

**Award Justification Statement**  
**Solicitation #MP16020**  
**Contract Name: Digital Print & Copy Services**

**Conclusion**

Three offers were received. One offer was disqualified for submitting an incomplete proposal and therefore was not evaluated. An evaluation of the technical proposals for two firms was conducted by the evaluation committee. Offer A was disqualified for not meeting the minimum technical score threshold of 252 of the 360 possible points.

Overall, the evaluation committee determined that the proposal submitted Office Depot provides the best value to the State.

**Evaluation Process**

Proposals were evaluated in accordance with Part 7 of the Utah Procurement Code by an Evaluation Committee comprised of representatives from the States of Nevada, Washington, and Utah. A representative from State Purchasing attended the evaluation committee meetings to ensure that the process outlined in the Procurement Code was followed but was not a voting member of the evaluation committee. A request for proposals was issued by the State to select qualified firms to provide digital printing and copy services. Under Utah Code 63G-6a-702(2), the RFP process was used because criteria other than cost were considered important in determining which proposal provides the best value to the State. These other factors (other than cost) were highly significant in determining which vendor's proposal provided the best value to the State. The following paragraphs describe each scoring category and explain and compare the scores assigned to each proposal by the State's evaluation committee.

**1. Product and Services Offering**

The RFP requested that Offerors provide digital print and copy services to the participating states and the various governmental entities therein.

- Breadth of Offering - Offerors must thoroughly describe their breadth of their digital print and copy service offerings. Offerors must clearly distinguish between products and service offerings that are available when the proposals are submitted versus offerings that may be available at some designated or undesignated time in the future.

- Customer Satisfaction - Offerors must strive to maintain a high degree of customer satisfaction.
- Product Technology - Offerors must utilize digital printing technology sufficient to ensure adequate servicing of customer needs.
- Ordering- Orders resulting from this contract will be placed directly with the awarded vendor(s) by the individual Purchasing Entity. Awarded vendors are to ship and bill as requested by the ordering agency. The ordering agency will remit payment directly to the vendor.
  - a. Awarded vendors must have toll free telephone numbers for use by those entities located outside of the Offeror's toll free area. This includes both telephone and Facsimile access.
  - b. Vendors must maintain, at a minimum, an Internet web site that contains their product specifications and service options, the services agreement and a coverage map plus contact information for order placement, tracking, problem reporting, and billing concerns. Vendors must offer a user guide that is readily accessible and meets the approval of the Lead State.
  - c. No minimum dollar or item count is allowed under the contract.
- Inspection and Acceptance- Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights. Buyer shall have the right to inspect services provided at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to order requirements, buyer may require vendor to perform the services again in conformity with order requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may:
  - a. require vendor to take necessary action to ensure that future performance conforms to order requirements, and
  - b. equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available at law, or in equity.

Buyer shall be the sole judge in determining “equals” with regard to quality, price, and performance. The purchasing entity reserves the right to refuse payment on vendor invoices for jobs that do not meet submitted criteria.

- Payment- Invoices are to be submitted per order. Invoices are to detail itemization of services and materials, and all costs.
  - a. Payment for the contracted service will be within 30 days upon receipt of invoice and the using agency’s approval.
  - b. Procurement Card Policy- The successful Offeror must offer the capability to accept procurement cards as an acceptable form of payment.
- Data Security, Retention, and Wiping- Offerors must have procedures to ensure the security of submitted data, ability to be able to securely remove information from systems/equipment once an order has been completed and accepted, and be able to address any residual data stored in a machine after that machine is removed from service.

In the opinion of the State Evaluation Committee, Office Depot’s offer addressed all the requirements in the RFP satisfactorily or exceeded them. **As a result, additional points were awarded to Office Depot.**

**Of a possible 100 points in this category Office Depot scored a 84. In the opinion of the State evaluation committee, Office Depot provides the best value to the State through their product and services offering.**

## **2. Supplier Capabilities and Geographic Coverage**

Offerors must be able, at a minimum, to provide service on a statewide basis, with the optional ability to provide service to multiple states or regions. Awarded vendors must be appropriately licensed as per the requirements of the awarded state.

- Emerging Small Business (ESB), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Disabled Veteran Owned business- Some Participating States, may desire to purchase services from ESB/MBE/WBE/DV companies. Some NASPO ValuePoint Participating States may or may not have an ESB/MBE/WBE/DV program and therefore each state will

integrate this desirable into its Participating Addendum, if applicable. In some Participating States, to qualify as an ESB/MBE/WBE/DV supplier the listed companies must be registered with either the government or a recognized certifying entity and provide a certification type and number. Registered ESB/MBE/WBE/DV companies must be operating from a legitimate commercial site, carry all applicable insurance policies, required business licenses, and have operated continuously for at least three years.

In the opinion of the State Evaluation Committee, the proposal submitted by Office Depot addressed the requirements of this criterion.

**Of the possible 65 points available for this overall category of Supplier Capabilities and Geographic Coverage, Office Depot scored 49.9. In the opinion of the State Evaluation Committee, Office Depot's proposal offers the best value to the state.**

### **3. Customer Service**

The Participating States expect high service standards from all contractors, and offerors were required to respond to the following customer service criteria:

- Participating entities will have different Purchasing Entities utilizing the goods and/or services provided by the awarded vendors. Awarded vendors must be able to process multiple individual accounts and unique users within a Participating Entity.
- Product Delivery
  - a. Penalties may be imposed on contractors that have continual late deliveries. These penalties may include but are not limited to cancellation of orders, request for discounted pricing, non-use of an offending contractor or cancellation of the contractor's participating addendum(s).
  - b. Partial deliveries may be determined to be acceptable by the procuring organization. However, payment will not be authorized until the entire order is received.
    1. No additional charges as a result of contractor error shall be incurred by procuring organizations.
    2. Prices for all items associated with this contract are to be FOB Destination, freight prepaid anywhere within the participating states or geographic area offered. Any exceptions to this provision will be addressed in a State's Participating Addendum.

- Turn-around Time- The awarded vendors are to make every effort to accommodate the deadline request of State customers.

Turnaround times on copy center projects will depend upon the size and complexity of the request. Jobs will be completed within a time frame that meets mutually agreed upon deadlines set at the time of the request was made. Standard jobs (duplexed, collated, and stapled) should have a maximum turnaround time of 24 hours.

- Complaint Resolution- Offerors must have in place adequate procedures for addressing and resolving customer problems and complaints -- service, equipment or billing.

- Support Personnel- Awarded vendors are to have support personnel adequate to the servicing of the resultant contracts.

a. Vendors are to provide each Authorized Purchaser with customer service representatives assigned to handle questions and resolve all problems that arise.

b. Service representatives are to be available by telephone or email, at a minimum, from 8:00 am to 5:00 pm in EACH time zone, Monday through Friday.

c. All service representatives shall have online access to account information and provide a timely response (2 hours) to inquiries concerning the status of contract pricing, account and billing questions, and contract compliance requirements.

- Relationship Manager/Lead Representative- Awarded vendors must assign one lead representative for each entity that executes a Participating Addendum. The lead representative may service more than one entity, but multiple lead representatives may not be assigned to a single entity. Contact information shall be kept current.

- Contract Manager- Awarded vendors shall provide a dedicated Contract Manager to manage compliance with the scope and terms and conditions for this contract.

- Usage Report Administrator- Awarded vendors shall also provide a Usage Report Administrator responsible for the mandatory quarterly usage reports.

In the opinion of the State Evaluation Committee, the proposal submitted by Office Depot addressed and in some cases exceeded the requirements of this criterion.

Of the possible 80 points available for this overall category of Customer Service, Office Depot scored 62. In the opinion of the State Evaluation Committee, Office Depot's proposal offers the best value to the state.

#### **4. Marketing and Implementation**

☐ Offerors must describe in detail their experience implementing customer relationships of equivalent size and complexity, and their client retention rate during the past 3 years.

☐ Offerors must describe their strategy for contract management and sales support including roles and responsibilities as they relate to each participating state for each of the proposed account teams that will handle contract management issues.

☐ Offerors must submit a thorough implementation/rollout plan as part of the proposal. At a minimum, the plan must include a description of the rollout materials, a description of the methodology (mailings, meetings, seminars, press releases, and personal contacts), proposed dates and location of activities, and tasks to be performed with the time frame for the completion of each task.

a. Contracting Personnel- Offerors must identify the contracting personnel who will be assisting states with the completing and processing of participating addendums

b. Marketing Materials- Offerors must describe how additional marketing will be performed after the initial rollout has been completed. Offerors are encouraged to include sample rollout and marketing materials with their proposals.

In the opinion of the State Evaluation Committee, the proposal submitted by Office Depot addressed and met or exceeded the requirements of this criterion.

Of the possible 45 points available for this overall category of Marketing and Implementation, Office Depot scored 32.7. In the opinion of the State Evaluation Committee, Office Depot's proposal offers the best value to the state.

#### **5. References**

Offerors must provide five (5) references (see Attachments F and G) from customers who have obtained similar Products and Services from the Vendor within the last two (2) years. At least three (3) of the customer references must be from a state agency, political subdivision, or institution of higher education.

- References provided by the Offeror must not be from a person, company, or organization with any interest, financial or otherwise, in the Offeror's organization. References that do not originate from a client in an arms-length relationship with Offeror will be rejected.

The Lead State will conduct reference checks to verify the accuracy of submitted materials and to ascertain the quality of the engagements. The State reserves the right to pursue any or all references; either submitted or state-researched, to assist in completing the Technical Proposal Evaluation.

References will be evaluated in regards to the following:

- How comparable were the services provided by the offeror to those requested in the Scope of Work?
  - How comparable were the references to the State?
  - How well do the references support the services of the offeror?
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- Customer Reference Forms - Each customer reference listed in the ATTACHMENT F- Reference Questionnaire must complete and sign the ATTACHMENT G- Customer Reference Form and must be included with the RFP response.

The references received in response to the request were determined to meet and in some cases exceed the requirements of this RFP. Office Depot received 42.8 out of a possible 50 points for References.

## **6. Value Added Alternatives**

Offerors were asked to provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and participating public agencies.

Office Depot received a score of 14.7 out of a possible 20 points. In the evaluators opinion the Office Depot proposal met the requirements of the RFP request for value added alternatives.

## **7. Cost.**

Cost was scored as described in the RFP according to the instructions provided below. Although Offeror A was disqualified for not meeting the minimum technical score threshold, an analysis of both Office Depot and Offeror A pricing was conducted to ensure that the pricing received from the winning firm, Office Depot, was reasonable and fair. Office Depot earned the highest cost score.

**RFP Cost Evaluation Process:**

Cost will be evaluated independently from the Technical response, and must be submitted as a separate document (Attachment C- Price Proposal Form) from the Technical Proposal document. Inclusion of any cost or pricing data within the Technical Proposal may result in your proposal being judged as non-responsive.

- Offerors are to submit pricing as per Attachment C- Price Proposal Form. Each pricing subsection must be addressed in the vendor proposal. Any vendor who fails to provide the information requested in a subsection, may be found to be non-responsive and the proposal rejected.
- If an offeror wishes to propose prices for additional Products or services that fall within the scope of this contract but are not specifically included in Attachment C- Price Proposal Form, the offeror may include a description of the Product or service and the proposed pricing in the “Value-Added Services” section of the Price Proposal.

Pricing proposed by Vendor shall exclude sales tax, and shall include all vendor costs (labor, paper, etc.) related to performing the tasks set forth in this RFP.

### Office Depot

### Offer A

	Price	Price x Impressions		Price	Price x Impressions
1. Report- 100 pages, Single Sided, B&W, 25 copies					
Guts- 20# Bond, 8.5 x 11 (100 pages x 25 copies= 2500 impressions)	0.022	\$55.00		0.037	\$92.50
Cover- Coated Cover (2 covers x 25 copies= 50 impressions)	0.21	\$10.50		0.081	\$4.05
	Total=	\$65.50		Total=	\$96.55
Points Possible: 144					
	Points Earned:	144.00		Points Earned:	75.74
2. Book, Full color, 32 pages (8 sheets + cover), 200 copies					
Guts- Uncoated Text, 11 x 17 (8 sheets x 200 copies= 1600 impressions)	0.79	\$1,264.00		0.63	\$1,008.00
Cover- Uncoated cover, 11 x 17 (1 folded sheet x 200 copies= 200 impressions)	0.87	\$174.00		0.679	\$135.80
Bind- Saddle Stitched (200 copies)	0.11	\$22.00		0.3333	\$66.66
	Total=	\$1,460.00		Total=	\$1,210.46
Points Possible: 24					
	Points Earned:	19.05		Points Earned:	24.00

3. Handout, 60 pages, Front & Back (30 sheets), 100 copies				
Guts- 20# Bond, 8.5 x 11, B&W (30 sheets x 100 copies= 3000 impressions)	0.04	\$120.00	0.055	\$165.00
Guts- 24# Bond, 8.5 x 11, Color (30 sheets x 100 copies= 3000 impressions)	0.38	\$1,140.00	0.431	\$1,293.00
Bind- Side Stitch (100 copies)	0.02	\$2.00	0.1	\$10.00
	Total=	\$1,262.00	Total=	\$1,468.00
Points Possible: 48				
	Points Earned:	48.00	Points Earned:	40.16
4. Book, B&W, 32 pages (8 sheets), Self Cover, 500 copies				
Guts- Coated Text, 8.5 x 11 (8 sheets x 500 copies= 4000 impressions)	0.19	\$760.00	0.073	\$292.00
Bind- Saddle Stitched, 8.5 x 5.5 Finished Size (500 copies)	0.11	\$55.00	0.3333	\$166.65
	Total=	\$815.00	Total=	\$458.65
Points Possible: 12				
	Points Earned:	2.68	Points Earned:	12.00
5. Carbonless, 8.5 x 11, 500 sets				
2 part (2 part x 500 sets= 1000 impressions)	0.10	\$100.00	0.107	\$107.00
3 part (3 part x 500 sets= 1500 impressions)	0.15	\$225.00	0.168	\$252.00
4 part (4 part x 500 sets= 2000 impressions)	0.25	\$500.00	0.229	\$458.00
	Total=	\$825.00	Total=	\$817.00
	Points Earned:	11.88	Points Earned:	12.00
	<b>TOTAL POINTS:</b>	<b>225.61</b>	<b>TOTAL POINTS:</b>	<b>163.90</b>

### Cost-Benefit Analysis

Not Applicable

### Conclusion

**Based on the justifications outlined above, it is the opinion of the Evaluation Committee, that the proposal submitted by Office Depot provides the best value to the State.**