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September 9, 2022

Jane Eastes
Association of Educational Purchasing Agencies
1001 E. Mount Faith Avenue
Fergus Falls, MN 56537

Quill Bid Number: 22-28454
Customer Bid Info: IFB #023-D School & Instructional Supplies
Account Number: 6714762

Dear Jane Eastes,

Thank you for your recent bid request. We appreciate your interest in Quill.com and are pleased to extend special pricing on the enclosed bid. Please note that the bid prices and free shipping* are good through **February 28, 2024**. In addition, for items not on your enclosed list, we're pleased to offer your organization additional column discounts** to our already discounted prices in the catalog which are up to 80% off list. This extra savings is good through **February 28, 2024**.

- **Catalog Discounts**

- 20% discount on Imprinted Products**
- 15% discount on School & Instructional Supplies**
- 15% discount on Copy Paper**
- 10% discount on Food & Beverage**
- 10% discount on Medical & PPE Supplies**
- 10% discount on Cleaning & Breakroom**
- 10% discount on Ink and Toner**
- 10% discount on Calculators**
- 10% discount on Furniture**
- 5% discount on Computer Peripherals and Office Machines**

Below are a few guidelines that we ask for you to follow to ensure the proper pricing and handling of your purchase orders:

- **Written acceptance** is requested to guarantee your discounts. Please see attached Bid Award Form.
- Please be sure to reference the above Quill.com account for easy and accurate processing.
- Quill.com offers easy online ordering with visibility to your column discount**.
- Please email your tax exempt form to taxexempt@quill.com or fax to 800-499-8805.

Thank you once again for choosing Quill.com. We look forward to working with you in the future.

Sincerely,

Quill Bid Department

*Free shipping is subject to change with a written 30-day notice and will not exceed the amount indicated in the contract terms.

**Discounts do not apply to any item that is identified as Special Order in a Special-Order catalog, begins with the prefix "SPW or "UNI", or is indicated as an "extended assortment." Also excludes QuillSUBSCRIBE orders, boxes, mailers, and tubes. The technology discount does not apply to the following technology product categories: Apple® products, e-readers, computers, and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending and gumball machines. 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, Gift Cards, Special offers, Clearance and Just for You offers).



BID AWARD FORM

In order to ensure proper bid pricing is applied, **complete and return this form** along with any detailed award information. *If results are automatically sent out or posted online, this form is not required.*

Quill Bid #: **22-28454** *Please reference this bid number and Quill item numbers on ALL purchase orders.

Account #: **6714762** State: **MN**

Account Name: **AEPA**

If Quill.com is awarded, please provide us a list of contacts and/or locations that need to be included as a part of this bid.

Were items awarded to Quill.com on this bid? All _____ Some _____ None _____
Do you accept the discounts on our catalog? Yes _____ No _____

If not, who was awarded your bid? _____

In order to remain on your bid solicitation list, we welcome your feedback as to the reason(s) we were not considered:

Are you tax exempt? Yes _____ No _____

If so, please send your tax exemption certificate to taxexempt@quill.com or fax to 800-499-8805.

This **Bid Award Form** can be returned via:

Email: bid@quill.com

Mail:

Quill LLC

Bid Department

100 Schelter Road

Lincolnshire, IL 60069-3621

Thank you for the opportunity to do business with you!

Quill Bid Department



Delivery Policy

FREE SHIPPING* – No minimum spend required.
95% on-time delivery.

- Delivered via UPS or Local Carrier within 1-2 business days (Mon-Fri) ARO stock.
- UPS automatically provides inside delivery (the driver will bring the merchandise inside to a main location-no desk top delivery).
- Shipping for items w/prefix of 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.

Guaranteed 1-2 Day Delivery



Items marked with this icon will be delivered within 2 business days or we will refund the final price you paid for the item plus applicable tax.

Orders must be placed by 3:00 p.m. local time to qualify. Subject to credit approval. Excludes discounted items or delays resulting from circumstances beyond Quill.com's reasonable control, including, without limitation, natural disasters, labor strikes or severe weather. Quill.com reserves the right to discontinue this guarantee at any time, for any reason.

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 & 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 \$25.00 the driver will assist in unloading cartons from truck & bring inside the building.
- Installation and or set/up is not included. Additional charges will apply based on weight & 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 & 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 & 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 LLC operates 18 warehouses nationwide & 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. In the event that 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.

***Free shipping is subject to change with a written 30-day notice and will not exceed the amount indicated in the contract terms.**



Return Policy

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.

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.

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.



Warranty Information

<http://www.quill.com/content/iw/help/policies.cshtml?icid=ft:g,pssy>

- **How can I obtain a manufacturer's product warranty information?**
 - To obtain a manufacturer's telephone number for warranty information, please email solutions@quill.com
 - Please include the product name, manufacturer and model number or Quill.com item number. Browse our assortment of [SquareTrade warranties](#) for service plans you can purchase through Quill.com.
- ***How can I obtain product recall information?***
 - To obtain a manufacturer's telephone number for recall information, please email us, solutions@quill.com
 - Please include the product name, manufacturer and model number or Quill item number.
 - The products identified below are subject to recall in the United States.
 - The recall information provided here 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.



Packing Information

- Our primary goal as your vendor is to ensure that your product is protected and you receive it in perfect condition.
- We use # 4 recyclable packaging materials to protect your order during shipment and to further help preserve valuable resources; items are packed into a box size that fits your order.
- If your delivery needs extra protection, we use lightweight plastic air bags which, in many areas, can be recycled.
- Whenever possible, we ship your products without packing materials to conserve resources. It is our desire to be proactive in seeking environmentally responsible packaging options and methods.
- Quill constantly conducts customer surveys to assess the packaging material satisfaction. Those surveys are reviewed and each suggestion looked into.
- Quill has changed our packaging from Styrofoam bubbles to one plastic bag in our boxes.
- Quill has cut the use of shrink wrap within our warehouses.

Packing Slip Policy:

- Full Case Shipments- No packing list provided. Outside label will contain # of cartons.
- Partial Case Shipments- The packing list will be located in the box labeled "Packing Slip Enclosed".

The Packing Slip contains:

- Account Number
- Ship Date
- Order Number
- Purchase Order Number
- Buyer Name
- Ship To and Bill To
- Total Packages
- Carrier
- Carton#
- Item Number
- Item Description
- Unit of Measure
- Quantity Ordered and Quantity Shipped



Order anytime at www.quill.com

To contact one of our friendly representatives, please E-mail us at info@quill.com Or, call us at 1-800-789-1331.

Thank you for ordering from Quill.com!

QUILL CORPORATION

PACKING LIST

REFER TO THIS ORDER NO. FOR ALL INQUIRIES		
ACCOUNT NUMBER	SHIP DATE	ORDER NO.
	9/22/17	106587101
PURCHASE ORDER NO.	BIDDER	

SHIPPING LOCATION: Beloit, WI FC

CARRIER/ROUTE: CHG/COU /HG

TOTAL PACKAGES: 2

PAGE: 1

Elevator: Hours: 03088

SPECIAL INSTRUCTIONS

CARTON NUMBER	ITEM NUMBER	ITEM DESCRIPTION / MODEL / NUMBER	UNIT MEAS	QTY ORDERED	QTY SHIPPED
5800762022 433	61024/WHITE	GLAD KITCHEN DRAINING 13GAL BAG /CLO 78526	BX	2	2
5800762022 433	50208/	STEVIA - 200CWT /SMU4480076014	BX	1	1
5800762048 532	101264/	NESTLE PURE LIFE WATER 16.9OZ /110109	CS	1	1
5800762022 433	2071264/	PANTASTIK GNRL PURP CLRNR 32OZ /682274	EA	1	1
	Material Safety Data Sheets (MSDS)	may be found by visiting http://sds.staples.com/msds/2071264.pdf			
5800762022 433	1945969/	SCRUBBNG BBL DSNF CLRNR 25OZ /682264	EA	1	1
	Material Safety Data Sheets (MSDS)	may be found by visiting http://sds.staples.com/msds/1945969.pdf			
5800762022 433	17472S/	BARN FREE CIRCULON COOKWARE /17472S	EA	1	1
5800762022 433	37190S/	20% OFF QUILL BRAND TONER /37190S	EA	1	1
5800762022 433	17664S/	\$10 OFF CALENDARS! /17664S	EA	1	1
5800762022 433	17590S/	FREE COUPON BOOKLET! /17590S	EA	1	1

For return information, please contact

Quill.com:

www.quill.com/returns

OR

call 1-800-789-1331

ATTN: Returns Department

Order # 106587101

Account # 0006498829

Quill.com

3140 Colley Road

BELOIT, WI, 53511

Thank You for Your Order!

Use the above label for product returns only



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, customer 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

Not Minority or Women owned

Senior Vice President: Mark Roszkowski **Number of Employees:** 1,030

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

Physical Address & Mail Orders: 100 Schelter Road, Lincolnshire, IL 60069-3621

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

*Free shipping is subject to change with a written 30-day notice and will not exceed the amount indicated in the contract terms.



Company ID Number: 1346818

Approved by:

Employer Quill LLC	
Name (Please Type or Print) Kaylynn Rudy	Title
Signature Electronically Signed	Date 10/02/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/02/2018



Company ID Number: 1346818

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Quill LLC
Company Facility Address	100 Scheller Rd Lincolnshire, IL 60069
Company Alternate Address	
County or Parish	LAKE
Employer Identification Number	042896127
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	1



EEO Certification

Due to the 700 vendors and 1.1 million customers, it is impossible for us to reply on an individual basis and read each company's certification requirements. Please accept the following as our standard report.

You are advised that Quill LLC does not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability; or an unfavorable discharge from military service.

Quill LLC hereby certifies that it does not maintain or provide for their employees any segregated facilities at any establishment. As used in this Certification, the term "Segregated Facilities" means any waiting rooms, work area, rest rooms and other storage or dressing areas, transportation and housing facilities provided for the employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, religion, sex marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or and unfavorable discharge from military service.

Quill LLC also maintains and conspicuously posts a written sexual harassment policy consistent with state and federal law.

Quill LLC also complies with Affirmative Action obligations under Executive Order 11246.

Quill LLC has a commitment to its employees to provide a safe and drug free work environment, with policies in places that address our expectations.

If we can clarify any questions regarding our policy on this issue, please call or write.

Quill LLC
100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
Bid@quill.com

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.

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.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

500 Staples Drive

6 City, state, and ZIP code

Framingham, MA 01702

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

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

000000-00-0000

or

Employer identification number

04-2896127

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 ►

Date ► 1/3/22

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

2/1/2023

DATE (MM/DD/YYYY)

1/21/2022

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):
E-MAIL:
ADDRESS:

FAX
(A/C No.):

INSURED
1492159 Staples, Inc
ATTN: Trevor Hamilton
500 Staples Drive
Framingham MA 01702

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company 22667

INSURER B: Travelers Property Casualty Co of America 25674

INSURER C: Indemnity Insurance Co of North America 43575

INSURER D: ACE Fire Underwriters Insurance Company 20702

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 17738338**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		ADD'L SUBR INSD WVD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	N	N	XSL G72478174	2/1/2022	2/1/2023	EACH OCCURRENCE	\$ 1,975,000
	<input type="checkbox"/>	CLAIMS-MADE						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 975,000
	<input checked="" type="checkbox"/>	SIR \$25,000						MED EXP (Any one person)	\$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,975,000
	<input type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC		GENERAL AGGREGATE	\$ 20,000,000
	OTHER:							PRODUCTS - COMP/OP AGG	\$ 4,000,000
									\$
A		AUTOMOBILE LIABILITY	N	N	ISA H25554644	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$ XXXXXXXX
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXXX
	<input type="checkbox"/>	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
	<input type="checkbox"/>	AUTOS ONLY	<input type="checkbox"/>	AUTOS ONLY					\$ XXXXXXXX
B	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	N	N	ZUP-41N47445-22-NP	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/>	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 10,000,000
		DED	<input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$ XXXXXXXX
CAD	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N	WLR C68928278 (AOS)	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input checked="" type="checkbox"/> N	N/A	WLR C6892831A (OR, MA)	2/1/2022	2/1/2023	<input type="checkbox"/> OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below				SCF C68928357 (WT)	2/1/2022	2/1/2023	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

17738338
Evidence of Insurance

CANCELLATION See Attachment

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.
Technology By Design, LLC
Montana Office Machines, Inc., dba J2 Office Products

Part D - Questionnaire

AEPA 023-D

School & Instructional Supplies

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled ***“Part D – Questionnaire – Name of Company”***.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: Quill LLC

Company Address: 100 Schelter Road

City, State, zip code: Lincolnshire, IL 60069

Website: www.quill.com

Contact Person: Samra Cejvan

Title: Buying Group Manager

Phone: 800-634-4809

Email: bid@quill.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: public company X privately owned company

In what year was this business started under its present name? 1956

Under what additional, or, former name(s) has your business operated? N/A

Is this business a corporation? No X Yes. If yes, complete the following:

Date of Incorporation: 12/15/1977

State of Incorporation: Delaware

Name of President: Mark Roszkowski

Name(s) of Vice President(s): Kevin Wood

Name of Treasurer: Jeffrey Brown

Name of Secretary: Cristina Gonzalez

Is this business a partnership? X No Yes. If yes, complete the following:

Date of Partnership:

State Founded:

Type of Partnership, if applicable:

Name(s) of General Partner(s):

Is this business individually owned? X No Yes. If yes, complete the following:

Date of Purchase:

State Founded:

Name of Owner/Operator:

Is this business different from those identified above? X No Yes

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? ☒ No ☐ Yes

Is this business minority-owned? ☒ No ☐ Yes

Does this business have an Affirmative Action plan/statement? ☐ No ☒ Yes

Business Headquarter Location

Business Address 100 Schelter Road
 City, State, zip code Lincolnshire, IL 60069
 Phone 800-634-4809
 How long at this address? 66 years

Business Branch Location(s)

Branch Address *see attached locations
 City, State, zip code
 Branch Address
 City, State, zip code
 Branch Address
 City, State, zip code
 Branch Address
 City, State, zip code

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	\$81,421,827	\$101,115,970	\$68,797,434
Higher Education Institutions	\$4,560,180	\$4,800,723	\$2,828,291
Counties, Cities, Townships, Villages States	\$57,554,690	\$56,006,747	\$32,150,375
Other Public Sector & Non-profits	\$52,713,104	\$57,720,394	\$34,571,032
Private Sector	\$857,647,499	\$878,530,972	\$502,325,206
Total	\$1,053,897,299	\$1,097,724,806	\$640,672,339

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	\$6,236,577	\$8,239,327	\$6,050,884
Higher Education Institutions	\$77,735	\$83,045	\$51,795
Counties, Cities, Townships, Villages States	\$177,067	\$237,975	\$129,744
Other Public Sector & Non-profits	\$1,073,990	\$1,425,995	\$899,855
Private Sector	\$1,997,170	\$2,412,808	\$1,766,963
Total	\$9,562,538	\$12,399,151	\$8,899,241



Warehouse Locations

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 Drive
Orlando, FL 32824

RDC 9

200 Bromley Business
Pkwy Brighton, CO 80603

RDC 10

500 East 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 Road
Putnam, CT 06260

RDC 15

105 Bracken Rd.
Montgomery, NY 12549

RDC 16

3140 Colley Road
Beloit, WI 53511

RDC 17

7701 Staples Drive 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

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Samra Cejvan	Buying Group Manager	847-876-4266	samra.cejvan@quillcom
Sales Manager	Romo Moormeier	National Sales Manager	847-876-4676	romi.moormeier@quill.com
Customer & Support Manager	Karrie Szalkowski	Sales Education & Business Support Manager	847-876-4230	karrie.szalkowski@quill.com
Distributors, Dealers, Installers, Sales Reps	N/A			
Consultants & Trainers	N/A			
Technical, Maintenance & Support Services	N/A			
Quotes, Invoicing & Payments	N/A			
Warranty & After the Sale	N/A			
Financial Manager	N/A			

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
192	Lincolnshire	Illinois

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

See attachment "Exhibit A – Marketing Plan – Quill LLC", page 10.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

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.

Quill's sales teams engage with customers across the contiguous 48 states. Each team's strategy is based on a specific sales approach from new buyer acquisition to managing a book of business and retention. The overarching goal is to provide tailored solutions based on customers' needs while growing overall sales across all categories.

We are respected by customers and vendors for our “we care” approach to the way we do business, and our unwavering dedication to outstanding customer service. We operate 18 warehouses nationwide and partner with vendors and wholesalers to deliver products.

Renowned for its outstanding customer service, Quill serves customers through direct marketing, telemarketing, outside sales, and online. Quill offers a 24-hour-a-day access to over 600,000 essentials. Quill.com is consistently ranked as one of the best online merchants by Bizrate.com, and is consistently ranked as one of the best online merchants. Quill LLC has been a wholly owned separately operated subsidiary of Staples, Inc. since 1998.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Quill is a business-to-business direct marketer of office and school products, furniture, technology and computer supplies offering more than 600,000 essentials. Please see our Added Value document for an overview of the additional services we provide.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

Quill LLC operates 18 warehouses nationwide & 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. In the event that 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.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
*see attached Warehouse Locations		

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

N/A

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

N/A



Warehouse Locations

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 Drive
Orlando, FL 32824

RDC 9

200 Bromley Business
Pkwy Brighton, CO 80603

RDC 10

500 East 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 Road
Putnam, CT 06260

RDC 15

105 Bracken Rd.
Montgomery, NY 12549

RDC 16

3140 Colley Road
Beloit, WI 53511

RDC 17

7701 Staples Drive 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

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

We take pride in supporting business of all stripes, but particularly those from historically marginalized groups. In 2021, Quill offered over 3,000 products from MWBE companies including women-owned, minority-owned, small business, and PCO.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

Currently, we have thousands of products available from women-owned businesses.* To find these products, search for women-owned businesses or look for the women-owned business badge as you shopQuill.com.

*All of our women-owned businesses are certified by either a national, state or regional council to be at least 51% owned, controlled, or operated by a woman.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Please see attached Minority Vendor List for details on our MWBE partners.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Samra Cejvan	Buying Group Manager	847-876-4266	samra.cejvan@quill.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021- 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

See attachment "Exhibit A – Marketing Plan – Quill LLC", page 4.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

See attachment "Exhibit A – Marketing Plan – Quill LLC", pages 5-8.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.



Quill's Minority Vendor List

Vendor Name	
American Paper	MBE
American Paper Converting Corp. Dist. Serv, Inc.	MBE
Guy Brown Management, LLC	MBE
Ingram Micro D,	MBE
Kelly Computer Supplies	MBE
SKM Industries Inc.	MBE
Southcoast 265771	MBE
Southcoast Paper LLC	MBE
TrueChoicePack Corp	MBE
ViewSonic Corporation	MBE
VuPoint Solutions	MBE
Selco Industries, Inc.	MBE, WBE, Small Business
Baumgarten	WBE
Baumgarten's Exclusive Imports, Inc.	WBE
Diverse ID	WBE
Gojo Industries	WBE
Imprint Plus	WBE
McKlienUSA	WBE
Smead Manufacturing	WBE
Absorbent Specialty Products	WBE, Small Business
Alliance Rubber	WBE, Small Business
Barker Creek	WBE, Small Business
Centon Electronics Inc.	WBE, Small Business
ES Robbins Corp	WBE, Small Business
Foremost Groups Inc.	WBE, Small Business
KleenSlate	WBE, Small Business
KleenSlate LP	WBE, Small Business
Master Caster Company	WBE, Small Business
Stride Inc.	WBE, Small Business, Hub Zone
Alphapointe Assoc for the Blind	PCO
Arlington Industries	PCO
Blind Industries and Services of MD	PCO
Chicago Lighthouse Industries	PCO
Envision-KS	PCO
Georgia Industries for the Blind	PCO
Hospeco	PCO
Industries FT Blind, Inc.	PCO
LC Industries, Inc.	PCO
Louisiana Assoc for the Blind	PCO
NYSPSP/NIB	PCO
San Antonio Lighthouse	PCO
Stout	NIB/NISH

- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

See attachment "Exhibit A – Marketing Plan – Quill LLC"

Environmental Initiatives

Describe how your products and/or services support environmental goals.

See attached "Quill's Commitment to the Environment"

Indicate if your company has any products in your offering that have any third-party environmental certifications.

See attached "Quill's Commitment to the Environment"

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

See attached "Quill's Commitment to the Environment"

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

In 2021 we offered over 4,500 eco-friendly products accounting for about 20% of our sales. We have a team that is in charge of this initiative and continuously making improvements. See attached "Quill's Commitment to Environment" for more details.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

See attached Quill's Added Value document

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

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 is currently integrated and supports a number of the punchouts provided by the AEPA state agencies. Ecommerce platforms vary between, but not limited to, the homegrown agency platforms, EqualLevel, SKYWARD, and Yardi. One example is the Wilson Education Center (WEC) homegrown ecommerce platform, IAESC Purchasing. IAESC Purchasing is a full punchout, running on cXML Agent 2.0. 100% of their sales are placed using this platform. Total 2021 sales landed at approximately \$3M. Quill's Sales Operations and internal IT teams provide technical support and partner directly with the platform providers to ensure smooth and accurate operation.



Our Commitment to the Environment

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.com 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.com'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.com 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

Our Quill.com'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.



Added Value

Quill's Customer Service team has been recognized twice by the J.D Power and Associates Certified Call Centers Program for providing "An Outstanding Customer Service Experience". Bizrate.com rated our customer service team as "Outstanding". Quill has a track record of continuously exceeding expectations.

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 CST.
- Preferred Customer Service Team – Available to assist with placing orders, providing status of delivery, billing and invoices, returns, and more! .
- A team of technology, furniture, and custom print specialists to assist AEPA participants with sourcing, fulfillment, and pricing of large projects.
- 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.
- Quill is capable of integrating with various marketplace platforms offered by the state agencies to assist their members with streamlined approval, ordering, and billing processes.
- Our exclusive Quill Brand items are backed by a lifetime guarantee. Quill products provide the best value and can save your organization a significant amount of money.
- Quill supplies an AEPA Teacher Requisition Form, listing all relevant contract products and pricing, to make teacher ordering simple and easy.
- 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!

***Free shipping is subject to change with a written 30-day notice and will not exceed the amount indicated in the contract terms.**

Disclosures

Legal: Does this business have actions currently filed against it?

No

Yes

X

If Yes, **AN ATTACHMENT IS REQUIRED:** List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. *see attached Quill's reference list				
2.				
3.				
4.				
5.				

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Yes	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	
Iowa	Yes	X	X	
Kansas	Yes	X	X	
Kentucky	Yes	X	X	
Massachusetts	Yes	X	X	
Michigan	Yes	X	X	
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X
Montana	Yes	X	X	
Nebraska	Yes	X	X	
New Jersey	No	X	X	X
New Mexico	Yes	X	X	
North Dakota	Yes	X	X	



Cooperative References

OMNIA Partners, Public Sector

Sonda Sahley 440-788-7944
7145 Tidwell Rd.
Houston, TX 77092
sonda.sahley@omniapartners.com

Capitol Region Education Council (Connecticut)

Cara Hart 860-524-4021
147 Charter Oak Ave. #4
Hartford, CT 06106
chart@crec.org

Donors Choose .Org (New York)

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

Region 16 Education Service Center

Andrew Pickens
5800 Bell Street
Amarillo, TX 79109
andrew.pickens@esc16.net

Kentucky Educational Development Corporation (Kentucky)

904 W. Rose Rd.
Ashland, KY 41102
Chris Clevenger 606-929-2234
Member Services
chris.clevenger@kedc.org

Ohio	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Oregon	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Pennsylvania	Yes	<u>X</u>	<u>X</u>	<u>X</u>
South Carolina	Yes	<u>X</u>	<u>X</u>	
Texas	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Virginia	Undecided	<u>X</u>	<u>X</u>	
Washington	Yes	<u>X</u>	<u>X</u>	
West Virginia	Yes	<u>X</u>	<u>X</u>	
Wisconsin	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Wyoming	Yes	<u>X</u>	<u>X</u>	

e-Commerce: Does this business have an e-commerce website? _____ **No** _____ X **Yes**

If YES, what is the website? www.quill.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** _____ X **Yes**

Does this business have a toll-free customers support phone option? _____ **No** _____ X **Yes**

Does this business offer local customer and support service options? _____ **No** _____ X **Yes**

State your normal delivery time (in days) and any options for expediting delivery.

Normal delivery time is 1-2 business days ARO stock items. See attached Quill's Delivery Policy for more details.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

Quill LLC operates 18 warehouses nationwide & 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. In the event that 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.

Describe your company's payment terms as well as any quick pay discounts.

Quill's payment terms are Net 30 days.

State your company's return policy and any applicable State restocking fees.

See attached Quill's Return Policy. Quill does not charge restocking fees.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

See attached Quill's Added Value document

Pricing



Delivery Policy

FREE SHIPPING* – No minimum spend required.

95% on-time delivery.

- Delivered via UPS or Local Carrier within 1-2 business days (Mon-Fri) ARO stock.
- UPS automatically provides inside delivery (the driver will bring the merchandise inside to a main location-no desk top delivery).
- Shipping for items w/prefix of 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.

Guaranteed 1-2 Day Delivery



Items marked with this icon will be delivered within 2 business days or we will refund the final price you paid for the item plus applicable tax.

Orders must be placed by 3:00 p.m. local time to qualify. Subject to credit approval. Excludes discounted items or delays resulting from circumstances beyond Quill.com's reasonable control, including, without limitation, natural disasters, labor strikes or severe weather. Quill.com reserves the right to discontinue this guarantee at any time, for any reason.

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 & 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 \$25.00 the driver will assist in unloading cartons from truck & bring inside the building.
- Installation and or set/up is not included. Additional charges will apply based on weight & 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 & 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 & 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 LLC operates 18 warehouses nationwide & 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. In the event that 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.

***Free shipping is subject to change with a written 30-day notice and will not exceed the amount indicated in the contract terms.**



Return Policy

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.

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.

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.



Added Value

Quill's Customer Service team has been recognized twice by the J.D Power and Associates Certified Call Centers Program for providing "An Outstanding Customer Service Experience". Bizrate.com rated our customer service team as "Outstanding". Quill has a track record of continuously exceeding expectations.

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 CST.
- Preferred Customer Service Team – Available to assist with placing orders, providing status of delivery, billing and invoices, returns, and more!
- A team of technology, furniture, and custom print specialists to assist AEPA participants with sourcing, fulfillment, and pricing of large projects.
- 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.
- Quill is capable of integrating with various marketplace platforms offered by the state agencies to assist their members with streamlined approval, ordering, and billing processes.
- Our exclusive Quill Brand items are backed by a lifetime guarantee. Quill products provide the best value and can save your organization a significant amount of money.
- Quill supplies an AEPA Teacher Requisition Form, listing all relevant contract products and pricing, to make teacher ordering simple and easy.
- 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!

***Free shipping is subject to change with a written 30-day notice and will not exceed the amount indicated in the contract terms.**

Is your pricing methodology guaranteed for the term of the contract? _____ **No** X **Yes**

Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A? _____ **No** X **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? X **No** _____ **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? X **No** _____ **Yes**

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? _____ **No** X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

 X Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** X **Yes**

If YES, identify which cooperative and the respective expiration date(s).

REMC expires 1/1/2023. OMNIA expires 6/1/2024.

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

Quill LLC in due diligence, will qualify potential AEPA customers and make the recommendation of enrollment to the APEA program wherever possible. Quill LLC will do what is best for the customer.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

<u> X </u>	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** _____ **Yes**

If Yes, please indicate how the rate factor is determined and other cost factors below.

[Click or tap here to enter text.](#)



Most Favored Customer Pricing

If, during the term, Supplier provides products to another customer similar to Buyer, with similar volume requirements, order size, quantities and mix of products and services, delivery schedule, and geographic areas as Buyer, and offers similar discounts, rebates, and guarantees as those offered to Buyer under this agreement, at prices that are lower than the prices set forth in this agreement, 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. Notwithstanding the foregoing, **Quill reserves the right not to sell any products below supplier purchase order cost.**

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Part A, page 12	V	Audit Rights	See attached Exceptions
Part A, page 13	V	Commercially Available Catalog	See attached Exceptions
Part A, page 14, 22	V	Cooperative Purchasing Contracts; Pricing	See attached Exceptions
Part A, page 15	V	Delivery Terms: Improper Delivery; Defective Goods	See attached Exceptions
Part A, page 15	V	Delivery Terms: Liquidated Damages	See attached Exceptions
Part A, page 15-16	V	Delivery Terms: Default in One Installment to Constitute Total Breach	See attached Exceptions
Part A, page 18	V	Indemnification	See attached Exceptions
Part C : Illinois (p. 14), New Mexico (p. 67), Ohio, (p. 72), Pennsylvania (p. 85), Texas (p. 88 & 90), Washington (p. 100), West Virginia (p. 107, & New Jersey (p. 120 & 139)	#3 State Specific Terms & Conditions	Background Checks	See attached Exceptions

Proposed Comments to
AEPA IFB 023-D School & Instructional Supplies

Bidder: Quill LLC
Quill Bid # 22-28454

IFB Section and Page	Outline Number	Term or Condition	Exception
Part A, page 12	V	Audit Rights	<p><i>Proposed language to be added to the end of this section:</i></p> <p>To the extent permitted by applicable law, the audit shall be conducted in accordance with the following:</p> <p>During the Term and for a period of twelve (12) months thereafter, Vendor Partner will upon not less than thirty (30) calendar days prior to written request, make available to Buyer no more than once per calendar year, at Vendor Partner's corporate offices, during normal business hours, the information from Vendor Partner's contract administration application pertaining to all invoices sent by Vendor Partner and payments made by Buyer for all products and services purchased by Buyer under this contract during the twelve (12) month period immediately prior to the date of Buyer's written audit request. Buyer may employ an independent auditor or consultant, or Buyer may choose to conduct such audit on its own behalf. Vendor Partner shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement with Vendor Partner, Vendor Partner will permit the auditor to review the relevant documents. Buyer shall be responsible for paying the fees and costs of any auditor or consultant. Vendor Partner reserves the right to charge a reasonable fee for the preparation and delivery of audit reports provided to Buyer or any auditor or consultant hired by Buyer. In the event that a properly conducted audit discloses any over-billing or under-billing from the then-current contractual price, Vendor Partner or Buyer shall promptly reimburse or pay the affected party, as applicable. AEPA and Buyer may not conduct duplicative audits.</p>
Part A, page 13	V	Commercially Available Catalog	<p><i>Propose that the language be replaced in the entirety with the following language:</i></p> <p>"The list of products and/or services set forth in Part F, which may be amended from time to time by Vendor Partner and AEPA."</p>
Part A, page 14, 22	V	Cooperative Purchasing Contracts; Pricing	<p><i>We propose to modify the language as follows:</i></p> <p>Notwithstanding anything to the contrary, if, during the term, Vendor Partner provides products to another customer similar to AEPA, 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</p>

			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.
Part A, page 15	V	Delivery Terms: Improper Delivery; Defective Goods	<p><i>We propose that these sections be replaced with the following language:</i></p> <p>Notwithstanding anything to the contrary, Vendor Partner's warranty and return policy shall govern as follows:</p> <p>Vendor Partner expressly warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all products sold to Buyer. Vendor Partner expressly warrants that all Vendor Partner-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 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 Partner'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>
Part A, page 15	V	Delivery Terms: Liquidated Damages	We propose to remove this language, which appears suited for construction, or installation, or other services transactions as opposed to the sale of goods.
Part A, page 15-16	V	Delivery Terms: Default in One Installment to Constitute Total Breach	We propose to remove this term given the context/industry and purpose of this agreement. This term appears suited for supply chain agreements.
Part A, page 18	V	Indemnification	We propose to clarify that this language governs <u>third party</u> claims.
Part C : Illinois (p. 14), New Mexico (p. 67), Ohio, (p. 72), Pennsylvania (p. 85), Texas (p. 88 & 90), Washington (p. 100), West	#3 State Specific Terms & Conditions	Background Checks	<p>Staples, Inc. uses a third-party contractor nationwide by the name of Sterling that handles all of our backgrounds for serious candidates.</p> <p>Our process:</p> <p>Candidates sign the background check release. We enter the information using Sterling's on-line system. Our background checks for office associates consist of a national and state criminal search and a social security trace.</p> <p>Employees are not fingerprinted and do not have direct contact with students.</p> <p>Quill LLC conducts background checks on all of its associates and third party courier drivers who deliver orders to our customer, as follows: (i)</p>

Virginia (p. 107, & New Jersey (p. 120 & 139)			for Quill LLC associates, Quill LLC completes a national and state criminal search and a social security trace; and (ii) for its third party courier drivers, Quill LLC requires that the courier conduct pre-employment and/or random drug-screening and a felony background check on all of its drivers, and ensure that such drivers have a safe driving record, as documented by state motor vehicle records.
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Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	No, this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes, this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation

Part E – Signature Forms

AEPA 023-D

School & Instructional Supplies

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Bidding Company" (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as one (1) single PDF titled "Part E – Signature Forms – Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply 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”). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply 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"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	KW
2. Termination for Cause of Convenience	YES	KW
3. Equal Employment Opportunity	YES	KW
4. Davis-Bacon Act	YES	KW
5. Contract Work Hours and Safety Standards Act	YES	KW
6. Right to Inventions Made Under a Contract or Agreement	YES	KW
7. Clean Air Act and Federal Water Pollution Control Act	YES	KW
8. Debarment and Suspension	YES	KW
9. Byrd Anti-Lobbying Amendment	YES	KW
10. Procurement of Recovered Materials	YES	KW
11. Profit as a Separate Element of Price	YES	KW
12. General Compliance with Participating Agencies	YES	KW
13. Governing Law; Forum Selection.	YES	KW

Quill LLC

Name of Business

Signature of Authorized Representative

Kevin Wood

Printed Name

9/8/2022

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Kevin Wood

Authorized Representative (Please print or type)

Quill LLC

100 Schelter Road

Mailing Address

Vice President of Customer Sales and Marketing

Title (Please print or type)

Lincolnshire, IL 60069

City, State, Zip



Signature of Authorized Representative

9/8/2022

Date




Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	Quill LLC	Date	9/8/2022
Address	100 Schelter Road	City, State Zip	Lincolnshire, IL 60069
Contact Person	Kevin Wood	Title	Vice President of Customer Sales and Marketing
Authorized Signature		Title	Vice President of Customer Sales and Marketing
Email	bid@quill.com	Phone	800-634-4809

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence (Member Agency to select)	3/1/2023	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"X"	Document Title, Uploaded to Public Purchase (Respondent must submit documents in the required title/format)	Format of Uploaded Document	Notes
N/A	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
X	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
X	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
X	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
X	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
X	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
X	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created

Association of Educational Purchasing Agencies
Tabulation Report IFB #023-D - School & Instructional
Supplies
Vendor: Quill Corporation

General Comments:

General Attachments: Additional Documents - Quill LLC.pdf
Exhibit A - Marketing Plan - Quill LLC.pdf
Part C - State-Specific Forms - Quill LLC.pdf
Part D - Questionnaire - Quill LLC.pdf
Part E - Signature Forms - Quill LLC.pdf
Part F - Pricing Schedule - Quill LLC.xlsx
Price List_Catalog - Quill LLC.pdf

Quill Marketing Plan

AEPA #023-D

School & Instructional Supplies

Samra Cejvan

Buying Group Manager



Outline



MARKETING
STRATEGY



SALES STRATEGY



CONFERENCES &
EVENTS



CONTACTS &
SUPPORT TEAM

Marketing Strategy

Objective:

to provide a diverse marketing plan that employs multiple tactics to achieve higher success of engagement with new & existing AEPA members and to grow contract sales



2021 – 2022 Marketing Strategy Overview

- ✓ Quill.com website presence – a general AEPA landing page + co-branded landing pages for each state agency
- ✓ AEPA-specific print –education catalog customized for AEPA Quill customers + monthly direct mailers highlighting special pricing under the contract
- ✓ Co-branded flyers to AEPA state agencies highlighting various Quill solutions under the contract to be shared as the agency sees fit
- ✓ Conference attendance & support
 - 2020-2022 travel was limited due to Quill's COVID-related traveling restrictions (restrictions removed at the beginning of 2022)
 - Expecting a more robust involvement in 2023 and moving forward
 - Attended the 2022 Spring AEPA meeting
 - Supported state agencies by providing giveaways and door prizes for various conferences : Kentucky, Florida, Indiana, and Texas
- ✓ Ongoing inside sales team training

New Contract Launch Strategy

1

Email Award Notification Letters to Quill.com customers outlining the AEPA Bid Renewal while highlighting benefits of AEPA and the AEPA pricing program through Quill

2

Update all customized AEPA marketing collateral and forms with the new contract number(s), term, & pricing

3

New contract seller training across all Quill sales channels

Website Presence

AEPA general landing page

- Highlights the AEPA agency and provides an interactive map of participating states

www.quill.com/aeпа

- Call to action: sign up today or to log in to see your AEPA special pricing

Individual AEPA State Agency landing page

- Co-branded with a corresponding AEPA state agency logo
- High-level overview of the state contract discounts
- Helpful links to
 - AEPA website
 - State agency website
 - Customized AEPA Teacher Request Order Form
- Call to action: contact Quill to activate your account today



The Association of Educational Purchasing Agencies (AEPA) is a nationwide group of non-profit educational organizations working together to save school districts time and money. Currently AEPA has 27 member states representing schools serving more than 26 million students and awards purchasing contracts separately in each member state in accordance with local bidding laws.

As an AEPA member, you always enjoy...

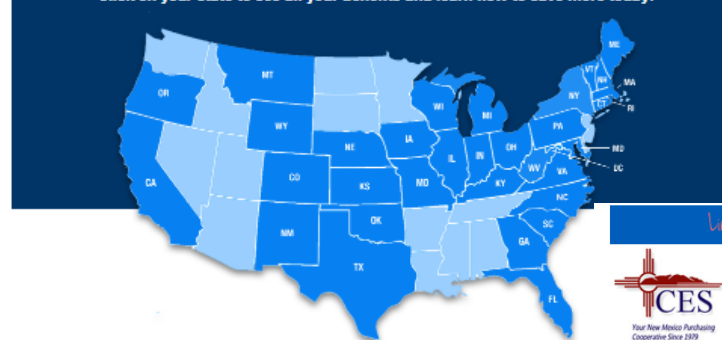
- Up to 80% savings with your member pricing. Classroom and Office Essentials | Cleaning and Breakroom Supplies | Kitchen Supplies and Equipment | Copy Paper, Ink & Toner
- 10% savings on ink & toner every day!

[Sign up today!](#)

- 17% discount on office, classroom and instructional supplies.
- No more bidding.
- No minimum order requirement.

[Already have a Quill.com account? Log in and start shopping.](#)

Click on your state to see all your benefits and learn how to save more today!



Quill.com is partnering with AEPA and CES to save you up to 80% off our everyday low prices on the key essentials for your school!

- 17% discount* on office, classroom and instructional supplies
- 10% discount* on ink & toner
- 10% discount* on furniture
- 15% discount* on food & beverage
- 10% discount* on safety & maintenance
- 10% discount* on cleaning and breakroom products
- 5% discount* on calculators
- 17% discount* on copy paper
- 35% discount* on custom printed products
- 10% discount* on medical supplies
- 5% discount* on computer peripherals and office machines
- Special line item pricing on more than 350 items!

Helpful links
[Visit CES](#)
[Visit AEPA](#)
[Teacher Requisition](#)

Activate your account today!
 For more information contact our Bid Team.
 Phone: 800-789-7020 x6295
 Fax: 888-888-8250
 E-mail: bid@quill.com



Print

Education Catalog*

- Customized AEPA inserts for AEPA members
- Inserts highlight the AEPA contract discounts and overall benefit of AEPA & Quill
- Call to action: “Go to Quill.com/aepea and click on your state to see full category discounts and details. Not sure if you’re a member? Call us at 800.634.4809”
- E-catalog available per customer request

Direct Mailers*

- AEPA direct mailers to Quill AEPA customers
- Highlight AEPA exclusive offerings
- Call to action: “Log on to see your low AEPA price.”

**AEPA is the only coop partnership with Quill
EDU catalog and direct mailer versioned pieces*

20% back in QuillCASH™ Rewards when you spend \$120 on ink & toner.

Use Code **NT8CSH46** Maximum \$50 back in QuillCASH™.

Go to Quill.com/inkandtoner

Good through 12/31/22. One-time use per customer.
This offer and its minimum spend requirement applies to either ink merchandise, toner merchandise, or both (as specified in the offer description). It does not include applicable taxes, freight or shipping & handling charges. Excludes special order items beginning with the prefix "SPU" or "LUN". Offer is non-transferable and cannot be used on prior purchases or payments. We reserve the right to end this offer at any time. Quill.com may refuse to redeem any instant coupon which it believes in good faith to be fraudulently or improperly obtained.

Log on to see your low AEPA price

Quill Brand® Copy Paper by the Pallet

- Letter size
- 92 bright; 20lb. weight
- 10 reams per carton; 40 cartons per pallet

#720222PL

AEPA State Agency Marketing Collateral


- Co-branded PDFs highlighting a steady stream of Quill solutions paired with the AEPA contract to be shared by the AEPA state agency as they see fit
- Ability to focus on specific product categories based on the individual state contract performance & overall business focus
- Call to action: visit Quill.com (embedded links) and/or contact a corresponding support contact (AEPA liaison, quote specialist team, account manager, etc.)



Turn to **Quill** for your school's Ink & Toner needs and save with the **Greenbush** contract!

AEPA Contract
#19-172 School & Instructional Supplies
#19-173 Office Supplies

10% off Ink & Toner

 All Ink & Toner Ships FREE (Shop Now)



Deeper savings & peace of mind with a **Lifetime Warranty** on all Quill Brand Ink & Toner

If you do not see your special pricing when logged in to [Quill.com](https://www.quill.com) or if you have any questions, contact:

Samra Cejvan
samra.cejvan@quill.com

Ink & Toner for every machine.

Top brands. Easy ordering. Recycling rewards.



brother
at your side

Canon

EPSON
EXCEED YOUR VISION



Lexmark **QuillBrand**

Sales Strategy

Objective:

a comprehensive per-state sales strategy, including but not limited to AEPA specific call campaigns and ongoing seller training to increase awareness of the AEPA contract in participating states, to acquire new buyers, and grow overall contract sales



QUARTERLY STATE AGENCY MEETINGS

- Present a detailed YTD and YOY contract performance per product category to the state agency representatives
- Identify strengths and opportunities for growth
- Gather intel from the state agencies on regional purchasing trends
- Share the trends with all public sector sales channels

GOAL: provide regional intel to sellers in order to position the contract more effectively while speaking with eligible members

CONTINUOUS SELLER TRAINING

- Various training activities to ensure sellers are proficient in positioning the benefits of purchasing through AEPA and Quill
- Solidify effective value propositions leveraging the contract within all awarded states to increase conversion and grow sales
- Provide a centralized sales enablement resource to house all AEPA-specific marketing collateral for sellers to share with their schools as needed
- EDU New Hire training specific to AEPA benefits & sales strategies to effectively leverage AEPA contract & partnership

GOAL: position all sellers as industry experts to build trust and engage schools in purchasing under the contract

INSIDE SALES ACQUISITION CAMPAIGNS

- Work with the AEPA state agencies on obtaining member lists to identify participants that currently do not purchase from Quill and leverage the state contract to engage new buyers
- A dedicated, highly-skilled team to effectively position Quill & AEPA and convert with an order under the contract
- Leverage state agency relationships to reach out to non-responsive schools/districts
- Create and deliver webinars to prospecting schools, highlighting Quill/AEPA benefits

GOAL: increase the number of unique buyers under the AEPA contract and grow incremental sales

• **NEW**

Customized AEPA Teacher Request Order Form

Phone: (800)634-4809

Fax: (800)634-1650



2022 Teacher Requisition Form

- ✓ Fast, **FREE** delivery on orders of \$25+ within the contiguous 48 states. A shipping fee of \$5.99 is applied to orders of \$24.99 or less.
- ✓ An "*" indicates the item price is calculated from a % off our Everyday Low Prices and may fluctuate. Log in to Quill.com to see your custom pricing.
- ✓ This form is available online, please visit www.quill.com/aepa for details
- ✓ Please contact your account manager today if you have any questions or call our Customer Service team at (800)634-4809

* Discounts do not apply to any item that is identified as Special Order in a Special Order catalog or that begins with the prefix "SPW" or "UNI". The technology discount does not apply to the following technology product categories: software and licensing, computers and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), and vending and gumball machines. 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).

Teacher Name:					Purchase Order:		
Bill to:					Future Ship: Y / N		
					Future Ship date:		
					Special Instructions:		
Account#:							
Your Locked In Items							
Qty. Ord.	Unit	Item Number	Description	Catalog	Every Day Price	AEPA Price	Total Price
BINDERS & PRESENTATION							
	EA	79809	Avery Heavy Duty 1" 3-Ring View Binder, Navy Blue (79809)	*	\$12.29	\$4.65	\$0.00
	EA	79193	Avery Heavy-Duty 3" 3-Ring View Binder, White (79193)	*	\$17.99	\$9.62	\$0.00
	EA	79989	Avery Heavy-Duty 1" 3-Ring Non-View Binder, Black (79989)	*	\$11.29	\$8.04	\$0.00
	EA	7320101	Quill Brand® Standard 1" 3-Ring View Binder with D-Rings, Black (7320101)	*	\$7.99	\$3.91	\$0.00
	EA	7320113	Quill Brand® Standard 1" 3-Ring View Binder with D-Rings, White (7320113)	*	\$7.99	\$4.15	\$0.00
	EA	739301	Quill Brand® Standard 1" 3-Ring Binder, Black (739301)	*	\$5.39	\$2.36	\$0.00
	EA	739302	Quill Brand® Standard 1" 3-Ring Binder, Dark Blue (739302)	*	\$5.39	\$2.43	\$0.00
	EA	739304	Quill Brand® Standard 1" 3-Ring Binder, Red (739304)	*	\$6.79	\$2.44	\$0.00
	EA	739313	Quill Brand® Standard 1" 3-Ring Binder, White (739313)	*	\$6.79	\$2.38	\$0.00
	EA	7221BK	Quill Brand® Standard 1" 3-Ring View Binder, Black (7221BK)	*	\$7.49	\$2.36	\$0.00
	EA	7221WE	Quill Brand® Standard 1" 3-Ring View Binder, 3-Ring, White (7221WE)	*	\$6.29	\$2.36	\$0.00
	EA	72205BK	Quill Brand® Standard 1/2" 3-Ring View Binder, Black (72205BK)	*	\$6.69	\$3.03	\$0.00
	EA	72205WE	Quill Brand® Standard 1/2" 3-Ring View Binder, White (72205WE)	*	\$6.69	\$2.73	\$0.00

TRF SELLER UTILIZATION EXAMPLES:

- ✓ Introduce the AEPA contract pricing to a new buyer & use as a visual proof of the savings over EDP.
- ✓ A buyer can send to all teachers as an order form. The file is interactive and will calculate per item.
- ✓ Engage the customer with our AEPA landing page, highlight the contract savings, instruct on how to download the form, and walk them through on how to use the form and its benefits.

Conferences & Events

Winter AEPA Conferences



Spring AEPA Conferences



IASBO Annual Conferences



Collaborate with the state agencies to support conferences either by attending or by providing contract collateral, giveaways, and/or raffle prizes

AEPA Contacts & Support Team

Samra Cejvan, Buying Group Manager

Samra is the primary point of contact for the Quill.com & AEPA relationship

Karrie Campanella, Education Sales & Business Support Manager

Karrie manages Quill's bid & sales support teams, including the Buying Group Manager

Romi Moormeier, Sales manager

Romi manages Quill's public sector sales, including the Education and Specialist Team Managers

Therese Schwarz & Jason Koepke, Education Team Managers

Therese and Jason oversee the inside sales teams and help to penetrate our AEPA contracts in each territory throughout the country

Janelle Love & Blair Boyer, Specialist Team Managers

Janelle and Blair oversee our Specialist Teams that offer additional support to AEPA participants with planning, sourcing, and executing furniture, technology, custom print and large purchase projects

Sarah Lindberg, Bid Team Manager

Sarah oversees the team that is responsible for processing and maintaining the AEPA bids



*See attached Quill's State of New Jersey Business Registration Certificate

NEW JERSEY REQUIRED DOCUMENTS FOR GOODS AND SERVICES BIDS

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

Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than the bid award.


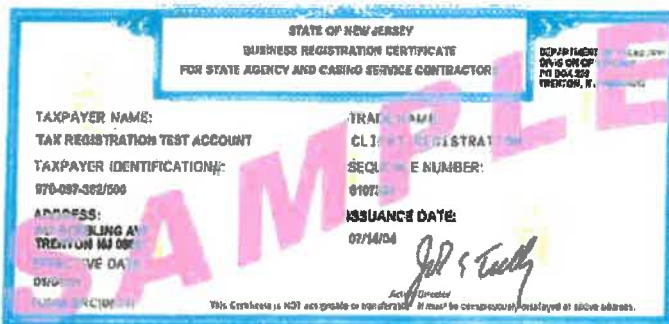
Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

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 (800)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.

+508-263-5485

Aug-28-04 11:12am From STAPLES FINANCE

STATE OF NEW JERSEY
Certificate of Authority

DEPARTMENT OF TREASURY
TREASURY, N.J.

The person, partnership or corporation named herein is hereby authorized to collect
NEW JERSEY SALES & USE TAX

ISSUED IN N.J.S.A. 17:27-2 ET. SEQ.

This authorization is good only for the amount shown on the license attached thereto.
This authorization is not valid if any change of ownership or address is effected.

QUILL CORPORATION
180 SCHULTZ RD.
LINCOLNSHIRE IL 60869-3621

Francis J. Lutz

The Registration No: 542-952-986/000

The Effective Date: 04-07-02

Document Locator No. 24000000000

Date Issued: 03-22-02

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

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (<https://www.state.nj.us/treasury/revenue/debarment/index.shtml>).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or

the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification attesting,

IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. (18A:18A-49.4) cont'd.

under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification.

If the ESCNJ determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the ESCNJ shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The ESCNJ has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form no later than time of award shall be cause for rejection of the bid or proposal.

POLITICAL CONTRIBUTIONS DISCLOSURE – AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract – Reportable Contributions – N.J.A.C. 6A:23A-6.3 (a) (1)

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the board of education during the preceding one-year period."

Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a) (2, 3)

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form – Required – N.J.A.C. 6A:23A-6.3 (a) (4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.state.nj.us.

Chapter 271 Political Contribution Disclosure Form

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.

The ESCNJ has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The ESCNJ has also provided a list of agencies to assist the contractor. 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.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable.

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

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval.

☐ Yes

☒ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report.

☒ Yes

☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "**NO**" to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

a. Click on "Employee Information Report"

b. Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm Quill LLC

Address 100 Schelter Road
City, State, Zip Lincolnshire, IL 60069

Name of Authorized Agent Kevin Wood Title Vice President of Customer Sales and Marketing
SIGNATURE [Signature] Date 9/8/2022

Certification **25026**

RENEWAL

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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
State Treasurer


APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 512101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company	<u>Quill LLC</u>	Name	<u>Kevin Wood</u>
Signature	<u></u>	Title	<u>Vice President of Customer Sales and Marketing</u>
Date:	<u>9/8/2022</u>		

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.


Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Company Quill LLC

Name of Authorized Representative Kevin Wood

Signature  Date 9/8/2022

(Revised: January, 2016)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company Quill LLC

Name Kevin Wood

Signature 

Title Vice President of Customer Sales and Marketing

Date: _____

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$15000 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.gov/purchase/contract/contractcompliancepdf/aa302na.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE SO INDICATE)	CITY	STATE ZIP CODE
7. CHECK ONE: IN THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYEE <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYEE		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY COUNTY STATE ZIP CODE		
Official Use Only	DATE RECEIVED	IN AUG DATE
ASSIGNED TO CONTRACT NUMBER		

SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			EMPLOYEE BREAKDOWN									
	COL. 1	COL. 2	COL. 3	***** MALE *****					***** FEMALE *****				
	TOTAL (Cols. 2 & 3)	MALE	FEMALE	BLACK	HISPANIC	INDIAN	ASIAN	PACIFIC ISLANDER	NON-MINORITY	BLACK	HISPANIC	INDIAN	ASIAN
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operations (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:	1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY STATE ZIP CODE	PHONE (AREA CODE NO. EXTENSION)

To download the AA-302 form, click this link:

https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

ITEM 1 - Enter the Federal Identification Number assigned

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

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

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

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

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

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

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

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

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

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

ITEM 11 - Enter the appropriate figures on all lines and in all

columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

**NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance**

P.O. Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271

Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Quill LLC (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official / Committee / Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

☒ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that Quill LLC (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent Kevin Wood

Signature  Title Vice President of Customer Sales and Marketing

Business Entity Quill LLC

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*¹
- 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 over 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.**

¹ 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."

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51.1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.262. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, 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, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a 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. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the 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, as appropriate; and

P.L. 2005, c. 271

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office,

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.133. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

- (1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
- (2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
- (3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a 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. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the 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, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

STATE OF NEW JERSEY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

Part 1

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/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.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Vendor: _____

Contact Name: _____

Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Educational Services Commission of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Educational Services Commission of New Jersey to notify the Educational Services Commission of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Educational Services Commission of New Jersey and that the Educational Services Commission of New Jersey at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): **Kevin Wood**

Signature: _____

Title: **Vice President of Customer Sales and Marketing**

Date: **9/8/2022**

Bidder/Vendor: **Quill LLC**

To be submitted with this bid or no later than the time of award.

Statement of Suspension or Debarment

STATE OF ~~NEW JERSEY~~ / Illinois
Specify, of other _____

COUNTY OF Lake

I, Kevin Wood of the (City, Town, Borough) Village
of Lincolnshire State of Illinois of full age,

being duly sworn according to law on my oath depose and say that:

Vice President of Customer Sales and Marketing
I am _____ of the firm

of Quill LLC the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: Quill LLC
(Company Name)

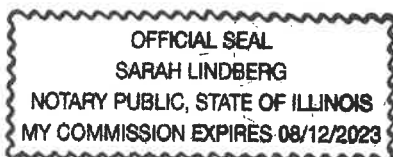
By: [Signature]
(Signature of authorized representative)

Subscribed and sworn to before me

This 8th day of September, 20 22

[Signature]
(Seal) Notary Public of ~~New Jersey~~ Illinois
Specify Other State

My Commission expires AUGUST 12th 2023



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: 100 Schelter Road
City, State, ZIP: 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 Check the appropriate box

- ☐ 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

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

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 non-corporate 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

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 **ESCNJ and/or its members** 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 the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** 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 **ESCNJ and/or its members** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kevin Wood	Title:	Vice President of Customer Sales and Marketing
Signature:		Date:	9/8/2022

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.

PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

It is the determination of the ESCNJ that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No ✓

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Name of Company: Quill LLC

Authorized Agent: Kevin Wood

Title of Authorized Agent: Vice President of Customer Sales and Marketing

Authorized Signature: 

State of Illinois)
County of Lake) ss.

OFFICIAL SEAL
SARAH LINDBERG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/12/2023

Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format

so that we can copy and paste into our website.

Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	Title of Bid: SCHOOL & INSTRUCTIONAL SUPPLIES Bid # 023-D
Vendor	Quill LLC
Representative	Samra Cejvan
Address	100 Schelter Road, Lincolnshire, IL 60069
Telephone #	847-876-4266
Fax #	800-789-2016
Email	samra.cejvan@quill.com
Website	www.quill.com

Request for Taxpayer Identification Number and Certification

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

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

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.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ► _____

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

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

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

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

6 City, state, and ZIP code
Framingham, MA 01702

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

0	4	-	2	8	9	6	1	2	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► *[Signature]* Date ► 1/3/22

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.

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID

1. Affirmative Action Construction Contracts Acknowledgement and Total Work Force/Employee AA201 (for Public Works contracts) N/A	16. NJ School Development Authority Prequalification (for Public Works contracts) NA
2. Affirmative Action Questionnaire and supported documentation (current CEIR) ✓	17. Non-Collusion Affidavit Notarized and Sealed ✓
3. Americans with Disabilities Act of 1990 ✓	18. Pre-Qualification Affidavit (Projects over \$20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.) ✓
4. Assurance of Compliance ✓	19. Prevailing Wage Certification (for Public Works contracts) ✓
5. Certificate of Authority ✓	20. Request for Clarifications Form N/A
6. Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # (Upon award) N/A	21. Respondent Comment Form – Optional N/A
7. Chapter 271 Political Contribution Disclosure Form ✓	22. Statement of Ownership (Ownership Disclosure Certification) ✓
8. Dealer/Subcontractor Documents if applicable N/A	23. Statement of Suspension or Debarment Notarized & Sealed ✓
9. Disclosure of Investment Activities in Iran Form (for Public Works contracts) ✓	24. Sub-contractor's Disclosure Form(s) N/A
10. DPMC Notice of Classification Form N/A	25. Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts) N/A
11. Equipment Certification N/A	26. Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701) (for Public Works contracts) N/A
12. Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts N/A	27. Vendor Contact Form ✓
13. Licenses N/A	28. W-9 Form ✓
14. New Jersey Business Registration Certificate ✓ ** (Received no later than the time of award)	
15. New Jersey Public Works Contractor Certificate (for Public Works contracts) N/A	

Signature: 

Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.