



Quill LLC's Response
to
Solicitation Number 23-03
Request for Proposal (“RFP”)
by
Region 4 Education Service Center (“ESC”)
for
Educational School Supplies, Instructional Solutions,
and Related Products

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
 - i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

- 34) Tariff Surcharges: Contractor has the option to charge a temporary surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be temporary and based on a percentage of total order and must be approved by Region 4 prior to use.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Quill LLC

Address 300 Tri-State International Dr, Suite 300

City/State/Zip Lincolnshire, IL 60069

Telephone No. 800-634-4809

Email Address bid@quill.com

Printed Name Mark Roszkowski

Title Senior Vice President

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name



**Proposed Comments to
Region 4 Education Service Center (ESC)
23-03 Educational School Supplies, Instructional Solutions, and Related Products
Vendor: Quill LLC**

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A, Page 4-5, #18	Audit Rights	<p>We propose to add the following language to the end of this section:</p> <p>Region 4 ESC's right to examine vendor's records be clarified to provide that Region 4 ESC must request such access in writing and may do so annually; upon such request, vendor would provide access during normal business hours to its invoice reports and/or invoice documents from its online accounting system pertaining to invoices and payments made by Region 4 ESC; and that if Region 4 ESC employs an independent auditor, vendor would have the right to approve such independent auditor who would also be required to execute an appropriate confidentiality agreement.</p>	
Appendix A, Page 5, #22	Warranty Conditions	<p>We propose that this section be replaced by vendor's standard warranty, which is appropriate for the products:</p> <p>Notwithstanding anything to the contrary, vendor's warranty shall govern, as follows: vendor expressly warrants that it will provide buyer with pass-through of all manufacturers' warranties for all products sold to buyer. Vendor expressly warrants that all vendor-branded products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with vendor's samples, if any. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. VENDOR PARTNER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.</p>	

Exhibit A , #2.2	Pricing Commitment	<p>We propose to modify the language as follows:</p> <p>Notwithstanding anything to the contrary, if, during the term, Vendor Partner provides products to another customer similar to OMNIA Partners, with similar volume requirements, order size, quantities and mix of products and services, delivery schedule, and geographic areas, and offers similar discounts, rebates, and guarantees as those offered under this contract, at prices that are lower than the prices set forth in this contract, then such lower prices shall be extended to Buyer, effective as of the time they were applicable to such other similar customer as described above; provided that Vendor Partner reserves the right not to sell any products below its purchase order cost.</p>	
Exhibit B Administration Agreement, #13 & 14	Administrative Fee & ACH	<p>Once monthly reporting has been calculated and administration fee amount is identified, Quill submits request to our AR department to print and ship payment to OMNIA Partners. This method is recommended for Quill business partners as the process is confined to our own business units allowing for quicker payments as well as quicker adjustments, should there be a need for one. If this method is not acceptable, Quill is willing to build a new business process upon request but would have less control and visibility to payments. A new business process would not guarantee payment by the 10th of each month although payment would be issued monthly.</p> <p>Quill cannot guarantee administration fee payments will be delivered to OMNIA Partners by the 10th of each month. Quill, however, guarantees that monthly reporting and administration fee amount will be provided to OMNIA Partners by the 10th of the month and that administration fees shall be received prior to month end.</p>	



Quill LLC's Response to Tab 2 – Products/Pricing

a) Products/Pricing

- i. Describe Offeror's products and services Offeror proposes to be available under a resultant contract.
 - i. Provided price lists may be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item.

Quill's Response: Quill is a business-to-business supplier of office and school products, cleaning, health and safety, furniture, technology and computer supplies. Please see Tab 6 for an overview of the additional services we provide. Quill's price list has been provided in Appendix E.
 - ii. Clearly identify pricing for any associated fees such as returns, installations, special or customized orders, maintenance fees, reporting, training, etc.

Quill's Response: Large volume orders may ship via Truck-Tailgate delivery within 2-7 business days ARO. For an additional fee of \$50.00, the driver will assist in unloading cartons from the truck and bring inside the building.
 - iii. Offerors should provide their pricing structure which may include category discounts, a core list, and non-core items. Include category discounts on Appendix E, Category Discounts tab, and core list pricing on Appendix E, Core List Items tab.

Quill's Response: Quill's pricing structure is as follows.

 - **Category Discounts:** We have listed the product categories and applicable discount percentages offered on our catalog on Appendix E, Category Discounts tab.
**Discounts do not apply to any item that is identified as Special Order, begins with the prefix "SPW" or "UNI", or is indicated as an "extended assortment." Also excludes QuillSUBSCRIBE orders. Discounts do not apply to the following product categories: Apple® products, e-readers, computers and computing products (tablets, notebooks and desktops), electronic machines (copiers, fax machines), TVs, vending and gumball machines, boxes, mailers and tubes. Discounts may not be used in combination with certain coupons, sales or promotions (including but not limited to Sales, Extreme Offers, Top Seller/Best Price items, Free Gift offers, Special offers, Clearance and Just for You offers).*
 - **Market Basket Survey:** We have provided pricing for items that are in the Market Basket on Appendix E, Market Basket tab. All Market Basket Survey Items are identified as either Core or Non-Core Items.
 - **Core List:** We have evaluated our Education customers and identified items that we felt were the most impactful to align with budgets. These will be considered Core Items with fixed pricing. All Core Items are listed on Appendix E, Core List Items tab.
 - **Non-Core List:** We have provided a Non-Core list which includes every item in Quill's catalog that is available to purchase with the applicable category discount indicated on Appendix E, Category Discounts tab.
- ii. General and Market Basket Pricing.
 - i. General Pricing. Offerors shall provide pricing based on a discount from a verifiable price list or catalog, or fixed price, or a combination of both with indefinite quantities. Multiple percentage discounts are acceptable if, where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed

original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Quill's Response: Quill's pricing has been provided in Appendix E.

1. Include an electronic copy or a link to the catalog or verifiable pricelist from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- RFP Page 15
- Description
- List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).

Quill's Response: Quill has provided an electronic copy of our price list with all of the requested information in Appendix E. You can view all items on our website at www.quill.com.

2. Using the pricing structure, the Offeror proposes above, provide the net price for the items listed on the National Market Basket, Appendix E.

Quill's Response: Quill has provided the net price for the items listed on the National Market Basket in Appendix E.

iii. Customized Market Baskets. In addition to the National Market Basket, Offerors may provide customized market baskets to participating agencies.

i. Describe Offeror's ability to provide customized market baskets to participating agencies.

Quill's Response: Quill creates pricing structures (customized market baskets) in our backend system which can be linked to our customer's account number. Once a customer is linked to pricing or a customized market basket, that customer can shop online, via email, over the phone, etc. and will always be given their pricing. This is true with participating agencies under OMNIA Partners. Once the pricing is built in our backend, when customers are linked to OMNIA Partners, that customer would receive the market basket that is outlined in the contract.

ii. Describe any limitations to customized market baskets (number of items, excluded categories, agency size limitations, etc.).

Quill's Response: Quill does not have any limitations in our customized market basket offerings. We can build with an unlimited amount of SKUs and category discounts. **See below for category discount exclusions.* We do not have agency size limitations; all agencies that are able to participate will be eligible for bid pricing with Quill.

**Discounts do not apply to any item that is identified as Special Order, begins with the prefix "SPW" or "UNI", or is indicated as an "extended assortment." Also excludes QuillSUBSCRIBE orders. Discounts do not apply to the following product categories: Apple® products, e-readers, computers and computing products (tablets, notebooks and desktops), electronic machines (copiers, fax machines), TVs, vending and gumball machines, boxes, mailers and tubes. Discounts may not be used in combination with certain coupons, sales or promotions (including but not limited to Sales, Extreme Offers, Top Seller/Best Price items, Free Gift offers, Special offers, Clearance and Just for You offers).*

iii. How frequently does Offeror propose to update customized market baskets?

Quill's Response: Quill shall pass along cost increases specifically related to bid items up to two times per year. Quill shall also identify any discontinued items along with replacement items to be added to the customized market basket. Any changes will be submitted to Region 4 ESC, along with supportive documentation, for approval.

iv. Is pricing available for all products and services?

Quill's Response: Pricing is available for all products with the following exclusions.

**Discounts do not apply to any item that is identified as Special Order, begins with the prefix "SPW" or "UNI", or is indicated as an "extended assortment." Also excludes QuillSUBSCRIBE orders. Discounts do not apply to the following product categories: Apple® products, e-readers, computers and computing products (tablets,*

notebooks and desktops), electronic machines (copiers, fax machines), TVs, vending and gumball machines, boxes, mailers and tubes. Discounts may not be used in combination with certain coupons, sales or promotions (including but not limited to Sales, Extreme Offers, Top Seller/Best Price items, Free Gift offers, Special offers, Clearance and Just for You offers).

v. Describe any minimums order quantities or fees.

Quill's Response: Quill does not have any minimum order quantities or fees.

vi. Describe any distribution models, shipping/delivery services (including custom), include standard delivery fees (preferred ship is 48 hours or less), shipments outside Continental USA, truckload, and delivery areas.

Quill's Response: Quill ships to all 50 states and any territory bearing a U.S. zip code. FREE SHIPPING- No minimum spend required. 97% on-time delivery. Delivered via UPS or local carrier within 1-2 business days (Monday-Friday) ARO stock. UPS automatically provides inside delivery (the driver will bring the merchandise inside to a main location- no desktop delivery). Shipping for items with the prefix JV are normally 1-2 business days ARO stock, however, large quantities of an item may require longer delivery times-up to 5-7 business days ARO. Furniture, Technology, and Custom Print items may require longer delivery times.

Large volume orders may ship via Truck Tailgate Delivery within 2-7 business days ARO.

- Tailgate Delivery means the driver is only responsible to get cartons to the end of the truck and customer is responsible for unloading and bringing inside the building. No shipping or processing fees.
- A call 24 hours before a truck delivery can be arranged at no charge.
- Lift gates (cargo lift) can be requested for truck orders at no charge - you must note the PO.
- For an additional fee of \$50.00, the driver will assist in unloading cartons from truck and bring inside the building.
- Installation and/or setup is not included. Additional charges will apply based on weight and site conditions. Please call for quote.
- Pallet size is 47.5" X 36".
- We cannot guarantee full carton shipments due to our automated order system. In order to provide prompt delivery of your order, we may have to utilize stock from multiple warehouse locations.
- We cannot guarantee palletized shipments for large orders due to our automated order system. For us to ship larger quantities and provide prompt delivery service, we may have to utilize stock from multiple warehouse locations.

Quill's **Future Delivery** option enables a school to plan for future needs while securing today's low sale prices. Schedule delivery and billing up to 4 months from the time of submitting your order. Just write "Future Delivery" on your purchase order and the date you want the order to ship. If ordering online, simply click "Delayed Shipment" on the checkout screen.

Backorder Procedure: Quill operates 18 warehouses nationwide and partners with vendors and wholesalers to deliver products. If the warehouse nearest your location doesn't have the item, Quill will use one of its other warehouses or vendor/wholesaler to deliver the product or provide an alternate item of equal or higher value at the same price. Items will not be substituted without prior approval. If an item is backordered, Quill will notify you on your order confirmation or send you an e-mail with the approximate date the item will deliver.

vii. Provide pricing for warranties on all products and services.

Quill's Response: Quill's standard warranty is 90 days (lifetime guarantee for Quill Brand) and is included with no additional fee. Review with manufacturer for over 90 days. Browse our assortment of [Asurion warranties](#) for service plans you can purchase through Quill. Quill does not have local repair facilities and therefore cannot supply in-person technical assistance.

viii. Describe any return and restocking fees.

Quill's Response: Quill offers free returns- there are no restocking fees.

ix. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Quill's Response: Volume discounts may be available upon request. The discount depends on quantity, product category and other market factors.

- x. Describe how customers verify they are receiving Contract pricing.

Quill's Response: When a customer wants to take advantage of the OMNIA Partners contract with Quill, onboarding is immediate! We simply have our bid team verify the customer is eligible to participate. Once verification is complete, our bid team links the customer's account number to OMNIA Partners pricing and flag in our backend which immediately pushes pricing and benefits to that customer. The customer can access the OMNIA Partners pricing by logging on with their Quill.com credentials. The pricing will be automatically reflected. We have systematic rules in place so the customer is guaranteed they will always receive their contract pricing and benefits through any channel that they choose to shop (online, email, etc.).

- xi. Describe payment methods offered and terms. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

Quill's Response: Quill's payment terms are Net 30 days. Quill accepts Visa, MasterCard, Discover, American Express and GSA SmartPay Card. There are no convenience fees.

How to Manage and Pay Invoices:

- Invoice payments are due within 30 days from the invoice date and can be made securely online via ACH or mailed by check.
- Open invoices cannot be paid by credit card. If you wish to pay by credit card, select that option at checkout of your order.
- To set up online payments and manage invoices, visit www.quill.com/billing.
- If invoices go unpaid or when spend is beyond the account's credit limit, future orders may be put on hold and our Credit Department will contact you to collect payment for the balance.
- If invoices go unpaid beyond the agreed payment terms and/or when there is excessive spending beyond the account's credit limit, future orders may be put on hold and the account referred to our accounts receivable department. This could negatively impact your credit score.
- Visit our [Payment Information FAQ](#) for additional information.

- xii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Quill's Response: Quill shall pass along cost increases specifically related to bid items up to two times per year. Increases shall be supplemented with supportive documentation. All price adjustments will be based on manufacturer increases or economic changes. Catalog discounts shall not be adjusted throughout the term of the contract.

- xiii. Describe how future product introductions will be priced and align with Contract pricing proposed.

Quill's Response: Any new items that are brought into Quill's offering after the initial launch of the contract shall be reviewed and transitioned into Quill's SKU category hierarchy. OMNIA Partners shall receive a category discount (based on category the new SKU lands in) on these items as outlined in the contract.

- xiv. Provide any additional information relevant to this section.

Quill's Response: N/A



Quill LLC's Response to Tab 3 – Performance Capability

b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, National IPA Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

Quill's Response: Please see Section 3.0 Supplier Response where Quill has included a detailed response to Appendix D, Exhibit A and highlighted the requested information.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, National IPA Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Quill's Response: Please see Appendix B under Tab 1 for Quill's proposed exceptions to the OMNIA Partners Administration Agreement.

- iii. Include completed Appendix D, Exhibits F and G.

Quill's Response: Quill has completed and included Appendix D, Exhibits F and G. These are located under Tab 3.

- iv. Describe Offeror's ability and experience with E-Commerce/E-Procurement services and web-based platforms such as ESM, Jaggaer, Coupa, Workday, Lawson oracle, SAP, Peoplesoft, and all others your company has successfully interfaced with. Describe electronic online catalogue, Punch-Out Programs, purchasing authorization limits, storefront, customized product assortments, etc.

Quill's Response: Quill has the ability to integrate into punchout software. Quill reserves the right to request that any members using an inventory software submit a written request for Quill.com integration into their preferred platform. From there, Quill will work directly with that member and our IT staff to discuss integration. Quill does not guarantee a specific timeframe for integration as it will be based on setup complexity.

Quill supports e-commerce integration across multiple platforms, allowing schools and other public sector organizations to:

- Access the Quill website directly from their own procurement system with the Master Agreement pricing automatically reflected
- Streamlined purchasing
- Contract compliance
- Improved procurement accuracy and efficiency

We are currently integrated with platforms such as EqualLevel, Skyward, ESM, and TradeCentric.

Quill also has a solution called **Purchasing Manager** which can be utilized by any school who may not have a purchasing platform but want integrated approvals on Quill.com. The Quill Purchasing Manager is an online tool that utilizes a purchasing hierarchy to manage and approve orders. Each person in the purchasing hierarchy can be given specific rules and dollar minimums or maximums by the Administrator.

- Purchasing Manager allows you to set up your own ordering rules and maximum order limits so that you can meet the unique supply needs of your organization. It allows you to coordinate orders quickly and easily from different locations and departments to simplify company-wide ordering.
- Purchasing Manager helps to ensure that the right people are ordering the right supplies and reduces unapproved supply expenditures.
- **Open and efficient ordering:** Keeping costs down is a big part of succeeding as a business. Purchasing Manager is a new tool that brings openness and accuracy to your ordering process.

- **Cost-cutting opportunities:** It allows for easy order approvals while providing an overview of what you're spending money on (and what you could be spending less on).
- **Instant snapshot of activity:** The purchasing manager tool keeps an online record of your business's ordering activity, giving you quick access to every order you've placed. The days of sitting through old paperwork for past invoices are over.

How it works:

- **Requestors** can build orders, adding and deleting products until a final order is ready for approval. They then must send the order to one of their designated approvers to get their sign off.
 - **Approvers** can view, edit and place orders once they give approval. They can also make notes and send back to the requestor to make changes.
 - **Administrators** have the power to assign requestor and approver designations as well as adjust account settings including dollar minimum and maximums for requestors and approvers to work within.
- v. Describe how Offeror responds to emergency orders.
Quill's Response: Customers can request Next-Day Delivery on stock items. Items marked "Next-day delivery" will automatically be delivered the next business day. Our best in class Customer Service Team or an account manager can partner with any OMNIA Partners member who may be in a bind. They can identify a stock item that will work for the member's need which can and will ship out overnight.
- vi. What is Offeror's average Fill Rate?
Quill's Response: Quill's average fill rate is 95%. The decentralized distribution system allows Quill to fill customer orders with a 95% fill rate and improve delivery efficiency as its customer base continues to grow.
- vii. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.
Quill's Response: Quill's average on-time delivery rate is 97%.
A History of Quick Delivery: Quill has never had a physical store. In 1956, everyone had a store. We didn't want one. People who need supplies are busy. We want to come to you. Back then, that meant our founder, Jack Miller, walking door-to-door to take office supply orders and then, at night, packing and shipping them himself so customers would get them in two business days. By the 1970s, Quill transformed into a pioneering mail-order business, delivering supplies across the United States. In 1998, Quill.com was born when technology caught up with our proto dot-com ways. Today, the shipping infrastructure built over 60 years ago allows us to offer next-day delivery to qualifying locations.
- viii. Describe Offeror's return and restocking policy.
Quill's Response: If there's a problem with your order or you need to make a return, we will do whatever it takes to make it right. Unless otherwise noted below, merchandise must be returned within 30 days for full credit, refund or replacement. Machines and furniture must be returned in the original box. There is no restocking fee.
- **Original Manufacturer Ink & Toner Return Policy:** Unopened and unexpired Original Manufacturer ink & toner cartridges such as, but not limited to, cartridges, drums, maintenance kits, fusers, developer kits, transfer kits, cleaning units, and waste toner bottles/containers may be returned within 30 days of purchase for full credit or replacement. Please check to make sure you've ordered the correct cartridge before opening the packaging (use our Ink & Toner Finder at www.quill.com/ink-toner-finder). We will not accept returns on merchandise that has been opened and is not defective.
 - **Quill Brand Ink & Toner Guarantee:** Quill Brand ink & toner cartridges are guaranteed to be free from defect regardless of the age of the product. If a defect occurs, we'll be happy to exchange it or provide a full refund. Quill Brand cartridges are manufactured to the highest standards in materials and workmanship to meet O.E.M. (Original Equipment Manufacturer) yield and performance standards.
 - **Technology and Business Machines (Return within 14 days):** Non-defective technology and business machine items such as, but not limited to, printers, copiers, shredders, laminators, fax machines, computer accessories, networking, cameras, scanners, monitors, projectors, video equipment and consumer electronics must be returned within 14 days of the date of receipt and meet the following conditions: Returns must contain all original packing materials (including box),

UPC codes on the box, all product documentation, parts, and accessories. Defective products must be handled under each manufacturer's guidelines.

- **Computers/Laptops/Notebooks/Tablets (Return within 14 days):** All computers, laptops, notebooks and tablets must be returned within 14 days of the date of receipt for a full credit or refund. To return a computer, laptop, notebook or tablet, it must be returned in the original box with the UPC code, all original packaging materials, product documentation, parts and accessories. All returns will be inspected and must be 100% complete. Defective products must be handled under the guidelines stated in the warranty and repair policy sheet included with the product.
 - Panasonic computers have limited-exchange privileges that require manufacturer approval of any exchanges as a result of a defective product within 14 days of purchase. Prior to returning computers from this brand, you must contact a manufacturer agent to obtain a return authorization number or code. Contact Panasonic at 855-772-8324.
- **Healthcare Supplies**
 - **Face Masks:** Face masks are not returnable or refundable—whether opened or unopened—unless found to be defective. If defective, a return can be made within 30 days
 - **Temperature Kiosks:** Temperature Kiosks are not returnable or refundable. All sales are final.
- **Vending Equipment (Return within 30 days):** The following policy covers non-defective vending equipment that includes, but is not limited to, bulk vending machines (gumball machines), electronic and mechanical snack machines, beverage machines, change machines and accessories. Defective products must be handled under each manufacturer's guidelines. Items must be returned within 30 days and meet the following conditions:
 - The box must contain all original packing materials (where applicable), UPC codes on the box, all product documentation as well as all parts and accessories. All returns will be inspected and must be 100% complete. Non-perishable free items included with a specific product purchase must be returned as well to receive credit.
- **Boxed, Licensed and Downloaded Software (Return within 30 days):** Unopened boxed software that we currently sell must be returned in the original, unopened packaging within 30 days from receipt of product for a full credit, return or replacement unless noted by the manufacturer. Any defective boxed software must be returned within 30 days and will be exchanged for the exact same software title version. Software licensing varies by manufacturer; call 800-789-1331 for details. Multiple licenses may not be returned beyond 30 days for any reason unless authorized by the manufacturer. Downloadable software is not returnable or refundable.
- **Furniture:** Furniture items such as, but not limited to, chairs, desks, tables, partitions, cabinets, chair mats, lamps and all furniture decor must be returned within 30 days and meet the following conditions: Returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts, and accessories. Defective products must be handled under each manufacturer's guidelines. All returns will be inspected and must be 100% complete.

ix. Describe Offeror's ability to meet service and warranty needs.

Quill's Response: Quill's standard warranty is 90 days (lifetime guarantee for Quill Brand) and is included with no additional fee. Review with manufacturer for over 90 days. Quill does not have local repair facilities and therefore cannot supply in-person technical assistance.

How can I obtain a manufacturer's product warranty information? To obtain a manufacturer's telephone number for warranty information, please email us at solutions@quill.com. Please include the product name, manufacturer and model number or Quill item number. Browse our assortment of [Asurion warranties](#) for service plans you can purchase through Quill.

How can I obtain product recall information? To obtain a manufacturer's telephone number for recall information, please email solutions@quill.com. Please include the product name, manufacturer and model number or Quill item number. Visit www.quill.com/warranty-recall-information/cbi/102.cshml for a list of recently recalled products.

- The products identified are subject to recall in the United States.

- The recall information provided is based on manufacturers' and regulatory agencies' press releases that involve products previously sold through Quill.com. Information on each recalled product, and the steps you should take if you own such a product, are also set forth in more detail below.
- For products recalled through the U.S. Consumer Product Safety Commission, visit the CPSC Web site at www.cpsc.gov for additional information or call the CPSC recall consumer hotline at 800-638-2772.
- For products recalled through the U.S. Food and Drug Administration, visit the FDA Web site at www.fda.gov for additional information or call the FDA at 888-463-6332.

What do I do if a product I bought has been recalled? Please contact the manufacturer for specific instructions.

- x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Quill's Response: Service is the heart and soul upon which our company was founded. Issue management is handled immediately by phone or email. Issues will be directly handled by the Quill Bid Team who is well-versed in the terms of the contract. They will deliver solutions to issues that may affect schedule, scope, service, delivery, quality, or budget. This team has the skills necessary to find smart solutions such as obtaining items directly from vendors, offering equal or higher value items at the same price, offering the same item in different packaging, etc. The team will be proactively monitoring any product changes (unit of measure, changes in product, discontinued items, etc.) and will communicate them with OMNIA Partners members before our customers are affected. Change in management will be communicated to OMNIA Partners and its members via email or mail.

Quill's Customer Service Team can be reached at 800-634-4809. Quill's goal is to have a live person answer each call. Our business hours are 7am-8pm CST Monday-Friday.

Quill is respected by our customers and vendors for our "we care" approach to the way we do business and our unwavering dedication to outstanding customer service. Because of Quill's superb customer service model, small to mid-sized businesses and school districts prefer working with Quill as they get the best customer service in the industry. Quill treats every customer with the utmost priority regardless of how much they spend in supplies each year.

Quill has been recognized as one of America's Best Customer Service Companies by Newsweek three consecutive years, 2021 through 2023. Newsweek, in partnership with global data-research firm Statisa, Inc., conducts an independent survey of more than 20,000 U.S. consumers to recognize the Best Customer Service Companies. Consumers ranked retailers and service providers' quality of communication, professional competence, range of services, customer focus and accessibility.

- xi. Describe Offeror's invoicing process.

Quill's Response: Each order that is placed with Quill would produce a system-generated invoice that is posted on the buyer's Quill.com login and sent according to the customer billing preferences (standard mail or e-billing). Every customer is eligible for Net 30 terms. Quill will work closely with each departments A/P to ensure a smooth and easy process of payments.

- Configurable Invoicing
- Invoice Per Shipment
- 30-Day Open Account
- Designated A/P Representative
- Monthly Statement
- Paper and/or Email
- One per account or cost center (department)
- One per division
- Credit Cards (AMEX, MC, VISA)

- xii. Describe Offeror's contract implementation/customer transition plan.

Quill's Response: Quill's contract implementation/customer transition plan is as follows.

Quill-Generated Leads

- **Step 1:** A seller determines eligibility for the contract based on the organizational type.
- **Step 2:** Leverages OMNIA Connect database to identify if a current OMNIA member. If not, directs the customer to the OMNIA registration link before pairing with the contract.

- **Step 3:** Pairs the contract once membership is confirmed and instructs the customer on the next steps of the process.
- **Step 4:** Rep calls back the customer for an onboarding call including a website and contract pricing walk through.

Note: All leads will be contacted by our sales team and onboarded to the contract within 24 business hours.

OMNIA Partners-Generated Leads

- **Step 1:** A dedicated Quill POC receives the lead (Strategic or Assistant Partnership Manager).
- **Step 2:** The POC acknowledges the receipt and follows up with the customer for additional discovery to determine the appropriate next steps. If new to Quill, a new account will be created with NET30, tax exempt status if applicable, and paired with the contracted pricing.
- **Step 3:** Once the account setup is complete, the lead is assigned to our Public Sector Business Development team for onboarding and further engagement.
- **Step 4:** Once the customer is fully engaged and starts purchasing under the contract, the Business Development rep will transition the customer to a dedicated Public Sector Account Manager who will own the relationship and support the customer long-term.

xiii. Describe the financial condition of Offeror.

Quill's Response: Quill is in a healthy financial condition and generated over \$1.1bn in 2022 sales which has been growing since 2020. We have an active customer base with over 200k customers shopping each month. Owned by Staples Inc., Quill is leveraging Staples infrastructure and is generating a net income of over >\$100m each year. On a monthly basis, over 200,000 customers shop with Quill. We have over 100,000 curated products available online.

- **Fiscal Year Sales 2020:** \$1,108,044,582
- **Fiscal Year Sales 2021:** \$1,100,000,000
- **Fiscal Year Sales 2022:** \$1,117,000,000

xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Quill's Response: Quill's website is www.quill.com. You will find a user-friendly website with the following capabilities and functionality. Orders can be placed directly on our site.

- **Order History:** Run a report that will list the order date, order number, how the order was received, PO number, amount of the order, and the status.
- **Favorites Lists:** This function allows you to build and save lists that can keep track of the supplies you order frequently.
- **Special Price List:** Here you will see a complete list of your items that have a locked-in price, along with a description and picture.
- **View Invoices:** This function allows you to run a report of your current and past invoices.
- **Manage My Alerts:** This feature will allow you to prompt emails, notifying you when an order has shipped, a new invoice is generated, a payment is due within 6 days, and when a payment is 6 days past due.
- **Rewards Center:** Earn points with every order and redeem for \$ off or free gifts for the staff.
- **Free Returns:** When you start a return on Quill, it's always free. Simply download a free, pre-paid shipping label and send it back to us. If you'd like to replace the product, you can request a replacement of the same, or a different item, at the same time.
- **Savings and Spend Summaries:** See a history of your purchased items that can be customized by location or date range to review savings and spend summaries.

xv. Describe the Offeror's safety record.

Quill's Response: Quill takes pride in being a safety-oriented organization with very few accidents and injuries in the last five consecutive years.

Quill.com Safety Program and Regulations: Quill has always recognized that the safety of its associates is very important. The company's safety program, including the safety rules, is designed to aid associates and management in adhering to safety standards in our work here at Quill. The ultimate objective of this program is to prevent accidents and injury to all associates. Management's responsibility to safety includes

timely response to reports of unsafe conditions or practices, complete accident investigation and enforcement of safety rules. Associates should not refrain from seeking assistance from a higher authority, if their immediate supervisor fails to respond to reports of unsafe conditions. Quill follows Staples Corporate safety policies as well as OSHA standards.

- xvi. Describe Offeror's reporting capabilities. Provide samples of reports available and if there are any fees associated with the reports.

Quill's Response: Quill recently upgraded tools and upskilled existing Analytics and Financial Reporting teams to ensure we provide best in class reporting capabilities. We will maintain a high-level match rate with OMNIA customer IDs with Quill's customer unique identifiers.

Regarding the administrative fee, reporting, and payment terms outlined in Appendix D, Exhibit B of the contract, our intention is to ensure compliance with the agreed-upon procedures while maintaining transparency and efficient payment processing.

Firstly, as stated in Exhibit B, #12, the Administrative Fee will be the amount of three percent (3%) ("Administrative Fee Percentage") as a percentage of the total purchase amount paid to the Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies. The specific percentage is to be defined and agreed upon between the parties. However, it is important to note that from time to time, we may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

To fulfill our reporting obligations, as mentioned in Exhibit B, #13, we commit to providing OMNIA Partners with an electronic accounting report on a monthly basis, following the format prescribed by OMNIA Partners and outlined in Exhibit E. These Contract Sales Reports will be submitted by the 10th day of the following month. We acknowledge that failure to provide a Contract Sales Report within the specified time and manner constitutes a material breach of the Agreement. However, we assure you that we will diligently adhere to the reporting requirements and take corrective action promptly if necessary.

With regard to the payment of the Administrative Fee, as stated in Exhibit B, #14, these payments will be facilitated via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution, as identified in Exhibit D. We acknowledge that failure to provide payment within the specified time and manner constitutes a material breach of the Agreement. To emphasize our commitment, we guarantee that all Administrative Fees will be paid prior to month end, although we cannot guarantee delivery to OMNIA Partners by the 10th of each month.

In terms of verification and auditing, as described in Exhibit B, #15, we understand and accept that OMNIA Partners, or its designee, reserves the right to compare Participating Public Agency records with the Contract Sales Reports submitted by us. We are also aware that an independent audit of our monthly reports may be conducted, upon which we commit to providing all requested materials. If any underreporting of Contract Sales and resulting underpayment of Administrative Fees is identified, we pledge to resolve the discrepancy within thirty (30) days, including the payment of any outstanding Administrative Fees, along with any accrued interest.

We value our partnership with OMNIA Partners and are committed to maintaining open communication, ensuring accurate reporting, and making timely payments. We understand the importance of adhering to the agreed-upon terms and are willing to work collaboratively to address any concerns that may arise in the future.

Reporting Available To All OMNIA Partners Participants:

- Individual member reporting is provided at no fee
- Types of reporting that can be offered to members:
 - **Usage Report** (by account number or by location) – Can choose timeframe as well as categories (only ink & toner, all categories, etc.).

Usage Report


Customer: [REDACTED] Date: 05/23/2023

Enterprise Number: [REDACTED]

(Start Date: 1/1/2021 12:00:00 AM End Date: 5/23/2023 4:23:51 PM)

Item Number	Item Description	Qty	UM	Extended Price
SC11542D	PHONE MESSAGE BOOK - 2 PACK	3	PK	
SC1154D	ADAMS PHONE MSG BOOK	5	BK	
ACCOUNTING FORMS & SUPPLIES				
24472736	BLUETOOTH EARHOOK EARPHONES	1	EA	
VK2102BK	VOLKANO AURAL SERIES BLUETOOTH	1	EA	
AUDIO, VIDEO & RADIOS				
05711	1 RR ECONOMY VIEW BINDER	1	EA	
05729	REINFORCEMENTS 200CT WHITE	3	BX	
05730	BINDER VIEW 2 BK	1	EA	
05740	BINDER VIEW 3 BK	1	EA	
19601Q	1 DURABLE VIEW BINDER,WE	1	EA	
24147778	4INCH METAL BINDER	3	EA	
24452260	BIOBASED VIEW RR BND 2IN LIME	1	EA	
2661589	BNDR TREATED DR 4IN WH	1	EA	
2696473	2 FASHION AST BINDER 4PK	1	EA	
2820972	HD VIEW BINDER 4 IN BLACK	2	CT	
374814STP	1.5IN WHITE VIEW BINDER	1	EA	
374818STP	.5IN WHITE VIEW BINDER	1	EA	
702876STP	3 HEAVY DUTY VIEW BINDER PINK	1	EA	

- **Savings Summary** – Can show customer what they’re saving by leveraging the OMNIA Partners contract with Quill.



Discount Info For [REDACTED]
Between January 1, 2022 And December 31, 2022

Year	Month	Gross Sales	Total Discount	Total Discount %
2022	January			
2022	February			
2022	March			
2022	April			
2022	May			
2022	June			
2022	July			
2022	August			
2022	September			
2022	October			
2022	November			
2022	December			
Total				

Savings Disclaimer
Savings calculation includes sale pricing, special pricing and large-volume savings when compared to the everyday low prices of Quill.com, and savings from discount or dollars-off Instant Coupon Codes. Does not include quantity pricing savings and account activity (cancelled orders/items, returns or item replacements). Your actual savings may vary.

- Contract Sales Reporting will be provided in Excel format on the requested templated provided in Appendix D, Exhibit E.
- Custom reports are available upon request from one of our dedicated OMNIA Support Teams.

xvii. Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

Quill's Response: Quill LLC is committed to helping the environment. We've focused on reducing our footprint, promoting green initiatives and providing eco-conscious products to our customers. Quill manages and monitors the environmental impacts of our operations, from our energy use to our purchasing. To meet our environmental goals, we're taking a multifaceted approach across our entire business. We currently do not have external reporting available.

- **Green Initiatives:** Energy efficiency - Renewable power investment - Green building design - Reducing the carbon impact of our delivery fleet - Recycling programs - Responsible purchasing
- **Office Supplies:** Stock your office with eco-conscious office supplies, including products with a minimum of 20% post-consumer recycled content, third-party certifications and other eco-design elements.
- **Facility Solutions:** Quill's Facilities Team offers an extensive line of eco-conscious janitorial and maintenance products so you can balance the needs of your building and your desire to be environmentally responsible.
From the break room to the boardroom, Quill offers several safer alternatives for both you and the planet at a great price. We offer:
 - Safe and effective cleaning chemicals
 - Remanufactured toner cartridges
 - Paper products made from sugarcane waste
- **Furniture Solutions:** Quill's Furniture team is committed to helping you develop responsible facilities, with a broad range of services and eco-conscious furniture products that meet leading third-party environmental standards.
- **Technology Solutions:** Quill.com Technology Solutions offers a wide range of products and services for all your sustainability needs, including remanufactured toner and data cartridges, ENERGY STAR® certified hardware and asset disposition.
Disposing of your used ink and toner cartridges is simple, sustainable, and free with Quill. Download a pre-paid shipping label, pack your cartridges and send back to Quill. We'll take it from there!
- **Promotional Products:** With energy-efficient, organic, recycled and even biodegradable options, Quill.com Promotional Products® will make sure you have the right items to promote your brand and become more sustainable in the process.
- **Printing Services:** Quill.com Print Solutions features eco-conscious print materials and waste-reducing print-on-demand service to help reach your environmental goals, and we're proudly recognized by the Forest Stewardship Council™ and the Sustainable Forestry Initiative.

xviii. Describe any social diversity initiatives.

Quill's Response: Quill is committed to fostering diversity within our business and among our suppliers.

- Quill implements an annual Inclusion and Diversity Action plan that focuses on increasing representation and reducing bias.
- Quill also has 10 Business Resource Groups (BRGs). BRGs are an integral part of our business and help drive inclusion across the enterprise. Each BRG is a slice of the variety of cultures and perspectives that helps us maintain a robust work culture that fosters inclusion. They also provide deeper community insights, education, and networking opportunities. Members typically attend virtual meetings to make sure all can be included regardless of location. We also provide in-person events on occasion.
- Quill is a proud, long-standing Donors Choose partner and provides annual grants to fund Equity Focus projects for schools where a majority of students come from low-income households.

Provide any additional information relevant to this section.

Quill's Response: N/A

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Region 4 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Educational School Supplies, Instructional Solutions, and Related Products. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$75 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate

additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.



Quill LLC's Response to Exhibit A – 3.0 SUPPLIER RESPONSE

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
Quill's Response: Founded in 1956, and headquartered in Lincolnshire, IL, Quill LLC is the nation's premier business-to-business direct marketer of office and school products, furniture, technology and computer supplies. Our customers are in every state of the nation and include businesses, schools, home offices, associations and other professionals who operate offices. We are respected by our customers and vendors for our "we care" approach to the way we do business, and our unwavering dedication to outstanding customer service. Quill maintains 18 regional distribution centers located strategically throughout the U.S. to facilitate 1-2 day order delivery.
Renowned for its outstanding customer service, Quill serves customers through direct marketing, telemarketing, outside sales, and online. Quill.com offers 24-hour-a-day access to over 100,000 essentials. Quill has been recognized as one of America's Best Customer Service Companies by Newsweek three consecutive years, 2021 through 2023. Quill LLC has been a wholly owned separately operated subsidiary of Staples, Inc. since 1998.
- B. Total number and location of salespersons employed by Supplier.
Quill's Response: Quill employs 205 salespersons across two locations in Lincolnshire, IL (US) and Halifax, Nova Scotia (CA).
- C. Number and location of support centers (if applicable) and location of corporate office.
Quill's Response: Quill has two support centers located at:
- 300 Tri-State International Drive, Suite 300, Lincolnshire, IL 60069 (Corporate Office)
 - 70 First Lake Drive, Lower Sackville, NS B4C 3E4 (Inside Call Center)
- D. Annual sales for the three previous fiscal years.
Quill's Response: Quill's annual sales for the three previous fiscal years are as follows.
- **Fiscal Year 2020 Sales:** \$1,108,044,582
 - **Fiscal Year 2021 Sales:** \$1,100,000,000
 - **Fiscal Year 2022 Sales:** \$1,117,000,000
- a. Submit FEIN and Dunn & Bradstreet report.
Quill's Response: Please see attached Quill's W9 & Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
Quill's Response: Quill LLC is committed to helping the environment. We've focused on reducing our footprint, promoting green initiatives and providing eco-conscious products to our customers. Quill manages and monitors the environmental impacts of our operations, from our energy use to our purchasing. To meet our environmental goals, we're taking a multifaceted approach across our entire business.
- **Green Initiatives:** Energy efficiency - Renewable power investment - Green building design - Reducing the carbon impact of our delivery fleet - Recycling programs - Responsible purchasing
 - **Office Supplies:** Stock your office with eco-conscious office supplies, including products with a minimum of 20% post-consumer recycled content, third-party certifications and other eco-design elements.
 - **Facility Solutions:** Quill's Facilities Team offers an extensive line of eco-conscious janitorial and maintenance products so you can balance the needs of your building and your desire to be environmentally responsible.
From the break room to the boardroom, Quill offers several safer alternatives for both you and the planet at a great price. We offer:
 - Safe and effective cleaning chemicals
 - Remanufactured toner cartridges
 - Paper products made from sugarcane waste

- **Furniture Solutions:** Quill's Furniture team is committed to helping you develop responsible facilities, with a broad range of services and eco-conscious furniture products that meet leading third-party environmental standards.
- **Technology Solutions:** Quill.com Technology Solutions offers a wide range of products and services for all your sustainability needs, including remanufactured toner and data cartridges, ENERGY STAR® certified hardware and asset disposition.
Disposing of your used ink and toner cartridges is simple, sustainable, and free with Quill. Download a pre-paid shipping label, pack your cartridges and send back to Quill. We'll take it from there!
- **Promotional Products:** With energy-efficient, organic, recycled and even biodegradable options, Quill.com Promotional Products® will make sure you have the right items to promote your brand and become more sustainable in the process.
- **Printing Services:** Quill.com Print Solutions features eco-conscious print materials and waste-reducing print-on-demand service to help reach your environmental goals, and we're proudly recognized by the Forest Stewardship Council™ and the Sustainable Forestry Initiative.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Quill's Response: Quill is committed to fostering diversity within our business and among our suppliers. We have included diverse suppliers in our supply chain since our inception, and our mission is to continue to help companies grow their businesses and add jobs to their communities.

Supplier Diversity Program: In 2003, we formalized our commitment by launching our Supplier Diversity program. This program includes our internal initiatives to source from diverse and small business suppliers as well as our Diversity Solutions, which helps our customers meet their diversity goals through products and services offered by diverse companies (MWBES, small businesses, veteran-owned businesses, HUBZone, etc.). There are no price changes applicable to this program.

Quill is continuously seeking new ways to increase business opportunities and a number of diverse suppliers we conduct business with. Currently we partner with 23 diverse suppliers. See attached Quill's list of minority vendors and applicable certifications. Please note, our PCO vendors do not have certifications as they are partnering agencies of the AbilityOne program.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- Minority Women Business Enterprise
Quill's Response: No
- Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Quill's Response: No
- Historically Underutilized Business (HUB)
Quill's Response: No
- Historically Underutilized Business Zone Enterprise (HUBZone)
Quill's Response: No
- Other recognized diversity certificate holder
Quill's Response: No

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Quill's Response: N/A – Quill does not intend to use subcontractors on this contract.

I. Describe how supplier differentiates itself from its competitors.

Quill's Response: Quill differentiates itself from its competitors through the following.

- Next-Day Supplies. Get what you need with Free Next-Day Delivery. Available on orders placed by 2pm.
- Always Something Extra. Bring something extra to your organization: earn points for each dollar spent and redeem for instant savings and/or gifts for your staff via the Rewards Center
- A Human Touch. Whether you prefer a quick chat online, to talk on the phone, or to exchange emails, we're always happy to help.

- Our best-in-class customer service team will be available and ready to assist OMNIA Partners participants on any pre or post sale inquiries, ensuring a positive customer experience.
- Because of Quill's superb customer service model, small to mid-sized businesses and school districts prefer working with Quill as they get the best customer service in the industry. Quill treats every customer with the utmost priority regardless of how much they spend in supplies each year.
- Additional Support Teams available to support the best customized experience for all of the solutions OMNIA Partners needs.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Quill's Response: At this time, Quill has not had any litigations, bankruptcies or state investigations.

K. Felony Conviction Notice: Indicate if the supplier

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Quill's Response: (b.) Quill is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

Quill's Response: Quill currently does not have any debarment or suspension actions taken against us.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Quill's Response: Quill is a business-to-business supplier of office and school products, cleaning, health and safety, furniture, technology and computer supplies with over 100,000 curated products available online at www.quill.com. Education-specific product assortment includes all the basics from classroom supplies, construction paper, arts & crafts, to STEAM/STEM and expands to professional cleaning, PPE, classroom furniture, technology, and custom print solutions.

Services we provide:

- **Future Ship:** Place an order today and we will hold it for up to four months.
- **Free shipping** which includes tailgate delivery on furniture items.
 - The decentralized distribution system allows Quill to fill customer orders with a 95% fill rate and improve delivery efficiency as its customer base continues to grow.
 - Orders are delivered within 1-2 days on most stock orders received by 3:00pm local time.
- **Net 30 Terms:** Qualified businesses receive 30 days to pay for their supplies, interest free.
- **Purchasing Manager** gives you complete control of your company's multi-level office supply ordering needs while simplifying the ordering process.
- **Ink & Toner Recycling Program:** Disposing of your used ink and toner cartridges is simple, sustainable, and free with Quill. Download a pre-paid shipping label, pack your cartridges and send back to Quill. We'll take it from there!
- **Quill's Customer Service Team** is available for all after sale issues such as returns, tracking orders, and forgot password inquiries.
- **Document Printing:** We've partnered with Staples to bring the best document printing services delivered to your business. Same-day pickup on orders placed by 2pm.
- **Custom Print:** Giving shoppers and employees a token that bears your organization's name is a perfect way to build brand loyalty. Choose from a variety of products that are easily shared and distributed to get the most visibility possible by including custom printing on all of these products.
- **Bookkeeping, Payroll, and Tax Services:** We've teamed up with Liberty Tax to give your business the flexibility and tools to stay on top of your finances anytime, anywhere.
- **Notary Services:** To support your ongoing business needs, we've partnered with Notarize. As the leader in online notarization, Notarize allows any individual or company to legally notarize a document online, anywhere.
- **Quill Leasing Program:** Small businesses like yours can't always find the room in their budgets for large-scale technology upgrades- and the technologies you do choose to invest in may become obsolete in just a few years. Our new technology leasing program can help your business continually

acquire the latest hardware and software at a manageable cost- and maintain budget flexibility as your organization's needs grow and change.

- **Product Specialists - Furniture, Technology, Custom Print & Quotes:** Product specialists support sellers across all Quill channels by coordinating special projects in their specialized area. Each specialist will execute a project in their area of expertise by working with Quill vendors to source and recommend products, work within customer's given budget to competitively price under the contract, and to ensure a smooth delivery, all tailored to the customer's specific needs.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Quill's Response: Quill operates 18 warehouses nationwide and partners with vendors and wholesalers to deliver products. We ship to all 50 states and any territory bearing a U.S. zip code (international orders are defined as shipments addressed to countries other than U.S. states or territories). Allow additional delivery time for special orders, custom-printed items and factory-direct items. Expected delivery dates can be found in your shopping cart and at checkout and on your final email order confirmation.

We ship to:

- All 50 U.S. states including Alaska and Hawaii.
- American territories including
 - American Samoa (AS)
 - Federated Micronesia (FM)
 - Guam (GU)
 - Marshall Islands (MH)
 - Northern Mariana Islands (MP)
 - Palau (PW)
 - Puerto Rico (PR)
 - Virgin Islands (VI)

We do not ship to the British Virgin Islands.

- Orders from outside a U.S. state or territory must include a stateside address for shipping.
- The customer is responsible for shipping the order from the stateside address to its final destination.
- Accounts that bill outside the United States will need to be assigned proper mail codes.
- In the event that a vendor is unable to deliver outside the contiguous 48 states, or to a PO Box, APO, or FPO address, a Customer Service Associate will contact you to help you find an alternate solution to satisfy your needs.
- Please [e-mail us](#) or call 800-982-3400 for more information.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Quill's Response: Pricing will be received through direct ordering only. Participating Agencies can view pricing online when logged in with proper digital credentials. Connect with contract support teams such as the Bid Team to verify pricing and visit www.quill.com to find contract information on our website.

- When a customer wants to take advantage of the Master Agreement contract with Quill, onboarding is immediate. We simply have our bid team verify the customer is eligible to participate. Once verification is complete, our bid team links the customer's account number to the OMNIA Partners contracted pricing which immediately pushes pricing and benefits to that customer. We have systematic rules in place so the customer is guaranteed they will always receive their contract pricing and benefits through any channel that they so choose to shop (online, phone order, email, etc.).

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Quill's Response: Processes will be handled by Quill. Orders will be delivered via UPS, FedEx, local courier, or Staples fleet.

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Quill's Response: Quill operates 18 regional distribution centers located in strategic areas of the United States which allows us to provide 1-2 delivery days. These facilities vary in size from 300-950k square feet.

- **RDC 2**
3725 Westinghouse Blvd
Charlotte, NC 28273
- **RDC 4**
398 Antrim Commons Dr
Greencastle, PA 17225
- **RDC 8**
10701 Central Port Dr
Orlando, FL 32824
- **RDC 9**
200 Bromley Business Pkwy
Brighton, CO 80603
- **RDC 10**
500 E High Street
London, OH 43140
- **RDC 11**
4510 Alitalia Ave
Stockton, CA 95206
- **RDC 13**
19499 NE Riverside Pkwy
Portland, OR 97230
- **RDC 14**
15 Ridge Rd
Putnam, CT 06260
- **RDC 16**
3140 Colley Rd
Beloit, WI 53511
- **RDC 17**
7701 Staples Dr
Lithia Springs, GA 30122
- **RDC 20**
1500 S DuPont Ave
Ontario, CA 91761
- **RDC 21**
201 S Northpoint
Drive Coppell, TX 75019
- **RDC 23**
125 Mushroom Blvd
Rochester, NY 14623
- **RDC 24**
1400 N Cambridge Street
Kansas City, MO 64120
- **RDC 25**
8602 W Buckeye Rd, Suite 103
Tolleson, AZ 85353
- **RDC 26**
600 Jefferson Ave
Secaucus, NJ 07094
- **RDC 28**
6400 Hollister Rd

- [Houston, TX 77040](#)
- **RDC 30**
- [3900 South American Way](#)
- [Idaho Falls, ID 83402](#)

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Quill's Response: Please reference the section "90-Day Post Award Marketing Strategy" on slides 20-31 of Quill's attached Marketing Plan.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- Creation and distribution of a co-branded press release to trade publications
 - Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - Design, publication and distribution of co-branded marketing materials within first 90 days
 - Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Quill's Response: Please reference the section "90-Day Post Award Marketing Strategy" on slides 20-31 of Quill's attached Marketing Plan.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Quill's Response: Please reference the section "Onboarding Process" on slides 32-36 of Quill's attached Marketing Plan.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
Quill's Response: Please reference the section "Logo reproduction acknowledgement" on slide 31 of Quill's attached Marketing Plan.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- Quill's Response:** Please reference the following sections on Quill's attached Marketing Plan: "90-Day Post Award Marketing Strategy" on slides 20-31, "Onboarding Process on slides 33-36, and "Quill Seller Training" on slides 37-40.
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- Quill's Response:** Please reference the section "Quill Seller Training" on slides 37-40 of Quill's attached Marketing Plan.
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- Quill's Response:** Please reference Quill's OMNIA Support Team on slide 6 of Quill's attached Marketing Plan.
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
Quill's Response: Please reference the section "Sales Team Hierarchy: Public Sector" on slide 7 of Quill's attached Marketing Plan.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
Quill's Response: Please reference the following sections on Quill's attached Marketing Plan: "Onboarding Process" on slides 32-36 and "Quill Seller Training" on slides 37-40.
Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
Quill's Response: Please reference the following sections on Quill's attached Marketing Plan: "Quill Order & Account Management Capabilities" on slides 10-19 and "Onboarding Process" on slides 32-36.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Quill's Response: Quill LLC respects Customer confidentiality and cannot provide requested information, as we also protect your information from providing to other entities. Please reference the section "Proven Success as a Public Sector Vendor" on slide 9 of Quill's attached Marketing Plan.

Quill's Public Sector Sales over the past 3 years have been:

- 2020: \$208.7 million
- 2021: \$226.5 million
- 2022: \$241.1 million

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
Quill's Response: Please reference the section "Quill Order & Account Management Capabilities" on slides 10-19 of Quill's attached Marketing Plan.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Quill's Response: Quill cannot guarantee specific minimum contract sales at this time. Quill agrees to pay an Administrative Fee of 3% of the actual Contract Sales under the Master Agreement under this Request for Proposal.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Quill's Response: Individual bid requests and possible solutions offered:

1. Lead with the OMNIA Contract highlighting the competitive bid & public award process that eliminates a need for bids and, outside of robust contract pricing discounts, satisfies all procurement requirements by the public agencies
2. If a customer insists on an individual bid process, Quill will proceed with offering the OMNIA contract pricing with all generated sales reported to OMNIA Partners

Note: These two scenarios outline our individual bidding strategy regarding existing OMNIA participants. The goal is not to cannibalize the existing OMNIA Partners contract but rather provide a hybrid solution that satisfies both the individual district/schools' bid requirement as well as protecting the contract sales.



Quill Plan:

Solicitation 23-03 Educational School Supplies,
Instructional Solutions, and Related Products



Qualifications & Experience

A proven and vetted vendor in the Public Sector marketplace



Background: Founded in 1956, **Quill** has pioneered the growth of direct marketing in the business products industry and has been a leader in discount pricing and outstanding customer service. Our major business line is office supplies, school supplies, furniture, customer imprints and office technology. Quill operates 18 regional distribution centers located in strategic areas of the United States which allows us to deliver within 1-2 days with a 97% On-Time Delivery metric.

Mark Roszkowski
Mark Roszkowski
President, Quill



Employee ID Number: 04-2896127 Large Business

Sic No.: 5961 **Duns No.:** 025273202 **DHR NO.:** 9727800
NAICS: 454113

Corporate Headquarters:

300 Tri-State International Drive
Suite 300
Lincolnshire, IL 60069

Ownership: Corporation registered in Delaware on December 15, 1977, and converted to a Delaware Limited Liability Company on February 4, 2018
Principal Owners: Sycamore Partners II, L.P.

Number of Employees: 800

Affiliation: Wholly owned subsidiary of Staples, Inc., 500 Staples Dr., Framingham, MA 01702

F.O.B.: No Charge for Bid Customer

Warranty on products: Per Manufacturer

Payment Terms: Net 30 days – Accept Visa, MasterCard, Discover, American Express, and GSA SmartPay Card



About Quill

- Quill is a \$1.1 billion dollar organization, delivering over 5M orders annually to customers nationwide, including a large percentage of K-12, higher education, government and nonprofit organizations
- A robust product portfolio with over a hundred thousand curated products!
- Education-specific product assortment includes all the basics from classroom supplies, construction paper, arts & crafts, to STEAM/STEM and expands to professional cleaning, PPE, classroom furniture, technology, and custom print solutions
- With 18 regional distribution centers, our education customers enjoy FAST, FREE shipping with no order minimums and with a 97% On-Time delivery results.



Quill Differentiator



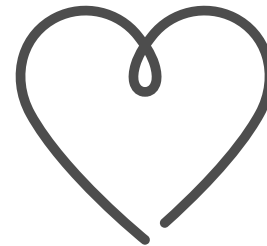
Next-Day Supplies

Get what you need with Free Next-Day delivery on orders placed by 2pm.



Always Something Extra

Bring something extra to your organization: earn points for each dollar spent and redeem for instant savings and/or gifts for your staff, students or classrooms via the Rewards Center



A Human Touch

Whether you prefer a quick chat online, to talk on the phone, or to exchange emails, we're always happy to help

OMNIA support team	Contact Name	Title	Phone	Email	Key responsibilities
Executive Support	Mark Roszkowski	President	203-219-5711	mark.roszkowski@quill.com	Responsible for all Quill strategic direction and operations.
Executive Support	Kaylynn Rudy	Head of Sales	847.876.3600	kaylynn.rudy@quill.com	Part of the Quill executive board and oversees the entire Quill sales department.
Marketing	Katie Strezo	Marketing Mgr.	847.876.3862	katie.strezo@quill.com	Owens oversees the Quill marketing team and collaborates with the digital marketing and go-to market teams.
Sales	Romi Moormeier	National Sales Mgr.	847.876.4676	romi.moormeier@quill.com	Oversees the Quill inside sales force, including the two public sector teams.
Sales	Therese Schwarz	Public Sector Team Mgr.	847.876.4352	therese.schwarz@quill.com	Reports to Romi and leads one of the Quill Public Sector account management teams.
Sales	Jason Koepke	Public Sector Team Mgr.	847.876.3355	jason.koepke@quill.com	Reports to Romi and leads one of the Quill Public Sector account management teams.
Sales	Sarah Sherman	Sr. Inside Sales Mgr.	847.876.4318	sarah.sherman@quill.com	Oversees our outbound seller teams, including the Public Sector Business Development team.
Sales	Krista Strnad	Business Development Mgr.	847.876.4204	krista.strnad@quill.com	Reports to Sarah Sherman and leads the Public Sector Business Development team.
Financial Reporting	Becky Luloff	Sr. Data Analyst	847.876.4297	becky.luloff@quill.com	Responsible for the monthly OMNIA reporting and administration fee calculations.
Accounts Payable	Judi Kaye	Financial Analyst	847.876.4141	judi.kaye@quill.com	Processes the administration fee payments.
Contract	Karrie Campanella	Sales Effectiveness Mgr.	847.876.4230	karrie.campanella@quill.com	Oversees Quill's bids and sales support teams and is primarily responsible for the public sector sales strategies and process/tool optimization.
Contract	Sarah Lindberg	Bid Team Mgr.	847.876.4331	sarah.lindberg@quill.com	Reports to Karrie and manages the bids team that is responsible for processing and maintaining of all cooperative contracts, including the Master Agreement with the OMNIA Partners.
Sales Support	Samra Cejvan	Strategic Partnership Mgr.	847.876.5451	samra.cejvan@quill.com	Owens the primary OMNIA Partners vendor relationship and is responsible for the acquisition and sales strategies to grow the overall contract sales.
Sales Support	Carl Russell	Assistant Partnership Mgr.	847.876.5345	carl.russell@quill.com	Reports to Samra and supports the implementation of sales strategies, seller training, and communication with the OMNIA Partners inside sales teams.

Sales Team Hierarchy: Public Sector



- Prospecting & reactivation lead campaign with 8 sellers
- New public sector or 12+ mos. lapsed accounts
- **Goal:** leverage the contract to engage, generate a sale, and qualify as a lead to the appropriate Account Management team for an ongoing support and revenue growth

- Active public sector customer book of business with 5 sellers
- Small school districts with simplified hierarchies and self-serve solutions
- **Goal:** leverage the contract to expend the existing product mix and provide tailored support with a dedicated account manager

- Active public sector customer book of business with 17 sellers
- Medium to large school districts with more complex hierarchies that require more tailored solutions and VIP support experience
- **Goal:** leverage the contract to expand the existing product mix and provide tailored support with a dedicated account manager

- 10 specialists support sellers across all Quill channels by coordinating special projects in their specialized area
- Each specialist will execute a project in their area of expertise by working with Quill vendors to source & recommend products, work within customer’s given budget to competitively price under the contract, and to ensure a smooth delivery, all tailored to the customer specific needs

Industry Reputation

Quill is respected by our customers and vendors for our “we care” approach to the way we do business and our unwavering dedication to outstanding customer service.

Because of Quill’s superb customer service model, small to mid sized businesses and school districts prefer working with Quill as they get the best customer service in the industry. Quill treats every customer with the utmost priority regardless of how much they spend in supplies each year.

Quill has been recognized as one of **America’s Best Customer Service Companies by Newsweek three (3) consecutive years, 2021 through 2023.**

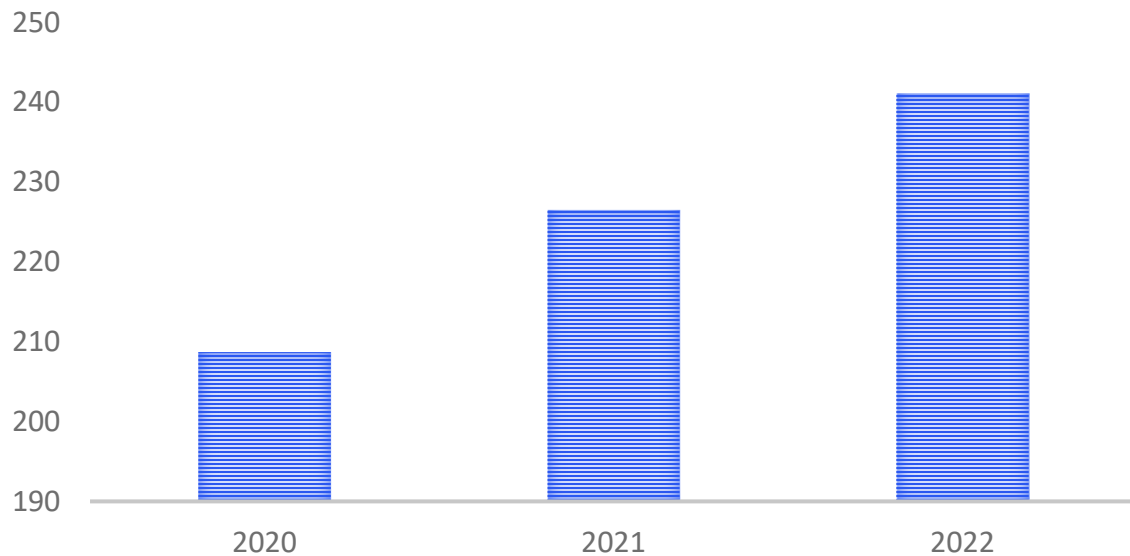
Newsweek, in partnership with global data-research firm Statisa, Inc., conducted an independent survey of more than 20,000 U.S. consumers to recognize the Best Customer Service Companies of 2022. Consumers’ ranked retailers and service providers’ quality of communication, professional competence, range of services, customer focus and accessibility.

To view Newsweek’s complete ranking and learn more about the survey’s methodology, visit: <https://www.newsweek.com/rankings/americas-best-customer-service-2023>



Proven Success As a Public Sector Vendor

QUILL PUBLIC SECTOR SALES (MILLION)



“Why” Quill for Public Sector

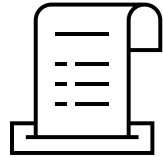
- Wide breadth of quality products and trusted brands at competitive pricing
- Custom solutions to meet procurement requirements, intricate approval hierarchies, and funding considerations all needed to provide the best possible experience for a public sector organization
- Removing procurement complexities by partnering with cooperatives like OMNIA Partners, Public Sector
- Dedicated sales team support with fast and reliable fulfillment
- Unmatched support teams from Preferred Customer Service team to our highly-skilled sellers, specializing in solutions tailored to the public sector



Quill Order & Account Management Capabilities

Simplified ordering process and easy, self-serve account management





Invoicing Process & Terms

- Each order that is placed with Quill would produce a system generated invoice that is posted on the buyer's Quill.com login and sent according to the customer billing preferences (standard mail or e-billing)
- Every customer is eligible for Net 30 terms



Payment Information

- Payments can be made at the checkout with a credit card, via secure online payment options, or mailed check
- Invoice payments are due within 30 days from the invoice date

Note: Our secure online billing portal makes it quick and easy to view Account's balance and submit invoice payments. To get setup for payment, buyers simply click the provided link and navigate to Payment Settings within the Settings tab. Quill accepts online payment for invoices through direct electronic payment.

Fast, Free Delivery No Order Minimum For OMNIA Partners Participants



Quill On-Time delivery is at 97%

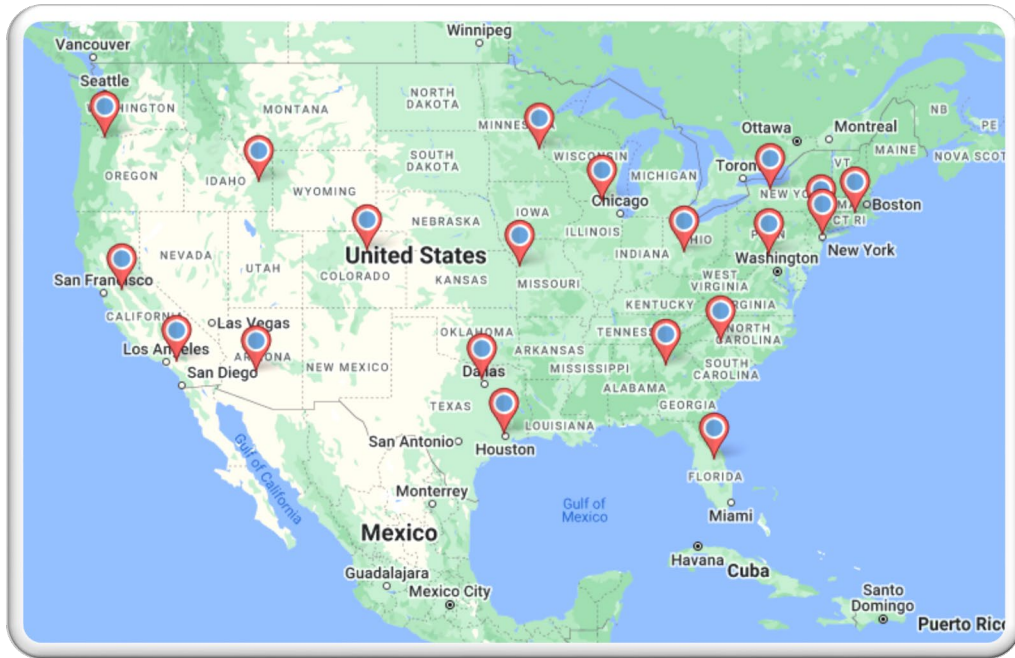
Next Day Delivery — Items marked "Next-day delivery" will be delivered the next business day.

- Orders must be placed Mon - Thu by 2:00 p.m. local time to qualify. Estimated delivery dates vary due to carrier shipping practices, items in your order, and delivery location. Customers in remote areas may not be eligible for next-day delivery. Subject to credit approval. Excludes delays resulting from circumstances beyond Quill's reasonable control, including, without limitation, natural disasters, labor strikes, or severe weather.

1-2 Day Delivery

- Items marked as "1-2 Delivery" will be delivered within 2 business days.
- Orders must be placed by 3:00 p.m. local time to qualify. Subject to credit approval. Excludes delays resulting from circumstances beyond Quill's reasonable control, including, without limitation, natural disasters, labor strikes or severe weather.

Regional Distribution Centers – next day delivery supported by distribution centers nationwide



RDC 2
3725 Westinghouse Blvd
Charlotte, NC 28273

RDC 3
1233 West County Rd E
Arden Hills, MN 55112

RDC 4
398 Antrim Commons Dr
Greencastle, PA 17225

RDC 8
10701 Central Port Dr
Orlando, FL 32824

RDC 9
200 Bromley Business Pkwy
Brighton, CO 80603

RDC 10
500 E High Street
London, OH 43140

RDC 11
4510 Alitalia Ave
Stockton, CA 95206

RDC 13
19499 NE Riverside Pkwy
Portland, OR 97230

RDC 14
15 Ridge Rd
Putnam, CT 06260

RDC 15
105 Bracken Rd
Montgomery, NY 12549

RDC 16
3140 Colley Rd
Beloit, WI 53511

RDC 17
7701 Staples Dr
Lithia Springs, GA 30122

RDC 20
1500 S DuPont Ave
Ontario, CA 91761

RDC 21
201 S Northpoint Dr Coppel,
TX 75019

RDC 23
125 Mushroom Blvd
Rochester, NY 14623

RDC 24
1400 N Cambridge St
Kansas City, MO 64120

RDC 25
8602 W Buckeye Rd, Suite 103
Tolleson, AZ 85353

RDC 26
600 Jefferson Ave
Secaucus, NJ 07094

RDC 28
6400 Hollister Rd
Houston, TX 77040

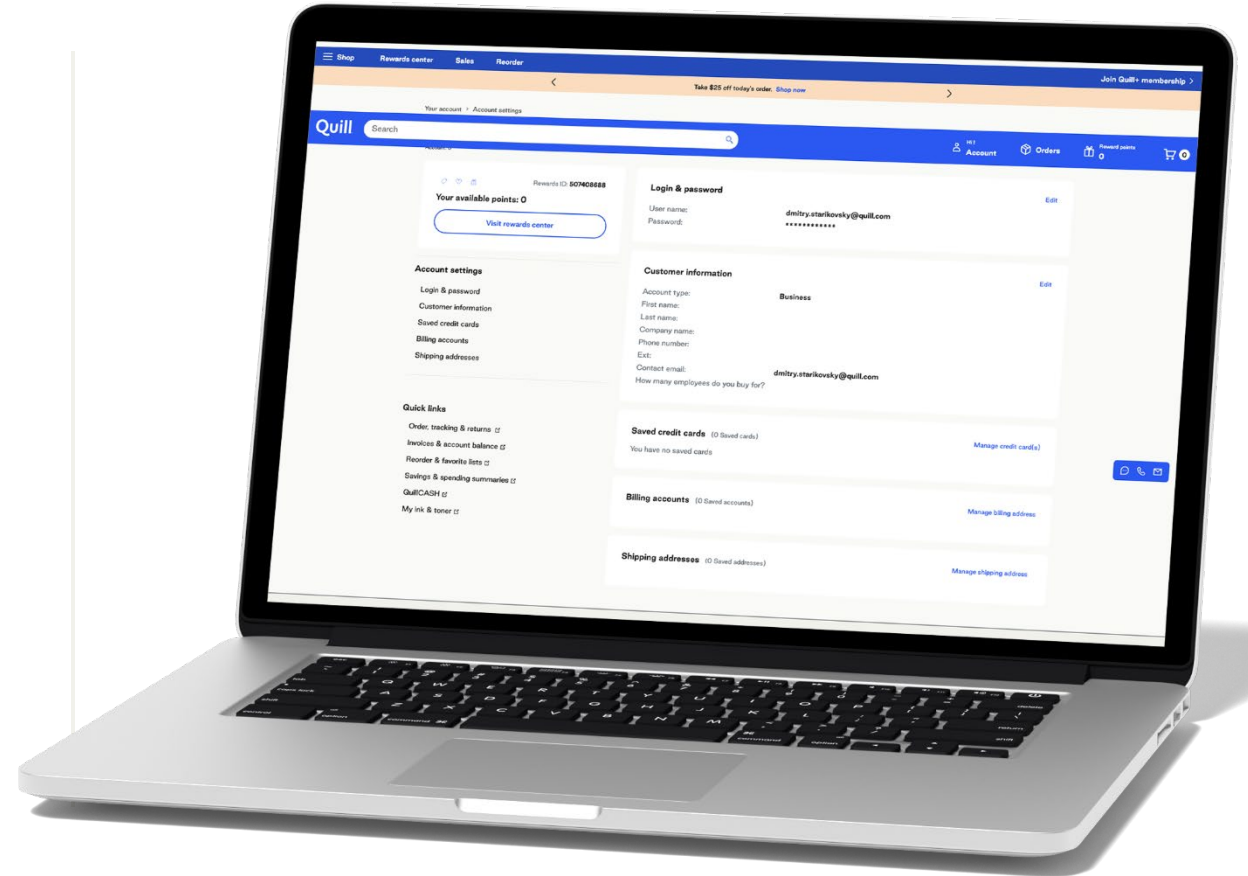
RDC 30
3900 South American Way
Idaho Falls, ID 83402



Simplified Purchasing & Account Management

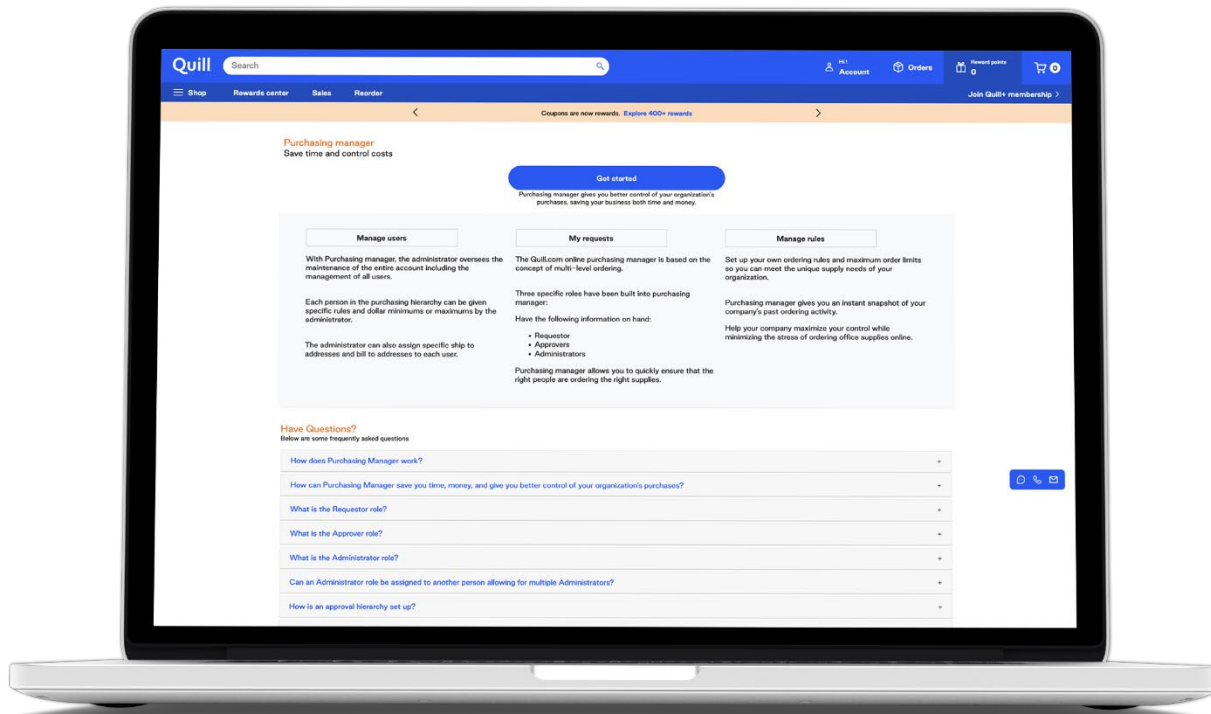
Easy, self-serve account management via the Manage My Account option on Quill.com

- Order tracking
- Account settings
- Free returns
- Reorder & favorites list
- Savings & spend summaries
- OMNIA custom pricing under “Your Special Price” section
- Rewards Center – earn points with every order and redeem for \$ off or free gifts for the staff





Simplified Purchasing & Account Management



Purchasing Manager: an online tool that utilizes a purchasing hierarchy to manage and approve orders.

Benefits:

- Allows a set up of ordering rules and maximum order limits to ensure fiscal responsibility
- Allows customers to quickly and easily coordinate orders from different locations and departments to simplify company-wide ordering.
- Helps to ensure that the right people are ordering the right supplies and reduces unapproved supply expenditures.
- Provides an instant snapshot of the entire past ordering activity and maintains a comprehensive list of online supply orders

Quill Punchout Capabilities

Quill supports e-commerce integration across multiple platforms, allowing schools and other public sector organizations to:

- Access the Quill website directly from your own procurement system with the Master Agreement pricing automatically reflected
- Streamlined purchasing
- Contract compliance
- Improved procurement accuracy and efficiency

The logo for EqualLevel, featuring the word "EqualLevel" in a green, sans-serif font.The logo for Skyward, featuring a blue arc above the word "SKYWARD" in a blue, sans-serif font.The logo for esm, featuring the lowercase letters "esm" in a red, italicized, sans-serif font with a registered trademark symbol.The logo for TradeCentric, featuring a blue circular icon with a stylized 'C' and the text "TradeCentric" above "Formerly PunchOut2Go" in a smaller font.The logo for Quill, featuring the word "Quill" in a blue, sans-serif font.The logo for OMNIA PARTNERS, featuring a blue circular icon with a stylized 'O' and the text "OMNIA" above "PARTNERS" in a blue, sans-serif font.The logo for region4, featuring a red icon of four overlapping circles and the text "region4" in a red, sans-serif font.

Reporting Capabilities

- Quill recently upgraded tools & upskilled existing Analytics and Financial Reporting teams to ensure we provide the best-in-class reporting capabilities
- We will tailor the monthly reporting to the specifications requested by the OMNIA Partners team
- Current reporting for the Quill/OMNIA Partners bid #R190304 includes:
 - ✓ Participating agency names
 - ✓ Agency address, city, state, zip code
 - ✓ Transaction date of sale
 - ✓ Contract sales for the month (\$)
 - ✓ Administration fee percentage (%) and dollar amount (\$)
 - ✓ Report totals (total sales and total payout)
- Reporting will be broken out by a contract #





Reporting Available To All OMNIA Partners Participants:

- Individual member reporting is provided at no fee
- Types of reporting that can be offered to Members:
 - ✓ Usage Report (by account number or by location) – can choose timeframe as well as categories (only ink & toner, all categories, etc.)
 - ✓ Savings Report – can show customer what they’re saving by leveraging the OMNIA Partners contract with Quill
- Custom reports are available upon request from one of our dedicated OMNIA Support Teams



90-Day Post Award Marketing Strategy

New & Existing Quill Public Sector Agencies





Marketing

Quill is excited to put its marketing efforts behind the OMNIA Partners and Quill relationship.



Dedicated OMNIA Partners landing page

January 1st

- ✓ OMNIA Partners standard logo
- ✓ A link to Quill's documentation page on the OMNIA Partners website
- ✓ A link to OMNIA Partners' website including the online registration page
- ✓ A dedicated toll-free number and email address for OMNIA Partners support teams to assist with pairing accounts with the contract
- ✓ A link to the Quill Education landing page for ease of ordering



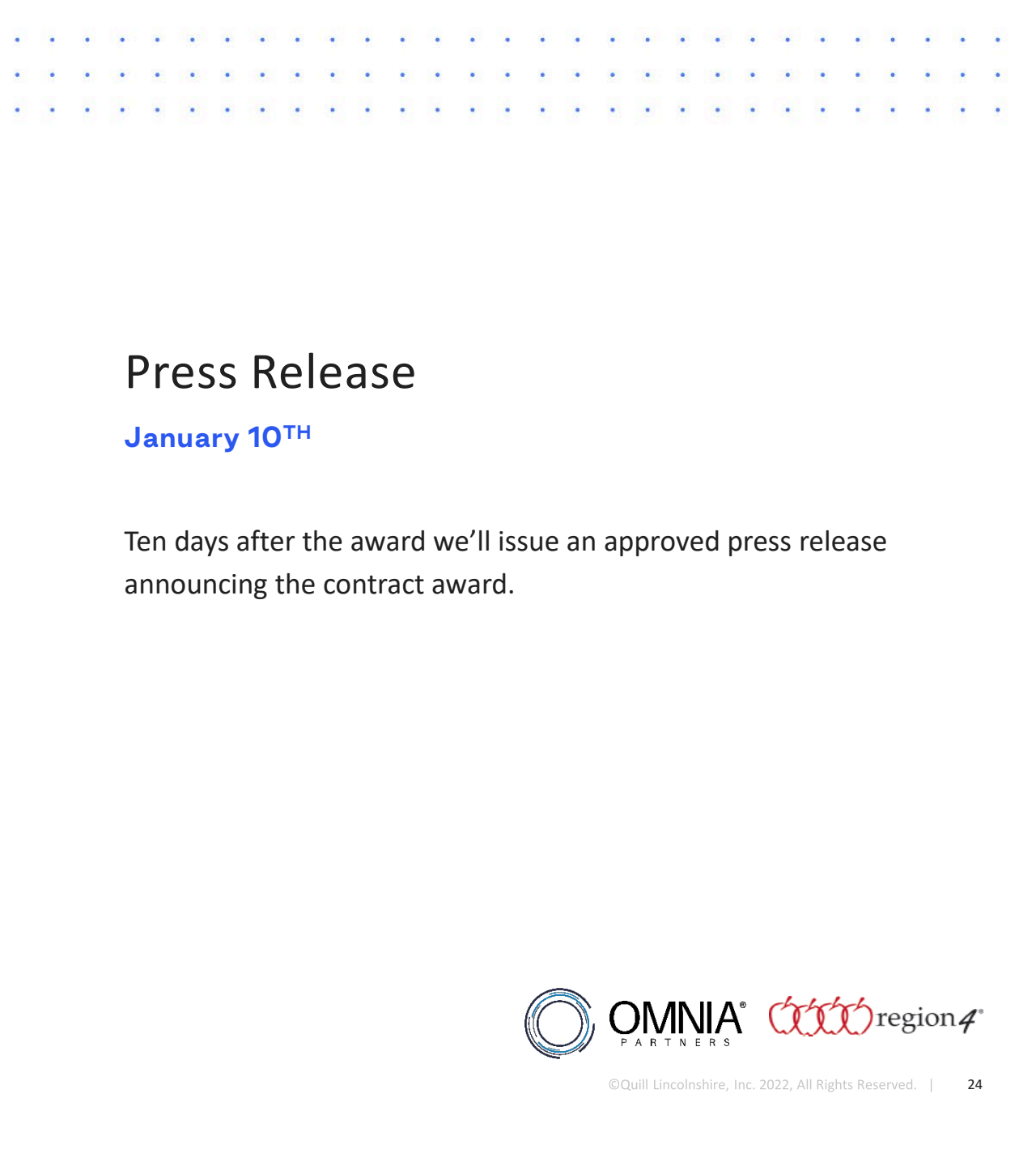


Blog

January 3RD

We'll create a blog highlighting the relationship with links where appropriate.





Press Release

January 10TH

Ten days after the award we'll issue an approved press release announcing the contract award.

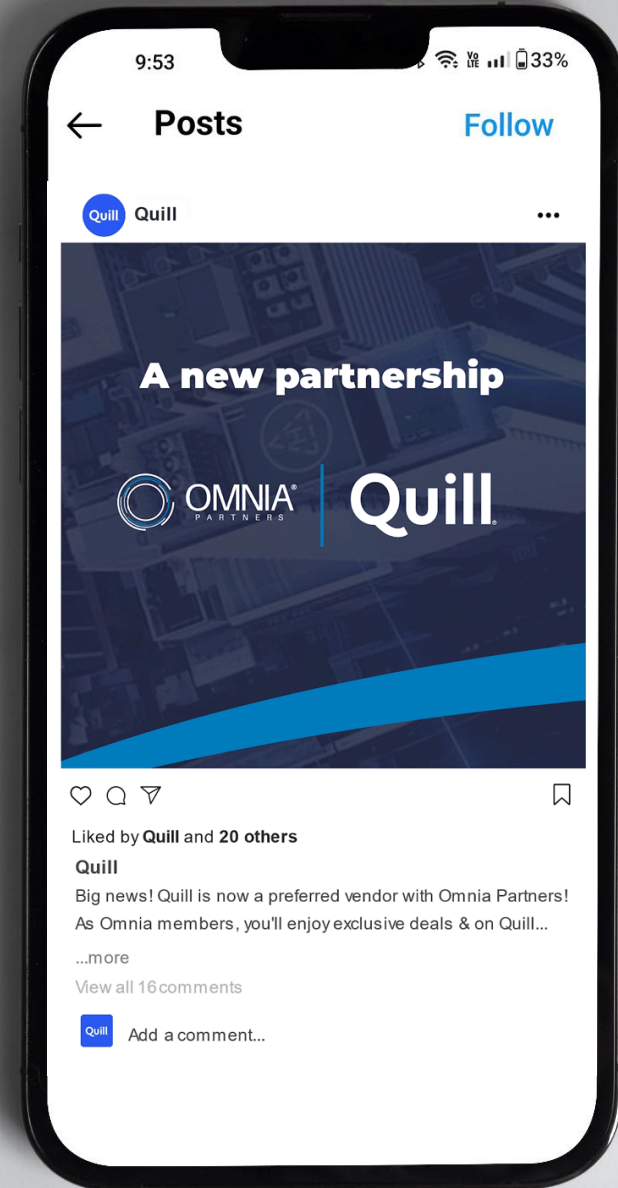


Organic Social Posts

First week of January, February, and March



In the months following the contract award we'll post about the contract award and the benefits of the relationship to our organic social platforms.



Email Send

February 1st

In the month following the contract award we'll send an email to the education segment of our email subscribers informing them of the OMNIA Partners relationship and its benefits.



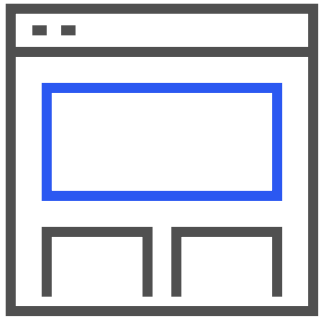
March Education Digest Special OMNIA Version

March

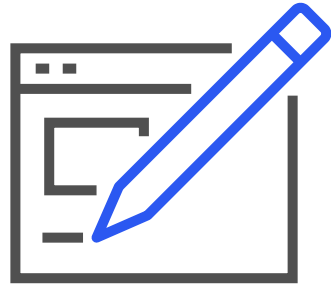
We'll also add OMNIA Partners to our March Education Digest print piece planned in March 2024.



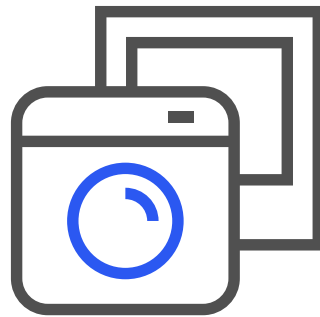
Summary of Deliverables



Landing Page



Blog
Post and
Press Release



Organic Social

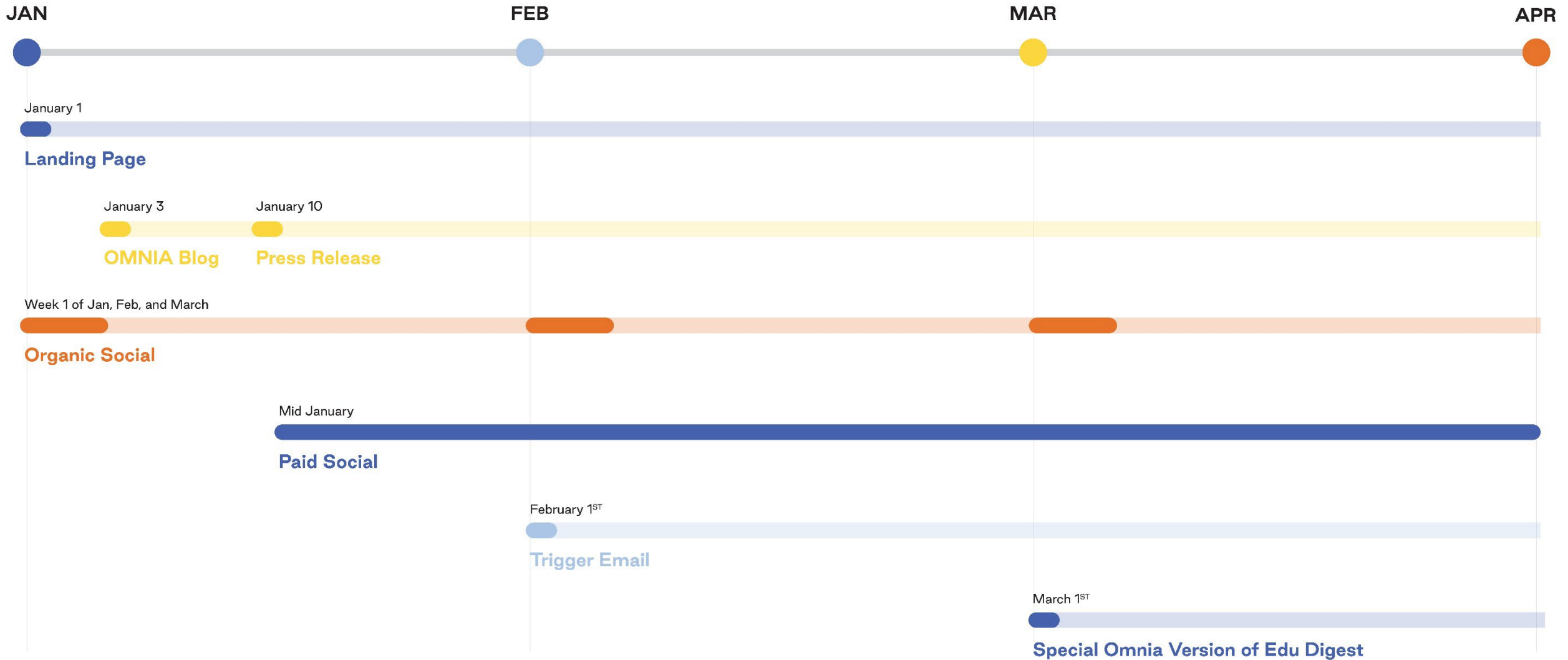


March
Edu Digest



Email

90 Day Marketing Plan



Quill's Ongoing Focus on EDU

From dedicated education shopping pages to regular emails to our education customer and our sought-after education digest, we're focused on our education customers all year long.



Logo reproduction acknowledgement

Quill will provide our logo to OMNIA Partners and gives permission for reproduction of our logo in marketing communications and promotions. The logo can be downloaded here:

<https://zeroheight.com/4e11a7a72/p/219259-wordmark>

Quill will not use the OMNIA Partners logo without permission from their organization.



Onboarding Process

Transitioning new and/or existing public agencies to the Master Agreement

Quill-generated leads

Step 1: A seller determines eligibility for the contract based on the organizational type

Step 2: Leverages OMNIA Connect database to identify if a current OMNIA member. If not, directs the customer to the OMNIA registration link before pairing with the contract

Step 3: Pairs the contract once membership is confirmed and instructs the customer on the next steps of the process

Step 4: Rep calls back the customer for an onboarding call including a website and contract pricing walk through

Note: All leads will be contacted by our sales team and onboarded to the contract within 24 business hours

OMNIA Partners-generated leads

Step 1: A dedicated Quill POC receives the lead (Strategic or Assistant partnership manager)

Step 2: Th POC acknowledges the receipt and follows up with the customer for additional discovery to determine the appropriate next steps. If new to Quill, a new account will be created with NET30, tax exempt status if applicable, and paired with the contracted pricing

Step 3: Once the account setup is complete, the lead is assigned to our Public Sector Business Development team for onboarding and further engagement

Step 4: Once the customer is fully engaged and starts purchasing under the contract, the Business Development rep will transition the customer to a dedicated Public Sector Account Manager who will own the relationship and support the customer long-term



Linking Members To Contract Pricing

- Member onboarding to the Master Agreement is simple and easy
- Once Quill verifies member OMNIA participation, our bid team links the customer's account number to the Master Agreement which immediately pushes pricing and benefits to that customer
- We have systematic rules in place so the customer is guaranteed they will always receive their contract pricing and benefits through any channel that they so choose to shop (online, phone order, email, etc.)

On-Going Strategies

All customers will have OMNIA Partners messaging in key touch points to maximize participation and opportunities

Acquisition Sales	Account Management Sales	Marketing	Customer Service Team	Contract Awareness
<p>Quill BDE team will focus on calling eligible public agencies to acquire new members while leveraging the contract</p>	<p>Quill sales rep will contact a customer & educate on:</p> <ul style="list-style-type: none"> • Pricing • Procurement contract benefits • Product assortment • Value-add benefits when purchasing with Quill 	<p>Our marketing team will:</p> <ul style="list-style-type: none"> • Generate customer co-branded materials • Provide sales teams with additional job aids and sales collateral • Implement ongoing go-to market strategies to grow contract sales 	<p>Best-in-class customer service team will be available and ready to assist OMNIA Partners participants on any pre or post sale inquiries, ensuring a positive CX</p>	<ul style="list-style-type: none"> • Attend tradeshow and conferences • Partner closely with the OMNIA inside sales team on acquisition and revenue growth • Attend the annual OMNIA Connections event

Other Quill Cooperative Contracts

- REMC SAVE: awarded for all districts & government entities in Michigan
- AEPA: awarded contract to utilize their bid in 25 states
- Region 4 ESC: awarded a national OMNIA Office Supply bid #R190304

Individual bid requests and possible solutions offered:

1. Lead with the OMNIA Contract highlighting the competitive bid & public award process that eliminates a need for bids and, outside of a robust contract pricing discounts, satisfies all procurement requirements by the public agencies
2. If a customer insists on an individual bid process, Quill will proceed with offering the OMNIA contract pricing with all generated sales reported to OMNIA Partners

Note: These two scenarios outline our individual bidding strategy regarding existing OMNIA participants. The goal is not to cannibalize the existing OMNIA Partners contract but rather provide a hybrid solution that satisfies both the individual district/schools' bid requirement as well as protecting the contract sales.

Quill Seller Training

Training cadence across all Quill Public Sector seller channels



Initial Seller Training Across All Sales Channels

- Award details – structure and benefits
- Bid solicitation and award process overview
- Effective contract positioning and call strategy: value prop, discovery, strong recommendation, overcoming objections, and follow up tactics
- Value proposition to include but not limited to:
 - ✓ A competitively solicited and publicly awarded contract by the Region 4 lead agency
 - ✓ Best cooperative pricing
 - ✓ No cost to participate
 - ✓ Quill's tailored support & solutions

- Supporting collateral:
 - ✓ Co-branded contract PDF to be shared with existing and new purchasers
 - ✓ Sales methodology talking points for an easy reference while on a call
 - ✓ Sales Enablement SharePoint – a central resource for all things related to the OMNIA Partners contract and public sector procurement requirements

Timeline: November 1st

Supplemental training session

- Contract overview
- The OMNIA Connect refresher
- Prospecting strategies to increase the number of unique contract buyers
- Sales strategies to increase customers' share of wallet with the existing OMNIA Partners buyers
- Role play exercises
 - The Master Agreement prospects– qualification & approach
 - Current Quill OMNIA Partners agencies – qualification and positioning of the new award
- Leveraging the OMNIA Partners inside sales relationships
 - ✓ Connecting with the appropriate OMNIA POC for a collaborative approach to grow sales
 - ✓ Timely follow up on all OMNIA Partners-generated leads and continued communication throughout the lead process
 - ✓ Sharing vital information between all sellers in order to maximize contract sales and provide the best-in-class customer experience

Timeline: December

Ongoing Training Throughout the Master Agreement Term

All sales channels

- Quarterly refresher sessions
 - What is working?
 - What are the challenges?
 - Quill & OMNIA seller partnership
 - Educational and procurement intel to assist with positioning the Master Agreement
 - Share new marketing material with the sellers based on the education seasonality and purchasing cycle
 - Ongoing communication & training materials distributed to the OMNIA Partners Inside Sales Team

New hire training

- Full OMNIA Partners training - the combination of the initial and supplemental training
- Ensure deep understanding of the contract and the procurement process
- Sales strategies
- Role plays

Quill®

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Staples, Inc.		
	2 Business name/disregarded entity name, if different from above Quill LLC		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) <u>5</u>
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 500 Staples Drive		Requester's name and address (optional)
6 City, state, and ZIP code Framingham, MA 01702			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-			-		
or									
Employer identification number									
0	4	-	2	8	9	6	1	2	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Donna M. King</i>	Date ▶ 1/4/23
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

LIVE REPORT

QUILL LLC
 Tradestyle(s): (SUBSIDIARY OF STAPLES, INC., FRAMINGHAM, MA)

ACTIVE **HEADQUARTERS**

D-U-N-S Number: 02-527-3202
Phone: +1 800 982 3400

Address: 100 Schelter Rd, Lincolnshire, IL, 60069, United States Of America
Web: www.quill-survey.com
Endorsement: Joel.shern@quill.com
Exclude from Portfolio Insight: No
Folders: All Companies

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)			
KDE Name		Current Status	Details
Maximum Credit Recommendation		US\$ 790,000	
Judgments (Open) - Number		0	
Judgment Found		N	
Out of Business Indicator		N	
Number of Negative Payments		UNAVAILABLE	
Total Liabilities / Net Income		UNAVAILABLE	
Delinquency Score Raw	↑	538	Low to Moderate Risk of severe payment delinquency.
Failure Score Raw	↑	1464	Moderate Risk of severe financial stress.
Years with Current Management		1998	
Years In Business		67 years	
Total Payment Experiences		46	Total number of trade payment experiences collected by D&B.
Net Worth		UNAVAILABLE	
Number of Slow Payments		7	
Highest Credit		100,000.00	Highest credit granted in the past 24 months.
High Credit - Average		15,907.00	Average High Credit for payment experiences reported to D&B.
Employees		2200	Includes Officers, 0 employed here.
PAYDEX®	↑	76	6 Days Beyond Terms

Delinquency Score	↑	76	Low to Moderate Risk of severe payment delinquency.
Failure Score	↑	41	Moderate Risk of severe financial stress.
D&B Viability Rating		4 6 B Z	View More Details
Bankruptcy Found		N	
D&B Rating		1R4	10 employees and over, Higher than Average Risk

DETAILED TRADE RISK INSIGHT™



PAYDEX® TREND CHART ?

ALERTS ?

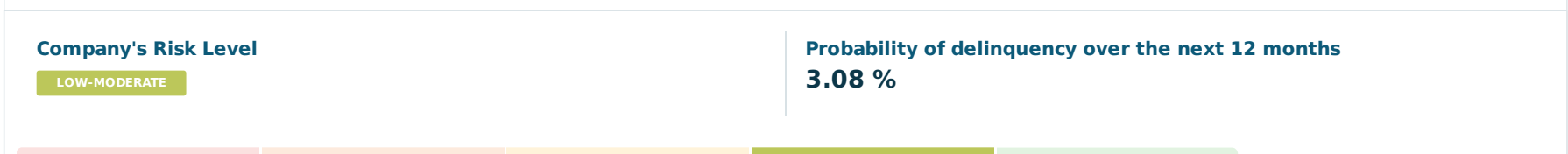


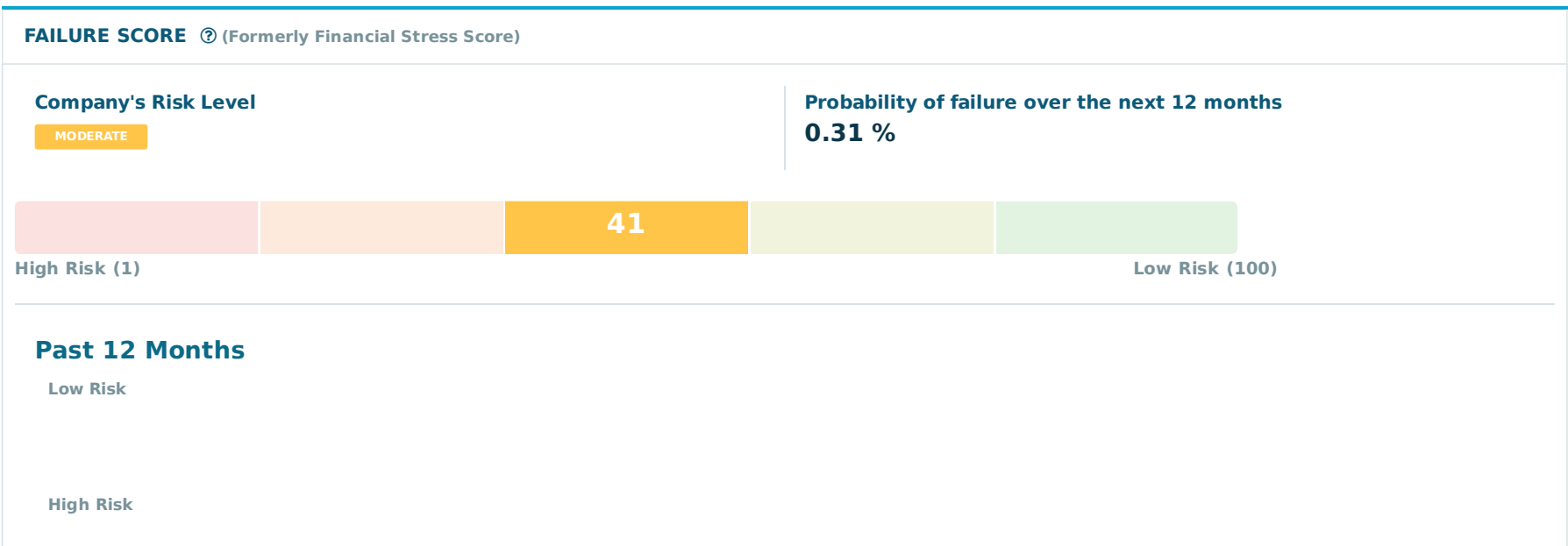
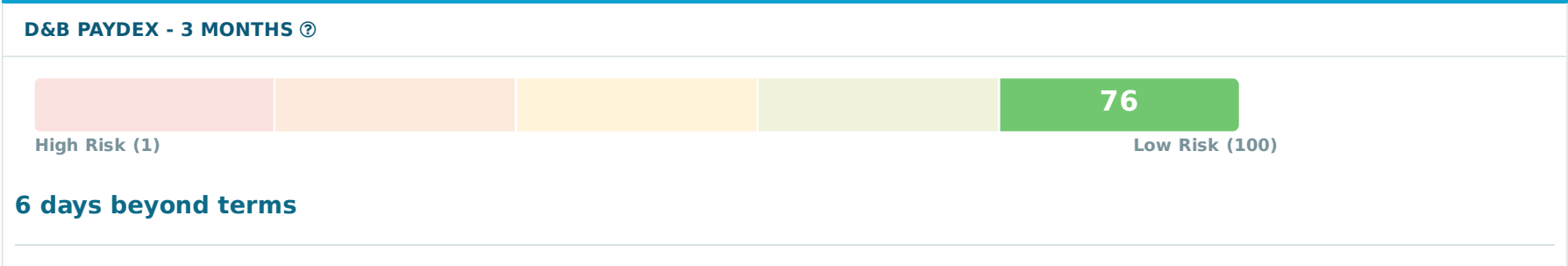
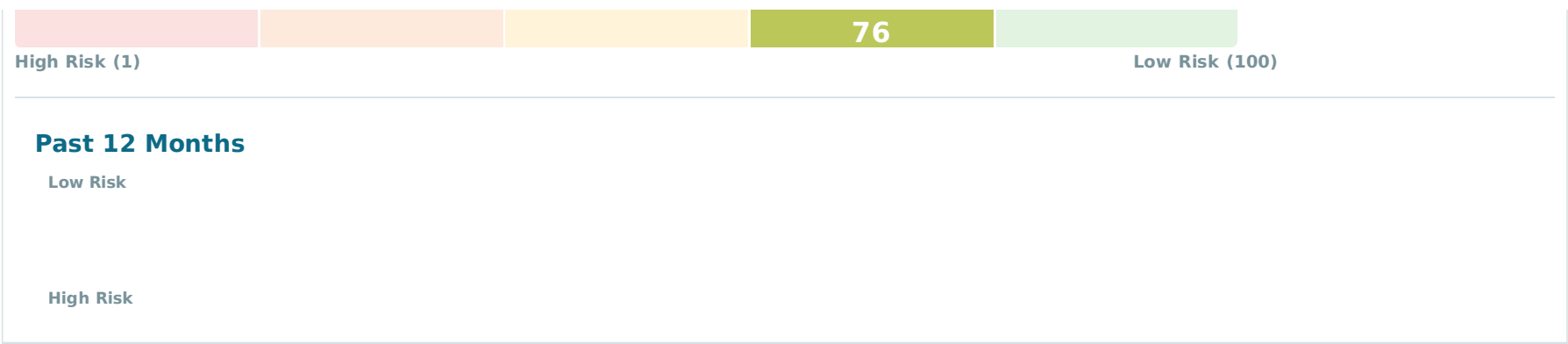
There are no alerts for this D-U-N-S Number.

OWNERSHIP

Subsidiaries 11	Branches 11	Total Members 3,603	
This company is a Headquarters, Parent, Subsidiary.			
	Immediate Parent	Global Ultimate	Domestic Ultimate
Name	Staples, Inc.	Sycamore Partners Management, L.P.	Sycamore Partners Management, L.P.
Country	United States	United States	United States
D-U-N-S	15-106-4821	96-973-6342	96-973-6342
Others	-	-	-

DELINQUENCY SCORE ? (Formerly Commercial Credit Score)





SBRI ORIGINATION

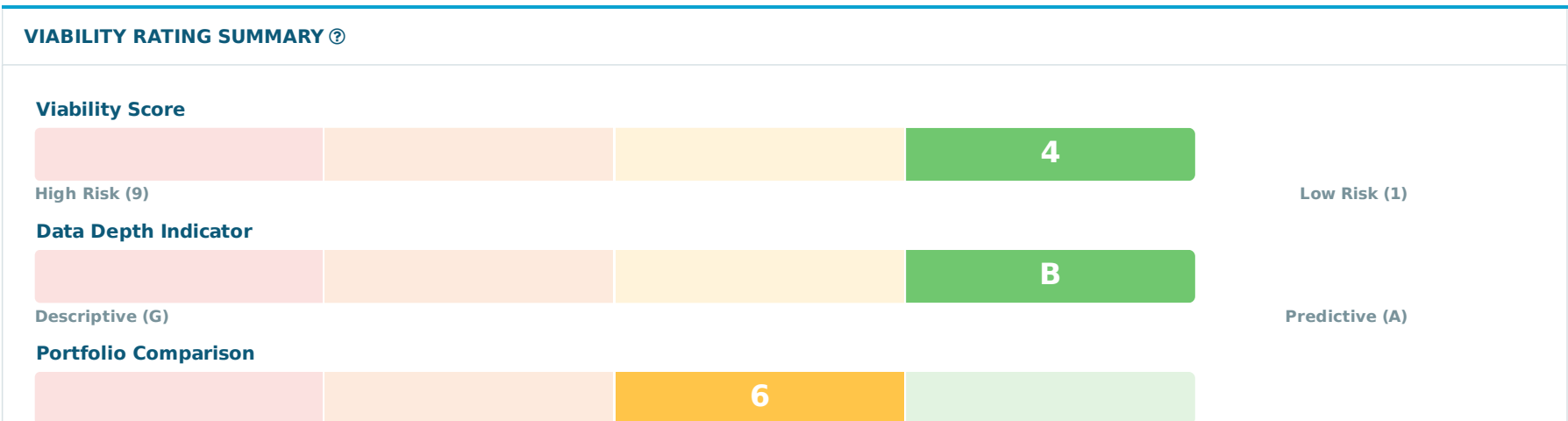
i

No SBRI Origination Score data is currently available.

SBRI ORIGINATION

i

No SBRI Origination Score data is currently available.



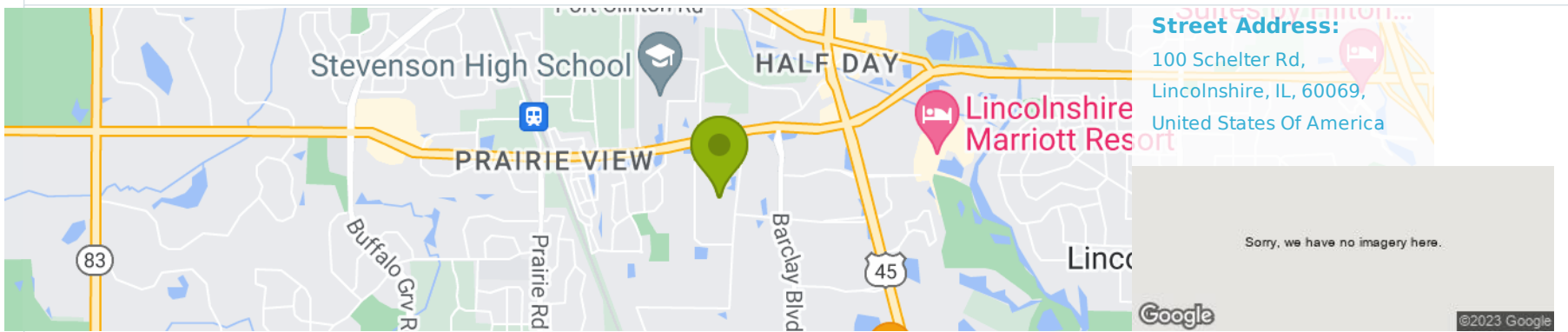
High Risk (9)

Low Risk (1)

Financial Data	Unavailable
Trade Payments	
Company Size	
Years in Business	-

COMPANY PROFILE

D-U-N-S 02-527-3202	Mailing Address PO Box 37600 Philadelphia, PA, 19101, UNITED STATES	Employees 2,200 (850 here)
Legal Form Corporation (US)	Telephone +1 800 982 3400	Age (Year Started) 67 Years (1956)
History Record Clear	Website www.quill-survey.com	Named Principal Ronald Sargent, PRES-SEC
Date Incorporated 01/10/2017	Present Control Succeeded 1998	Line of Business Ret stationery
State of Incorporation NEW JERSEY		SIC 5943
Ownership Not publicly traded		NAICS 459410



STOCK PERFORMANCE



No stock performance data is available for this D-U-N-S Number.

WEB & SOCIAL POWERED BY FIRSTRAIN

Five Years Of Wayfair: Continuing Complexity In State Taxes Forbes 21-Jun-2023

Is Quad Graphics Decision Innocuous or a Jurisprudential Threat? Bloomberg Law 25-Jan-2023

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	1	02/06/2019
UCC	2	10/30/2013

FINANCIAL OVERVIEW - PROFIT AND LOSS

Profit & Loss ^[1]

Amount ^[2]

Last 2 Years

Interim
2. (In Single Units)
Source: D&B

FINANCIAL OVERVIEW - BALANCE SHEET

Balance Sheet ^[1]

Amount ^[2]

Last
2
Years

Interim
2. (In Single Units)
Source: D&B

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS



No Data Available

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

D&B RATING ⓘ

Employee Size

1R: 10 employees and over

Current Rating as of 03/18/2019

Risk Indicator

4: Higher than Average Risk

TRADE PAYMENTS

Highest Past Due:

10,000

Highest Now O
wing
100,000

Total Trade Ex
periences
46

Largest High C
redit
100,000

NOTES

Add Note



No notes is available for this D-U-N-S Number.

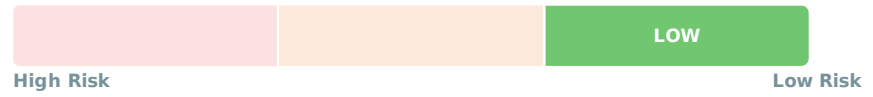
COUNTRY/REGIONAL INSIGHT



United States Of America

The Fed's breather one year after inflation peaked in the US prefaces a difficult 'last mile' fight against still rising prices; as the economy trudges on, businesses brace for a slowdown ahead.

Risk Category



Available Reports

Country Insight Report (CIR) ⓘ

Current Publication Date: 07/13/2023

Country Insight Snapshot (CIS) ⓘ

Current Publication Date: 07/13/2023

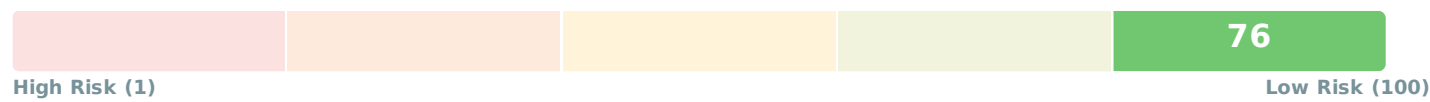
D&B MAX CREDIT RECOMMENDATION ⓘ

MAXIMUM CREDIT RECOMMENDATION

US\$ 790,000

The recommended limit is based on a moderately low probability of severe delinquency.

D&B PAYDEX® ⓘ



6 days beyond terms

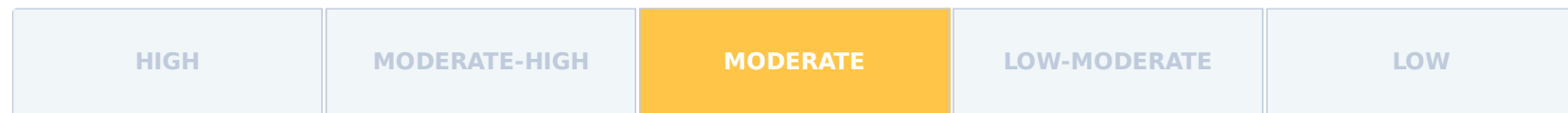
Past 24 Months

Low Risk

High Risk

OVERALL BUSINESS RISK ⓘ

Dun & Bradstreet thinks...



Overall assessment of this organization over the next 12 months:

Based on the predicted risk of business discontinuation:

Based on the predicted risk of severely delinquent payments:

Stability Concerns

Average-Risk-Of-Discontinued-Operations-Or-Business-Inactivity

Low Potential For Severely Delinquent Payments

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

ACCOUNT SUMMARIES

Total Current Balance

Total Past Due
Total Past Due Cycle 1
Total Past Due Cycle 2
Total Past Due Cycle 3
Total Past Due Cycle 4
Total Past Due Cycle 5
Total Charge Off Amount

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
No data found															

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH

MODERATE-HIGH

MODERATE

LOW-MODERATE

LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABILITY CONCERNS**
- Based on the predicted risk of business discontinuation: **AVERAGE-RISK-OF-DISCONTINUED-OPERATIONS-OR-BUSINESS-INACTIVITY**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US\$ 790,000

The recommended limit is based on a moderately low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked **4** have a probability of becoming no longer viable: **5 %**
- Percentage of businesses ranked **4**: **14 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Moderate Risk**
- Businesses ranked **6** within this model segment have a probability of becoming no longer viable: **5 %**
- Percentage of businesses ranked **6** with this model segment: **9 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below.

Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:

Z

Subsidiary

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE



- Composite credit appraisal is rated limited
- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- High proportion of slow payment experiences to total number of payment experiences
- Unstable Paydex over last 12 months

Level of Risk Moderate	Raw Score 1464	Probability of Failure 0.31 %	Average Probability of Failure for Businesses in D&B Database 0.48	Class 3
---	---------------------------------	--	---	--------------------------

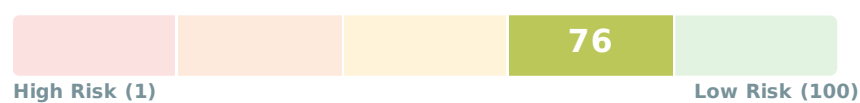
Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	41
Region:(EAST NORTH CENTRAL)	26
Industry:GENERAL RETAIL	33
Employee range:(500-2300000)	53
Years in Business:(11-25)	43

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE



- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Proportion of past due balances to total amount owing
- Evidence of open suits

Level of Risk Low-Moderate	Raw Score 538	Probability of Delinquency 3.08 %	Compared to Businesses in D&B Database 10.2 %	Class 2
---	--------------------------------	--	--	--------------------------

Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	76
Region:(EAST NORTH CENTRAL)	37
Industry:GENERAL RETAIL	36
Employee range:(500-2768886)	75
Years in Business:(11-25)	46

D&B PAYDEX



When weighted by amount, Payments to suppliers average days_beyond_terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79

Equals 2 Days Beyond Terms

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago.

When weighted by amount, Payments to suppliers average 6 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79

Equals 2 Days Beyond Terms

Business and Industry Trends

5943 - Ret stationery

D&B RATING

Current Rating as of 03/18/2019

Employee Size

1R: 10 employees and over

Risk Indicator

4: Higher than Average Risk

Previous Rating

Employee Size

1R: 10 employees and over

History since 05/26/1999

Date Applied

D&B Rating

10/23/2017

--

10/09/2017

1R4

09/19/2017

--

03/12/2015

1R3

09/18/2014

1R4

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour

6

Days Beyond Terms

Highest Now Owing:

US\$ 100,000

% of Trade Within Terms

70%

Total Trade Experiences:

46

Largest High Credit:
US\$ 100,000

Average High Credit:
US\$ 15,907

Highest Past Due

US\$ 10,000

Total Unfavorable Comments :

0

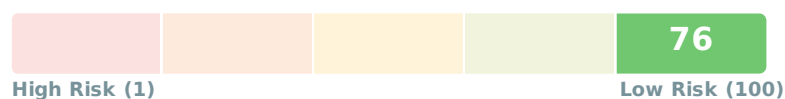
Largest High Credit:
US\$ 0

Total Placed in Collections:

0

Largest High Credit:
US\$ 0

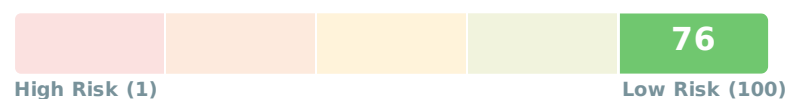
D&B PAYDEX



When weighted by amount, Payments to suppliers average days_beyond_terms

- High risk of late payment (Average 30 to 120 days beyond terms)

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago.

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☐ Medium risk of late payment (Average 30 days or less beyond terms)

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☐ Medium risk of late payment (Average 30 days or less beyond terms)

☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 79
Equals 2 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

5943 - Ret stationery

	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	6/22	7/22	8/22	9/22	10/22	11/22	12/22	1/23	2/23	3/23	4/23	5/23	6/23	Current 2023
This Business	72	71	68	68	70	67	66	66	64	62	63	63	62	68	71	69	70	71	77	75	75	76	76	76
Industry Quartile																								
Upper	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-
Median	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-	-	79	-
Lower	-	67	-	-	67	-	-	67	-	-	68	-	-	68	-	-	68	-	-	68	-	-	68	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	1	US\$ 100,000	100
50,000 - 99,999	1	US\$ 80,000	100
15,000 - 49,999	4	US\$ 100,000	85
5,000 - 14,999	2	US\$ 15,000	0
1,000 - 4,999	5	US\$ 6,500	69
Less than 1,000	6	US\$ 750	60

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

[Collapse All](#) | [Expand All](#)

Industry Category-	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼25 - Furniture and Fixtures	3	100,000	50	50	0	0	0
2522 - Mfg nonwd office furn	2	100,000	100	0	0	0	0
2511 - Mfg wood home furn	1	5,000	0	100	0	0	0
▼27 - Printing, Publishing and Allied Industries	1	10,000	0	50	0	0	50
2761 - Mfg manifold forms	1	10,000	0	50	0	0	50
▼35 - Industrial and Commercial Machinery and Computer Equipment	2	80,000	50	0	0	0	50
3565 - Mfg packaging mach	1	80,000	100	0	0	0	0
3572 - Mfg computer storage	1	50	0	0	0	0	100
▼42 - Motor Freight Transportation and Warehousing	5	25,000	64	2	0	34	0
4213 - Trucking	5	25,000	64	2	0	34	0

non-local							
▼50 - Wholesale Trade - Durable Goods	1	1,000	0	100	0	0	0
5085 - Whol industrial suppl	1	1,000	0	100	0	0	0
▼51 - Wholesale Trade - Nondurable Goods	1	250	0	0	0	0	100
5153 - Whol grain/field bean	1	250	0	0	0	0	100
▼55 - Automotive Dealers and Gasoline Service Stations	1	20,000	100	0	0	0	0
5511 - Ret new/used autos	1	20,000	100	0	0	0	0
▼56 - Apparel and Accessory Stores	1	250	100	0	0	0	0
5651 - Ret family clothing	1	250	100	0	0	0	0
▼61 - Nondepository Credit Institutions	1	50	100	0	0	0	0
6153 - Short-trm busn credit	1	50	100	0	0	0	0
▼73 - Business Services	1	50	100	0	0	0	0
7389 - Misc business service	1	50	100	0	0	0	0
▼76 - Miscellaneous Repair Services	1	1,000	100	0	0	0	0
7694 - Armature rewinding	1	1,000	100	0	0	0	0
▼99 - Nonclassifiable Establishments	1	100	100	0	0	0	0
9999 - Nonclassified	1	100	100	0	0	0	0

TRADE LINES						
Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
06/23	Pays Promptly	1 15 N30	40,000	35,000	0	1
06/23	Pays Promptly	-	25,000	20,000	2,500	1
06/23	Pays Promptly	-	2,500	0	0	1
06/23	Pays Promptly	-	1,000	250	0	1
06/23	Pays Slow 5+	N30	1,000	100	100	1
06/23	Pays Slow 15+	-	1,000	0	0	Between 6 and 12 Months
06/23	Pays Slow 90+	-	15,000	2,500	250	1
06/23	-	-	50	0	0	Between 2 and 3 Months
05/23	Pays Promptly	-	100,000	100,000	0	1
05/23	-	Cash account	250	0	0	1
05/23	-	Cash account	50	0	0	1
05/23	-	Cash account	50	0	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
04/23	-	-	50	0	0	Between 2 and 3 Months
03/23	Pays Promptly	-	20,000	5,000	0	1
03/23	Pays Promptly	-	50	0	0	Between 6 and 12 Months
02/23	Pays Slow 5+	-	5,000	50	50	Between 6 and 12 Months
02/23	-	Cash account	0	0	0	1
02/23	-	Cash account	50	0	0	1
02/23	-	Cash account	50	0	0	1
01/23	-	Cash account	100	0	0	1
12/22	-	Cash account	100	0	0	Between 6 and 12 Months
11/22	-	Cash account	100	0	0	1
11/22	-	Cash account	50	0	0	1
10/22	-	Cash account	250	0	0	Between 6 and 12 Months
10/22	-	Cash account	50	0	0	1
09/22	-	Cash account	100	0	0	1
09/22	-	Cash account	100	0	0	1
09/22	-	Cash account	100	0	0	1
08/22	-	Cash account	500	0	0	Between 2 and 3 Months
08/22	-	Cash account	50	0	0	Between 6 and 12 Months
06/22	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
06/22	Pays Promptly	-	100	0	0	-
06/22	Pays Promptly	-	50	0	0	-
06/22	-	Cash account	50	0	0	Between 6 and 12 Months
06/22	-	Cash account	50	0	0	Between 6 and 12 Months
05/22	Pays Slow 90+	-	50	50	50	-
05/22	-	Cash account	50	0	0	Between 2 and 3 Months
04/22	-	Cash account	250	0	0	1
03/22	-	Cash account	50	0	0	1
02/22	-	Cash account	0	0	0	Between 6 and 12 Months
12/21	Pays Slow 30-120+	-	10,000	10,000	10,000	1
11/21	Pays Promptly	-	80,000	80,000	0	1
11/21	-	Cash account	100	0	0	1
10/21	Pays Slow 90+	-	250	0	0	Between 6 and 12 Months
10/21	-	Cash account	0	0	0	Between 6 and 12 Months
06/21	Pays Promptly	-	250	0	0	-

OTHER PAYMENT CATEGORIES		
Other Payment Categories	Experience	Total Amount
Cash experiences	25	US\$ 2,500
Payment record unknown	2	US\$ 100
Unfavorable comments	0	US\$ 0
Placed for collections	0	US\$ 0
Total in D&B's file	46	US\$ 304,850

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0 Latest Filing: -	0 Latest Filing: -	1 Latest Filing: 02/06/2019	2 Latest Filing: 10/30/2013

EVENTS

Suit

Filing Date	02/06/2019
Filing Number	08-SM-2019-900102.00
Status	Pending
Date Status Attained	02/06/2019
Received Date	02/15/2019
Amount	US\$ 4,000
Plaintiffs	CATALINA SEA RANCH, LLC D/B/A MARIA SMITH, ONEONTA, AL
Defendant	QUILL, INC.
Court	BLOUNT COUNTY SMALL CLAIMS COURT, ONEONTA, AL

UCC Filing - Continuation

Filing Date	10/30/2013
Filing Number	2013 4247392
Received Date	12/17/2013
Original Filing Date	01/28/2009
Original Filing Number	2009 0293115
Secured Party	TREND ENTERPRISES. INC., SAINT PAUL, MN
Debtors	QUILL CORPORATION
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	05/02/2006
Filing Number	6148107 6
Received Date	06/22/2006
Collateral	Accounts receivable and proceeds - Leased Assets and proceeds - General intangibles(s) and proceeds - Leased Business machinery/equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	QUILL CORPORATION

Filing Office

SECRETARY OF STATE/UCC DIVISION, DOVER, DE

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

Special Events**SPECIAL EVENTS**

Date	Event Description
06/18/2020	Business name changed from Quill Corporation to Quill LLC.

Financials - D&B

A detailed financial statement is not available from this company for publication.

A detailed financial statement is not available from this company for publication.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company

Company Profile**COMPANY OVERVIEW****D-U-N-S**

02-527-3202

Legal Form

Corporation (US)

History Record

Clear

Date Incorporated

01/10/2017

Business Commenced On

1956

State of Incorporation

NEW JERSEY

Ownership**Mailing Address**

PO Box 37600
PHILADELPHIA, PA, 19101, UNITED STATES

Telephone

+1 800 982 3400

Websitewww.quill-survey.com**Present Control Succeeded**

1998

SIC

5943

NAICS

459410

Employees

2,200 (850 here)

Age (Year Started)

67 Years (1956)

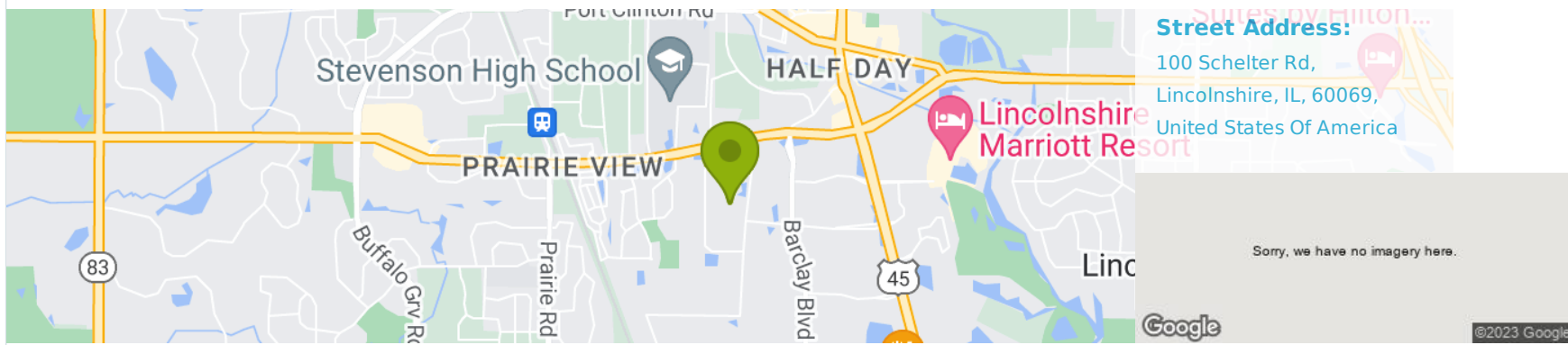
Named Principal

Ronald Sargent, PRES-SEC

Line of Business

Ret stationery

Not publicly traded



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2017-02-02
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	QUILL.COM CORPORATION
Corporation Type	Corporation (US)
State of Incorporation	NEW JERSEY
Date Incorporated	01/10/2017
Registration ID	450132299
Registration Status	ACTIVE
Filing Date	01/10/2017
Where Filed	COMMERCIAL RECORDING
Registered Agent	
Name	ANDRZEJ BEZAK
Address	120 PRESIDENT ST, PASSAIC, NJ, 070550000

PRINCIPALS

Officers

RONALD SARGENT, PRES-SEC
MICHAEL PATRIARCA, PRES
KEN WNEK, V PRES
CLIFF HOWARD, V PRES
MICHAEL T WILLIAMS, SEC

Directors

THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 12/10/2020

The Delaware Secretary of States business registrations file showed that the Quill LLC was registered as a Limited Liability Company on December 15, 1977, under file registration number 847197. The name was changed from Newquill, Inc. to the Quill Corporation by charter amendment on July 27, 1983.

This business was registered as Quill Corporation in the State of Delaware on December 15, 1977 but converted to a Limited Liability Company as Quill LLC on February 4, 2018.

Business started 1956 by Jack Miller. Present control succeeded 1998. 100% of capital stock is owned by parent company.

Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.

RONALD SARGENT. Antecedents not available.

MICHAEL PATRIARCA. 1987-present active here.

KEN WNEK. 1996-present active here.

CLIFF HOWARD. 1996-present active here.

MICHAEL T WILLIAMS. Antecedents not available.

AFFILIATES: Through common ownership interests of the parent company, Quill Corporation is related to the following:

Smilemakers Inc, Spartanburg, SC. (DUNS 611051616). Mail order catalog company.

AFFILIATES: The following are related through common principals, management and/or ownership: Quill Lincolnshire, Inc., Lincolnshire, IL. Started '2001'. DUNS #078699919. Operates as Retails stationery, specializing in office forms or supplies, computer equipment or electronics, cards, food a.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 12/10/2020

Business Information

Trade Names	(SUBSIDIARY OF STAPLES, INC., FRAMINGHAM, MA)
Description	<p>Subsidiary of Staples, Inc., Framingham, MA started 1986 which operates as a wholesaler and retailer of office supplies. Parent company owns 100% of capital stock. Parent company has numerous other subsidiary(ies). Intercompany relations: None reported by management.</p> <p>As noted, this company is a subsidiary of Staples, Inc., D-U-N-S Number 15-106-4821, and reference is made to that report for information regarding the parent company.</p> <p>Retails stationery, specializing in office forms or supplies (100%).</p> <p>Terms are cash and Net 30 days. Sells to general public and commercial concerns. Territory : International.</p>
Employees	2,200 which includes officer(s). 850 employed here.
Financing Status	Secured
Seasonality	Nonseasonal.
Facilities	Occupies 407,000 sq. ft. in a multi story brick building.
Location	Industrial section on side street.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
5943	Ret stationery	-
59439902	Office forms and supplies	-

NAICS Codes	NAICS Description
459410	Office Supplies and Stationery Retailers

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Associations

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT			
Company Name	Type	Status	Date Created
Quill LLC	ACCOUNT - #DE1036053	No Action Recommended	01/07/2019

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: [View](#)

Account Number	Endorsement/Billing Reference *	Sales Representatives
	Joel.shern@quill.com	
Credit Limit	Total Outstanding	
0	0	



Quill's Minority Vendor List

Vendor Name	
Alliance Rubber	WBE, Small Business
Alphapointe Assoc for the Blind	PCO
American Paper Converting	MBE, Hispanic Female
Arlington Industries	PCO
Aunt Flow Inc.	WBE
Barker Creek Publishing Inc.	WBE, Small Business
Baumgarten's	WBE, Caucasian
CDS	MBE
Centon Electronics, Inc.	WBE, Small Business
Chicago Lighthouse Industries	PCO
ES Robbins Corp	WBE, Small Business
GOJO Industries, Inc.	WBE, Caucasian
HOSPECO	PCO
Louisiana Assoc for the Blind	PCO
Master Caster Company	WBE, Small Business
McKlein USA	WBE, Caucasian
NYSPSP/NIB	PCO
RE-Focus the Creative Office	WBE, Physically Disabled
San Antonio Lighthouse	PCO
Southcoast 265771	MBE, Black Male
Southcoast Paper	MBE
Southcoast Paper LLC	MBE, Black Male
Stride Inc.	WBE, Small Business, Hub Zone

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and Quill LLC ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for

the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the

foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ~~three~~ percent (**3%**) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency ~~and on the due date~~ stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of

this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

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(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Does offeror agree? YES MR Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES MR Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Quill LLC

Address, City, State, and Zip Code:
300 Tri-State International Dr, Suite 300, Lincolnshire, IL 60069

Phone Number: 800-634-4809 Fax Number: 800-789-2016

Printed Name and Title of Authorized Representative:
Mark Roszkowski, Senior Vice President

Email Address:
bid@quill.com

Signature of Authorized Representative:  Date: 7/19/2023

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,4 must address administrative,

contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal

program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous

places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 29 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant to 29 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to

the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
 - d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. **Standard.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. **Suggested Language.**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. **Required Certification.** If applicable, contractors must sign and submit to the non-federal

entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Quill LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Mark Roszkowski, Senior Vice President

Name and Title of Contractor's Authorized Official

7/19/2023

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA

assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Quill LLC

Address, City, State, and Zip Code:
300 Tri-State International Dr, Suite 300, Lincolnshire, IL 60069

Phone Number: 800-634-4809 Fax Number: 800-789-2016

Printed Name and Title of Authorized Representative:
Mark Roszkowski, Senior Vice President

Email Address: bid@quill.com

Signature of Authorized Representative: 

Date: 7/19/2023

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

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

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

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Quill LLC

Organization Address: 300 Tri-State International Dr, Suite 300, Lincolnshire, IL 60069

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
 - For-Profit Corporation (any type) Limited Liability Company (LLC)
 - Partnership Limited Partnership Limited Liability Partnership (LLP)
 - Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Sycamore Partners II, L.P.	9 West 57th Street, 31st Floor New York, NY 10019

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A - not publicly traded	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Sycamore Partners II, L.P.	9 West 57th Street, 31st Floor New York, NY 10019

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Mark Roszkowski	Title:	Senior Vice President
Signature:		Date:	7/19/2023

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Illinois
County of Lake

ss:

I, Mark Roszkowski residing in
Lincolnshire (name of affiant)
(name of municipality)

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

I am Senior Vice President of the firm of
(title or position) (name of firm)

Quill LLC the bidder making this Proposal for the bid
entitled RFP 23-03 Educational School Supplies, Instructional Solutions,
and Related Products, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above named project; and that all statements
contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the OMNIA Partners relies upon the truth of
the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

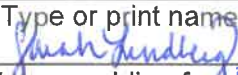
Subscribed and sworn to

before me this day

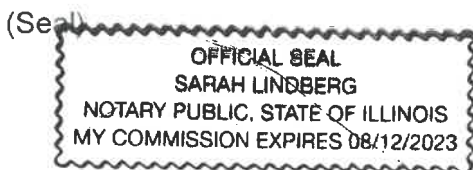
Signature 
Mark Roszkowski, Senior Vice President

July 19th, 2023

Sarah Lindberg
(Type or print name of affiant under signature)


Notary public of Illinois

My Commission expires 8/12/2023



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Quill LLC

Street: 300 Tri-State International Dr, Suite 300

City, State, Zip Code: Lincolnshire, IL 60069

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

*see attached Certificate of Employee Information Report

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

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



Senior Vice President

7/19/2023

Date

Authorized Signature and Title

Certification **25026**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022 to 15-Jan-2025**

STAPLES CONTRACT & COMMERCIAL D
500 STAPLES DRIVE
FRAMINGHAM MA 01702



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative

Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to

section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-
BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

[] Partnership

[] Corporation

[] Sole Proprietorship

[] Limited Partnership

[X] Limited Liability Corporation

[] Limited Liability Partnership

[] Subchapter S Corporation

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

Stockholders:

Table with 2 columns: Name, Home Address. Row 1: Sycamore Partners II, L.P., 9 West 57th Street, 31st Floor, New York, NY 10019.

Subscribed and sworn before me this 19th day of July, 2023

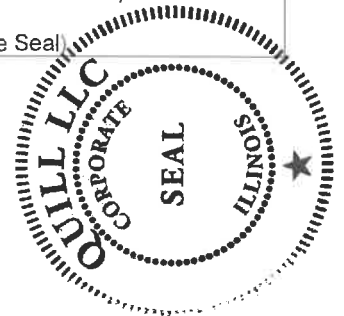
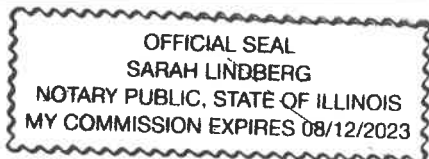
(Notary Public)

My Commission expires: 8/12/2023

[Signature] (Affiant)

Mark Roszkowski, Senior Vice President (Print name & title of affiant)

(Corporate Seal)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Mark Roszkowski

Printed Name of Authorized Agent



Signature of Authorized Agent

Senior Vice President

7/19/2023

Title

Date

Quill LLC

Company Name

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

***See attached New Jersey Business Registration Certificate**

08/21/04

Taxpayer Identification# 362-952-904/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,


John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

QUILL CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#:

362-952-904/000

SEQUENCE NUMBER:

0843314

ADDRESS:

100 SCHELTER RD
LINCOLNSHIRE IL 60069-3621

ISSUANCE DATE:

08/21/04

EFFECTIVE DATE:

03/13/02

FORM-BRC(08-01)


Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Mark Roszkowski Title: Senior Vice President

Signature:  Date: 7/19/2023

***see attached Certificate of Employee Information Report**

Certification **25026**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022 to 15-Jan-2025**

STAPLES CONTRACT & COMMERCIAL D
500 STAPLES DRIVE
FRAMINGHAM MA 01702



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RFP 23-03 Educational School Supplies, Instructional Solutions, and Related Products VENDOR/BIDDER: Quill LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

7/19/2023

Date

Signature

Mark Roszkowski, Senior Vice President

Print Name and Title



Quill LLC's Response to Tab 4 – Qualifications and Experience

c) Qualifications and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.
Quill's Response: Founded in 1956, Quill LLC has pioneered the growth of direct marketing in the business products industry and has been a leader in discount pricing and outstanding customer service. Our major business line is office supplies, furniture, custom imprints and office technology. Quill operates 18 regional distribution centers located in strategic areas of the United States which allows us to provide 1-2 delivery days. Quill's corporate office is located at 300 Tri-State International Drive, Suite 300, Lincolnshire, IL 60069.

- ii. Describe how Offeror ensures contract compliance.

Quill's Response: Quill LLC ensures contract compliance through the following onboarding process, monthly reports, quarterly internal audits, and ongoing sellers training.

Quill-Generated Leads

- **Step 1:** A seller determines eligibility for the contract based on the organizational type.
- **Step 2:** Leverages OMNIA Connect database to identify if a current OMNIA member. If not, directs the customer to the OMNIA registration link before pairing with the contract.
- **Step 3:** Pairs the contract once membership is confirmed and instructs the customer on the next steps of the process.
- **Step 4:** Rep calls back the customer for an onboarding call including a website and contract pricing walk through.

Note: All leads will be contacted by our sales team and onboarded to the contract within 24 business hours.

OMNIA Partners-Generated Leads

- **Step 1:** A dedicated Quill POC receives the lead (Strategic or Assistant partnership manager).
- **Step 2:** The POC acknowledges the receipt and follows up with the customer for additional discovery to determine the appropriate next steps. If new to Quill, a new account will be created with NET30, tax exempt status if applicable, and paired with the contracted pricing.
- **Step 3:** Once the account setup is complete, the lead is assigned to our Public Sector Business Development team for onboarding and further engagement.
- **Step 4:** Once the customer is fully engaged and starts purchasing under the contract, the Business Development rep will transition the customer to a dedicated Public Sector Account Manager who will own the relationship and support the customer long-term.

- iii. What measures does Offeror take to ensure all products are authentic and not counterfeit?

Quill's Response: We ensure authentic, not counterfeit products by working directly with original manufacturers, or in some cases, approved distributors of those manufacturers. We have, in the past, had manufacturers provide letters of authentication to buyers if needed, such as in the case of the 3M masks and a flood of counterfeit product in the marketplace in 2022. When purchasing product from a distributor, we confirm with the original manufacturer that the distributor is selling their authentic product before making any purchases.

- iv. Describe Offeror's reputation in the marketplace.

Quill's Response: Quill is respected by our customers and vendors for our "we care" approach to the way we do business and our unwavering dedication to outstanding customer service. Because of Quill's superb customer service model, small to mid-sized businesses and school districts prefer working with Quill as they get the best customer service in the industry. Quill treats every customer with the utmost priority regardless of how much they spend in supplies each year.

Quill has been recognized as one of America's Best Customer Service Companies by Newsweek three consecutive years, 2021 through 2023. Newsweek, in partnership with global data-research firm Statista, Inc., conducts an independent survey of more than 20,000 U.S. consumers to recognize the Best Customer

Service Companies. Consumers ranked retailers and service providers' quality of communication, professional competence, range of services, customer focus and accessibility.

- v. Describe Offeror's reputation of products and services in the marketplace.

Quill's Response: Quill's customers appreciate the wide selection of products and enjoy an easy experience when searching for what they need. Our Rewards Program offers exciting opportunities to add gifts to an order using points from purchases. When our customers are ready to finalize their order, they appreciate our fast and easy checkout as well as our on-time delivery.

- vi. Describe the experience and qualification of key employees.

Quill's Response: Quill's key employees include:

- **Mark Roszkowski, Senior Vice President**
30 years of experience in public sector sales/area of expertise.
Responsible for all Quill strategic direction and operations.
- **Kaylynn Rudy, Head of Sales**
20 years of experience in public sector sales/area of expertise.
Part of the Quill executive board and oversees the entire Quill sales department.
- **Katie Strezo, Marketing Mgr.**
17 years of experience in public sector sales/area of expertise.
Owns oversees the Quill marketing team and collaborates with the digital marketing and go-to market teams.
- **Romi Moormeier, National Sales Mgr.**
15 years of experience in public sector sales/area of expertise.
Oversees the Quill inside sales force, including the two public sector teams.
- **Therese Schwarz, Public Sector Team Mgr.**
5 years of experience in public sector sales/area of expertise.
Reports to Romi and leads one of the Quill Public Sector account management teams.
- **Jason Koepke, Public Sector Team Mgr.**
17 years of experience in public sector sales/area of expertise.
Reports to Romi and leads one of the Quill Public Sector account management teams.
- **Sarah Sherman, Sr. Inside Sales Mgr.**
11 years of experience in public sector sales/area of expertise.
Oversees our outbound seller teams, including the Public Sector Business Development team.
- **Krista Strnad, Business Development Mgr.**
11 years of experience in public sector sales/area of expertise.
Reports to Sarah Sherman and leads the Public Sector Business Development team.
- **Becky Lulloff, Sr. Data Analyst**
27 years of experience in public sector sales/area of expertise.
Responsible for the monthly OMNIA reporting and administration fee calculations.
- **Judi Kaye, Financial Analyst**
25 years of experience in public sector sales/area of expertise.
Processes the administration fee payments.
- **Karrie Campanella, Sales Effectiveness Mgr.**
16 years of experience in public sector sales/area of expertise.
Oversees Quill's bids and sales support teams and is primarily responsible for the public sector sales strategies and process/tool optimization.
- **Sarah Lindberg, Bid Team Mgr.**
9 years of experience in public sector sales/area of expertise.
Reports to Karrie and manages the bids team that is responsible for processing and maintaining of all cooperative contracts, including the Master Agreement with the OMNIA Partners.
- **Samra Cejvan, Strategic Partnership Mgr.**
6 years of experience in public sector sales/area of expertise.
Owns the primary OMNIA Partners vendor relationship and is responsible for the acquisition and sales strategies to grow the overall contract sales.
- **Carl Russell, Assistant Partnership Mgr.**

5 years of experience in public sector sales/area of expertise.

Reports to Samra and supports the implementation of sales strategies, seller training, and communication with the OMNIA Partners inside sales teams.

vii. Describe Offeror's experience working with the government sector.

Quill's Response: Quill's experience working with the government sector is as follows.

"Why" Quill for Public Sector

- Wide breath of quality products and trusted brands at competitive pricing
- Custom solutions to meet procurement requirements, intricate approval hierarchies, and funding considerations all needed to provide the best possible experience for a public sector organization
- Removing procurement complexities by partnering with cooperatives like OMNIA Partners, Public Sector
- Fast and reliable fulfillment
- Unmatched support teams from Preferred Customer Service team to our highly skilled sellers, specializing in solutions tailored to the public sector
- Quill's Public Sector Sales over the past 3 years have been:
 - 2020: \$208.7 million
 - 2021: \$226.5 million
 - 2022: \$241.1 million

Other Quill LLC Cooperative Contracts

- REMC SAVE: structured for all districts and government entities in the state of Michigan only
- AEPA: structured at the state level and has awarded Quill contracts to utilize their bid in 25 states
- Quill leverages our current Region 4 contracts within every state nationwide including states where we do have AEPA and REMC SAVE contracts. This allows for us to penetrate more school districts and government entities while providing the right solution for each customer. Region 4 is the only nationwide contract that can be leveraged in every state.

viii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Quill's Response: At this time, Quill has not had any litigations, bankruptcies or state investigations.

ix. Provide a minimum of 3 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Quill's Response: Quill LLC has provided a list of several customer references below that have ordered various categories from our website or via punchout utilizing bid contracts with an approximate annual volume between \$100,000-\$2,000,000 in sales. Quill LLC respects Customer confidentiality and cannot provide the specific annual volume for our references, as we also protect your information from providing to other entities.

- **Donors Choose (NY)**
Amy Soler 212-239-3615 x225
134West37th St,Floor11
New York, NY 10018
amy@donorschoose.org
Years Serviced by Quill: 19
- **Region 16 Education Service Center**
Andrew Pickens 806-677-5040
5800 Bell Street
Amarillo, TX 79109
andrew.pickens@esc16.net
Years Serviced by Quill: 24
- **Utica Community Schools**
Karla Girardi 586-797-1196
11303 Greendale
Sterling Heights, MI 48312
karla.girardi@uticak12.org

Years Serviced by Quill: 27

- **Thomaston Upson School System**
Andreanna Desnoyer 706-647-9621
205 Civic Center Dr.
Upson, GA 30286
adesnoyer@upson.k12.ga.us
Years Serviced by Quill: 40

- **Matagorda County**
Adriana Ruiz 979-241 3202
2308 Avenue F
Bay City, Texas 77414
aruiz@co.matagorda.tx.us
Years Serviced by Quill: 41

- **Eagle Pass Independent School District**
Luis Velez 830-773-5181 x1062
587 Madison St.
Eagle Pass, TX 78852
lvelez@eaglepassisd.net
Years Serviced by Quill: 40

x. Provide any additional information relevant to this section.

Quill's Response: To meet vendor requirements if specified, Quill LLC is a registered entity on SAM.gov, Unique Entity ID: QQ2FP15K1AK9. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.



Quill's References

DonorsChoose (NY)

Amy Soler 212-239-3615 x225
134 West 37th St, Floor 11
New York, NY 10018
amy@donorschoose.org

Region 16 Education Service Center

Andrew Pickens 806-677-5040
5800 Bell Street
Amarillo, TX 79109
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Eagle Pass Independent School District

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587 Madison St.
Eagle Pass, TX 78852
lvelez@eaglepassisd.net



Quill LLC's Response to Tab 5 – Value Add

d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Quill's Response: There is so much more to our company than low prices, fast delivery, and a world class website. Choose Quill and you'll get the support you need, whenever you need it. When it's time to buy new furniture and technology, our teams of product specialists are ready to help with smart solutions that meet your needs and fit your budget. And if you ever have a question or need help solving a unique supply challenge, count on our customer service representatives to take care of you on the spot.

Services we provide:

- **Future Ship:** Place an order today and we will hold it for up to four months.
- **Free shipping** which includes tailgate delivery on furniture items.
 - The decentralized distribution system allows Quill to fill customer orders with a 95% fill rate and improve delivery efficiency as its customer base continues to grow.
 - Orders are delivered within 1-2 days on most stock orders received by 3:00pm local time.
- **Net 30 Terms:** Qualified businesses receive 30 days to pay for their supplies, interest free.
- **Purchasing Manager** gives you complete control of your company's multi-level office supply ordering needs while simplifying the ordering process.
- **Ink & Toner Recycling Program:** Disposing of your used ink and toner cartridges is simple, sustainable, and free with Quill. Download a pre-paid shipping label, pack your cartridges and send back to Quill. We'll take it from there!
- **Quill's Customer Service Team** is available for all after sale issues such as returns, tracking orders, and forgot password inquiries.
- **Document Printing:** We've partnered with Staples to bring the best document printing services delivered to your business. Same-day pickup on orders placed by 2pm.
- **Custom Print:** Giving shoppers and employees a token that bears your organization's name is a perfect way to build brand loyalty. Choose from a variety of products that are easily shared and distributed to get the most visibility possible by including custom printing on all of these products.
- **Bookkeeping, Payroll, and Tax Services:** We've teamed up with Liberty Tax to give your business the flexibility and tools to stay on top of your finances anytime, anywhere.
- **Notary Services:** To support your ongoing business needs, we've partnered with Notarize. As the leader in online notarization, Notarize allows any individual or company to legally notarize a document online, anywhere.
- **Quill Leasing Program:** Small businesses like yours can't always find the room in their budgets for large-scale technology upgrades- and the technologies you do choose to invest in may become obsolete in just a few years. Our new technology leasing program can help your business continually acquire the latest hardware and software at a manageable cost- and maintain budget flexibility as your organization's needs grow and change.
- **Product Specialists - Furniture, Technology, Custom Print & Quotes:** Product specialists support sellers across all Quill channels by coordinating special projects in their specialized area. Each specialist will execute a project in their area of expertise by working with Quill vendors to source and recommend products, work within customer's given budget to competitively price under the contract, and to ensure a smooth delivery, all tailored to the customer's specific needs.

Custom Print: From pens and stationery to business cards and custom bags, personalized products with your organization's name helps build brand recognition and loyalty. As a valued coop partner, you'll get a knowledgeable team of specialists focused on curating a range of savings and solutions to meet your specialized printing needs.

- **Simple Print:** Quick printing solutions for your everyday needs.
 - Sales sheets, brochures, resumes, and newsletters.
- **Professional Print:** Customizable, professional-quality document printing.
 - Presentations, business reports, and training manuals.
- **Booklets:** Saddle-stitched documents with a choice of premium covers and finishes.
 - Programs, portfolios, and catalogs.
- **Blueprints:** Your choice of black & white or color printed on bond paper.
 - Floor plans, CAD drawing, interior design, landscaping, and more.

Technology: Office technology is always changing with new products and constant innovation — making the right choices is essential to your businesses' success and productivity. Our highly trained staff of Technology Specialists are here to help you at every step of the way with advice and services that will take the stress out of buying and maintaining these important investments.

- **Product Consultation:** What's the perfect product for your office? Our specialists will listen carefully to your needs and recommend the options that best meet your needs — and your budget, too.
- **Technology Services:** Use our product protection plans to get the most from your new technology. We can also arrange for the installation of your new purchases so you're up and running fast.
- **Financing Options:** Take advantage of our extensive technology leasing program that includes a 100% financing option with no money down. Bid pricing and volume price quotes are also available.
- **Ongoing Support:** Our commitment to service doesn't end after a purchase. If you ever have questions about your new technology, give our specialists a call and they'll leverage our partnerships with today's top brands to get you answers fast.

HP Business Rewards: Quill invites you to join HP Business Rewards, an exclusive program that rewards you for being a loyal customer who spends \$500 or more on HP ink and toner annually. The best rewards programs are simple, and HP Business Rewards is no exception. Earn 1 point for every \$4 spent on a qualifying Original HP supplies purchase. For the first 90 days in the program, you can earn triple the points when you purchase qualifying HP supplies. Plus, you can earn additional points for recycling HP cartridges and gain access to exclusive promotions and special offers. *New HP Business Rewards member accounts will earn 3 points per \$4 spent on qualifying supplies for their first 90 days in the program, up to 100,000 points.

HP Leasing: Quill offers leasing on HP products. Call our Technology Specialists at 800-634-0321 (press 6) to get started.

- \$500 minimum order
- Length of lease: 36, 48, or 60 months
- Any brand
- **Leasing Types:**
 - Fair Market Value (FMV): Customer pays monthly and returns the equipment at the end of the term
 - \$1 Purchase Option: Customer pays monthly and pays \$1 at the end of the term to keep the equipment
- **Process:**
 1. Specialist gets customer's approval for HPEFS to run the business' credit
 2. HPEFS approves or denies the request based on credit
 3. If approved, a proposal is sent to the Specialist
 4. Specialist sends proposal to customer to review
 5. Customer sends signed paperwork to specialist
 6. Specialist forwards signed paperwork to manager and cc's HPEFS

7. HPEFS sends specialist the VAL (Vendor Authorization Letter)
8. Specialist forwards VAL to manager and keeps a copy for their records
9. Specialist places the order

The Quill Family of Brands: If you're looking for low-cost alternatives to stretch your office budget, take a look at the Quill Family of Brands included in our product offering. They're competitively priced with other national brands, plus we guarantee the quality of these products to be free from defects regardless of the age of the product. If you ever find a defect with one of these items, we'll gladly replace it or refund your money.

- Quill Brand
- Staples
- Perk
- Coastwide
- Java Roast
- Medical Arts Press
- NXT Technologies
- TRU RED
- Union & Scale
- Snack Jar
- Viking

The Quill Brand® Ink & Toner Lifetime Warranty:

Quill Brand ink & toner cartridges are guaranteed to be free from defect regardless of the age of the product. If a defect occurs, we'll be happy to exchange it or provide a full refund. Quill Brand® Toner and Ink cartridges are guaranteed to meet the O.E.M. (Original Equipment Manufacturer) yield and performance standards. Quill imaging products are manufactured to the highest standards in materials and workmanship. If you are not completely satisfied, Quill will replace the product, refund your money or credit your account.

- ii. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Quill's Response: Quill has offered a category discount on Furniture on Appendix E, Category Discounts tab. Installation/setup is not included. Call our Furniture Specialists at 800-634-0321 (press 1) to get started with any of our furniture services.

Our Furniture Specialists: Get the help you need to make your furniture the perfect fit for your business no matter what business you're in. Our Furniture Specialists are experts dedicated to taking the stress out of buying furniture—nothing makes them happier than knowing you're happy with your office furniture. Whether you're looking for advice on how to furnish your new business or need some help replacing a few key pieces in your space, you're in the right place. Our Furniture Specialists will help you find the exact furniture pieces you're looking for or design the perfect floor plan with our free space planning services. If you're planning a move and need some help getting your furniture from one place to another, our Specialists can help with that, too. Our Furniture Specialists can also arrange for our Service Experts to come to your business and reconfigure your current space. With a phone call, you can get detailed information about our delivery and furniture assembly options, price breaks/volume discounts and free fabric/laminate swatch samples to help you find the perfect match with your existing pieces. No matter what size your project or what your furniture need might be, we're here to help with all your furniture needs. *Additional charges may apply to some of the below services.

- **Product Consultation**
With so many choices and such a large assortment, you might need a little help finding that perfect furniture for your business needs. Don't worry — our Furniture Specialists are experts in our product assortment
- **Design Services**

Welcome to your personal design team. Our Furniture Specialists handle everything from floor plans to product lists and panel systems. Plus, they'll help you stay on schedule and on budget.

- **Swatches & Samples**

FREE fabric swatches or wood samples are available to help you be sure your space is perfectly put together. Call or fill out our Swatch Express form to get started.

- **Fabric Services**

Keep high-use furniture looking beautiful with fabric/upholstery cleaning and fabric protection services.

- **Moving Services**

Moving is stressful... but it doesn't have to be. Let us do all work — we'll make sure your furniture gets from your old location to your new one so you can focus on the other important things.

- **Panel Reconfiguration Services**

If you want to change your current configuration, put up additional panels or take down existing panel systems, our Furniture Specialists can help.

Furniture Delivery & Assembly Options: You've picked the perfect new furniture pieces, now it's time to decide how you want your furniture shipped and assembled. You'll find choices and options to best meet your needs and budget. *Additional charges may apply to some of the below options.

- **FREE Tailgate Delivery:** The driver will bring your new furniture to the tailgate for the truck for you to bring into your building.
- **Driver-Assisted Service:** The driver will help you bring your new furniture inside your building.
- **Full-Service Delivery & Set-Up:** Your new furniture will be delivered where you want it, assembled and inspected the same day. All packaging materials will be removed.
- **Basic Assembly:** This option is the perfect way to get the assembly help you need if you plan on using FREE Tailgate Delivery or Driver-Assisted Service.

Visit <https://www.quill.com/content/index/furniture/office-furniture-installation-assembly/> for more information including associated fees.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)



7/19/2023
Date


Authorized Signature & Title Senior Vice President

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

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

Company <u>Quill LLC</u> Address <u>300 Tri-State International Dr, Suite 300</u> <u>Lincolnshire, IL 60069</u> Phone <u>800-634-4809</u> Fax <u>800-789-2016</u>	Contact Official Authorizing Proposal	 <hr/> Signature Mark Roszkowski <hr/> Printed Name Senior Vice President <hr/> Position with Company  <hr/> Signature Mark Roszkowski <hr/> Printed Name Senior Vice President <hr/> Position with Company
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Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1047267

Date Filed:
07/17/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Quill LLC
Lincolnshire, IL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23-03
Educational School Supplies, Instructional Solutions, and Related Products

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Staples, Inc.	Framingham, MA United States	X	

5 Check only if there is NO Interested Party.

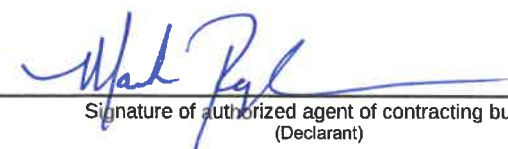
6 UNSWORN DECLARATION

My name is Mark Roszkowski, and my date of birth is FEB 21, 1971

My address is 300 Tri-State International Dr, Suite 300, Lincolnshire, IL, 60069, USA
(street) (city) (state) (zip code) (country)

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

Executed in Lake County, State of Illinois, on the 19th day of July, 20 23.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Mark Roszkowski, as an authorized representative of

Quill LLC, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

Mark Roszkowski

7/19/2023
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Quill LLC

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7 
Signature of vendor doing business with the governmental entity

7/19/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Company Information

Founded in 1956, Quill LLC has pioneered the growth of direct marketing in the business products industry and has been a leader in discount pricing and outstanding customer service. Our major business line is office supplies, furniture, custom imprints and office technology. Quill operates 18 regional distribution centers located in strategic areas of the United States which allows us to provide 1-2 delivery days.

Employee ID Number: 04-2896127 Large Business

Sic No.: 5961 **Duns No.:** 025273202 **DHR NO.:** 9727800 **NAICS:** 454113

Ownership: Corporation registered in Delaware on December 15, 1977, and converted to a Delaware Limited Liability Company on February 4, 2018

Principal Owners:
Sycamore Partners II, L.P.
9 W 57th St., 31st Floor
New York, NY 10019

Not Minority or Women-owned

Senior Vice President: Mark Roszkowski **Number of Employees:** 800

Affiliation: Wholly owned subsidiary of Staples, Inc., 500 Staples Dr., Framingham, MA 01702

F.O.B: Quill offers free standard parcel and tailgate delivery within the 48 contiguous states

Warranty on Products: Per manufacturer

Payment Terms: Net 30 days - Accepts Visa, MasterCard, Discover, American Express and GSA SmartPay Card

Contacts

Customer Service: 800-634-4809 **Website:** www.quill.com **Hours:** Mon-Fri 7am-8pm CST

Correspondence: 300 Tri-State International Drive, Suite 300, Lincolnshire, IL 60069

Email: bid@quill.com **24-Hour Fax Order:** 800-789-2016

Email Orders: e-orders@quill.com

Payment Remittance: P.O. Box 37600 Philadelphia, PA 19101-0600

Accts. Receivable: 800-634-1172 **Fax:** 508-305-8103 **Email:** AR@quill.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2024

1/27/2023

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

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

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C : ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Insurance Co of North America	43575	INSURER C : ACE Fire Underwriters Insurance Company	20702	INSURER D : Travelers Property Casualty Company of America	25674	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED Staples, Inc 1492159 ATTN: Trevor Hamilton 500 Staples Drive Framingham MA 01702															

COVERAGES 1st **CERTIFICATE NUMBER:** 17814147 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	XSL G47361291	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,975,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 975,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,975,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ISA H10771754	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	ZUP-3W382462-23-NF	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C50740663 (AOS) WLR C50740754 (OR) SCF C50740869 (WI)	2/1/2023 2/1/2023 2/1/2023	2/1/2024 2/1/2024 2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION** See Attachment

17814147
Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

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Staples, Inc.

Additional Named Insureds:

Arch Parent Inc.
Capital Office Products of Volusia County, Inc.
Happy Studio LLC
In Designs Global LLC
Lebanon Mill, L.P.
Quill LLC
Quill Lincolnshire, Inc.
Southwest Schools & Office Supply
Staples Brands Sales LLC
Staples Contract & Commercial LLC
Staples Global Markets, Inc.
Staples GP, LLC
Staples Project 2017 LLC
Staples Shared Service Center, LLC
Staples Ventures, LLC
STIC Corp
The Staples Group, Inc.
HiTouch Business Services LLC
MyOfficeProducts, LLC
Computata Products Inc. dba CPI One Point
NAD Technology LLC
DEX Imaging, LLC
DEX Imaging, LLC DBA TonerType
DEX Imaging, LLC DBA TonerType, Inc.
DEX Imaging of Alabama, LLC
DEX Imaging of Tennessee, LLC
DEX Imaging of Texas, LLC
DEX Imaging of The Carolinas, LLC
DEX TP, LLC
DEX Imaging of Maryland, LLC
DEX Imaging of North Carolina, LLC
Dean's Office Machines, LLC
Ecotype Industries, LLC
Emerge Holdings, LLC
Emerge Print Management LLC
Sagamore Solutions, LLC
Total Print USA LLC
WorkLife Brands LLC
Bulldog Office Products, Inc.
Mt. Lebanon Office Interiors, Inc.
S.W. School Supply, Inc.
360 Office Solutions, Inc.
Montana Broom and Brush, Inc (Helena)
Technology By Design, LLC
Montana Office Machines, Inc., dba J2 Business Products
DEX Imaging, LLC DBA Imaging Concepts, LLC
The Creative Office



Line # 11

Item # 2772893

Staples 12" Plastic Ruler, Assorted Colors (51884)

Model #: 51884 Brand: Staples



Description

Staples plastic ruler measures 12" long and comes in assorted colors. The Staples 12" is made of strong plastic to ensure durability.

- Plastic ruler
- Imperial 1/16"
- Measures up to 12"
- Assorted, three colors (color can not be selected when ordered)
- Extra margins at the ends for clear starts and stops

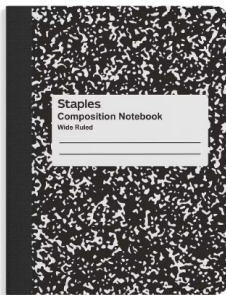


Line # 12

Item # 24422964

Staples® Composition Notebooks, 7.5" x 9.75", Wide Ruled, 100 Sheets, Black/White Marble, 4/Pack (ST58369)

Item #: 901-24422964 Model #: ST58369C Brand: Staples



Description

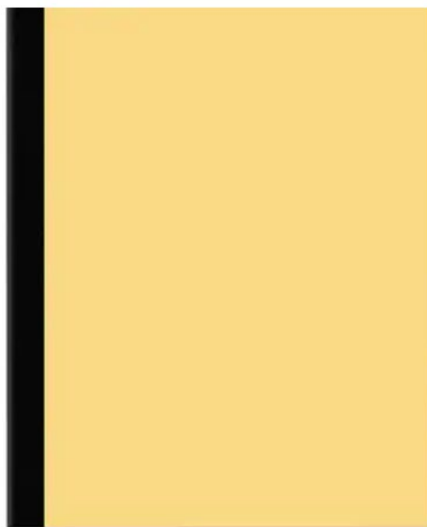
Write, rewrite and polish up your drafts and ideas with this 4-pack of Staples 7.5 x 9.75-inch white and black composition notebooks. Outfit your study or work drawer with these 100-sheet white and black wide-ruled composition notebooks. The side binding ensures rip-free and snag-free use, while the wide ruling helps you write legibly and neatly. These Staples 7.5 x 9.75-inch white and black composition notebooks are of standard size to let you easily organize your notes.

- Composition notebook is great for permanent note-taking in class or at home
- 100 sheets of wide-ruled paper for efficient use of space
- Black/White Marble
- Casebound construction is strong and durable
- 4 per pack



Line # 13
Item # 77308

Roaring Spring® Composition Book 8-1/2x7", Wide Ruling, White, 48
Sheets/Pad



Description

- Plain, flexible, manila, press-board covers with square corners
- Wide-ruled white pages without margins
- Suitable for use with pencil, pen and ink
- 8-1/2Hx7"W page size
- 48 pages



Line # 29

Item # 24386263

Staples® 2-Pocket Portfolio with Fastener, Blue (55477)

Item #: 901-24386263 Model #: ST55477-CC Brand: Staples



Description

Keep organized and get ready for back to school with the Staples blue 2-pocket poly portfolio. Made from durable poly material, this folder helps you organize letter-sized documents and has a convenient fastener to keep everything in place. Available in a variety of colors to match your style!

- Internal pockets are three-hole punched to help keep documents secure with included fastener
- Poly portfolio with fastener in blue
- Sold individually
- Dimensions: 9.64" x 11.69"
- Accommodates letter-sized documents
- Capacity of portfolio: 20 paper sheets



Line # 31

Item # 224531901

BAZIC Products Zip Polyester 3-Ring Pencil Pouch with Clear Window, Assorted Colors, Pack of 12 (BAZ811-12)

Item #: 901-24531901 Model #: BAZ811-12 Brand: Bazic



Description

Pencil pouch measures 9.8" x 7". Made of durable 600D polyester - scratch resist. Features reinforced 3 ring holed on bags to place in binders. Safe and non-toxic. Features a quality zipper closure for easy access, and to secure your items. One compartment with clear window allows to see through and find things easily. Ideal for organizing small items like pens, pencils, crayons, markers, whiteout, highlighter, business card, checks, receipt, flash cards, charging cords, USB cables and more. Great gift for young kids for organizing. Keep everything in their own bag so they won't miss anything. Fun, colorful, and elegant. Perfect for teachers, students, adults, teens, and children. Sold as a pack of 12 pouches in 4 colors: Blue, Red, Black, White (no color choice).

- **PORTABLE:** Made of durable 600D polyester - scratch resist. Features reinforced 3 ring holed on bags to place in binders.
- **SECURITY DESIGN:** Feature a quality zipper closure for easy access and secure your all items. One compartment with mesh window allows to see through and find things easily.
- **MULTIPURPOSE:** Ideal for organizing small items like pens, pencils, crayons, markers, whiteout, highlighters, business cards, checks, receipts, flash cards, charging cords, USB cables and more.
- **SIMPLE STORAGE:** Great gift for young kids for organizing. Keep everything in their own bag so they won't miss anything. Each child can get a pouch to maintain health and hygiene without sharing.
- **BRILLIANT DESIGN.** Fun, colorful, and elegant. Perfect for teachers, students, adults, teens, and children.



Line # 32

Item # JV66893

Crayola Crayons Peggable Assorted Colors, 8 Per Box (52-3008)

Item #: 901-JV66893 Model #: BIN52-3008 Brand: Crayola



Description

Coloring, crafts, and school projects are more fun with Crayola Crayons. This pack includes 8 classic colors and a reusable storage box that fits nicely in bookbags, pencil cases, and even pockets. The eight featured crayon colors include Red, Black, Blue, Green, Yellow, Orange, Purple, and Brown. Pair this crayon set with a new coloring book featuring your child's favorite characters for a delightful birthday or holiday gift idea. Crayola Crayons are a teacher preferred classroom essential, and are trusted by parents to be safe and nontoxic.

- Red, yellow, green, blue, brown, black, orange and purple crayons included
- Size: 3.6" x 0.3" each crayon
- Number of colors: 8
- Certification & standards: AP certified nontoxic
- Age recommendation: Ages 4 and Up
- Blend easily
- Won't smudge and are ideal for arts and crafts

Quill

Line: 39

Item: 24376661

TRU RED™ Pocket Highlighter with Grip, Chisel Tip, Assorted, 5/Pack (TR54584)

Item #: 901-24376661 Model #: TR54584 Brand: TRU RED



Description

Organize notes for speeches or research with this 5-pack of TRU RED™ assorted chisel tip highlighters. Draw attention to key facts and figures with these highlighters. Five fluorescent hues make it easy to color-code concepts by priority or category, and the brilliant ink resists fading for marks that last. Each of these TRU RED™ assorted chisel-tip highlighters features a rubberized grip, providing added comfort as you pour over reports, contracts, and other documents.

- Rubberized comfort grip
- Versatile chisel tip writes thin or broad lines
- Vibrant fluorescent assorted color inks resists fading
- Squircle barrel shape not only provides a comfortable grip, but also keeps marker from rolling off your desk
- Pocket clip to keep highlighter close at hand when not in use
- Pack of 5 includes Yellow, Blue, Green, Pink, and Orange
- AP certified non-toxic

Quill

Line: 43

Item: 24448907

JAM Paper Heavy Duty 2-Pocket School Folders, Navy Blue, 6/Pack (383HNAA)

Item #: 901-24448907 Model #: 383Hnaa Brand: JAM Paper



Description

With our Heavy Duty Plastic Folders, you can do anything! With tear resistant and water proof plastic, there's no need to worry about spills or drops. Keep all your files safe with these heavy duty plastic folders. Measuring in at 9 1/2 x 11 5/8, these folders can support up to 100 pieces of standard letter size paper with their two pockets. They are superior protectors of your hard work; use them for outdoor job sites, school subjects, or office work.

- Our high quality two-pocket folders are made of very sturdy poly plastic, are tear resistant, and have a business card slot on the right side
- Size: 9.5 x 11.625 inches | Easily fits 8.5" x 11" documents
- These tough folders stand up to wear & tear, making them perfect for keeping important files secure and organized at school, in the office, on the job, at home, or on the go!



Line: 85

Item: 578553

Staples 2-Pocket Folders with Fasteners, Navy, 25/Box (50780/27547-CC)

Item #: 901-578553 Model #: 27547-CC Brand: Staples

2-Pocket, Paper Material



Description

Keep important documents organized and at hand with this box of 25 Staples navy school-grade two pocket folders with fasteners. Prepare documents and keep them organized with this box of 25 school grade two-pocket folders. These folders make it easy to keep documents and loose papers together with two 25-sheet pockets each and keep up to 85 sheets of paper organized with convenient central fasteners. Boasting a handsome navy color, these Staples school-grade folders provide stored documents with a consistently professional appearance.

- School folders with fasteners are made from high-quality blue paper stock for durability
- Come with two pockets to easy and efficiently store documents, arts, crafts, or to-do lists
- Holds standard letter-size paper
- 25 folders per box is enough for almost any project
- 135-sheet capacity holds up to 25 sheets per pocket and 85 sheets in fasteners for convenient organization of loose papers
- Die-cut business card holder on inside pocket adds an extra professional touch to each folder
- Include stitched-in gussets with three double-tang fasteners to bind punched sheets
- Suitable for classrooms and meetings

Quill

Line: 89

Item: 578554

Staples 2-Pocket Folders with Fasteners, Yellow, 25/Box (50779/27546-CC)

Item #: 901-578554 Model #: ST27546 Brand: Staples

2-Pocket, Paper Material



Description

Prepare for new students in your classroom with these Staples yellow school-grade two pocket fastener folders. Send home schoolwork, graded papers and class notes in these Staples fastener folders. Two pockets provide storage for paperwork, while the integrated fasteners keep study materials securely in place. The bright yellow color makes these classroom folders easy to find inside backpacks. Each of these Staples fastener folders has a die-cut section for business cards, so you can give parents your contact information.

- School folder is made from yellow cardstock so they are durable yet still lightweight
- Two pockets provide storage space for papers, brochures, and more
- Comfortably holds standard letter size paper
- 25 per box provides enough for almost any project
- 135-sheet capacity allows for convenient organization of loose papers
- Includes stitched-in gussets with three double-tang fasteners to bind punched sheets

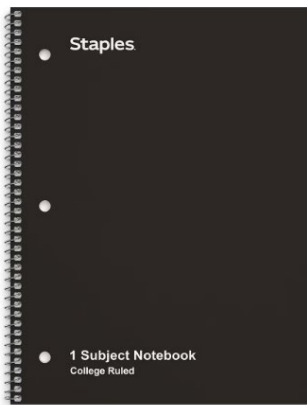


Line: 98

Item: 1484082

Staples 1-Subject Notebook, 8" x 10.5", College Ruled, 70 Sheets, Black (TR27499)

Item #: 901-1484082 Model #: ST27499C Brand: Staples



Description

Keep accurate notes inside this TRU RED 8 x 10.5-inch black 1-subject notebook. Ensure you have paper for ideas as they come with this 1-subject notebook. The college-ruled sheets keep writing neat, and the spiral binding makes it easy to flip through pages whenever you need to look up previously written notes. Perforated pages let you remove sheets for sharing. This TRU RED 8 x 10.5-inch black 1-subject notebook contains 70 sheets, providing an ample supply of paper for recording important information.

- 1-subject notebook is great for school, home or work projects
- 70 sheets of college-ruled paper for efficient use of space
- Black duplex cardstock cover
- Wirebound for added durability
- 3-hole punched



Line: 112

Item: 578547

Staples 2 Pocket Folders with Fasteners, Red, 25/Box (50772/27540-CC)

Item #: 901-578547 Model #: 27540-CC Brand: Staples

2-Pocket, Paper Material



Description

Get ready for school with this 25-pack of Staples school-grade two-pocket red fastener folders. Organize assignments and notes with these Staples school-grade two-pocket red folders. Each folder features a slot for a business card or ID card and two internal pockets for storing loose pages, while the sets of fasteners hold pages secure and provide additional organization options. These Staples two-pocket red folders come with 25 in each box, so there's enough for everyone in the classroom.

- Fasteners folder is made from red paperstock so they are durable yet still lightweight
- Two pockets provide storage space for papers, brochures, and more
- Comfortably holds standard letter size paper
- 25 per box provides enough for almost any project
- 135-sheet capacity allows for convenient organization of loose papers
- Includes stitched-in gussets with three double-tang fasteners to bind punched sheets

Quill

Line: 132

Item: E555

Elmer's School Glue Sticks, 0.24 oz., Purple, 30/Pack (2159542)

Item #: 901-E555 Model #: 2159542 Brand: ELMER'S



Description

Provide an all-purpose adhesive tool for kids' school projects with this 30-pack of Elmer's disappearing purple glue sticks. Bond craft or art materials instantly with these glue sticks. Each stick is formulated to provide an easy-to-see purple color when applying and turns clear upon drying. This 30-count pack contains enough Elmer's glue sticks for classroom projects, and the non-toxic, acid-free quality washes off easily and offers safe use for school kids.

- Glue stick provides permanent bonding once dried
- Washable glue for use on porous and semi-porous surfaces
- Capacity: 0.24 oz.
- Color: purple
- Featuring a non-toxic nature
- Sold in a pack of 30
- Acid-free formula is safe for use

Quill

Line: 138

Item: 24424022

TRU RED™ Pre-Sharpended Wooden Pencil, 2.2mm, #2 Medium Lead, 24/Pack (TR58558)

Item #: 901-24424022 Model #: TR58558 Brand: TRU RED



Description

Create doodles and write down notes with this 24-pack of TRU RED #2 pre-sharpened yellow pencils. Replenish your office and school supplies with these pre-sharpened yellow pencils. The high-grade wood prevents easy breakage, while the premium-quality graphite glides on the page smoothly. These TRU RED #2 pre-sharpened yellow pencils feature durable erasers for quick, efficient corrections.

- Wooden pencils with a premium graphite core deliver smooth soft writing
- 2.2mm lead provides a medium degree of hardness
- Hexagons in shape, colored in yellow
- #2 pencils are pre-sharpened with a durable eraser on tip for easy corrections
- 24 pencils per pack
- High-grade wood and core combination resists core breakage

Quill

Line: 149

Item: 24376600

TRU RED™ Dry Erase Markers, Chisel Tip, Assorted, 4/Pack (TR61456/TR54561)

Item #: 901-24376600 Model #: TR61456/TR54561 Brand: TRU RED



Description

Make your presentations pop and maintain audience interest with this 4-pack of TRU RED™ assorted color chisel tip dry erase markers. TRU RED™ markers are designed to feature a unique Squircle™ tank barrel shape. The Squircle™ is that perfect mathematical intercession between the square and the circle. Squircle™ design makes it comfortable and the thicker barrel size makes it easier to hold in the grip of your hand without harsh lines leaving marks on your skin and keeps the markers from rolling on flat surfaces like conference tables or desks.

- For use with whiteboards and most non-porous surfaces
- Bright, vivid colors that erase cleanly
- Features a chisel tip to write thin or bold lines
- Made with an AP-certified non-toxic, low-odor formula ideal for classrooms, office, or home
- Unique Squircle™ barrel shape provides a comfortable grip and keeps the marker from rolling on flat surfaces
- Store in horizontal position when not in use
- Includes red, blue, green and black
- [Safety Data Sheet](#)

Even with the vibrant ink, messages can be seen across a large room but are easy to wipe away from any dry erase surface and can be washed off. For the best marker care, store it on the side with the cap on to prevent the ink from drying out. Taking care of your markers will help them last for up to 2-3 years. This kit includes 4 chisel tip markers in assorted colors. When sharing, changing, and perfecting ideas, you need the reliability of TRU RED™ Dry Erase Markers, the ultimate collaboration tool.

Quill

Line 156
Item 718673QL10

Quill Brand® OOPS!™ White-Out 10/PK Correction Tape; Sidewinder



Description

- Dual action—pull for line correction, push for letter correction
- Smooth and dry—write on immediately
- Fax and photocopy without shadows
- 1/5 x 394"
- Deal includes five 2-packs. 10 total tapes: 5 blue and 5 grey
- Not for use on glossy paper



Line 160

Item 472595

Staples® Translucent Pencil Boxes, Blue, 2 1/4"H x 5 5/8"W x 8 1/4"L

Model #: 228601 Brand: Staples



Description

Keep student desks organized with this Staples translucent blue pencil box. Organize your desk or study space with this Staples pencil box. A snap closure keeps pens, pencils and erasers safely tucked away inside, and the compact size fits in small desks, backpacks or box drawers. Durable plastic construction stands up to regular everyday use in the classroom or office. The blue color brings a fun look to this Staples pencil box, making it ideal for students and teachers alike.

- Durable pencil box to hold a variety of school supplies
- Plastic construction, blue, translucent view allows you to easily see what is inside
- Dimensions: 2.25"H x 8.25"W x 5.63"D
- The box is fitted with a secure snap closure to keep your items safely compact
- Pre-labeled for your convenience, this box allows you to write name and class information to ensure your items do not get lost
- A great way to keep from losing school supplies and to keep desks neat and organized



Line 163

Item 2348529

Staples® Washable Glue Sticks, .28 oz., 36/Pk (ST44777)

Item #: 901-2348529 Model #: ST44777 Brand: Staples



Description

Make projects without making a mess with this 36-pack of Staples clear washable glue sticks. Create a lasting hold without spilling or staining with these convenient washable glue sticks. The glue goes on clear, ensuring a clean application, while the washable formula lets you erase mistakes with water, even if the glue is dry. These washable Staples clear glue sticks are acid-free and nontoxic, which makes them an ideal choice for both children and adults.

- Glue stick provides permanent bonding once dry
- Permanent glue
- Capacity: 0.28 oz.
- Clear color
- Featuring a non-toxic nature
- Sold in a pack of 36
- Acid-free formula is safe for use
- Washable glue for use on porous and semi-porous surfaces
- Meets or exceeds ASTM D-4236 standards



Line 171

Item 578551Q

**Staples 2-Pocket Folders with Fasteners, Purple, 25/Box
(50776/27544-CC)**

Item #: 901-578551Q Model #: 27544-CC Brand: Staples

2-Pocket, Paper Material



Description

Organize letter-size papers with this 25-pack of Staples school-grade two pocket folders with fasteners. Keep papers organized using these school-grade folders with fasteners. Each folder in this 25-pack is an eye-catching purple and features an inner cutout for placing a business card. Twin pockets inside hold up to 25 sheets each, and a row of fasteners secure up to 85 pages. These Staples two-pocket folders are ideal for distributing paperwork and promotional material to clients and coworkers.

- School folder is made from purple cardstock so they are durable yet still lightweight
- Two pockets provide storage space for papers, brochures, and more
- Comfortably holds standard letter size paper
- 25 per box provides enough for almost any project
- 135-sheet capacity allows for convenient organization of loose papers

Quill

Line 222

Item 431487STP

Staples® Poly Two-Pocket Portfolio w/Prong Fasteners, Black
(21642-CC/20631)

Item #: 901-431487STP Model #: ST21642-CC Brand: Staples



Description

Deliver presentations to clients with this Staples black poly two-pocket folder with prong fasteners. Present reports professionally with this two-pocket folder. This folder is made of durable, waterproof poly material that resists tearing. The twin pockets can hold any loose letter-size documents, and the fasteners secure papers for organized presentations. This Staples two-pocket folder has a die-cut business card holder built into the inside pocket, making it ideal for portfolios, reports and other business presentations.

- Fasteners folder in black is made of poly material for durability
- Two pockets provide storage space for papers, brochures, and more
- 50-sheet capacity allows for convenient organization of loose papers
- A business card holder adds an extra professional touch to each folder
- Comfortably holds standard letter size paper (8.5" x 11")



Line 241

Item 578510

**Staples 2-Pocket Folders with Fasteners, Green, 25/Box
(50773/27541-CC)**

Item #: 901-578510 Model #: 27541-CC Brand: Staples

2-Pocket, Paper Material



Description

Organize assignments and notes with this 25-pack of Staples school-grade green two pocket folders with fasteners. Keep lecture notes and homework assignments in these school-grade two-pocket folders. Each one is constructed with economy-grade material to provide value, while the twin pockets each hold 25 sheets of paper comfortably. These Staples school-grade two-pocket folders come in a pack of 25, so there's enough for everyone in the class, and they have fasteners that can hold an additional 85 three-hole-punched documents securely.

- School folder is made from green cardstock so they are durable yet still lightweight
- Two pockets provide storage space for papers, brochures, and more
- Comfortably holds standard letter size paper
- 25 per box provides enough for almost any project
- 135-sheet capacity allows for convenient organization of loose papers
- Includes stitched-in gussets with three double-tang fasteners to bind punched sheets

Quill

Line 242

Item 505711Q

Dixon The World's Best Pencil Wooden Pencil, 2.2mm, #2 Soft Lead, 2 Dozen (13924)

Item #: 901-505711Q Model #: 13924 Brand: Dixon



Description

Sketch and jot down notes with accuracy with this 24-pack of Dixon Ticonderoga wood-case #2 soft yellow-barrel pencils. Write easy-to-read notes with these Dixon Ticonderoga wood-case #2 soft, yellow-barrel pencils. These pencils are sold in a pack of 24, which is ideal for busy offices and classrooms, and the solid graphite core delivers a smooth performance and easy-to-read text. These Dixon Ticonderoga wood-case pencils have a latex-free eraser to make it easy to correct mistakes on paper.

- High-quality wooden pencils
- This pencil has No. 2 lead that resists breakage for smooth writing
- This smooth-writing quality pencil features the classic yellow hexagonal shape
- Features a soft lead for smooth, polished writing
- Pencils come in pack of 24 and can replace pens during many common work-related tasks or projects
- Top-quality, latex-free eraser provides easy, clean corrections

Quill

Line 251

Item 2661555

Oxford Twin Portfolio Folders, Purple, 25/Box (OXF 57514)

Item #: 901-2661555 Model #: 57514EE Brand: Oxford



Description

Keep papers organized with this box of 25 Oxford twin pocket portfolios. Organize notes and professional documents in these purple twin pocket portfolios. The business card holder in the front inside cover provides a place for customization, and the leatherette-grained stock creates a professional appearance. This box of 25 Oxford portfolios has two pockets for easy insertion and removal of pages.

- Portfolio folder is made from high-quality textured purple paper stock
- Features two pockets to store papers, brochures, and more
- Holds standard letter-size paper
- 25 folders per box is enough for almost any project
- Contains 10% recycled fiber with 10% post-consumer fiber
- A business card holder adds an extra professional touch to each folder
- 100-sheet capacity allows for convenient organization of loose papers
- Made in the USA
- Textured



Line 279

Item 468413

Staples Masking Tape, 0.94" x 60 yds., Natural, 4/Pack (468413-CC)

Item #: 901-468413 Model #: 468413-CC Brand: Staples



Description

Tape off walls, doors, and other surfaces with this 4-pack of Staples 0.94-inch x 60-yard masking tape. Keep paint from getting on unwanted areas or label items with this masking tape. Made out of a durable paper material, this tape resists curling and features a 3-inch core, so it's easy to grip while applying. This Staples masking tape comes with four rolls per pack, each of which have 60 yards of tape, making it ideal for large projects.

- Dimensions: 0.94"W x 60 yards.
- 5.0 Mil thickness
- Commercial grade masking tape making it easier to paint
- Designed primarily as an all-purpose product for non-critical applications
- Beige crepe paper masking tape coated with an aggressive pressure-sensitive natural rubber adhesive
- It resists curling and is great for everything from hanging diagrams on the wall to marking off areas for painting
- Natural/Synthetic rubber adhesive
- Pack of 4



Line 297

Item 2215515

Really Useful Box® 64 Liter, Clear

Item #: 901-2215515 Model #: 64CCB Brand: Really Useful Box



Description

- Strong, stackable, storage box, complete with lockable lids
- Ideal for securely storing office or general home storage
- One 64 litre box
- Part of the world's largest range of stackable boxes
- Clip lock handles, secure the lid to keep contents secure and dust free
- 100% polypropylene
- 28" x 17-5/16" x 12-1/4"
- Transparent color makes it easy to identify contents
- 1 box

Quill

Line 315

Item EPIE543

Elmer's Washable School Glue Sticks; Purple, .24 oz., 4/Pk

Item # 901-EPIE543 Model # E543



Description

0.24 oz - 4/Pack - Purple Safe, nontoxic glue stick provides no-mess bonding. Perfect for paper, photos and fabric. The disappearing purple formula goes on purple so it is easy to see when applying, and dries clear. It is safe, nontoxic and acid-free. It washes easily off hands and out of clothes. Container has a handy twist-up cap to protect the glue.

- Safe and nontoxic; provides no-mess bonding
- Goes on purple and dries clear
- Washes easily off hands and out of clothes
- Handy twist-up cap



Line 316
Item 80003BE

Expo® Low-Odor Dry Erase Markers; Chisel Point, Blue, 1 Dozen



Description

- Specially formulated low odor ink
- Intense colors are visible from a distance
- Perfect for use on dry-erase boards in schools, small offices and homes
- Consistent color quality delivers bright, vivid messages
- Certified AP non toxic
- Conforms to ASTM D-4236
- Chisel point
- Blue ink

Other colors available



80001BK Black
80002RD Red
80004GN Green
80699 Assorted



Line # 327

Item # JV24063023

C-Line, Assorted Two Pocket Poly Portfolios Without Prongs Pack of 10, 8.5" x 11" paper size (CLI32950)



Description

Two-pocket heavyweight polypropylene portfolios/folders hold 8.5"x11" size papers and resist tearing. Features business card slot. Without prongs. The vibrant colors help identify and differentiate information being stored for a particular class or project. Assortment includes 2 each of red, yellow, green, blue and black.

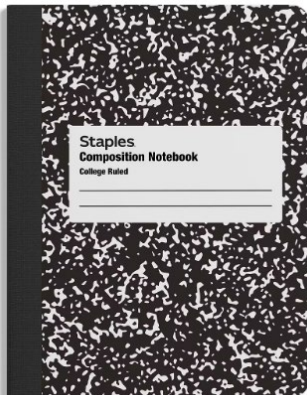
- Assorted heavyweight polypropylene folder
- 8.5"x11"
- No Prongs
- Two pocket poly
- 10/pk
- Two pocket Poly



Line # 361

Item # 658961Q

Staples Mini Composition Notebook, 3.25" x 4.5",
College Ruled, 80 Sheets, Assorted Colors, 2/Pack
(ST17501)



Description

Take notes on the go with this 2-pack of Staples 3.25 x 4.5-inch assorted composition books. Keep track of important details and deadlines with this 2-pack of mini composition notebooks. These college-ruled notebooks contain 80 sheets each and fit easily in jacket pockets and handbags, which is perfect for quickly taking notes on the go. Featuring hard casebound covers, these Staples 3.25 x 4.5-inch assorted composition notebooks have a professional appearance and withstand everyday use.

- Mini composition notebook is great for permanent note-taking in class or at home
- 80 sheets of college-ruled paper for efficient use of space
- 2/Pack
- Cover available in assorted colors including black/blue, black/red and black/green; color chosen at random
- Casebound construction is strong and durable
- Center-sewn composition book pages



Line # 403

Item # 2769774

Bankers Box Heavy-Duty Plastic File Box, Letter/Legal Size, Blue/Clear (0086201)



Description

The Bankers Box File Box offers an ideal solution for convenient storage and easy access to your essential files and documents. Keep your most important files safe and organized. The letter/legal file box features reinforced corners for added strength and a modular design for easy stackability. Built-in hanging rails allow easy access to your letter or legal size files with convenient side handles for smooth lifting.

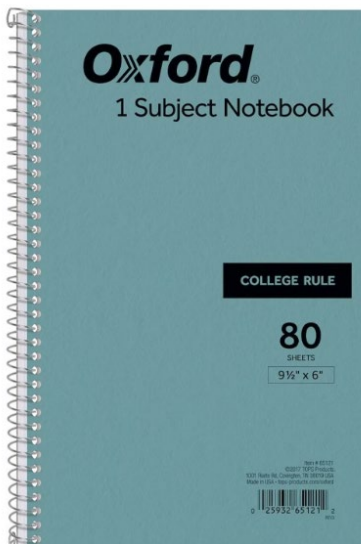
- File box
- Blue durable plastic construction with carrying handle for easy transport
- Provides organized storage of letter and legal size files
- Internal dimensions: Measures 10.375" H x 11.75" W x 14.5" L
- Locking lid keeps files secure in the box
- Built-in hanging rails keep letter and legal size files organized and accessible
- Modular design offers easy stack ability
- TAA compliant
- External dimensions: Measures 10.625" H x 14.1875" W x 17.375" L



Line # 404

Item # 65121T

Oxford 1-Subject Notebook, 6" x 9.5", College Ruled, 80 Sheets, Blue (TOP 65121)



Description

Keep track of lists, reminders, and notes with this Oxford white punched college-rule spiral-bound one-subject notebook. Stay prepared for meetings, lectures or projects with this one-subject notebook. The college-rule format makes it easy to keep notes organized, while the spiral binding lets you flip through pages to find previously recorded information. A durable pressboard cover stands up to frequent use, shielding the pages from damage. This Oxford spiral-bound notebook features a compact size, so it fits neatly in a bag or desk drawer.

- One-subject notebook is great for school, home, or work projects
- This 6" x 9.5" notebook has 80 sheets
- College-ruled for efficient use of space
- Blue notebook
- Pressboard covers are durable and keep your notes private
- Micro-perforated sheets for neat and easy sheet removal
- Spiral-bound design for easy access of sheets inside
- Made in the USA



Line # 408

Item # 975837

CLI Zipper Vinyl Pouches, Clear, 12/Bundle (76370)



Description

Take important items on-the-go with this CLI clear ziplock-closure pencil pouch. Enjoy the convenience of this carry-anywhere pencil pouch, which features a ziplock closure and clear vinyl body to provide spill-free storage and makes identifying contents easy. For extra functionality, this CLI pencil pouch comes with five factory-punched holes that fit three-ring and five-ring binders.

- Binder pencil pouch
- Clear vinyl binder pouch fits standard ring binders
- Pouch closes with a zipper
- 12 binder pouches per bundle
- Clear plastic allows easy viewing of contents
- Each pouch: 10.3" (L) x 7.1" (W) x .3 (H)



Line # 412

Item # 2329304JAM

JAM Paper Plastic POP 2-Pocket Folders with Metal Prong Fastener, Assorted Colors, 6/Pack (382ECFassrt)



Description

Store documents with this 6-pack of JAM Paper two pocket folders. JAM Paper Two Pocket Plastic Folders with Clasps allow you to have a sturdy folder while still being environmentally conscious. This assorted pack includes six of our most popular colored metal prong folders in Stylish Fashion Colors: Teal, Purple, Lime Green, Yellow, Orange and Fuchsia Pink. These folders are perfect for helping you stay organized at school, the office, home, or on the go. Measuring 9.5 x 11.5 (9 1/2 x 11.5) inches, they include 2 pockets designed to keep your documents secure and organized and also have an additional business card slot built into the right side pocket. Folders also have three clasp closures inside, making these folders more durable, secure, and allowing you to store 3 hole punched materials. A great folder for business professionals, students, teachers, or anyone else looking for quality plastic folders.

- Fastener folders are made of plastic material in fuchsia, yellow, purple, lime green, orange, teal
- Features two pockets to store papers, brochures, and more
- Holds standard letter-size paper
- Six folders per pack
- A business card holder adds an extra professional touch to each folder
- Includes metal clasps and rings going down the center to bind punched sheets
- Medium weight



Line # 427

Item # 24420686

Iris Weathertight 30.6 Qt. Latch Lid Storage Bin,
Clear (270016/110411)



Description

Protect supplies, parts, inventory or other items from dust and spills with this weather-resistant stackable storage bin. Equip your warehouse and store room with this weathertight stackable storage bin. The transparent finish offers clear visibility for easy access, while the reinforced lid safeguards the contents from dirt and liquid. Use the snap-on latches to keep the cover tightly secure. This weathertight stackable storage bin features sturdy plastic for long-lasting durability even when stacked with other bins.

- This storage bin will give you the extra storage you need in your office or home
- Comes in clear plastic
- Latch snaps easily in place to secure items inside
- Stackable storage bin container for the odds and ends in your office. Indents in lids allow for storage boxes to stack neatly on one another
- 30.6 qt. capacity
- Dimensions: 7.75"H x 15.75"W x 19.68"L
- Package includes: dry-erase surface, medium-point black dry-erase marker with built-in eraser
- Surface accepts magnetic accessories
- Simply use any dry-erase board spray or wet dry-erase board wipes after continuous use to clean the writing surface



Line # 455

Item # 7202250CT

Quill Brand® 8.5" x 11" Copy Paper, 20 lbs., 92 Brightness, 500 Sheets/Ream, 5 Reams/Carton (7202250CT)



Description

Expect high-quality results for home and office documents with this copy paper. Keep the copies coming with Quill Brand copy paper. The 20 lb. weight resists jamming in laser and inkjet printers, making it compatible with most machines. With a 92 brightness rating, this paper delivers crisp text and images in black and white.

- Copy paper for everyday use and large jobs
- Paper weight: 20 lbs.
- Sheet dimensions: 8.5" x 11" (US letter)
- Brightness rating of 92 for sharp, clear print results
- 500 sheets per ream, 5 reams per carton, 2500 sheets total
- Acid Free
- Features consistent weight, thickness and moisture level for fewer copier jams
- White Color



Line # 482

Item # 24326196

Staples Pencil Pouch, Assorted Colors



Description

Staples pencil pouches offer durability and functionality to store and organize your writing instruments inside your binder. Make organization easy with Staples pencil pouches. This pouch comes in assorted colors including Blue, Purple, Red and Teal. Each pouch has a front mesh pocket allowing quick visibility to your pens and pencils. Reinforced metal grommets keep your pouch secure in your binder, while the durable canvas shell stands up to daily wear and tear. The color is chosen at random, no requests.

- Single pencil pouch sold in an assortment of colors
- 3 re-enforced metal rings for secure fit in binder
- 3 re-enforced metal rings for secure fit in binder
- Smaller mesh pocket provides visibility and quick access
- Assorted colors include blue, purple, red and teal
- The color is chosen at random, no requests



Line # 487

Item # 05512Q

Mead Spiral 1-Subject Notebook, 8" x 10.5", College Ruled, 70 Sheets, Assorted Colors (05512)



Description

Enjoy the convenience of smooth-turning pages in this Mead college-ruled assorted-color one-subject spiral notebook. Write ideas, essays and other notes in this spiral notebook. The college-ruled spacing lets you fill this notebook with more words, and the wire-bound spine securely keeps sheets together and is resistant to uncoiling. One notebook per order, color chosen at random.

- 1-subject notebook is great for school, home or work projects, 1 notebook per order, no choice of colors
- This 8" x 10.5" notebook has 70 sheets
- College-ruled for efficient use of space
- Available in assorted colors including green, light blue, purple, red, black, and yellow
- Spiral-bound design for easy access of sheets inside
- Colors chosen for customer at random



Line # 542

Item # JV62606

Pacon® Multicultural Construction Paper; 12" X 18",
50 Sheets



Description

Practical all-purpose sheets with excellent strength, brightness and durability.

- Ten creative shades for multicultural curriculums.
- Art and craft paper reflects the rich variety of skin color found around the world
- 50 sheets per film wrapped package! Recyclable!



Line # 550

Item # 2127023

The Pencil Grip Dry Erase Erasers, Yellow, 12/Pack (TPG-355)



Description

Erase dirt and stubborn marks with The Pencil Grip magnetic whiteboard erasers. Keep office, home, or classroom whiteboards clean and looking like new with these magnetic erasers. These compact erasers clean off dry-erase ink swiftly and effortlessly and easily attach to any metal-backed whiteboard or steel surface for convenient storage. The Pencil Grip whiteboard erasers have a soft, spongy feel that fits comfortably in the hand and come in a pack of 12.

- These magnetic dry erasers work swiftly and effortlessly at erasing, and store conveniently to any metal whiteboard or surface for easy retrieval
- Yellow lightweight eraser is ideal for hands of all sizes, while soft felt effectively removes dry-eraser ink without harming your board
- Dimensions: 2"W x 2"D
- 12 magnetic erasers per pack
- Cleaning the erasers is simple with a little soap and water, extending their life in even the busiest of homes, offices, and classrooms



Line # 572

Item # SPL230QCC

Quill Brand® 8-Digit Desktop Calculator, Gray (SPL-230-QCC)



Description

Support budget planning activities and everyday computations with this 8-digit display calculator. Calculate large numbers quickly with this black 8-digit display calculator. The angled display offers easy viewing, while the 8-digit LCD screen accommodates long numbers. Simplify calculations with the percentage, square root and change sign functions, and delete numbers quickly with the convenient backspace. This battery-powered 8-digit display calculator shuts down automatically when not in use, prolonging battery life, and integrates solar technology for uninterrupted use.

- Desktop calculator with easy-view 8-digit angled LCD display
- Easy-to-use solution for budget planning activities and everyday computations
- Dimensions: 4.13"W x 5.24"D x 1.14"H
- Two-way power: solar and battery – perfect for day or night
- Square root, percent backspace, and three memory store keys
- Automatic shut off



Line # 576

Item # 13529

Westcott Titanium Bonded 8" Titanium Multi-Purpose/Heavy Duty Scissor, Sharp Tip, Gray/Yellow (13529)



Description

Make each cut clean and precise with the long-lasting sharpness of these Westcott titanium-bonded 8 inch straight scissors, now with Glide adjustable tension. The high performance patented Titanium Bonded blades provides three times the strength of classic stainless steel blades and they stay sharp and effective even after long use. Glide provides a no tool adjustable glide technology for optimal cutting performance which allows less tension for thin materials and higher tension for thicker material. The redesigned ergonomic handle provides maximum comfort during use. This will be the last scissor you will ever need.

- Glide provides a no-tool adjustable glide technology for optimal cutting performance
- Allowing less tension for thin materials and higher tension for thicker material
- Made with Titanium Bonded blades
- Soft handle for maximum comfort
- New Glide adjustable hub requires no tools and allows for optimal cutting performance
- Adjust to less tension for thin materials and higher tension for thicker materials
- Titanium Bonded blades are 3X harder than stainless steel; blades stay sharper longer
- Corrosion resistant for longer blade life
- Ideal for heavy usage cutting of plastic packages, thick fabric and boxes
- Designed for right and left hand use
- Comes in gray/yellow
- Lifetime manufacturer limited warranty



Line # 579

Item # LO9837

Koss® ED1TC Headphones



Description

Ideal for schools, libraries and training departments, the ED1TC commercial and institutional headphones incorporates a plastic ear cup that allows easy cleaning with maximum durability in a multiple

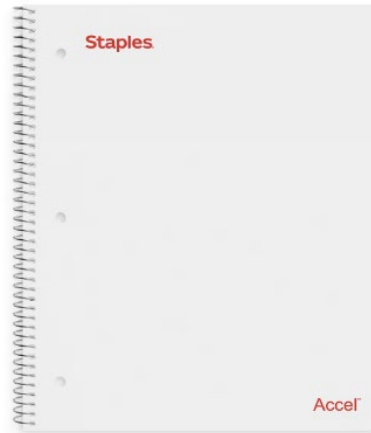
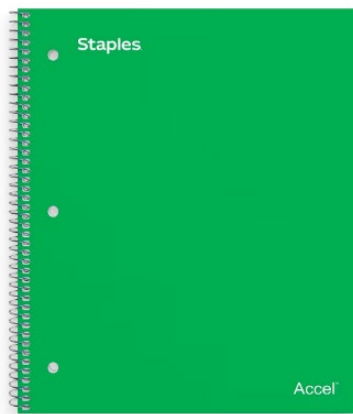
- Durable commercial and institutional headphone
- Plastic ear cups for convenient cleaning
- Durable design for multiple users, young and old
- 4-foot cord and 3.5mm plug



Line # 700 & 703

Item # GREEN 572550 : WHITE 572551

**Staples Premium 1-Subject Notebook, 8" x 10.5",
Wide Ruled, 100 Sheets**



Description

Take notes or write essays with this Staples Premium 8 x 10.5-inch green poly 1-subject notebook. Stock classrooms or offices with this wide-ruled notebook. The poly cover protects the inside pages from damage, while the wide ruling provides ample space for recording your thoughts. With the spiral spine design, accessing the sheets inside is simple. This Staples Premium 8 x 10.5-inch green poly 1-subject notebook has perforated pages for easy page removal.

- 1-subject notebook is great for school, home or work projects
- 100 sheets of wide-ruled paper for efficient use of space
- Green poly cover
- Wirebound for added durability
- Perforated pages allow for easy sheet removal
- Pocket divider
- 3-hole punched



Line # 736

Item # 1752511

Quartet Fusion Nano-Clean Magnetic Dry-Erase Whiteboard, Anodized Aluminum Frame, 4' x 6' (NA7248F)



Description

Hold dynamic lectures and encourage everyone's participation with this Quartet Fusion Nano-Clean magnetic whiteboard. Capture ideas effectively with this magnetic whiteboard. It measures 4 x 6 feet, offering plenty of space for writing and posting, and it has a smooth wipe-clean surface that's sealed to prevent nanoparticles from causing permanent stains. This wall-mounted Quartet Fusion Nano-Clean dry-erase whiteboard is easy to install in an office conference room, classroom, or multipurpose hall with its Z-bracket mounting hardware.

Magnetic whiteboard is ideal for heavy use in spaces with high traffic

Board dimensions: 48"H x 72"W

Surface accepts magnetic accessories, nanoparticles prevent ink from staining or ghosting

Package contents: whiteboard, marker tray, dry-erase marker, Z-bracket mounting hardware

25-year manufacturer limited warranty

Vertical/Horizontal Mounting



Line # 744

Item # EPS4BLUEUNI

Bostitch Personal Electric Pencil Sharpener, Blue (EPS4-BLUE)



Description

Produce precise points on graphite and colored pencils with this Bostitch electric pencil sharpener. Designed to be compact, light, and efficient for the typical home or office user. Created with the home and office users in mind its space-saver feature allows it to fit perfectly in any space and look great with its modern twist.

- HHC cutter technology for longer life
- Powerful motor for stall-free operation (under normal use)
- Space-saver compact design
- Safety switch prevents operation when shavings tray is removed
- High capacity easy clean shavings tray.
- Height: 4.25 inches

Designed to be compact, light, and efficient for the typical home or office user. Created with the home and office users in mind its space-saver feature allows it to fit perfectly in any space and look great with its modern twist. It may be small, but it has a powerful motor you can rely on to operate stall-free. The high capacity, easy clean shavings tray will eliminate your frequent trips to the waste basket. And keeping your safety in mind, the shavings tray has the added benefit of safely preventing operation when the tray is removed. Expect precision and clean sharpening with the HHC Cutter Technology, which extends cutter life by 4x. All completely built for personal convenience.



Line # 756

Item # 902311

Crayola Arts and Craft Brush Set , 5/Pack (05-3506)



Description

Crayola Arts and craft brush is designed for multipurpose use with watercolors, poster paints, tempera acrylic paints and school glue. Perfect for the classroom or at-home craft rooms, this set of five kids paintbrushes was designed to last. Take on a variety of arts and craft projects with a different brush type for every need. Thoughtful details, such as color-coded barrels and a compact handle size, make them easy for small hands to use. Pair them with Crayola Washable Paints (sold separately) for a great bundled gift idea. Paint sets for kids often don't include a variety of different brush types. This handy 5 piece set makes it easier for little artists to create detailed works of art with just the change of a paint brush!

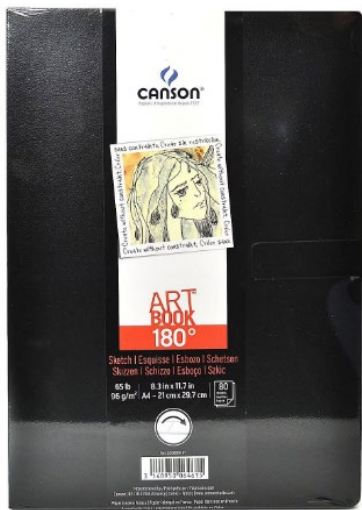
- Ideal for school projects, crafts, hobbies or just for fun
- 5 per pack
- Assorted sizes
- Contemporary design adds fun and consumer appeal.



Line # 775

Item # 2134512ASN

Canson 180 Degree Hardbound Sketch Books, 8-3/10" x 11-7/10", 80 Sheets (200006461)



Description

Canson 180 Degree Sketch Books exhibit practicality and elegance, with their magnetic closure, and solid, acid-free black cover. The stitch binding is extremely sturdy, allowing the sketchbook to lay completely flat when open. These books contain 80 pages of acid-free 65-pound paper.

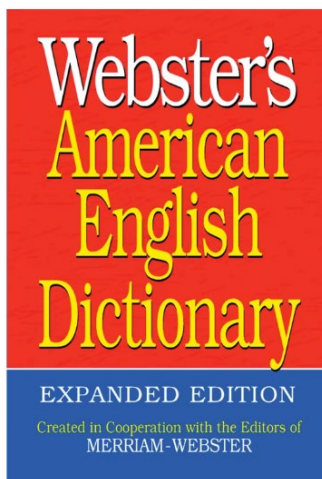
- Magnetic closure, solid, acid-free black cover
- Extremely sturdy stitch binding allows sketchbook to lay completely flat when open
- Books contain 80 pages of acid-free 65-pound paper
- Size: 8-3/10" x 11-7/10"
- Unit: 80 sheets



Line # 788

Item # JV66349

Webster's American English Dictionary, Expanded Edition,
Paperback (9781596951549)



Description

This new edition provides definitions, pronunciations and variant spellings for the words that make up the core of the English language. This new edition provides definitions, pronunciations and variant spellings for the words that make up the core of the English language. Special sections provide useful information for readers and writers.

- Created in cooperation with the editors of Merriam-Webster
- Paperback format with 512 pages
- ISBN: 9781596951549
- Suggested age range: 12+ years
- Sold as each
- Medium weight

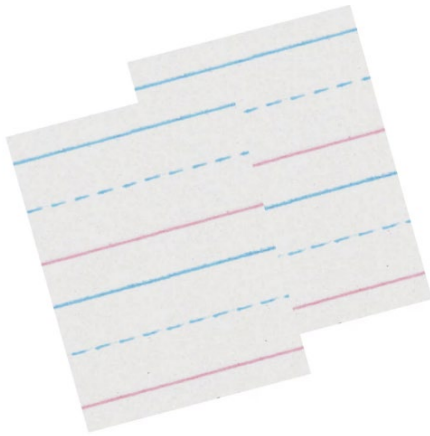
Features of this Book
40,000 clear, concise definitions
Common abbreviations
Special sections include:
– Biographical Names
– Geographical Names
– English Word Roots
– Basic English Grammar
Includes metal clasps and rings going down the center to bind punched sheets



Line # 790

Item # 24515381

Zaner-Bloser Sulphite Handwriting Paper, 500 Sheets/Pack, 2/Packs (PACZP2411-2)



Description

Clean White sulphite paper printed on both sides with a red baseline and a dotted blue midline, making it easy for students to find the headline quickly and easily. It's also great for tracking students' handwriting progress over time, and helps build a solid foundation for students to write legibly and communicate effectively through writing. Ruled 0.625" (long way), 0.3125" dotted midline, 0.3125" skip space. For Grade 1. Recyclable. Measures 10.5" x 8". Each pack includes 500 sheets. Sold as 2 packs for a total of 1000 sheets.

- Conforms to Zaner-Bloser™ Grade 1 handwriting program
- 0.625" ruled on both sides with 0.3125" blue dotted midline, red baseline and 0.3125" skip space
- Sheets measure 10.5" x 8" ruled the long way



Line # 795

Item # RMRT140008

Rubbermaid Roughneck 56 Quart Latching Lid Storage Tote, Dark Indigo Metallic (RMRT140008)



Description

Rugged storage box features shatter-resistant polyethylene construction. Sturdy built-in handles simplify transport. Snap-on, stay-tight lids help keep contents dry and dust-free. Stackable design enables easy, space-saving storage.

- Shatter-resistant
- Built-in handles.
- Snap-on lids.
- Stackable
- 15.88" x 23.88" x 12.25"



Line # 799

Item # 24380511

Staples Teacher Pack 5" Kids Blunt Tip Stainless Steel Scissors, Straight Handle, Right and Left Handed, 24/Pack (TR55059)



Description

Prep your classroom for creative projects with this 24-pack of Staples 5-inch blunt-tip kids scissors. Ensure each student in your classroom is ready for projects with this pack of kids scissors. The blunt tips offer added safety, providing a smarter option for younger learners. An array of colors helps inspire children to do their best work. With ambidextrous handles, these Staples 5-inch blunt-tip kids' scissors are perfect for sharing.

- 5" scissors for functional, everyday use
- Ergonomic handle for added comfort
- Perfect for left or right handed use
- Stainless Steel finish allows for added durability
- Straight shape for greater precision
- Assorted handle colors including Green, Yellow, Pink and Blue
- 24 per pack



Line # 835

Item # 2791326

Rubbermaid Roughneck 124 Quart Latching Lid Storage Tote, Dark Indigo Metallic (RMRT310000)



Description

Rugged storage box features shatter-resistant polyethylene construction. Sturdy built-in handles simplify transport. Snap-on, stay-tight lids help keep contents dry and dust-free. Stackable design enables easy, space-saving storage.

Rugged storage box features shatter-resistant polyethylene construction. Sturdy built-in handles simplify transport. Snap-on, stay-tight lids help keep contents dry and dust-free. Stackable design enables easy, space-saving storage.

- Shatter-resistant
- Built-in handles
- Snap-on lid
- Stackable
- 20.4" x 32.3" x 16.7"



Line # 885

Item # 2717734

Bostitch Electric Stapler, 20 Sheet Capacity, Black (MDS20-BLK)



Description

Improve paper handling procedures with this Bostitch electric stapler. Speed up routine tasks with this stapler. Its quiet motor automatically fastens up to 20 pages, letting you choose the desired angle, and the refillable tray slides out via the push button for easy reloading of standard staples. This Bostitch black stapler operates with an AC adapter, or you can slip in four AA batteries for use while traveling.

- Electric stapler stands up to a frequent daily use
- This stapler can staple up to 20 sheets at a time
- Uses a half-strip (105) of standard staples
- Black electric stapler
- Front loading for easy reloading
- Powered by an AC adapter, or 4 AA batteries for wire-free use
- 1-year manufacturer limited warranty



Line # 898

Item # 24462922

Quartet Melamine Dry-Erase Whiteboard, 9" x 12"
(B12-900962A)



Description

Practice makes perfect. This versatile lap board can help students learn with their own individual writing surface. The board features a blank dry-erase surface, and the included marker is comfortable to hold.

- Stay organized and share ideas with this education lap board
- 9" x 12" board size
- Melamine surface is smooth and easy to clean
- Package includes a dry-erase marker
- Frameless board design blends seamlessly into any environment
- Non-magnetic whiteboard offers excellent writing and erasing qualities
- Built-in peg hole allows for easy storage
- Lifetime manufacturer limited warranty



Line # 919

Item # 29E

Quartet Instant Easel Display Easel, 63", Black Aluminum (29E)



Description

Set up a temporary display anywhere with this Quartet 63-inch instant easel. Give impressive presentations with this portable steel easel, which has a tripod frame for stability. Adjustable clips keep your materials securely in place, and the five-pound weight capacity easily holds standard easel pads, canvases, and foam presentation boards. This Quartet instant easel folds down to 15 inches for convenient carrying.

- Display easel is the go-to solution when a dry-erase surface isn't required
- Comes in black and made of aluminum
- Supports 5 lbs. of display weight
- 1-year manufacturer limited warranty

The Quartet instant easel is every artist's dream tool. Its instant set up and take down allows you set up quickly at the beach, take it from studio to studio, or just keep it stored away when it's not in use. Durable and compact, this metal instant easel folds down to the size of a briefcase for added convenience and ease of transportation.

Easy to Transport

When inspiration hits, don't wait until you get home to act. This easel not only pops up in an instant, it collapses to fit inside a briefcase. When collapsed, this easel is just 15 inches long and it weighs just three pounds, which means you can take it anywhere.



Line # 926

Item # AVT40326

Advantus Weave Plastic Bins, Black, 3/Pack



Description

Stay organized with this 3-pack of Advantus plastic weave bins. Use these woven plastic baskets to sort small items and reduce clutter in homes, daycares, schools, and offices. Each of these durable bins measures 10 x 7.5 x 4 inches and features two sturdy handles, making them easy to rearrange or to carry frequently needed items. These black Advantus storage baskets fit easily onto shelves or in drawers, making them a great choice for organizing and storing everything from office supplies to children's toys.

- Small weave bins can be used for storing various items, including CDs, DVDs, office supplies, etc.
- Black plastic body
- Dimensions: 4"H x 7.5"W x 10"D
- Weave appearance
- Two built-in side handles
- Open top for easy access to content



Line # 934

Item # JV2323434

Champion Sports Rubber Cover Soccer Ball Set, Size 4, Assorted Colors (CHSSRB4SET)



Description

A great choice for indoor practices and gym classes, the Champion Sports Rubber Cover Soccer Ball Set is designed with a rubber and nylon wound cover for exceptional softness and responsiveness during drills and exercises. The 2-ply butyl bladder offers excellent air and shape retention. Each set comes with six size 4 soccer balls in various colors.)

- Champion Sports Soccer Ball
- Assorted colors made from durable rubber, nylon wound cover, and featuring a 2-ply butyl bladder
- Soccer balls are size 4
- Sold as 6 per pack



Line # 950

Item # JV34433

Educational Insights AlphaMagnets Lowercase Learning Magnets, Multicolor, 42/Set (1633)



Description

AlphaMagnets® color - coded lowercase letter magnets features 42 sturdy letter magnets that stay where they're placed and all 42 pieces measure 1 1/2"H each and store in a durable, stackable tub for easy cleanup. Encourage hands-on activities targeting letter recognition, word building, and initial sounds with AlphaMagnets! These color-coded magnets help children learn the difference between vowels (red) and consonants (blue). Set includes 42 pieces with more of the most commonly used letters (a, e, i, o, u, b, l, m, r, s, t) and a durable tub for storage and easy cleanup.

- Target letter recognition, word building, and letter sounds with magnetic lowercase letters! These letters measure 1.5" and are perfect for little learners
- Includes 42 lowercase letters featuring more of the vowels and consonants you use most: 3 of each vowel a, e, i, o, u and 2 of each these consonants b, l, m, r, s, and t
- Helps kids distinguish consonants (red) from vowels (blue) with color-coding
- Proportioned and correctly formed letters support the importance of proper letter formation in children
- Stronger magnets compared to other sets to ensure no slipping. Letters are all packed in a durable, stackable tub for easy clean-up & storage



Line # 958

Item # 24559213

Casio MS80B 8-Digit Battery & Solar Basic Calculator, Blue (MS80B-BU)



Description

The Casio MS-80B eight-digit desktop calculator meets a variety of business needs, including tax and currency exchange calculation.

- Basic calculator offers an eight-digit LCD display for convenient viewing
- Keep this calculator at your desk for whenever you need answers to math problems
- Streamline financial calculations with tax calculation, currency conversion, and profit margin functions
- Can be operated from solar or battery power, so you can use the calculator both day and night
- Three-key memory keeps often used figures accessible for faster calculations
- Dimensions: 5.78"H x 4.06"W x 1.13"D
- Square root, rounding switch, sign change, grand total, and percent functions help you solve a variety of mathematical problems
- Keys are made of plastic
- Key rollover feature makes sure nothing is lost during high-speed input
- Comes in blue



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NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 23-03

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for

Educational School Supplies, Instructional Solutions, and Related Products

SUBMITTAL DEADLINE: Tuesday, July 25, 2023, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Educational School Supplies, Instructional Solutions, and Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Educational School Supplies, Instructional Solutions, and Related Products. Addendum No. 1 is hereby issued as follows:

1. **Attached Excel version of RFP 23-03 Educational School Supplies, Instructional Solutions, and Related Products:**

Use link from [Solicitations | OMNIA Partners](#) to receive fillable Excel version of Tab 2 a. Market Basket (Appendix E). Market Basket items listing is protected.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Quill LLC

Contact Person Mark Roszkowski

Signature 

Date 7/19/2023

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist