

EXHIBIT A



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June 22, 2020

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BY EMAIL

The Honorable Frank Pallone, Jr.
Chairman
Committee on Energy and Commerce
United States House of Representatives
2125 Rayburn House Office Building
Washington, DC 20515-6115

The Honorable Diana DeGette
Chair
Subcommittee on Oversight and Investigations
Committee on Energy and Commerce
United States House of Representatives
2125 Rayburn House Office Building
Washington, DC 20515-6115

Re: Response to Committee Request

Dear Chairman Pallone and Subcommittee Chair DeGette:

We write on behalf of our client, Blue Flame Medical, LLC ("Blue Flame"), in response to your letter of May 18, 2020. We thank you and your staff for the courtesy of extending until today Blue Flame's date to respond to your letter.

Blue Flame shares the Committee's concern that the COVID-19 pandemic has caused critical shortages in personal protective equipment ("PPE"). Blue Flame entered the PPE marketplace in March 2020 because the company believed that it could help state and local governments, not-for-profits, and first responders address those shortages. Like many governmental and private entities, Blue Flame did not realize at that time that the PPE marketplace would face massive global challenges as the COVID-19 pandemic spread, especially in the United States and Europe.

As the COVID-19 pandemic expanded, demand for PPE far outstripped supply. Chinese PPE manufacturers—the dominant players in the marketplace¹—began increasing prices on a near daily basis while prioritizing high-volume orders. Spot market purchases became increasingly difficult. In April, Chinese authorities further disrupted shipping schedules by seizing products

¹ See Keith Bradsher, *The World Needs Masks. China Makes Them, but Has Been Hoarding Them*, The New York Times (Mar. 13, 2020) ("China made half the world's masks before the coronavirus emerged there, and it has expanded production nearly 12-fold since then. But it has claimed mask factory output for itself.") (available [here](#)).

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and imposing new export restrictions and inspection requirements.² By then, as numerous press reports attest, the “supply chain for medical goods [had] devolve[ed] into a free-for-all...”³

Facing “Wild West” conditions, Blue Flame endeavored to fulfill its customers’ orders in a timely manner. Blue Flame strove to keep its customers apprised about the status of their orders, rapidly evolving market conditions, product shortages, and other impediments to deliveries, such as when the company was informed by its primary supplier, Great Health Companion Group (“Great Health”), that Chinese authorities had seized more than 1.6 million N95 masks awaiting delivery to the United States. In many instances, these unforeseen obstacles prevented Blue Flame from delivering orders as rapidly as customers desired. When Blue Flame concluded that an order could not be timely fulfilled pursuant to its terms, Blue Flame refunded its customers in full for undelivered product.

While Blue Flame is disappointed that, because of circumstances beyond its control, it was not able to source everything that a number of its customers ordered in the time frame desired, the company is also proud of its accomplishments as well as its good faith efforts to help American entities obtain PPE to mitigate the impact of the COVID-19 pandemic. Despite a broken marketplace, Blue Flame has delivered more than 100,000 N95/KN95 masks, 150,000 nitrile gloves, more than 20,000 sterile gowns, 1,600 face shields, 37 ventilators, and a variety of other medical products and supplies to customers in the United States. The company has also donated thousands of KN95 and surgical masks to entities around the country. Blue Flame believes that the fight against COVID-19 will be a long one, and it is committed to continuing to help its customers during this historic pandemic.

With that background, BFM responds to your questions as follows:

² See, e.g., Josh Horwitz, *China imposes more checks on mask exports to ensure quality control*, Reuters (Apr. 10, 2020) (“China tightened restrictions on exports of masks and other personal protective equipment (PPE) on Friday, calling for shipments of the items to be subjected to a mandatory customs inspection, with immediate effect.”) (available [here](#)); Keith Bradsher, *China Delays Mask and Ventilator Exports After Quality Complaints*, The New York Times (Apr. 11, 2020) (“Chinese officials have begun inspecting every shipment of N95 respirators, ventilators and other medical supplies for quality issues before export, a policy likely to delay the arrival of critical gear at hospitals around the world that are struggling to cope with the coronavirus pandemic.”) (available [here](#)); Kate O’Keefe, *China’s Export Restrictions Strand Medical Goods U.S. Needs to Fight Coronavirus*, State Department Says, Wall Street Journal (Apr. 16, 2020) (“New Chinese export restrictions have left American companies’ U.S.-bound face masks, test kits and other medical equipment urgently needed to fight the coronavirus stranded, according to businesses and U.S. diplomatic memos.”) (available [here](#)).

³ Liza Lin, *China’s Medical-Goods Market Is “Wild West” Amid Surging Coronavirus Demand*, Wall Street Journal (Apr. 23, 2020) (“China’s supply chain for medical goods is devolving into a free-for-all as foreign governments, hospitals and businesses—and all their middlemen—descend on the country to secure ventilators and masks and other protective gear.”) (available [here](#)); Finbarr Bermingham, *Coronavirus: inside China’s “Wild West”, where “mask machines are like cash printers”*, South China Morning Post (Apr. 17, 2020) (“[a] ‘wild feeding frenzy’ is under way in China for medical equipment crucial to containing the spread of the deadly coronavirus around the world.”) (available [here](#)).

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1. *A complete description of Blue Flame's policies and protocols for evaluating whether suppliers and vendors have the capacity and capability to fulfill orders.*

Blue Flame sought to do business only with vendors that it believed to have the capacity and capability to supply its customers with high-quality FDA- and NIOSH-certified products.

Great Health Companion Group: When Blue Flame entered the PPE marketplace, it expected that Great Health would be its primary supplier. To that end, Blue Flame entered into a Reseller Agreement with Great Health on March 24, 2020. Blue Flame had many reasons to be confident about Great Health's ability to perform. For one, Blue Flame took comfort in Great Health's corporate *bona fides*. Great Health is a subsidiary of Hakim Unique Internet, a state-owned, publicly-traded company in China. Blue Flame understood that Great Health had extensive experience in the medical field and that it had access to well over 100 factories in China. Blue Flame believed that Great Health's financial strength, network of factories, and status as a state-owned enterprise would make it a reliable supplier.

Blue Flame also relied on Great Health's transparency with respect to prices, inventories, and quality. Great Health provided Blue Flame access to its proprietary database, which showed, on a product-by-product basis, available inventory, current pricing, and applicable FDA- and NIOSH-certifications. Blue Flame regularly accessed this database to ensure that Great Health would have the capacity to fulfill customer orders at a price sought by Blue Flame's customers. Great Health invited Blue Flame to visit its facilities in China to inspect its operations—a visit that has been delayed only because of the COVID-19-related travel restrictions.

Furthermore, John Thomas, Blue Flame's President, had a long-standing, pre-existing relationship with Great Health's Chief Executive Officer, Henry Huang. Mr. Thomas knew Mr. Huang to be a serial entrepreneur who had successfully built a pharmacy supply business in the United States, as well as a medical tourism business involving China and the United States. Mr. Thomas understood that Mr. Huang was a dual citizen who had worked in the Department of the Treasury in the George W. Bush Administration. Mr. Thomas's experience with Mr. Huang gave Blue Flame further confidence that Mr. Huang would ensure that Great Health delivered as promised.

Other Suppliers: Over the course of March and April, Blue Flame assessed several possible alternative suppliers. When doing so, Blue Flame attempted to ensure that any possible supplier could timely deliver FDA- and NIOSH-certified supplies; Blue Flame declined to do business with suppliers that were unable to demonstrate that their products were certified. Blue Flame additionally sought to ensure that potential suppliers were reputable, as well as experienced with supply chain management, especially in Asia.

Blue Flame entered into supply agreements with only a select few additional suppliers. For example, recognizing that Great Health would not have the capacity to fulfill California's mask

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order on its own, Blue Flame entered into a supply agreement with Suuchi, Inc., a well-known, reputable New Jersey-based company that specializes in supply chain management. Similarly, when Great Health proved unable to source ventilators, Blue Flame identified an alternative supplier who owned a company that has sourced products in Asia for more than 20 years. That supplier helped Blue Flame to secure 37 ventilators for the State of Maryland from sources in South Korea and Taiwan.

Procurement Guide: As an active participant in the PPE marketplace, Blue Flame encountered suspect vendors, but it avoided doing business with them. Blue Flame combined what it had learned in the PPE marketplace with its business experience and acumen to develop a guide entitled “Best Practices for Procurement Teams.” That guide, which is available to anyone for free, identifies “red flags” and offers tips on how procurement teams should engage the PPE marketplace. It reflects the best practices that Blue Flame adopted to navigate the chaotic PPE marketplace, such as verifying manufacturing capability through viewing photo and video tours, requesting and conducting in-person tours of facilities (when possible), requesting details on a manufacture’s weekly and monthly capacity, and reviewing manufacturing licenses. Blue Flame rejected multiple vendors’ offers to supply PPE because the vendors did not meet Blue Flame’s vetting standards.

2. *A list of all contracts, orders, or agreements that Blue Flame has entered into with federal, state, or local governments or governmental entities for medical supplies or equipment. For each, please identify the date on which the contract, order, or agreement was fully executed; the type(s) of supplies or equipment Blue Flame agreed to deliver; the amount of the upfront deposit paid to Blue Flame, if any; the total amount due to Blue Flame under the contract, order, or agreement; and the contracted delivery dates for such supplies or equipment.*

California: The State of California placed an order for 100,000,000 N95 masks on March 25, 2020. Pursuant to the terms agreed between Blue Flame and California, memorialized in a March 25, 2020 invoice and in communications between the parties, California wired \$456,900,000 of the \$609,161,000 total order price to Blue Flame on March 26, 2020. Blue Flame ceased efforts to deliver the order after California’s payment was wrongfully reversed and returned to California. The parties’ agreement did not include a specific delivery schedule.

Maryland: The State of Maryland placed an order for 1,550,000 N95 masks and 110 ventilators via a fully executed purchase order dated April 1, 2020. Maryland deposited \$6,271,000 of the \$12,542,000 total order price. Maryland’s purchase order specified that delivery was due by June 30, 2020. In mid-April, Great Health informed Blue Flame that, as a result of supply chain disruptions, it would not be able to procure the ventilators; Blue Flame promptly secured an alternative supplier. On April 29, Great Health informed Blue Flame in writing that it could not deliver the masks because of the actions of the Chinese Government. Blue Flame informed Maryland of this development, explained that it had secured an alternative supplier, and continued performing on the contract. Shortly thereafter, however, Maryland purported to cancel

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the contract—improperly, in Blue Flame’s view. Notwithstanding Maryland’s claimed cancellation, Blue Flame delivered 37 of the ventilators that it had already secured. In light of Maryland’s cancellation, Blue Flame thereafter suspended further efforts to secure the remaining supplies. Blue Flame and Maryland are engaged in ongoing discussions to resolve this contract dispute.

Tennessee: The State of Tennessee placed an order for 500,000 N95 masks and 500,000 disposable gowns on April 6, 2020. There was no fully executed contract or purchase order; the unexecuted purchase order estimated that delivery would be made 12-14 days after Tennessee made a full deposit. The total order price was \$3,362,778.32. Tennessee deposited \$1,000,000 using a credit card on April 4 and sent an additional \$1,590,122, representing the remainder of its deposit, via an ACH transaction on April 15. Between April 6 and April 15, market prices increased significantly. Upon receipt of the full deposit on April 15, Blue Flame informed Tennessee that, because of significant global market shifts in pricing, Blue Flame could either order the goods at then-current prices or issue a full refund. Tennessee requested a refund. In addition to issuing Tennessee a full refund, Blue Flame reimbursed the State for the nearly \$40,000 credit card fee Tennessee incurred on the initial deposit, via transactions on April 22 and May 7, 2020.

Alabama: The State of Alabama placed two separate purchase orders, neither of which were fully executed. The first purchase order, dated April 6, was for 350,000 N95 masks; the second, dated April 8, was for 350,000 N95 masks, 200,000 gowns, and 50,000 nitrile gloves. For the two orders, Alabama deposited \$1,800,000 of a \$3,450,000 total order price. The unexecuted purchase orders estimated that delivery would occur 12-14 days after Alabama funded the deposits, which occurred on April 7 and 8. Blue Flame was unable to procure the ordered goods at the prices and within the schedule Alabama required. Accordingly, after discussion with Alabama, Blue Flame issued a full refund on April 30, 2020.

Riverside University Health System: Riverside placed an order for 64,000 N95 Masks, 100,000 disposable caps, and 100,000 shoe covers on April 3, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. Riverside used a credit card to fund the full amount of this order (\$495,974.46). On April 29, Great Health informed Blue Flame that it could not deliver the N95 masks because of the actions of the Chinese Government. Blue Flame also encountered difficulty procuring the remaining goods at the prices and within the schedule Riverside required. After being informed of these developments, Riverside requested a full refund, which Blue Flame issued on April 30, 2020.

South Carolina Law Enforcement Division: The Division placed an order for 900 face shields, 120 16.9-ounce bottles of hand sanitizer, 4,000 surgical masks, and 900 nonwoven safety gowns on April 10, 2020. There was no fully executed contract or purchase order and no contractual delivery due dates. The Division used a credit card to charge \$55,006.84 (and also incurred a \$1,995.06 credit card processing fee charged by the servicing company), which represented the full value of the order. Blue Flame procured and delivered the face shields, but it was unable to

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procure the remaining goods at the prices and within the schedule the Division required. Accordingly, Blue Flame issued a refund (to include the credit card processing fee) for the undelivered product on May 15, 2020.

North Carolina Department of Safety: The Department placed orders for 800 N95 masks and 192 2-ounce bottles of hand sanitizer on April 7 and April 9, 2020. There was no fully executed contract or purchase order, and no contractual delivery due dates. The Department used a credit card to charge \$6,404.93, which represented the full value of the order. Blue Flame was unable to source such small quantities of PPE at the prices and within the schedule the Department required. Accordingly, Blue Flame issued a full refund on May 11, 2020.

Florida Department of Law Enforcement: The Department placed an order for 400 N95 masks, 600 face shields, 504 16.9-ounce bottles of hand sanitizer, 1,000 disposable caps, and 1,000 disposable shoe covers on March 31, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The Department used a credit card to charge \$11,913.47, which represented the full value of the order. Blue Flame was unable to source such small quantities of PPE at the prices and within the schedule the Department required. Blue Flame honored the Department's request for a full refund on April 23, 2020.

Northern Arizona University: The University placed an order for 800 N95 Foldable Masks, 288 2-ounce bottles of hand sanitizer, and 1,000 surgical masks on April 3, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The University used a credit card to charge \$8,423.84, which represented the full value of the order. Blue Flame was unable to source such small quantities of PPE at the prices and within the schedule the University required. Accordingly, after discussion with the University, Blue Flame issued a full refund on May 8, 2020. By that time, Blue Flame had already shipped 1,000 surgical masks to the University, which the University agreed to accept as a donation, in addition to 800 KN95 masks.

Idaho State Police: The State Police placed an order for 400 N95 masks, 400 foldable N95 masks, and 200 surgical masks on March 30, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The State Police used a credit card to charge \$5,642.70, which represented the full value of the order. Blue Flame was unable to source such small quantities of PPE at the prices and within the schedule the University required. Blue Flame issued a full refund to the State Police on April 23, 2020 in response to the State Police's request to cancel the order in the absence of delivery tracking information.

Santa Rosa County Sheriff's Office: The Sheriff's Office placed an order for 400 N95 masks, 1,000 shoe covers, and 1,000 coveralls on April 1, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The Sheriff's Office used a credit card to charge \$5,006.40, which represented the full value of the order. Blue Flame was unable to source such small quantities of PPE at the prices and within the schedule the Sheriff's Office required. Accordingly, Blue Flame issued a full refund on May 15, 2020.

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Lone Star College: The College placed an order for 1,000 KN95 masks, 500 face shields, and 55 nitrile gloves on April 7, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The College used a credit card to charge \$4,970.23, which represented the full value of the order. Blue Flame procured and delivered the KN95 masks and the face shields, but it was unable to procure the nitrile gloves at the price and within the schedule the College required. Accordingly, Blue Flame issued a refund for the undelivered product on May 12, 2020.

Oklahoma State of Bureau of Investigations: The Bureau placed an order for 400 N95 masks and 1,000 surgical masks on April 2, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The Bureau used a credit card to charge \$4,812.04, which represented the full value of the order. Blue Flame was unable to source such small quantities of PPE at the prices and within the schedule the Bureau required. Accordingly, Blue Flame issued a full refund on April 19, 2020.

Melbourne Airport Police Department: The Department placed an order for 400 N95 masks and 36 16.9-ounce bottles of hand sanitizer on March 30, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The Department used a credit card to charge \$3,007.87, which represented the full value of the order. Blue Flame was unable to source such small quantities of PPE at the prices and within the schedule the Department required. Blue Flame honored the Department's request for a full refund on May 15, 2020.

Maryland Department of State Police: The Department placed an order for 400 N95 foldable masks, 24 16.9-ounce bottles of hand sanitizer, 40 surgical masks, and 100 nonwoven gowns on March 30, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The Department used a credit card to charge \$4,245.11, which represented the full value of the order. The next day, the Department placed an order for 30 digital thermometers, again using a credit card to charge \$2,900.11, which represented the full value of the order. Blue Flame was unable to source such small quantities of PPE at the prices and within the schedule the Department required. Accordingly, Blue Flame issued full refunds on May 5 and 6, 2020.

Marion County Sheriff's Office: The Sheriff's Office placed an order for 400 N95 masks on April 3, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The Sheriff's Office used a credit card to charge \$2,885.40, which represented the full value of the order. Blue Flame was unable to source such small quantities of PPE at the prices and within the schedule the Sheriff's Office required. Accordingly, Blue Flame issued a full refund on May 8, 2020.

North Carolina State Bureau of Investigation: The Bureau placed an order for 284 2-ounce bottles of hand sanitizer, 108 16.9-ounce bottles of hand sanitizer, 400 shoe covers, and 500 surgical masks on April 2, 2020. There was no fully executed contract or purchase order for this

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order, and no contractual delivery due dates. The Bureau used a credit card to charge \$2,840.84, which represented the full value of the order. Blue Flame was unable to source such small quantities of PPE at the prices and within the schedule the Bureau required. Blue Flame issued a full refund to the Bureau on April 23, 2020.

Iowa DCI Crime Laboratory: The Crime Laboratory placed an order for 2,000 surgical masks on April 1, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The Crime Laboratory used a credit card to charge \$2,793, which represented the full value of the order. Blue Flame was unable to source such small quantities of PPE at the prices and within the schedule the Crime Laboratory required. Accordingly, Blue Flame issued a full refund on May 8, 2020.

Melbourne Police Department: The Department placed orders for three digital thermometers, 300 face shields, 48 16.9-ounce bottles of hand sanitizer, and 100 surgical masks on March 31 and April 2, 2020. There was no fully executed contract or purchase orders, and no contractual delivery due dates. The Department used a credit card to charge \$1,807.32, which represented the total order price. Blue Flame procured and delivered the digital thermometers and the face shields, but it was unable to procure the bottles of hand sanitizer and surgical masks at the price and within the schedule the Department required. Accordingly, Blue Flame issued a refund for the undelivered products on April 23, 2020.

Arizona Department of Public Safety: The Department placed an order for 96 1-ounce bottles of hand sanitizer and 96 2-ounce bottles of hand sanitizer on April 1, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The Department used a credit card to charge \$1,638.37, which represented the total price of the orders. Blue Flame was unable to source such small quantities of hand sanitizer at the prices and within the schedule the Department required. Accordingly, Blue Flame issued a full refund on April 28, 2020.

Douglas County Sheriff's Office: The Sheriff's Office placed an order for ten digital thermometers on April 3, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The Sheriff's Office used a credit card to charge \$919.93, which represented the full value of the order. Blue Flame was unable to source such small quantities of digital thermometers at the prices and within the schedule the Sheriff's Office required. Accordingly, Blue Flame issued a full refund on April 28, 2020.

Dixie County Sheriff's Office: The Sheriff's Office placed an order for 36 6.9-ounce bottles of hand sanitizer, 12 27-ounce bottles of hand sanitizer, and two digital thermometers on April 3, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The Sheriff's Office used a credit card to charge \$696.57, which represented the full value of the order. Blue Flame was unable to source such small quantities of digital thermometers and hand sanitizer at the prices and within the schedule the Sheriff's Office required. Accordingly, Blue Flame issued a full refund on April 22, 2020.

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Takoma Park Police Department: The Department placed an order for 192 2-ounce bottles of hand sanitizer and 12 27-ounce bottles of hand sanitizer on April 2, 2020. There was no fully executed contract or purchase order for this order, and no contractual delivery due dates. The Department used a credit card to charge \$614.97, which represented the full value of the order. Blue Flame was unable to source such small quantities of hand sanitizer at the prices and within the schedule the Department required. Accordingly, Blue Flame issued a full refund on April 24, 2020.

3. *A complete description of any contract, order, or agreement for medical supplies or equipment that Blue Flame has failed to fulfill in full (for any reason), and a detailed explanation as to why Blue Flame failed to fulfill the contract, order, or agreement.*

Please see the narratives in response to Question 2, above, for a description of all government contracts that Blue Flame was unable to fulfill in whole or part.

In addition, Blue Flame partially fulfilled a contract with a non-governmental entity, St. John's Well Child and Family Center. St. John's placed an order for nitrile gloves, hand sanitizer, disposable caps and gowns, and surgical masks. Blue Flame procured and delivered the nitrile gloves, but it was unable to source the remaining PPE at the prices and within the time frame required by St. John's. Accordingly, after discussion with St. John's, Blue Flame issued a full refund for the undelivered product on May 4, 2020.

4. *A complete description of any contract, order, or agreement to provide medical supplies or equipment that Blue Flame has canceled, including a detailed explanation as to why Blue Flame canceled the contract, order, or agreement.*

Please see the narratives in response to Questions 2 and 3, above.

5. *For any contracts, orders, or agreements entered into where Blue Flame failed to deliver the agreed upon medical supplies or equipment by the time specified under the contract, a detailed explanation as to what steps Blue Flame has taken or intends to take to reimburse the purchaser or deliver the agreed upon medical supplies or equipment.*

Blue Flame has made full refunds to all clients, inclusive of credit card fees (when applicable), in every case in which it was unable to deliver ordered medical supplies or equipment. Please see the narratives in response to Questions 2 and 3, above, for details regarding the amount and dates of those refunds.

6. *A list of all contracts, orders, or agreements for medical supplies or equipment that Blue Flame has satisfied in full.*

Anonymous Donor: An anonymous donor placed an order for 96,000 N95 masks on April 16, 2020. Blue Flame delivered the masks to the City of Chicago on May 26, 2020.

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Medical Facilities of America: The MFA placed an order for 23,000 sterile isolation gowns on May 18, 2020. Blue Flame delivered the gowns on May 29, 2020.

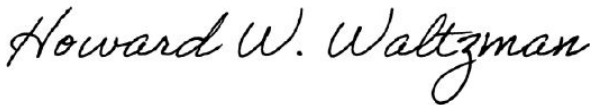
Bath Lumber: A Bath Lumber store in Ely, Nevada placed an order for 500 KN95 masks on May 13, 2020. Blue Flame delivered the masks on May 18, 2020.

Medical Office: A private medical office in Scarsdale, New York, placed an order for 200 face shields, 400 OR caps, and 800 shoe covers on May 15, 2020. Blue Flame delivered the goods on May 26, 2020.

* * *

We hope that this information is helpful to the Committee's efforts to understand the global challenges faced in the PPE market in response to the COVID-19 pandemic. We believe many entities have experienced similar difficulties as Blue Flame, and that there are lessons to be learned from this experience as the United States seeks to prepare for a potential second wave of the COVID-19 virus and future pandemics. Please do not hesitate to contact me if you have any questions about this response.

Sincerely,



Howard Waltzman
Partner