

**23-72539 BUSINESS PROPOSAL
ATTACHMENT E**

Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

Business Proposal

2.3.1 General (Optional) - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

Pillow Express Logistics is an award-winning same day courier and logistics company headquartered in Indianapolis, IN. Founded in 1988, Pillow Logistics has been nationally recognized in the ***Harvard Business Review*** as a pioneer in local government outsourcing. Pillow Logistics provides same day courier services, warehouse logistics and mailroom fulfillment services.

2.3.2 Respondent's Company Structure - Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

- Include in this section the legal form of the Respondent's business organization:
 - **C Corporation**
- The state in which formed (accompanied by a certificate of authority)
 - **Indiana** (Certificate of Existence Included)
- The types of business ventures in which the organization is involved, and a chart of the organization.
 - **Same Day Courier & Logistics**
 - **Org Chart (in Appendix)**
- If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services
 - **Pillow Logistics is solely focused on same day transportation across different verticals, e-commerce, medical, government and retail.**

2.3.3 Respondent's Diversity, Equity and Inclusion Information - With the Cabinet appointment of a Chief Equity, Inclusion and Opportunity Officer, on February 1, 2021, the State of Indiana sought to highlight the importance of this issue to the state. Please share leadership plans or efforts to measure and prioritize diversity, equity, and inclusion. Also, what is the demographic compositions of Respondents' Executive Staff and Board Members, if applicable.

Pillow Express Logistics is a minority business enterprise certified in the States of Indiana, Kentucky and Maryland. Pillow was founded by an African American owner who has transitioned the day-to-day leadership to his son. The executive team of Pillow Logistics is 40% women. Pillow boasts a contractor driver fleet of 60% minority contractors , of which 15% are veterans and 42% are women.

2.3.4 Company Financial Information - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why, and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information **should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.**

The appendix has a copy of Pillow's most recent D&B report to showcase its financial stability and good standing.

2.3.5 Integrity of Company Structure and Financial Reporting - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The appendix has a copy of the Management representation letter from Simon & Bitzer, CPA and the President of Pillow Logistics

2.3.6 Contract Terms/Clauses - Please provide the requested information in RFP Section 2.3.6. Additional rows may be added if necessary.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
None found	n/a	n/a

2.3.7 References - Reference information is captured on **Attachment H** Respondent should complete the reference information portion of the **Attachment H** which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of **Attachment H** should be completed by the reference and **emailed DIRECTLY** to the State. The State should receive three (3) **Attachment Hs** from clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. **Attachment H** should be submitted to idoareferences@idoa.in.gov. Please provide the customer information for each reference.

Customer 1	
Legal Name of Company or Governmental Entity	Tandem
Company Mailing Address	2762 Rand Road
Company City, State, Zip	Indianapolis, IN 46241
Company Website Address	www.thinktandem.com
Contact Person	Marmiko DeCeita
Contact Title	Program Manager
Company Telephone Number	317-972-1000
Company Fax Number	n/a
Contact E-mail	mdeceita@thinktandem.com
Industry of Company	Mail & Print Services
Customer 2	
Legal Name of Company or Governmental Entity	Indiana University Health
Company Mailing Address	390 Airtech Pkwy
Company City, State, Zip	Plainfield, IN 46168
Company Website Address	www.iuhealth.org
Contact Person	Cameron Benson
Contact Title	Manager, Logistics Operations
Company Telephone Number	317-754-5634
Company Fax Number	
Contact E-mail	cbenson1@iuhealth.org
Industry of Company	Healthcare
Customer 3	
Legal Name of Company or Governmental Entity	Gravity Diagnostics
Company Mailing Address	812 Russell Street
Company City, State, Zip	Covington, KY 41011
Company Website Address	https://gravitydiagnostics.com
Contact Person	Scott Schmidt
Contact Title	Courier Service Manager
Company Telephone Number	859.982.9171
Company Fax Number	n/a
Contact E-mail	sschmidt@gravitydiagnostics.com

Industry of Company	Medical courier
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2.3.8 Registration to do Business – Per RFP 2.3.8, Respondents providing the products and/or services required by this RFP must be registered to do business by the Indiana Secretary of State. The Secretary of State contact information may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent’s responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

- **A copy of existence from the Secretary of State is included in the appendix.**

2.3.9 Authorizing Document - Respondent personnel signing the Executive Summary of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included

- **A copy of the Corporate Resolution is included in the appendix**
- **A copy of the Governing Person form the Secretary of State is included**
- **Signature, Bidder ID, FEIN, NAICS, Organization type and are included in the Executive Summary.**

2.3.10 Diversity Subcontractor Agreements -

- Per RFP Section 1.21, Minority & Women’s Business Enterprises (MBE/WBE), and 1.22 Indiana Veteran Owned Small Business Subcontractor (IVOSB), explain process followed to engage with potential MBE, WBE and IVOSB owned, Indiana certified businesses listed on Division of Supplier Diversity site. List the businesses invited to discuss the opportunity for potential partnership.

Pillow Logistics is partnering with **Professional Management Enterprises, 9451 N. Meridian Street, Indianapolis, IN 46260** a IVOSB and MBE firm to perform package sorting exclusively for this contract as outlined on attachment H.

- If not proposing each MBE, WBE or IVOSB subcontractor partnership, explain the rationale for declining to do so. Complete this for each category not proposed.

Although PME is a certified MBE we will not be utilizing their MBE rather their IVOB. Pillow will not be utilizing a Certified WBE for this project.

2.3.11 Evidence of Financial Responsibility – Removed at request of the agency.

2.3.12 General Information - Each Respondent must enter your company's general information including contact information.

Business Information	
Legal Name of Company	Pillow Express Delivery Inc.
Contact Name	Matthew Straub
Contact Title	Executive Vice President
Contact E-mail Address	mstraub@pillowlogistics.com
Company Mailing Address	3024 Ridgeview Drive
Company City, State, Zip	Indpls, IN 46226
Company Telephone Number	317-415-4000
Company Fax Number	317-415-4009
Company Website Address	www.pillowlogistics.com
Federal Tax Identification Number (FTIN)	35-1790900
Number of Employees (company)	44
Years of Experience	34.5
Number of U.S. Offices	3
Year Indiana Office Established (if applicable)	1988
Parent Company (if applicable)	n/a
Revenues (\$MM, previous year)	\$9,019,210
Revenues (\$MM, 2 years prior)	\$5,730,124
% Of Revenue from Indiana customers	35%

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

Yes, the Disaster Recovery Plan is in the Appendix

- b. What is your company's technology and process for securing any State information that is maintained within your company?

Pillow Logistics utilizes Dispatch Science, a cloud-based dispatch software.

- Dispatch Science White paper included in the Appendix**
- Dispatch Science allows Pillow to optimize driver routes for best performance and shortest route distances with highest stop density**
- Enables bidirectional communication and real time alerts between dispatchers and drivers.**
- Take advantage of reliability and scalability certifications such as AES-256 encryption, ISO 27001, HIPPA, FedRAMP, SOC 1, SOC 2 and many others**

- Pillow Logistics utilizes Indianapolis based Exact IT for onsite and offsite data storage and security.

2.3.13 Experience Serving State Governments - Please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

Pillow Logistics has an extensive work history with the State of Indiana as a Prime and subcontractor.

PRIME

- Courier for the Bureau of Motor Vehicles State of Indiana
- Courier for the Indiana State Library Courier Services
- Courier for the Indiana Department of Environmental Management

SUBCONTRACTOR

- Courier and Warehouse partner for GTECH Corporation- Indiana Hoosier Lottery
- Courier for Pitney Bowes -State of Indiana
- Courier for Tandem (Formerly Post Masters) State of Indiana
- Courier for Informatics – Dept. of Child Services State of Indiana
- Courier for Irwin Hodson Group – Bureau of Motor Vehicles

2.3.14 Experience Serving Similar Clients - Please describe your company's experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

Pillow Logistics maintains a 20-year relationship with office supply client **Office Depot**. Pillow provides averages 1000 cartons per day of boxes and supplies.

In the appendix an agreement and a Scope of Work is included for Office Depot

Pillow services the states of Indiana and Kentucky for Office Depot from its Indianapolis and Louisville hub locations.

2.3.15 Payment – Removed at request of the agency.

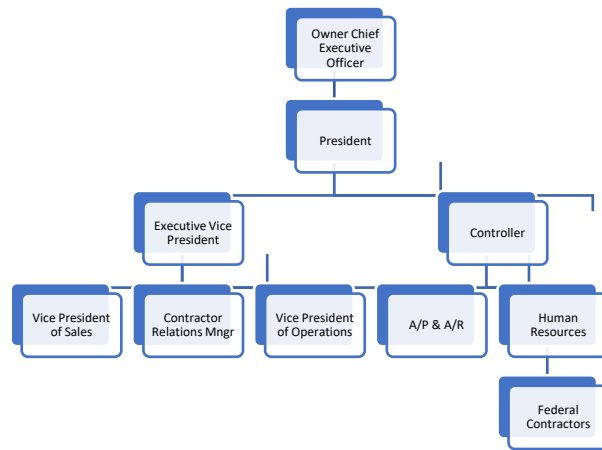
2.3.16 Extending Pricing to Other Governmental Bodies – Removed at request of the agency.

APPENDIX

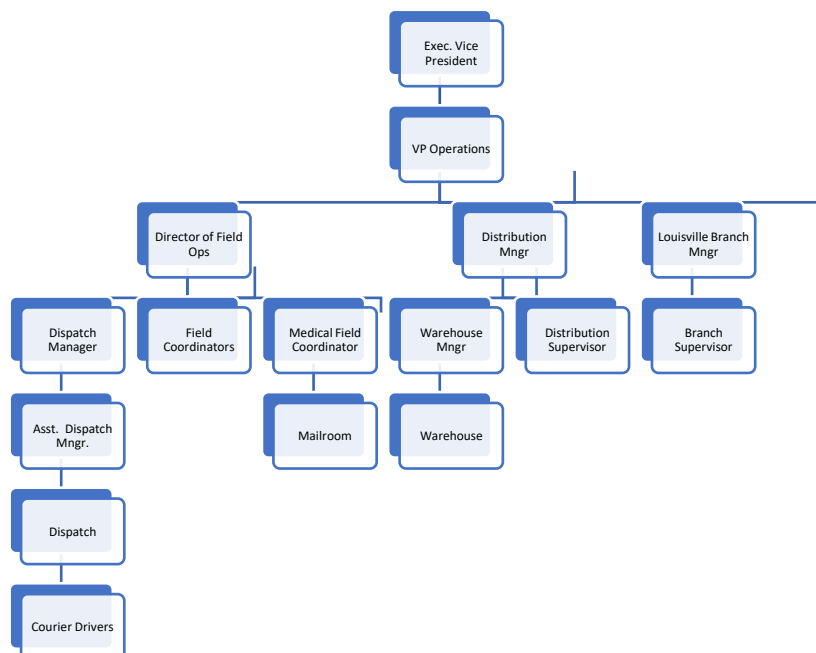
Reference	Page
Organization Chart	9
D&B Report	11
CPA Management Representation Letter	29
President's Representation Letter	29
Indiana State Letter of Good Standing	33
Corporate Resolution	38
Copy of Governing Person -Secretary of State	
Disaster Recovery Plan	40
Similar Experience SOW	51
Dispatch Science White Paper- Technology	56

Organization Chart

Executive Team



Operations



Dunn & Bradstreet Report

Business Information Report Snapshot

PILLOW EXPRESS DELIVERY, INC.

D-U-N-S: 60-605-8709
ADDRESS: 3024 Ridgeview Dr, Indianapolis, IN, 46226, United States
Date: 11/08/2022

RISK ASSESSMENT

SCORES AND RATINGS				
Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US\$ 405,000	80 LOW RISK	95 LOW RISK	99 LOW RISK	3 LOW RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW

LOW-MODERATE

MODERATE

MODERATE-HIGH

HIGH

Maximum Credit Recommendation

US\$ 405,000

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

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: VERY STABLE CONDITION
- Based on the predicted risk of business discontinuation: STRONG LIKELIHOOD OF CONTINUED OPERATIONS
- Based on the predicted risk of severely delinquent payments: VERY LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

PAYDEX® SUMMARY

3 Months

80

Low Risk (100)High Risk (1)

When weighted by dollar amount, payments to suppliers on average, are on time. Value is based on payments collected over the last **3 months**.

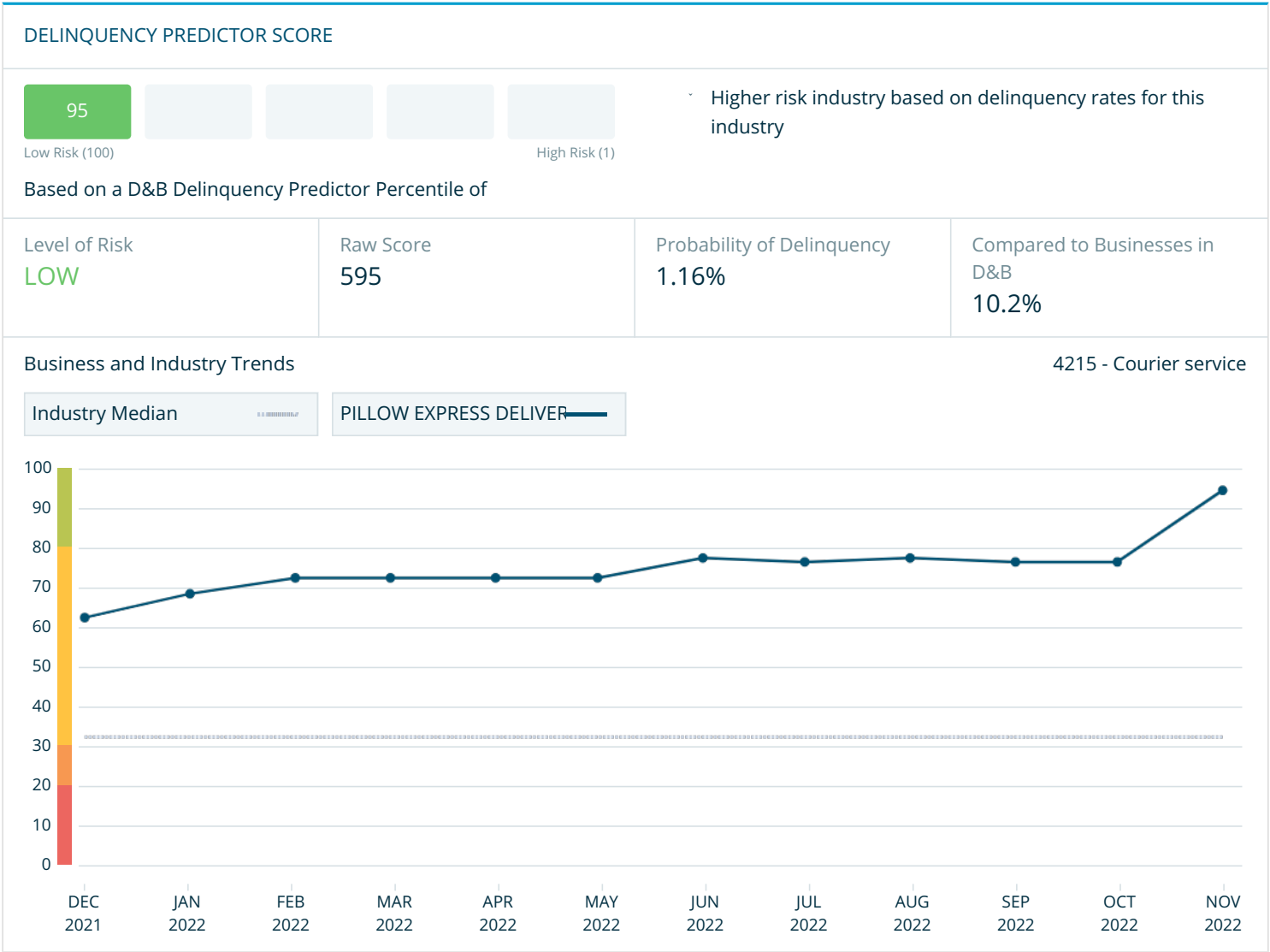
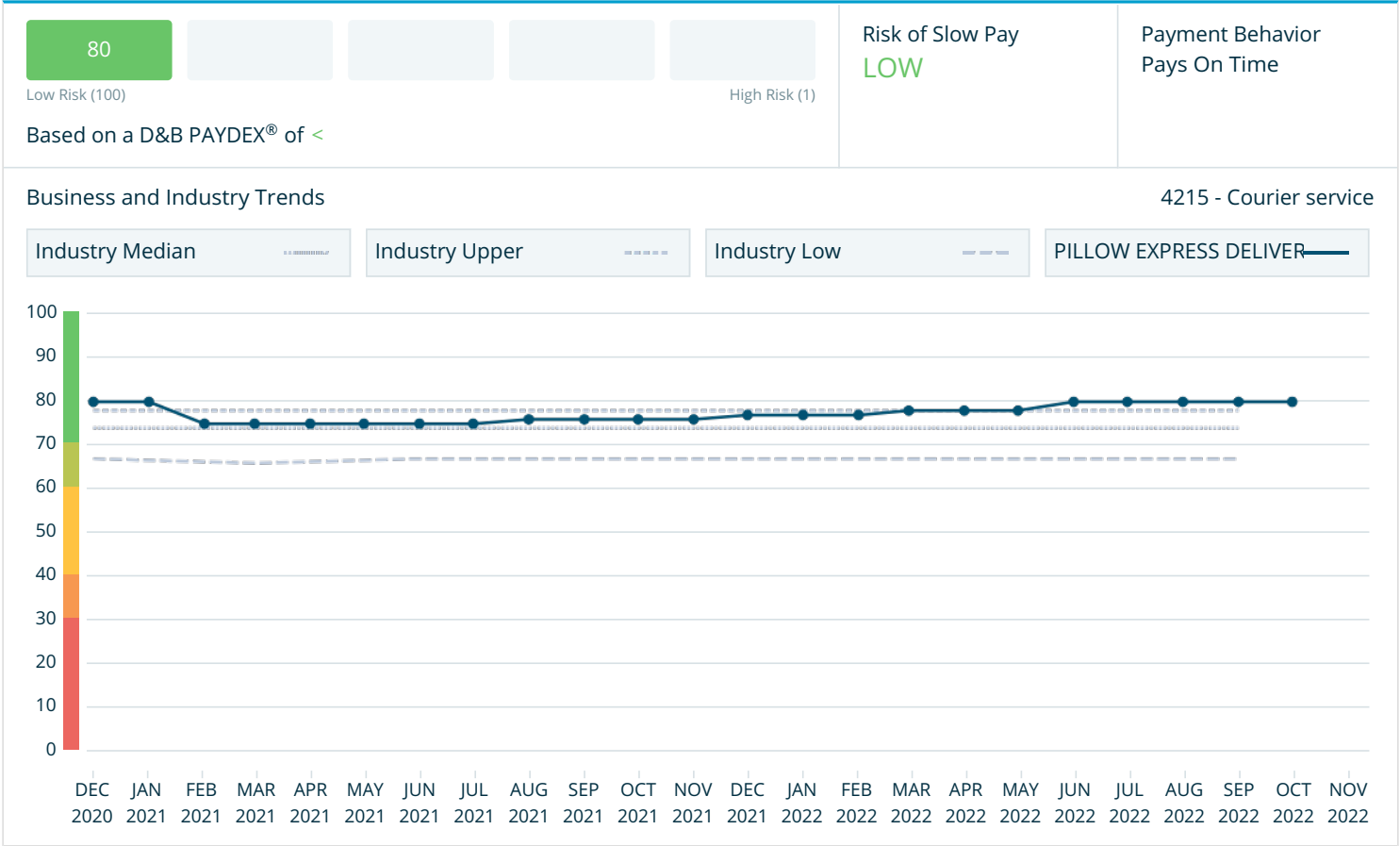
24 Months

80

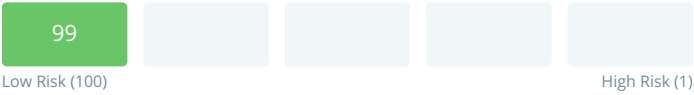
Low Risk (100)High Risk (1)

PAYDEX®

Based on 24 months of data



FINANCIAL STRESS SCORE



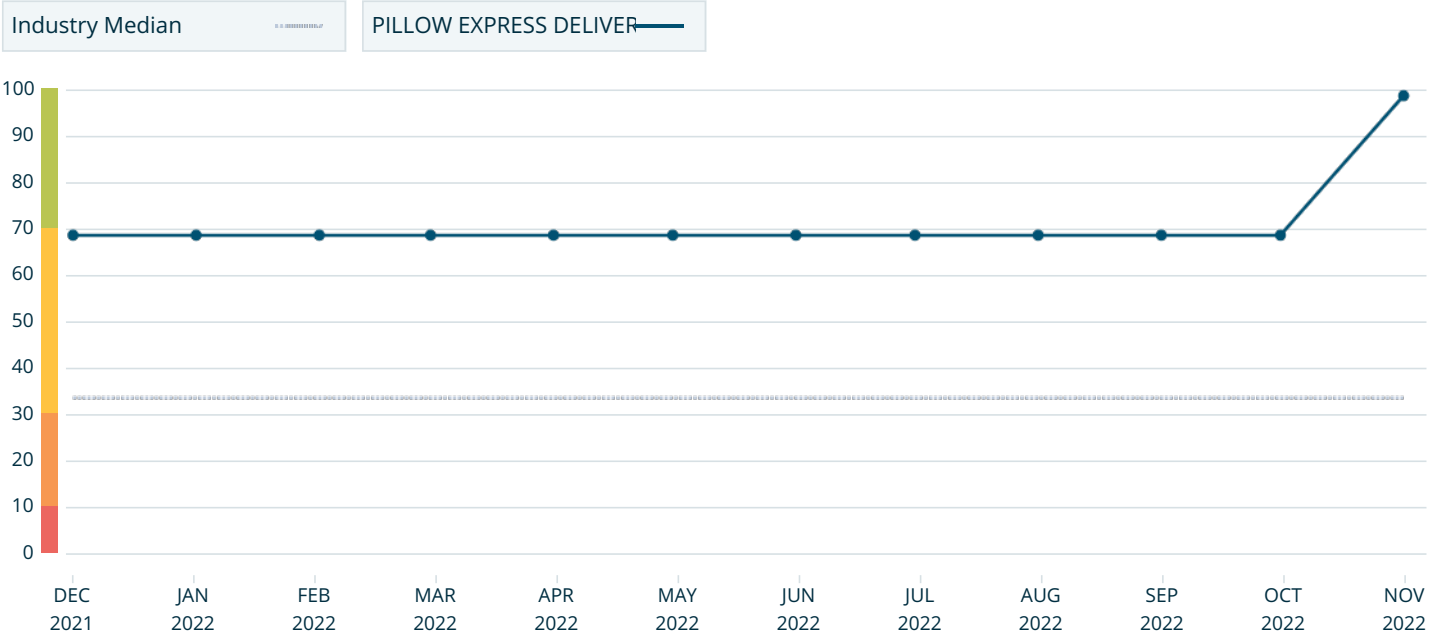
UCC Filings reported

Based on a D&B Financial Stress Percentile of !

Level of Risk LOW	Raw Score 1684	Probability of Failure 0.02%	Compared to Businesses in D&B 0.48%
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Business and Industry Trends

4215 - Courier service



SUPPLIER EVALUATION RISK RATING



Based on a Supplier Evaluation Risk Rating of -

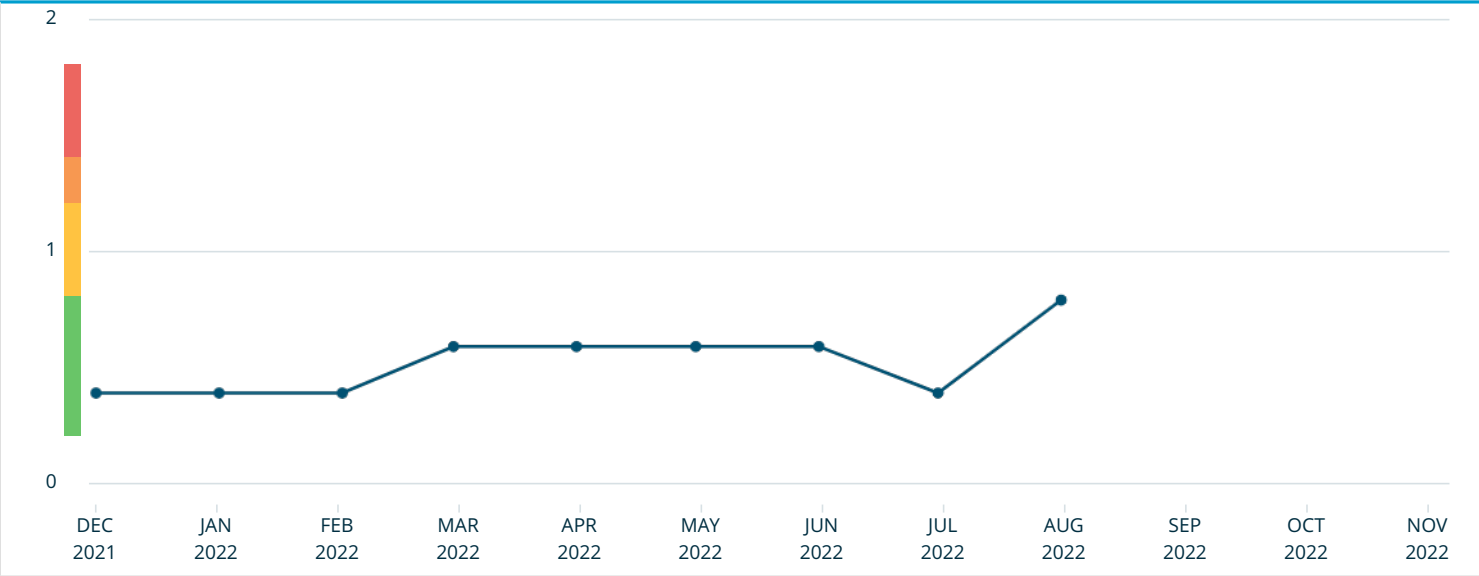
Factors Affecting Your Score

- Limited business activity signals reported in the past 12 months
- Business belongs to an industry with above average risk of ceasing operations or becoming inactive

Business and Industry Trends

4215 - Courier service





D&B RATING

Current Rating as of 10-28-2022

Financial Strength

3A: US\$1,000,000 to
US\$9,999,999 in Net Worth or
Equity

Risk Indicator

2: Low Risk

Previous Rating

Risk Indicator

3: Moderate Risk

TRADE PAYMENTS

TRADE PAYMENTS SUMMARY			Based on 24 months of data
Overall Payment Behavior 0 Days Beyond Terms	% of Trade Within Terms 88%	Highest Past Due US\$ 0	
Highest Now Owing: US\$ 15,000	Total Trade Experiences: 15 Largest High Credit: US\$ 20,000 Average High Credit: US\$ 4,094	Total Unfavorable Comments : 0 Largest High Credit: US\$ 0 Total Placed in Collections: 0 Largest High Credit: US\$ 0	

TRADE PAYMENTS BY CREDIT EXTENDED			
\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	<div>0%</div>	0	\$0
50,000 - 100,000	<div>0%</div>	0	\$0
15,000 - 49,999	<div>100%</div>	1	\$20,000
5,000 - 14,999	<div>100%</div>	2	\$12,500
1,000 - 4,999	<div>100%</div>	2	\$3,500
UNDER 1,000	<div>94%</div>	4	\$850

TRADE PAYMENTS BY INDUSTRY			
Collapse All Expand All			
Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
▼73 - Business Services	3	2,500	
7389 - Misc Business Service	2	50	100
7363 - Help Supply Service	1	2,500	100
▼60 - Depository Institutions	1	20,000	
6022 - State Commercial Bank	1	20,000	100
▼75 - Automotive Repair, Services And Parking	1	7,500	

7513 - Truck Rental/leasing	1	7,500	100
▼99 - Nonclassifiable Establishments	1	5,000	
9999 - Nonclassified	1	5,000	100
▼48 - Communications	1	1,000	
4812 - Radiotelephone Commun	1	1,000	100
▼51 - Wholesale Trade - Nondurable Goods	1	500	
5172 - Whol Petroleum Prdts	1	500	100
▼50 - Wholesale Trade - Durable Goods	1	50	
5085 - Whol Industrial Suppl	1	50	0

TRADE LINES						
Date of Experience ▼	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
10/2022	Prompt	-	20,000	15,000	0	-
10/2022	Slow	N30	50	0	0	Between 6 and 12 Months
10/2022	-	-	100	0	0	Between 6 and 12 Months
10/2022	-	Cash Account	0	0	0	1 Month
09/2022	Prompt	-	-	250	0	1 Month
09/2022	Prompt	-	7,500	5,000	0	1 Month
09/2022	Prompt	-	5,000	0	0	Between 6 and 12 Months
09/2022	Prompt	-	2,500	0	0	1 Month
09/2022	Prompt	-	500	500	0	1 Month
09/2022	-	-	50	-	-	1 Month
03/2022	-	Cash Account	50	-	-	1 Month
12/2021	-	Cash Account	50	-	-	1 Month
11/2021	Prompt	-	1,000	1,000	0	1 Month
11/2021	Prompt	-	50	0	0	Between 6 and 12 Months
08/2021	-	Cash Account	1,000	-	-	1 Month

EVENTS

LEGAL EVENTS			
The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.			
SUITS	JUDGEMENTS	LIENS	UCC FILINGS
TOTAL 0	TOTAL 0	TOTAL 0	TOTAL 1
LAST FILING DATE -	LAST FILING DATE -	LAST FILING DATE -	LAST FILING DATE 08/31/2021

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

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

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

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

EVENTS	
UCC Filing - Original	
Filing Date	2021-08-31
Filing Number	2108312822289
Received Date	2021-09-10
Collateral	All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All Timber including proceeds and products - and OTHERS
Secured Party	KEYBANK NATIONAL ASSOCIATION, BROOKLYN, OH
Debtors	PILLOW EXPRESS DELIVERY, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN

COMPANY EVENTS
The following information was reported on: 10-29-2022
The Indiana Secretary of State's business registrations file showed that Pillow Express Delivery, Inc. was registered as a Corporation on November 9, 1989, under the file registration number 1989110370.

Business started 1988 by George Pillow. 100% of capital stock is owned by George Pillow.

GEORGE PILLOW born 1949. 1973-1983 employed by Xerox Corp, Indianapolis, IN as account representative. 1983-1988 employed by State Of Indiana, Indianapolis, IN as state housing director.

Business address has changed from 5434 N Keystone Ave, Indianapolis, IN, 46220 to 4005 Vincennes Rd, Indianapolis, IN, 46268.

Business address has changed from 4005 Vincennes Rd, Indianapolis, IN, 46268 to 5128 W 79th St, Indianapolis, IN, 46268.

Business address has changed from 5128 W 79th St, Indianapolis, IN, 46268 to 3024 Ridgeview Dr, Indianapolis, IN, 46226.

SPECIAL EVENTS

There are no special events recorded for this business.

INCOME STATEMENT

Total Current Assets	Fiscal Consolidated 09-30-2022 (US\$)
Sales	7,705,247
Cost Of Goods Sold	6,139,832
Gross Profit	1,565,415
Operating Expenses	1,261,335
Operating Income	304,080
Other Income	4,498
Other Expenses	43,403
Net Income	265,176

BALANCE SHEET

Assets	Fiscal Consolidated 09-30-2022 (US\$)
Cash	747,392
Accounts Receivable	739,161
Notes Receivable (Short Term)	5,521
Prepaid / Deferred Items	22,911
Unbilled Invoice	148,172
Asset-Costs Of Inventory	142
Income Tax Receivable	1
Total Receivable Other	27,141
Total Current Assets	1,690,441
Property, Plant, Fixtures & Equipment	80,555
Deposits	23,761
Total Assets	1,885,936
Loan Receivable	77,500
Deferred Tax Asset	1,048
Prepaid Loan Fees	12,631
Liabilities	Fiscal Consolidated 09-30-2022 (US\$)

Accounts Payable	14,119
Accruals	80,316
Taxes	197,775
Current Portion Of Long Term Debt	59,098
Other Current Liabilities	104,997
Total Credit Cards	29,790
Bonus Payable	(5,982)
Deferred Bonus Account	61,309
Total Current Liability	541,422
Total Liability	1,885,936

FINANCIAL RATIOS

Solvency	Fiscal Consolidated 09-30-2022	Fiscal Consolidated 01-01-2021	Fiscal Consolidated 01-01-2020
Current Ratio	3.1	-	-
Quick Ratio	2.7	-	-
Current Liabilities To Net Worth (%)	46.7	-	-
Total Liabilities/Net Worth (%)	62.7	-	-
Fixed Assets To Net Worth (%)	6.9	-	-
Efficiency	Fiscal Consolidated 09-30-2022	Fiscal Consolidated 01-01-2021	Fiscal Consolidated 01-01-2020
Accounts Payable To Sales Ratio	0.1	-	-
Sales To Working Capital Ratio	8.9	-	-
Assets/Sales	18.4	-	-
Profitability	Fiscal Consolidated 09-30-2022	Fiscal Consolidated 01-01-2021	Fiscal Consolidated 01-01-2020
Return On Net Worth (%)	22.9	-	-
Return On Assets (%)	14.1	-	-
Return On Sales (%)	3.4	-	-

COMPANY PROFILE

COMPANY OVERVIEW		
D-U-N-S 60-605-8709	Mailing Address 3024 Ridgeview Dr, Indianapolis IN 46226, US	Annual Sales -
Business Form Corporation (US)	Telephone (317) 415-4000	Employees 150
Date Incorporated 11/09/1989	Fax -	Age (Year Started) 34 years (1988)
State of Incorporation Indiana	Website www.pillowex.com	Named Principal GEORGE PILLOW, CEO
Ownership -	Line of Business Courier service	SIC 4215

OWNERSHIP

This business is not currently a part of a family tree.

CPA Management & Representation Letter



INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To Management
Pillow Express Delivery, Inc.
3024 Ridgeview Drive
Indianapolis, Indiana 46226

We have reviewed the accompanying financial statements of Pillow Express Delivery, Inc. (a corporation), which comprise the balance sheet as of December 31, 2021, and the related statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We are providing this letter in connection with your review of the financial statements of Pillow Express Delivery, Inc., which comprise the balance sheet as of December 31, 2021, and the related statements of income, accumulated deficit, and cash flows for the year then ended, and the related notes to the financial statements, for the purpose of obtaining limited assurance as a basis for reporting whether you are aware of any material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, the following representations made to you during your review.

- 1) We acknowledge our responsibility and have fulfilled our responsibilities for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, as set out in the terms of the engagement.
- 2) We have made available to you all—
 - a) financial records and related data, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements.
 - b) Minutes of the meetings of stockholders, directors, and committees of directors (or other similar bodies, as applicable), or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - c) Documentation indicating no preferred stock exists, the only stock authorized is 5,000 shares of Common Stock with 1,000 shares outstanding and there are no outstanding commitments to pay dividends to any shareholders.
 - d) Additional information you have requested from us for the purpose of the review.
 - e) Unrestricted access to company personnel from whom you determined it necessary to obtain review evidence.
- 3) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 4) All transactions have been recorded and have been properly reflected in the financial statements.
- 5) There are no uncorrected misstatements.
- 6) We acknowledge and have fulfilled our responsibility for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 7) We acknowledge our responsibility for designing, implementing, and maintaining internal control to prevent and detect fraud.
- 8) We have no knowledge of any fraud or suspected fraud affecting the company involving management, employees who have significant roles in internal control, or others where the fraud could have a material effect on the financial statements.
- 9) We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements as a whole communicated by employees, former employees, analysts, regulators, or others.
- 10) We have disclosed to you the identity of the entity's related parties and all the related-party relationships and transactions of which we are aware.
- 11) We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- 12) The following have been properly recorded or disclosed in the financial statements:
 - a) Related-party transactions and related accounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements, and guarantees.
 - b) Significant estimates and material concentrations known to management that are required to be disclosed in accordance with , *Risks and Uncertainties*.
- 13) There are no—
 - a) Known or suspected instances of noncompliance with laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
 - b) Actual or possible claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with .
 - c) Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by .

14) The company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged except as made known to you (and disclosed in the notes to the financial statements).

15) We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

16) We believe significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable in the circumstances.

17) We are in agreement with the adjusting journal entries, if any, you have recommended, and they have been posted to the Company's accounts.

18) No events have occurred subsequent to the date of the company's financial statements and through the date of this letter that would require adjustments to, or disclosure in, the aforementioned financial statements.

19) We have responded fully and truthfully to all inquiries made to us by you during your review.

20) In regards to the financial statement preparation services performed by you, we have:

- Assumed all management responsibilities.
- Overseen the services by designating an individual who possesses suitable skill, knowledge, and/or experience.
- Evaluated the adequacy and results of the services performed.
- Accepted responsibility for the results of the services.

_____

George E. Pillow, III

State of Indiana: Letter of Good Standing



I. Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, HOLLI SULLIVAN, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

PILLOW EXPRESS DELIVERY, INC.

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on November 09, 1989 and was in existence or authorized to transact business in the State of Indiana on October 25, 2022.

I further certify this Domestic For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my
signature and the seal of the State of Indiana, at the city
of Indianapolis, October 25, 2022

A handwritten signature in cursive script that reads "Holli Sullivan".

HOLLI SULLIVAN

SECRETARY OF STATE

1989110370 / 20222834235

BUSINESS INFORMATION

HOLLI SULLIVAN

INDIANA SECRETARY OF STATE

10/25/2022 01:14 PM

**Business
Details**Business Name: **PILLOW EXPRESS DELIVERY, INC.**Business ID: **1989110370**Entity Type: **Domestic For-Profit Corporation**Business Status: **Active**Creation Date: **11/09/1989**

Inactive Date:

Principal Office Address: **3024 Ridgeview Dr, Indianapolis, IN, 46226,
USA**Expiration Date: **Perpetual**Jurisdiction of Formation: **Indiana**

Business Entity Report Due

Date: **11/30/2023**

Years Due:

Governing Person Information

Title	Name	Address
President	George E Pillow III	3024 Ridgeview Dr., Indianapolis, IN, 46226, USA
CEO	George Pillow JR.	3024 Ridgeview Dr., Indianapolis, IN, 46226, USA

Registered Agent InformationType: **Individual**Name: **GEORGE PILLOW JR**Address: **3024 Ridgeview Dr, Indianapolis, IN, 46226 - 0000, USA**

CORPORATE RESOLUTION

CERTIFICATE OF CORPORATE RESOLUTION

I, **George E. Pillow**, do hereby certify that I am the Secretary of **Pillow Express Delivery dba Pillow Express Logistics** a corporation duly organized and existing under and by virtue of the Laws of the State of Indiana.

I further certify that a regular/special meeting of the members of the Board of Directors of said corporation, duly called held and convened in conformity with the Charter and By Laws of said corporation, on the day 31st day of December 2021, a quorum being present and voting thereon, the following resolution was duly adopted, to-wit:

I further certify that the foregoing resolution is a full, true, and complete copy as the same appears on record in the Minute Record Book of said corporation of which I am the legal custodian; that the same has not been altered, amended, or repealed and is now in full force and effect.

I set my hand for said corporation this 14th day of November 2022.

By:

George Pillow

George E. Pillow

GOVERNING PERSON INFORMATION

TITLE President

NAME George E Pillow III

ADDRESS 3024 Ridgeview Dr., Indianapolis, IN, 46226, USA

TITLE CEO

NAME George Pillow JR.

SIGNATURE

ADDRESS 3024 Ridgeview Dr., Indianapolis, IN, 46226, USA

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **December 2, 2021**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

SIGNATURE George E. Pillow

TITLE CEO

George Pillow

Business ID: 1989110370

Filing No.: 9234517



Courier Service Disaster Recovery Plan

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Section I: Overview

A. Overview

In the event of a disaster which interferes with Pillow Express Logistics' ability to conduct business, this plan is to be used by the responsible individuals to coordinate the business recovery of their respective areas and/or departments. The plan is designed to contain, or provide reference to, all of the information that might be needed at the time of a business recovery.

Index of Acronyms: (EMT) Emergency Management Team – (ERT) Emergency Response Team
–.

Section I, Introduction:

Pillow Logistics' courier disaster recovery plan seeks to establish the continuity of agency essential functions following a disruptive event.

The Response Plan will be designed to:

- Provide timely direction, control and coordination to couriers during and after an event, or upon notification of a credible threat.
- Establish and enact time-phased implementation procedures to activate the plan.
- Facilitate the return to normal operating conditions as soon as practical, based on circumstances and the threat environment.
- Provide all-hazard procedures capable of addressing all types of disruptive events.

Section II, Courier Continuity Strategy:

Describes the strategy that Pillow Express Logistics will control/implement to maintain courier service continuity in the event of a facility disruption. These decisions determine the content of the action plans, and if they change at any time, the plans should be changed accordingly.

Section III, Recovery Teams:

Pillow will provide a list of the Recovery Team functions, those individuals who are assigned specific responsibilities, and procedures on how each of the team members is to be notified.

Section IV, Team Procedures,

Pillow will determine what activities and tasks are to be taken, in what order, and whom to affect the recovery.

Section V, Appendices, contains all of the other information needed to carry out the plan. Other sections refer the reader to one or more Appendices to locate the information needed to carry out the Team Procedures steps.

B. Objectives

The objective of the Courier Service Continuity Plan is to coordinate recovery of critical business functions in managing and supporting the business recovery in the event of a traffic accident or facilities (office building) disruption.

A disaster is defined as any event that renders the courier inoperable or unusable so that it interferes with the organization's ability to deliver essential business services.

The priorities in a disaster situation are to:

1. Have an alternate courier to ensure that critical business functions can continue.
2. Have documented plans and procedures to ensure the quick, effective execution of recovery strategies for critical business functions.

The Courier Service Continuity Plan includes procedures for all phases of recovery as defined in the Courier Service Continuity Strategy section of this document.

C. Scope

The Courier Service Continuity Plan is limited in scope to recovery and business continuance from a serious disruption in activities due to courier driver vehicle accident and or courier loss of items and transport materials. Unless otherwise modified, this plan does not address temporary interruptions of duration less than the time frames determined to be critical to business operations.

The scope of this plan is focused on localized disasters such as vehicular traffic accidents, property loss, fires, floods, and other localized natural or man-made disasters. Assumptions

The viability of this Courier Service Continuity Plan is based on the following assumptions:

1. That this plan will be properly maintained and updated as required.
2. The functions and roles referenced in this plan can be assigned to one or more individuals as new responsibilities are added.

D. Changes to the Plan/Maintenance Responsibilities

Maintenance of the Courier Service Continuity Plan is the joint responsibility of the Info Express management, the Facilities Management Department, and the courier, Pillow Express Logistics.

Department of Revenue management is responsible for:

1. Periodically reviewing the adequacy and appropriateness of its Courier Continuity strategy.
2. Assessing the impact on the Courier Continuity Plan of additions or changes to existing business functions, Info express procedures, equipment, and facilities requirements.
3. Keeping recovery team personnel assignments current, taking into account promotions, transfers, and terminations.
4. Communicating all plan changes to the Courier Services Continuity company so that the courier can be updated.

E. Plan Training Procedures and Responsibilities

Pillow Express management is responsible for ensuring that the personnel who would carry out the Courier Services Continuity Plan are sufficiently aware of the plan's details. This may be accomplished in several ways including practice exercises, participation in tests, and awareness programs conducted by the Courier Services Continuity Coordinator.

F. Section II: Courier Service Continuity Strategy

A. Introduction

This section of the Courier Services Continuity Plan describes the strategy devised to maintain courier continuity in the event of a disruption

It is assumed that each critical business function at Info express locations has their own group/department Courier Services Continuity Plan, which is similar to this plan except the recovery procedures and appendices have been customized for each respective group/department based on size, and complexity.

B. Recovery Plan Phases

The activities necessary to recover mail from either the courier driver or separate, external facilities will be divided into four phases. These phases will follow each other sequentially in time.

1. Occurrence

This phase begins with the occurrence of the event and continues until a decision is made to activate the recovery plans. The major activities that take place in this phase includes **emergency response measures, notification of management, damage assessment activities, and declaration of the disaster.**

2. Plan Activation

In this phase, the Courier Service Continuity Plans are put into effect. This phase continues until the alternate courier driver, and or facility is identified, and critical courier functions are reestablished. The major activities in this phase include **notification of the recovery teams, implementation of interim procedures, and backup courier or site, and re-establishment of services.**

3. Transition to Primary Site

This phase consists of all activities necessary to make the transition back to a primary route driver and or delivery facility.

Section II: Recovery Teams

A. Purpose and Objective

This section of the plan identifies who will participate in the recovery process for the Courier Services Continuity Plan. The participants are organized into one or more teams. Each team has a designated team leader and an alternate for that person. Other team members are assigned either to

specific responsibilities or as team members to carry out tasks as needed.

The information in this section is organized into several subsections.

B. Recovery Team Descriptions

This section lists the team definitions for the Team and gives a short explanation of the function of each team or function.

Responsible for oversight of the recovery functions.

C. Recovery Team Assignments

This section identifies the team roles and the specific responsibilities that have been assigned to the team.

Team leader - Overall coordination of Recovery Team

Backup Team Leader - Duties to be assigned based on Recovery Team areas of responsibility.

Team Member - Duties to be assigned based on Recovery Team areas of responsibility

D. Personnel Notification

This section specifies how the team members are to be notified if the plan is to be put into effect by identifying who calls whom, and in what order. Notification can also be made by using tools such reverse 911 or other notification systems.

Section III: Recovery Procedures

A. Purpose and Objective

This section of the plan describes the specific activities and tasks that are to be carried out in the recovery process for Info express . Given the Courier Continuity Strategy outlined in **Section II**, this section transforms those strategies into a very specific set of action activities and tasks according to recovery phase.

The Recovery Procedures are organized in the following order: recovery phase, activity within the phase, and task within the activity.

The recovery phases are described in **Section II.D** of the Plan. In the Recovery Procedures document, the phases are listed in the order in which they will occur. The description for each recovery phase begins on a new page.

Each activity is assigned to one of the recovery teams. Each activity has a designated team member who has the primary assignment to complete the activity. Most activities also have an alternate team member assigned. The activities will only generally be performed in this sequence.

The finest level of detail in the Recovery Procedures is the task. All plan activities are completed by performing one or more tasks. The tasks are numbered sequentially within each activity, and this is generally the order in which they would be performed.

B. Recovery Activities and Tasks

PHASE I: Disaster Occurrence

ACTIVITY: Emergency Response and Emergency Operations Center Designation

ACTIVITY IS PERFORMED AT LOCATION: Main Office or Emergency Operations Center

ACTIVITY IS THE RESPONSIBILITY OF THIS TEAM: All Employees

TASKS 1: In the event of a delivery delay

- 1) Pillow Logistics provides all drivers with dispatch software which enables a Geo fencing pickup perimeters for greater accuracy of pickup and drop off
- 2) Dispatch is monitored 24 hours per day, 7 days per week, with routes being monitored for on time delivery.
- 3) *In the event a route stop is 30 minutes past its designated pick up or drop off time*, dispatch will call the driver to confirm delivery.
- 4) If the driver does not answer the client will be called immediately and notified of a delay on the route
- 5) While the driver is being located the Team lead will be notified to recover the pickup and or delivery.
- 6) If the driver is delayed (vehicle issues, etc.) and able to recover, Pillow will call the client and update on a new ETA for route stops.
- 7) If driver is delayed and not expected to return to route, Pillow will dispatch an alternate driver and provide client an updated ETA on route completion.

TASKS 2: In the event a driver is incapacitated

- 1) After a disaster occurs, quickly assess the situation depending upon the nature of the disaster, the extent of damage, and the potential for additional danger.
- 2) If the courier driver is incapacity the following steps should occur
 - a. Couriers should have safety contact information properly displayed on their courier bags containing the following
 - i. Courier First & Last Name
 - ii. Company they are providing courier services
 - iii. Contact phone number for the company

- iv. Emergency contact number for courier driver
 - v. Any known medical conditions.
- 3) Onsite personnel should notify contact company on the courier information tag
 - 4) Courier Dispatch will utilize Geo fencing GPS to locate courier, call 911 and retrieve any items belonging to Info express

ACTIVITY: Notification of Management

ACTIVITY IS PERFORMED AT LOCATION: At Any Available Phone

ACTIVITY IS THE RESPONSIBILITY OF: Pillow Management Team

PRIMARY: Mark Grady, Director of Field Ops Pillow Logistics 317-415-4000

ALTERNATE: Team Lead, Pillow Logistics 317-415-4000

TASKS:

1. Team leader informs the members of Pillow Express Logistics management team and notifies the Info express senior management if they have not been informed.
2. Pillow Logistics personnel are notified of the disaster by following procedures as included in **Section III. D. - Recovery Personnel Notification.**
3. Depending upon the time of the disaster, personnel are instructed what to do (i.e. stay at home and wait to be notified again, etc.)

ACTIVITY: Preliminary Damage Assessment

ACTIVITY IS PERFORMED AT LOCATION: Main Office Location

ACTIVITY IS THE RESPONSIBILITY OF: Pillow Management Team

TASKS:

1. Contact Pillow Emergency Response Team Leader to determine responsibilities and tasks to be performed.
Instruct the Organization Emergency Response Team Leader to deliver the preliminary damage assessment status report immediately upon completion.
2. Facilitate retrieval of items (contents of mail) Ensure that administrative support is available, as required.
3. Arrange a meeting with management team to review the disaster declaration recommendation that results from the preliminary damage assessment and to determine the course of action to be taken. With this group, determine the strategy to recommend to Senior Management (the Emergency Management Team Leader will be responsible for communicating this to Senior Management).

PHASE II: Plan Activation

ACTIVITY: Notification and Assembly of Recovery Teams and Employees

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site/Emergency Operations Center

ACTIVITY IS THE RESPONSIBILITY OF: Pillow Management Team

TASKS:

1. The team leader calls the POC from Pillow Express , instructs them of what time frame to assemble at Info express Emergency Operations Center (to be decided at the time), and to bring their copies of the Plan Once the Alternate site is ready for occupancy the EOC can move to that location, if preferred.
2. Review the recovery strategy and action plan with the assembled team.
3. If necessary, adjust the management team assignments based on which members are available.
4. The Management Team contacts critical employees and tells them to assemble at the alternate site. If the alternate site is a long distance from the primary site, then individuals should make their own travel arrangements to the alternate site. Non-critical employees should be instructed to stay at home, doing what work is possible from home, until notified otherwise.
5. **In the event of a disaster that affects telecommunications service regionally**, the Management Team should instruct critical employees to proceed to the alternate site even if they have not been contacted directly. Delays in waiting for direct communications can have a negative impact on Pillow Logistics' ability to recover vital services.

ACTIVITY: Implementation of Interim Procedures

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site

ACTIVITY IS THE RESPONSIBILITY OF: Indiana State Library Team

TASKS:

1. After arrival at the alternate site, map out locations that can be used for workspace.
2. **Determine flexible working schedules for staff** to ensure that client and business needs are met,
3. Gather vital records and other materials that were retrieved from the primary site and determine appropriate storage locations, keeping in mind effectiveness of workgroups.
4. Determine which vital records, forms, and supplies are missing. Obtain from off-site storage location or from other sources, as needed, per Appendices E & F.
5. Developed prioritized work activities, especially if all staff members are not available.

PHASE III: Alternate Site Operations

ACTIVITY: Alternate Site Processing Procedures

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site

ACTIVITY IS THE RESPONSIBILITY OF: Alternate Site Operations Team

TASKS:

1. Communicate with customers regarding the disaster and re-solicit phone contacts (in conjunction with the Organization Communications Team)
2. Acquire needed vital documents
3. Access missing documents and files and reconstruct, if necessary
4. Set up operation

PHASE IV: Transition to Primary Operations

ACTIVITY: Changing Telephone and Data Communications Back to Primary Site

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site

ACTIVITY IS THE RESPONSIBILITY OF: Pillow Express Logistics

TASKS:

1. Pillow will coordinate with the Organization Disaster Recovery Team to determine when the Indiana Department of Revenue will be relocating back to the primary site. Verify that they have a schedule to ensure that telephone and data communications are rerouted accordingly.

ACTIVITY: Terminating Alternate Site Procedures

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site and Primary Site

ACTIVITY IS THE RESPONSIBILITY OF: Courier Team & Info Express

TASKS:

1. Determine which alternate site operating procedures will be suspended or discontinued and when.
2. Communicate the changes in procedures to all affected staff.
3. Determine if additional procedures are needed upon return to the primary site, such as to continue resolving work backlogs.

ACTIVITY: Relocating Personnel, Records, and Equipment Back to Primary (Original) Site

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site and Primary Site

ACTIVITY IS THE RESPONSIBILITY OF: Info Express & Pillow Team

TASKS:

1. In conjunctions with the Emergency Management Team and the Organization Emergency Response Team, determine with Info Express will be scheduled for relocating back to the primary site.
2. Communicate this schedule to all Pillow personnel.

OFFICE DEPOT SOW & AGREEMENT

EXHIBIT A
To Master Courier Transportation Agreement

SCHEDULE A

This Schedule A ("**Schedule A**") dated as of _____ ("**Schedule A Effective Date**") is made and entered into pursuant to that certain _____ Agreement (the "**Agreement**") dated as of _____, by and between Office Depot, Inc., and its wholly owned subsidiaries as same exist from time to time ("**Office Depot**") and _____ and its wholly-owned subsidiaries as the same exist from time to time ("**Carrier**"). The terms and conditions of the Agreement are incorporated by reference herein. Unless defined herein, capitalized terms shall have the meanings ascribed to them in the Agreement. To the extent there is any conflict between the terms and conditions of this Schedule A and the terms and conditions of the Agreement, the terms and conditions of this Schedule A shall control.

1. **Services.** Carrier agrees to provide the transportation-related services (the "**Services**") as set forth in the Agreement and this Schedule A, within the market regions and at the rates set forth in individual service orders comprising Exhibit _____, attached hereto, and incorporated herein by reference (each a "**Service Order**"). Each Service Order shall incorporate by reference the terms and conditions of the Agreement and this Schedule A.
2. **Precedence.** The Service Orders comprising Exhibit _____ shall supersede and replace in their entirety any prior Service Orders or Schedule As entered into by the Parties with respect to the referenced delivery area (each a "**Market Region**"), as of the applicable Service Order Effective Date. Additional Service Orders may be added upon mutual written agreement of the Parties.
3. **Term and Termination.** The term of this Schedule A shall commence on the Schedule A Effective Date and shall continue in full force and effect unless terminated by either Party as provided herein. The term of each Service Order shall be determined by the applicable Service Order Effective Date and Service Order Expiration Date. This Schedule A or any Service Order may be terminated by either Party at any time for convenience upon thirty (30) days' written notice to the other Party.
4. **Compensation.** The schedule of charges for each Market Region is set forth in the applicable Service Order. Charges are subject to a fuel surcharge adjustment, as set forth in Section 5, Fuel Costs, below. Office Depot shall pay Carrier only those fees that are specifically set forth herein, and in the applicable Service Order. Payment of undisputed amounts, including any applicable tax, is due within sixty (60) days of receipt of invoice.
5. **Fuel Costs.** Fluctuations in fuel costs will be recovered by Carrier through a fuel surcharge using the formula below.

Fuel surcharge credit/debit = (DOE National Fuel Price Index - \$1.85) / 28, rounded to the third (3rd) decimal place.

This formula generates a fuel adjustment factor that will be applied to the gross invoice, less any special charges.

6. **Operation Standards.**

Operation Standards
1) Standard delivery hours are Monday through Friday, 08:00 AM to 05:00 PM local time.

2)	Office Depot will send an order information to Carrier via secure file transfer protocol ("SFTP") file at or about 3:00 AM local time the day before delivery.
3)	Carrier will be responsible for routing all tendered deliveries.
4)	Carrier will be required to code any delivery failures using Carrier's own hand-held technology. If such hand-held technology is not working, Carrier shall, within fifteen (15) minutes of the delivery (or delivery attempt), call exceptions into the system provided for Office Depot by West Communications, Inc.
5)	Carrier may be required to deliver Copy & Print Depot ("CPD") orders received via SFTP to Office Depot retail stores when added to the route prior to departure.
6)	Carrier will create a detailed receipt of orders upon arrival at the destination, and notify Office Depot of overages, shortages, and damages.
7)	Furniture service shall include inside delivery, customer's room of choice, removal of packing materials, and acceptance and pickup of return merchandise.
8)	Carrier will notify Office Depot of address corrections on the day of occurrence.
9)	Carrier will notify Office Depot of undeliverable or refused orders on the day of occurrence.
10)	Carrier will meet Office Depot's on-time delivery standards relative to similar service providers in similar delivery markets. Office Depot reserves the right to impose a thirty (30) day cure period with Carrier if the delivery standard is not met for four (4) consecutive weeks

7. Freight Payment Standards.

Freight Payment Standards	
a)	The rates set forth in each Service Order are inclusive of all costs associated with the delivery of shipments tendered to Carrier, including, but not limited to accessorial, redeliveries, and returns
b)	Any charges in addition to those outlined in the Schedule of Charges must be pre-approved and properly submitted to Office Depot in order to be considered for payment
c)	Office Depot will perform an automated self-billing process each week for the previous week's activity
d)	Carrier will notify Office Depot of any invoice dispute within seventy-two (72) hours of receipt of the self-invoice created by Office Depot. Undisputed invoices will then be entered into Office Depot's freight payment system and an invoice date created.
e)	Carrier will provide a weekly aging statement to a designated Office Depot Freight Payment Manager.

8. Fleet Standards and Claims Standards.

Fleet Standards	
a)	Carrier's vehicles must be maintained per the repair and maintenance specifications of the manufacturer.
b)	Vehicle exteriors must be washed no less than once per week.
c)	Any vehicle body damage must be repaired within 30 days of incident.
d)	The vehicle cannot have the logos of any of Office Depot's competitors, including but not limited to, Staples, Inc., and United Stationers, Inc.

9. Claims Standards.

Claims Standards	
a)	Office Depot will perform an automated claims report each week for activity from the weekly period two (2) before.
b)	Carrier will notify Office Depot of claims disputes within seventy-two (72) hours of receipt of the auto-claims report
c)	A disputed claim must have a proof of delivery. With proper documentation and approval by Office Depot, the claim will be adjusted.
d)	Carrier will remit claims payment to Office Depot via company check within sixty (60) days of receipt of the auto claims report.
e)	For claims checks not received within sixty (60) days of receipt of the auto claims report, Office Depot reserves the right to debit said amount from the self-invoice.

10. Driver Standards.

Driver Standards

a)	Drivers must possess, from their State of legal residence, a valid driver's license or commercial driver's license ("CDL"), appropriate to the type of vehicle being operated.
b)	Carrier agrees to screen, interview, and perform reference and complete criminal background checks on any prospective drivers, driver helpers, or other individuals who may be assigned to Office Depot's account, or come into contact with Office Depot's customers (hereafter referred to collectively as delivery personnel), whether an employee of Carrier, an independent contractor, or agent of an independent contractor.
c)	Any such delivery personnel possessing a felony record are ineligible to be assigned by Carrier to Office Depot's account.
d)	Carrier represents and warrants that it shall not present prospective delivery personnel to Office Depot for review and approval until after Carrier has made diligent inquiry and Carrier in good faith believes that prospective delivery personnel possess the necessary ability, temperament, and expertise to satisfactorily perform the services required.
e)	Carrier, at Carrier's expense, shall facilitate the acquisition of any necessary permits and/or badges required of delivery personnel by Office Depot's customers. Carrier shall ensure the availability of backup delivery personnel with said credentials for each of Office Depot's customers.
f)	Carrier shall maintain an adequate drug and alcohol policy, which shall include: pre-employment, random testing, for cause, and post-accident testing.
g)	Delivery personnel will wear an appropriate shirt with the carrier's logo or any other appropriate logo. However, delivery personnel cannot have the logos of any of Office Depot's competitors, including but not limited to, Staples, Inc., and United Stationers, Inc. on their shirt.
h)	Delivery personnel will be courteous and polite in their manner at all times in the presence of Office Depot's customers. Swearing, arguing, and rudeness are inappropriate behaviors and will not be permitted or accepted.
i)	Delivery personnel will accommodate reasonable requests by Office Depot's customers. This may include: carry inside and place shipments in desired location, removal of packing materials, acceptance and pickup of return merchandise.
j)	Delivery personnel will not throw or drop packages.
k)	Delivery personnel will load vehicles in such a manner as to maintain good safety practices and prevent any damage in-transit by adequately protecting products that are entrusted to their care.

IN WITNESS WHEREOF, each of the Parties has caused this Schedule A to be executed by their duly authorized representative effective as of the Schedule A Effective Date.

OFFICE DEPOT, INC.

[NAME OF CARRIER]

By: [Sample]

By: [Sample]

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT B
To Master Courier Transportation Agreement

SERVICE ORDERS BY MARKET REGION

Service Order #1
Market Region:

Market Region	Service Order #1 Effective Date	Service Order #1 Expiration Date	Freight Tendered to Carrier
SCHEDULE OF CHARGES			
Item	Description	Rate	Rating Unit
Carton Rate ¹	Compensates Carrier for activity-based fleet expense related to customer delivery.		Per carton

Service Order #2
Market Region:

Market Region	Service Order #2 Effective Date	Service Order #2 Expiration Date	Freight Tendered to Carrier
SCHEDULE OF CHARGES			
Item	Description	Rate	Rating Unit
Carton Rate ¹	Compensates Carrier for activity-based fleet expense related to customer delivery.		Per carton

Service Order #3
Market Region:

Market Region	Service Order #3 Effective Date	Service Order #3 Expiration Date	Freight Tendered to Carrier
SCHEDULE OF CHARGES			
Item	Description	Rate	Rating Unit
Carton Rate ¹	Compensates Carrier for activity-based fleet expense related to customer delivery.		Per carton

EXHIBIT C
To Master Client Services Agreement

BACKGROUND CHECK STANDARDS

Below are listed criminal convictions which could result in a determination that the individual is not qualified to perform delivery Services under the Agreement, so long as that determination is made consistent with federal, state and/or local law of the jurisdiction in which the individual works.

Type of Conviction
(Felony & Misdemeanor)

Crime of Violence

- Murder
- Manslaughter
- Assault/Battery
- Domestic violence
- Weapons violations
- Arson
- Rape/sex crimes
- Disorderly conduct
- Resisting arrest
- Any “attempted” conviction for the above crimes
- Any “conspiracy” conviction for the above crimes

Crimes of Dishonesty

- Theft
- Carjacking
- Larceny
- Embezzlement
- Robber/burglary
- Receiving stolen property
- Fraud (incl. credit card or check)
- Any “attempted” conviction for the above crimes
- Any “conspiracy” conviction for the above crimes

Drug Convictions

- Distribution
- Intent to distribute
- Manufacture
- Trafficking
- Felony possession
- Any “attempted” conviction for above crimes
- Any “conspiracy” conviction for above crimes

If a criminal conviction, whether felony or misdemeanor, is for a crime generally related to the crime specified above, individual shall be disqualified from providing services under the Agreement. Note: Misdemeanor possession of marijuana alone does not disqualify individual.

EXHIBIT D
To Master Courier Transportation Agreement

FEDERAL ACQUISITION REGULATION

As Office Depot performs under U.S. government contracts, to the extent they are applicable, Carrier agrees to comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in the Agreement by reference, to implement provisions of United States law or Executive orders:

- Contractor Code of Business Ethics and Conduct (APR 2010)(Pub.L.110-252, Title VI, Chapter 1 (41 U.S.C. 251 note), FAR 52.203-13)
- Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3), FAR 52.219-8)
- Equal Opportunity (Mar 2007) (E.O.11246, FAR 52.222-26)
- Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212, FAR 52.222-35)
- Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793, FAR 52.222-36)
- Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O.13496, FAR 52.222-40)
- Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g), FAR 52.222-50)
- Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq., FAR 52.222-53)
- Employment Eligibility Verification (Jan 2009, FAR 52.222-54), (Not applicable to the acquisition of commercially available off-the-shelf items)
- Preference for Privately Owned U.S.-Flag Commercial Vessels (February 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631, FAR 52.247-64).

DISPATCH SCIENCE WHITE PAPER & TECHNOLOGY OVERVIEW



Case Study – PILLOW LOGISTICS

14 September, 2021 | [By Jacques Lamontagne](#)

[Pillow Logistics](#) Leverages Dispatch Science Transparency To Delight Customers and Save Money

About Pillow Logistics

“[Pillow Logistics](#) was founded in 1988 after my father, [George E. Pillow](#), had a conversation with a couple of healthcare executives. He was surprised to learn how their struggles with internal courier services were hitting their bottom lines. They complained that there was a real void in the market for reliable, outsourced expedited courier services.

This made a great impression on him and he realized he could offer these people a solution. Soon he was meeting with other companies and local governments regarding outsourcing expedited courier services, and he found their concerns overlapped in many ways. Logistics was a business unto itself and companies and government services could benefit from a streamlined approach that would provide efficiency and cost advantages. People needed reliable



services that would offer individualized care and the highest standards of customer service.

And that's how Pillow Logistics was born."

– [Eddie Pillow](#), President

Challenges

Pillow logistics' business depended on a 20-year-old client-server application. It was complex and difficult to use, had an obsolete user interface, and simply lacked the modern capabilities expected by customers and staff given the ubiquity of smartphones, the explosion of ecommerce and the rise of the gig economy. In short, the software was no longer meeting the company's basic needs.

Another challenge was the significant time and effort required to extract any kind of real-time data and provide it to internal users and clients when needed. This lack of data transparency hindered operations, customer service, and frustrated many customers.

Finally, dispatchers lacked the tools to optimize routes, balance workloads, and ensure vehicle weight and capacity constraints were met. By extension, it was impossible to reliably track drivers and communicate ETA's to clients.

"Being close to our customers is what brought us to realize how total visibility for their shipments is what they expect from us more than ever before. We're here for our customers, and providing full transparency is key to how we keep them happy and win new ones." Matthew Straub, Executive VP

Solution

In 2020 Pillow selected Delivery Technology expert Dispatch Science as a partner and implemented their solution which easily automated their operations and integrated with their existing clients, quickly giving them better transparency on every step of the delivery process.

Mobility



With no local software to install, Dispatch Science's secure and online system made it easier for the Pillow team to adapt to COVID-19 work-from-home measures and dispatch from anywhere to any driver. There was no need to implement cumbersome VPN's or complex server hosting structures.

Reporting



The live information gathered by Dispatch Science gives Pillow a new level of insight and accountability. Real-time tracking lets the team identify issues and quickly make informed decisions; they also track how drivers are complying with the standards promised in their Service Level Agreements (SLAs).

Visibility



The Dispatch Science Customer Web Portal lets Pillow's customers track their deliveries from start to finish. Each client precisely gets the SMS or email details they want and none they don't thanks to an easy-to-use [notification designer](#) that elegantly wraps all communications in Pillow's look and feel. Other shippers love Pillow's use of their logo and brand marks, since it gives consignees a seamless transaction experience. The ability to offer this accurate delivery information helps streamline customer service case management, resulting in even greater cost savings for Pillow.

Dispatch



The sophisticated Dispatch Science dispatch boards dramatically increase the Pillow team's productivity. Now, on-demand, routed, and scheduled orders can be managed from a single interface. Meanwhile, the automated optimizer constantly proposes the best stop sequences. By utilizing the route optimization feature, the Pillow team can visually manage all their distribution routes. It's now easy to identify at-risk routes, quickly drag-and-drop stops between routes, and one-click re-optimize and re-balance.

"Dispatch Science offered an end-to-end solution that easily integrated with our existing systems, resulting in a near-instant and radar-sharp visibility on our operations, coupled with extremely powerful reporting capabilities." Alan Distel, VP Operations

Results

Thanks to its partnership with Dispatch Science, Pillow Logistics has realized significant improvements across the board:

- Cut **2 full routes** thanks to [automation](#) and optimization, resulting in **\$100K+** annual cost savings
- Dramatic reduction in integrations time and efforts: One customer integration took just **2 hours** thanks to the modern API instead of what previously took days or weeks to achieve
- Thanks to Dispatch Science's instant scalability, the business has successfully grown by over **80%** in a matter of months without any service interruption

- The Game-changing API and WebHooks along with immediate access to real-time information via OData enables Pillow to take **full control of the entire delivery experience**, from order to cash.

The Future

With [Dispatch Science](#), Pillow has found a technology and partner with whom they can scale and future-proof their business. This future means servicing more clients, recruiting & retaining more drivers, and readiness to tackle new markets and new opportunities in 2022 and beyond.

“The increased visibility provided by Dispatch Science has benefited our customers. We are reaping the fruits with big gains in customer loyalty, and exciting new business growth opportunities.” Eddie Pillow, President

SEE DISPATCH SCIENCE IN ACTION

[GET A DEMO](#)

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