizhao Sanqi Medical & Health Articles Co., Ltd	RIZ100CVb, 3Q KN95, 3Q FFP2 NR, RIZQ100Sb, 3Q KN95 9505	China
Shanghai Dasheng Health Products Manufacture Company, Ltd.	DTC3X-1, DTC3X-2, DTC3X-3, DTC3B-1	China
Shanghai Gangkai Purifying Products Co. Ltd.	8012, 8013	China
Sure-On Industries Ltd	210-KN95	China
Suzhou Bolisi Medical Technology Co., Ltd	BS-9501L, BS-9501FL, BS-9502C, BS-9502FC	China
Suzhou Sanical Protective Product Manufacturing Co., Ltd	Model 8015, Model 9015	China

Weini Technology Development Co., Ltd	FFP2 NR E-300, FFP2 NR E-680, FFP2 NR 952, FFP2 NR F-820, KN95 958	China
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Souther, James (IHS/HQ)

From: Zach Fuentes <z(b) (6)>
Sent: Wednesday, April 22, 2020 2:11 PM
To: James, Michelle (IHS/NAV)
Cc: 'Ashok Sia'
Subject: Updated PPE availability
Attachments: tech-spec-3m-healthcare-particulate-respirator-and-surgical-mask-1860-n95-info.pdf; Gloves.pdf

Hi Michelle,

I hope this email finds you healthy! Per our conversation, please see below.

Best,
Zach

(b) (3) (A), (b) (4)

(b) (3) (A), (b) (4)

(b) (3) (A), (b) (4)

Souther, James (IHS/HQ)

From: Zach Fuentes (b) (6)
Sent: Thursday, April 30, 2020 11:17 AM
To: James, Michelle (IHS/NAV)
Cc: [REDACTED]
Subject: ZFL - Government Pricing List
Attachments: ZFL-3M-Pricing.pdf

Hi Michelle,

Per our conversation this morning, please see attached. Orders are shipped directly from 3M.

Thanks!
Zach

(b) (4), (b) (3) (A)

(b) (4), (b) (3) (A)

(b) (4), (b) (3) (A)

(b) (4), (b) (3) (A)