



Contract #: PD2454

## STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Office Depot, LLC

*Name*

6600 North Military Trail

*Street Address*

Boca Raton

Florida

33496-2434

*City*

*State*

*Zip*

**Vendor # 04174I Commodity Code #: 96618 Legal Status of Contractor: For-Profit Corporation**

**Contact Name:** Paul Dobecki **Phone Number:** +1 702-374-6843 **Email:** Paul.Dobecki@officedepot.com

2. CONTRACT PORTFOLIO NAME: Digital Print and Quick Copy Services.
3. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide Printing and Copying Services identified in Attachment B to Participating States once a Participating Addendum has been signed.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on 2021, Solicitation# CT21-13
5. CONTRACT PERIOD: Effective Date: Wednesday, December 01, 2021. Termination Date: Wednesday, September 30, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract.
6. Administrative Fee (if any): One Quarter of One Percent (or 0.25%).
7. Prompt Payment Discount Details (if any): N/A.
8. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions  
 ATTACHMENT B: Scope of Work  
 ATTACHMENT C: Pricing Schedule  
 ATTACHMENT D: Contractor's Response to Solicitation CT21-13
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #CT21-13.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

### CONTRACTOR

### DIVISION OF PURCHASING

*Elizabeth Gray*

11/4/2021

*[Signature]*

11/04/2021

Contractor's signature

Date

Director, Division of Purchasing

Date

Elizabeth Gray

VP, Business Development

Type or Print Name and Title





## Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

### 1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) The Master Agreement;
- (3) NASPO ValuePoint Master Agreement Terms & Conditions;
- (4) A Purchase Order issued against the Master Agreement;
- (5) The Specifications or Statement of Work;
- (6) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (7) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

c. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

### 2. Definitions

- a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.
- b. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

- c. **Embedded Software** means one or more software applications which permanently reside on a computing device.
- d. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- e. **Lead State** means the State centrally administering any resulting Master Agreement(s).
- f. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- g. **NASPO ValuePoint** is the cooperative purchasing division of the National Association of State Procurement Officials (NASPO), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
- h. **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- i. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.
- j. **Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.
- k. **Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

- l. Product** means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.
- m. Purchasing Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

## **NASPO ValuePoint Provisions**

### **3. Term of the Master Agreement**

- a. The initial term of this Master Agreement is for five (5) years.
- b. The Master Agreement may be extended for a reasonable period of time, not to exceed 120 days, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

### **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

### **5. Participants and Scope**

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract)



used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO, and its NASPO ValuePoint division, is not a party to the Master Agreement.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public

as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

## **6. Administrative Fees**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## **7. NASPO ValuePoint Summary and Detailed Usage Reports**

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and

NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

Contractor shall, within 30 days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions offered to similar cooperatives for the same products and/or services, upon the same terms, conditions, and specifications as contracted herein.

## **9. Reserved.**

## **10. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **11. Price and Rate Guarantee Period**

a. Core List Pricing: Contractor agrees to supply a Purchasing Entity those office products and services as set forth in its response (the "Core List") at the prices set forth therein. Core List pricing will be held firm for three hundred and sixty-five (365) days from the Effective Date and thereafter will be updated no more than one (1) time per three hundred and sixty-five (365) day period. Requests for price or rate adjustment must be made at least thirty (30) days prior to the effective date of the adjustment. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

b. Non-Core Item Pricing: Items not on the Core List (Non-Core Items), but which are identified in the BSD Catalog/Business Select Catalog, will be priced at the regular sales price (promotions excluded) set forth on [www.officedepot.com](http://www.officedepot.com) at the time of the order, subject to certain exclusions and conditions.

## **12. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum. Except for such provisions relating to the overall program operation such as fees paid to Lead State or audit rights of Lead State, Participating Entity will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## **Administration of Orders**

### **13. Ordering**

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

#### **14. Shipping and Delivery**

a. The pricing set forth in this Master Agreement includes dock, mailroom, and/or desktop

delivery for “in stock” items (special order items are excluded). Additional freight charges may apply for items exceeding certain height and weight, bulk items, Hawaii, Alaska and Puerto Rico orders if delivery is to those locations and not the nearest port of embarkation, special orders and/or rush deliveries. Custom manufactured item dimensions and quantities vary depending on the needs of the Purchasing Entity when ordered. Responsibility and liability for loss or damage shall remain the Contractor’s until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor’s warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be “Inside Deliveries” as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer’s standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity’s Purchase Order number.

## **15. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

## **16. Inspection and Acceptance**

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense



incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

## **17. Payment**

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge. Purchasing Cards cannot be used to pay customer invoices. Payment by Purchasing Card must be made at time of purchase.

## **18. Warranty**

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. To the extent Contractor is required to provide warranties on products sold to Purchasing Entity, Contractor's warranties will be limited to Contractor-branded products. For all other products, Contractor will pass through to Purchasing Entity all manufacturer-supplied end-user warranties on all products sourced to Purchasing Entity. Contractor disclaims any implied warranties including the warranty of fitness for a particular purpose and the warranty of merchantability.

Notwithstanding any other provision to the contrary, in no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages, even if that party has been advised as to the possibility of such damages.

## **19. Title of Product**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

## **20. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

## **General Provisions**

### **21. Insurance**

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in

termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate.

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(3) Cyber Liability Insurance, with limits not less than \$2 million per occurrence or claim, \$2M aggregate. Coverage shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. Notwithstanding anything to the contrary herein, claims involving patent infringement shall be excluded. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

c. Contractor shall pay premiums on all insurance policies. Contractor shall endeavor to provide notice to a Participating Entity who is a state within thirty (30) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide

evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## **22. Records Administration and Audit**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's non-proprietary books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

## **23. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is

furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include

Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

## **24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

## **25. Assignment/Subcontracts**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

## **26. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

## **27. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

## **28. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for

Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

## **29. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, epidemic, pandemic, trade barriers, strikes, other acts of God, acts of war or any other events which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

## **30. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days for in-house production and sixty (60) days for non-in-house production in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions



thereof; and

(3)

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **31. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity or Contractor to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity or Contractor must be in writing. Waiver by the Lead State or Participating Entity or Contractor of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

### **32. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **33. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or

damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **34. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

### **35. Governing Law and Venue**

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

### **36. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the

right to control any such litigation on such claim for relief or cause of action.

### **37. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

### **38. Leasing or Alternative Financing Methods**

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

Attachment B  
Scope of Work

- A. Scope of Work
1. Product and Services Offering
    - a. Contractor shall provide the following services to Purchasing States.
      - i. Black and white copies
      - ii. Color copies
      - iii. Binding
      - iv. Envelope
      - v. Lamination Services
    - b. Contractor may provide the following optional services to Purchasing States.
      - i. Oversize Copies
      - ii. File Copying
      - iii. Transparencies
      - iv. Tabs
      - v. Optional Binding
      - vi. Business Cards
  2. Ordering
    - a. Contractor must utilize digital printing technology sufficient to ensure adequate servicing of Purchasing State needs. Contractor must maintain, at a minimum, a web site that contains product specifications and service options, the services agreement and a coverage map plus contact information for order placement, tracking, problem reporting, and billing concerns. Contractor must offer a user guide that is readily accessible and meets the approval of the Lead State.
    - b. Purchasing States may also place orders at Contractor's retail locations.
    - b. Purchasing States shall place orders directly with Contractor.
    - c. Contractor must have toll free telephone numbers for use by those Purchasing States located outside of the Contractor's toll free area. This includes both telephone and Facsimile access.
    - d. Purchasing States may submit print ready files or request document preparation assistance.
    - e. After receipt of order, Contractor shall contact Purchasing State by the next business day to confirm specifications of the order and estimated delivery times.
    - f. Contractor shall make every effort to accommodate the deadline request of Purchasing States. Jobs will be completed within a timeframe that meets mutually agreed upon deadlines set at the time of the request was made.
    - g. Turnaround times on copy center projects will depend upon the size and complexity of the request. Standard jobs (duplexed, collated, and stapled) should have a maximum turnaround time of 24 hours.
  3. Delivery, Inspection, and Acceptance
    - a. Delivery
      - i. All shipments are to be delivered directly to the Purchasing Entity's location within the contiguous United States, or to the nearest port of embarkation for Participating Entities outside of the contiguous United States. All shipments will be prepaid by the Contractor and the Contractor shall not add freight charges for partial shipments.

- ii. **Packing Label:** All shipments must include a packing label that includes, at a minimum, the following information on the outside of the package:
    - 1. Purchasing State
    - 2. Delivery Address
    - 3. Ordering Entity and Floor
    - 4. Contact Telephone Number
  - iii. **Packing Slip:** All shipments must include a packing slip that includes, at a minimum, the following information:
    - 1. Line item description
    - 2. Quantity ordered
    - 3. Quantity included in shipment
    - 4. Number of parcels
    - 5. Purchase Order/Delivery Order
    - 6. Ordering Entity Name
    - 7. All information included on the packing label.
  - iv. Partial deliveries may be determined to be acceptable by the Purchasing State. However, payment will not be authorized until the entire order is received.
  - v. No additional charges as a result of Contractor error shall be incurred by Purchasing State.
  - vi. If Contractor has a store, Purchasing States may elect to pick up orders.
- b. Inspection and Acceptance

“Services” as used in this section includes services performed or tangible material produced or delivered in the performance of services.

Acceptance is contingent upon completion of Purchasing State inspection of Services including, but not limited to incorrect quantities, product, random copies, not meeting specifications, damaged in shipping, damaged edges, excess glue, missing pages, damaged covers, trim size, loose covers, pages, and binding, upside down covers or pages, and color match discrepancies. Purchasing State shall report any issues to Contractor within five (5) business days of Purchasing State receiving order.

If products or services fail to meet any requirements, Purchasing State may exercise all of its rights. Purchasing State shall have the right to inspect services provided at all reasonable times and places. If any of the services do not conform to order requirements, Purchasing State may require Contractor 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, Purchasing State may:

- i. Require Contractor to take necessary action to ensure that future performance conforms to order requirements, and
- ii. Equitably reduce the payment due Contractor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available at law, or in equity.
- iii. Purchasing State shall be the sole judge in determining “equals” with regard to quality, price, and performance. Purchasing State reserves the right to refuse payment on Contractor invoices for jobs that do not meet submitted criteria.

- c. All products delivered in poor condition or not ordered may, at the discretion of the Purchasing State, be returned to the Contractor at the Contractor's expense within thirty (30) days. Credit for returned goods must be made immediately.
      - d. Special order products may not be returned or exchanged. This includes items that are not stocked in our of Contractor's warehouses and/or are indicated as "special order".
    - 4. Invoicing  
Invoices are to be submitted per order. Invoices are to detail itemization of services and materials, and all costs.
    - 5. Data Security, Retention, and Wiping
      - a. All Purchasing State data will be stored and maintained in data centers in the United States.
      - b. Contractor 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.
        - i. Purchasing State may request that files may be retained for future reprints.
    - 6. Customer Service
      - a. Support Personnel- Contractor shall have support personnel adequate to the servicing of the resultant contracts.
      - b. Relationship Manager/Lead Representative- Contractor must assign one (1) lead representative for each Purchasing State that executes a Participating Addendum. The lead representative may service more than one (1) Purchasing State of Utah, but multiple lead representatives may not be assigned to a single Purchasing State. Contact information shall be kept current.
      - c. Complaint Resolution- Contractor must have in place adequate procedures for addressing and resolving Purchasing States' problems and complaints – service, equipment or billing.
      - d. Contractor shall provide each Purchasing State with customer service representatives assigned to handle questions and resolve all problems that arise.
      - e. Service representatives are to be available by telephone or email, at a minimum, from 7:00 am to 6:00 pm in the Mountain Time Zone, Monday through Friday with the exception of Federal holidays.
      - f. All service representatives shall have online access to account information and provide a timely response (within 24 hours or next business day if a response is received on a Friday) to inquiries concerning the status of contract pricing, account and billing questions, and contract compliance requirements.
    - 7. Environmental Capabilities.
      - a. Contractor shall have the capability to identify products and services that are environmentally conscious.
      - b. Contractor shall have the ability to provide recommendations of equivalent green products.
      - c. Contractor shall provide a product's Material Safety Data Sheet and environmental certification document, if applicable.
    - 8. Excluded Items include office supplies, large format exceeding 24 x 36, offset and web printing are not included in the scope of this contract. Graphic design is also excluded, but does not include document preparation assistance.
  - B. Pricing



1. Pricing shall exclude sales tax, and shall include all Contractor costs (labor, paper, overhead, profits, shipping, etc.) related to performing the tasks set forth in this solicitation. Purchasing States will not pay for any overages. The expectation is for deliverance of quantities ordered.
2. Contractor shall not charge prices greater than proposed in the Contractor's Pricing Proposal for products and services provided under this contract.

C. Contract Requirements

1. Marketing and Implementation  
Contractor shall be responsible for marketing and implementation in accordance with each Participating State's internal requirements.
2. Contract Manager
  - a. Contractor shall provide a Contract Manager as the single point of contact for management of the Master Agreement.
  - b. Contractor shall notify the Lead State in the event of a change in Contract Manager.
3. Contractor must be appropriately licensed as per the requirements of the Lead State.
4. Purchasing States will have different entities utilizing the goods and/or services provided by the Contractor. Contractor must be able to process multiple individual accounts and unique users within a Purchasing State.

## Attachment C – Pricing Schedule

<b>Definitions:</b>
"All Types" refers to opaque and text & cover.
"Coated Cover" means all matte, dull, satin, or gloss coated cover stock of any color.
"Color Copies" means digital or analog photocopies using CMYK toner on paper.
"File Copying" means photocopying services that require more labor to produce than standard black and white photocopies.
"Grade A Litigation Standard": originals are large rubber banded sections or loose documents of straight copy. Originals are one sided, in excellent condition, and on the same size paper with no staples, clips, or folder tabs.
"Grade B Litigation Light": originals consist of large stapled or clipped sections. Occasional small sections of stapled or clipped documents may be mixed in, but not to the extend of slowing down copy output. All two sided work that would otherwise be Grade A copying is included in this category, even if it is straight copy.
"Grade C Litigation Medium": originals are mainly composed of stapled or clipped sections of letter and legal size, with generally no fewer than five or six pages per staple or clip. This grade also includes binders that require removal or reinsertion of pages. If more than three copies of this grade of job are requested on an order, the job must be charged at Grade B.
"Grade D Litigation Heavy": originals are like those described in Grade C, but also include small stapled and clipped sections of five or fewer pages and mixed sizes of originals, such as receipts, envelopes, statements, etc. Originals may have multiple sticky notes to be removed and replaced. These additional variables require more handling and organization, which lowers the number of copies per hour that can be produced.
"Grade E Glass Work": originals require greater than 50% hand placement on glass, such as receipts, statements, checks, envelopes, and odd sized originals, or are of extremely poor quality that require extensive handling on a page by page basis. If more than three copies of this grade of job are requested on an order, the job must be charged at Grade D.
"Inline" means binding or other finishing performed automatically by a printing device as the document is copied.
"Side Stitch" means stapling a document twice at the left edge.
"Transparencies" means photocopies in either black or CMYK toner on a clear plastic substrate.
"Uncoated Cover" means all uncoated cover stock including all colors and finished of cover weight paper, including smooth, vellum, felt, linen, and laid.
"Uncoated Text" means all uncoated text and book stock including resume paper and Astrobrights text.

## A. Black and White Copies

		Black and White Copies					
		Quantity: 1-999		Quantity: 1,000-9,999		Quantity: 10,000 and above	
Size	Paper Type	Price per Single Sided Impression	Price per Double Sided Impression	Price per Single Sided Impression	Price per Double Sided Impression	Price per Single Sided Impression	Price per Double Sided Impression
1	8.5 x 11 20# Bond - White	0.02	0.04	0.02	0.04	CUSTOM QUOTE	CUSTOM QUOTE
2	8.5 x 11 20# Bond - White, 3-hole Punch	0.03	0.04	0.03	0.04	CUSTOM QUOTE	CUSTOM QUOTE
3	8.5 x 11 20# Colored Bond	0.03	0.06	0.03	0.06	CUSTOM QUOTE	CUSTOM QUOTE
4	8.5 x 11 Uncoated Text, All Types	0.05	0.07	0.05	0.07	CUSTOM QUOTE	CUSTOM QUOTE
5A	8.5 x 11 Dull or Matte Text, 80#	0.10	0.12	0.10	0.12	CUSTOM QUOTE	CUSTOM QUOTE
5B	8.5 x 11 Dull or Matte Text, 100#	0.13	0.16	0.13	0.16	CUSTOM QUOTE	CUSTOM QUOTE
6A	8.5 x 11 Uncoated Cover, 80#	0.10	0.12	0.10	0.12	CUSTOM QUOTE	CUSTOM QUOTE
6B	8.5 x 11 Uncoated Cover, 100#	0.13	0.16	0.13	0.16	CUSTOM QUOTE	CUSTOM QUOTE
7A	8.5 x 11 Coated Cover, 80#	0.35	0.38	0.35	0.38	CUSTOM QUOTE	CUSTOM QUOTE
7B	8.5 x 11 Coated Cover, 100#	0.35	0.38	0.35	0.38	CUSTOM QUOTE	CUSTOM QUOTE
8	8.5 x 11 Carbonless 2-part (Black Imprint)	0.10	0.08	0.10	0.08	CUSTOM QUOTE	CUSTOM QUOTE
9	8.5 x 11 Carbonless 3-part (Black Imprint)	0.15	0.13	0.15	0.13	CUSTOM QUOTE	CUSTOM QUOTE
10	8.5 x 11 Carbonless 4-part (Black Imprint)	0.25	0.23	0.25	0.23	CUSTOM QUOTE	CUSTOM QUOTE
11	8.5 x 14 20# Bond - White	0.02	0.04	0.02	0.04	CUSTOM QUOTE	CUSTOM QUOTE
12	8.5 x 14 20# Colored Bond	0.04	0.08	0.04	0.08	CUSTOM QUOTE	CUSTOM QUOTE
13	8.5 x 14 Uncoated Text, All Colors	0.06	0.08	0.06	0.08	CUSTOM QUOTE	CUSTOM QUOTE
14A	8.5 x 14 Dull or Matte Text, 80#	0.10	0.12	0.10	0.12	CUSTOM QUOTE	CUSTOM QUOTE
14B	8.5 x 14 Dull or Matte Text, 100#	0.13	0.16	0.13	0.16	CUSTOM QUOTE	CUSTOM QUOTE

15A	8.5 x 14	Uncoated Cover, 80#	0.10	0.12	0.10	0.12	CUSTOM QUOTE	CUSTOM QUOTE
15B	8.5 x 14	Uncoated Cover, 100#	0.13	0.16	0.13	0.16	CUSTOM QUOTE	CUSTOM QUOTE
16A	8.5 x 14	Coated Cover, 80#	0.35	0.38	0.35	0.38	CUSTOM QUOTE	CUSTOM QUOTE
16B	8.5 x 14	Coated Cover, 100#	0.35	0.38	0.35	0.38	CUSTOM QUOTE	CUSTOM QUOTE
17	11 x 17	20# Bond - White	0.04	0.08	0.04	0.08	CUSTOM QUOTE	CUSTOM QUOTE
18	11 x 17	20# Colored Bond	0.11	0.15	0.11	0.15	CUSTOM QUOTE	CUSTOM QUOTE
19	11 x 17	Uncoated Text, All Colors	0.11	0.15	0.11	0.15	CUSTOM QUOTE	CUSTOM QUOTE
20A	11 x 17	Dull or Matte Text, 80#	0.12	0.16	0.12	0.16	CUSTOM QUOTE	CUSTOM QUOTE
20B	11 x 17	Dull or Matte Text, 100#	0.34	0.38	0.34	0.38	CUSTOM QUOTE	CUSTOM QUOTE
21A	11 x 17	Uncoated Cover, 80#	0.12	0.16	0.12	0.16	CUSTOM QUOTE	CUSTOM QUOTE
21B	11 x 17	Uncoated Cover, 100#	0.34	0.38	0.34	0.38	CUSTOM QUOTE	CUSTOM QUOTE
22A	11 x 17	Coated Cover, 80#	0.34	0.38	0.34	0.38	CUSTOM QUOTE	CUSTOM QUOTE
22B	11 x 17	Coated Cover, 100#	0.38	0.42	0.38	0.42	CUSTOM QUOTE	CUSTOM QUOTE
23	12 x 18	20# Bond - White	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
24	12 x 18	20# Colored Bond	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
25	12 x 18	Uncoated Text, All Colors	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
26A	12 x 18	Dull or Matte Text, 80#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
26B	12 x 18	Dull or Matte Text, 100#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
27A	12 x 18	Uncoated Cover,80#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
27B	12 x 18	Uncoated Cover, 100#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
28	12 x 18	Coated Cover, 80#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
29	13 x 18	Coated Cover, 100#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE



11A	11 x 17	24# Digital Laser - White	0.42	0.76	0.42	0.76	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
11B	11 x 17	28# Digital Laser - White	0.44	0.78	0.44	0.78	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
12	11 x 17	Uncoated Text, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
13A	11 x 17	Dull or Matte Text, 80#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
13B	11 x 17	Dull or Matte Text, 100#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
14A	11 x 17	Uncoated Cover, 80#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
14B	11 x 17	Uncoated Cover, 100#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
15A	11 x 17	Coated Cover, 80#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
15B	11 x 17	Coated Cover, 100#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
16A	12 x 18	24# Digital Laser - White	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
16B	12 x 18	28# Digital Laser - White	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
17	12 x 18	Uncoated Text, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
18A	12 x 18	Dull or Matte Text, 80#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
18B	12 x 18	Dull or Matte Text, 100#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
19A	12 x 18	Uncoated Cover, 80#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
19B	12 x 18	Uncoated Cover, 100#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
20A	12 x 18	Coated Cover, 80#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
20B	12 x 18	Coated Cover, 100#	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE

## C. Binding

Binding	
	Price per Book
1	Staple Upper Left/Right 0.01
2	Side Stitch 0.02

Prices are for binding only. The price for cardstock covers is listed separately as the price for black and white or color copies on cover stock.

3	Saddle Stitch - Inline, 5.5 x 8.5 Finished Size	0.04
4	Saddle Stitch - Manual, 5.5 x 8.5 Finished Size	0.09
5	Saddle Stitch - Inline, 8.5 x 11 Finished Size	0.04
6	Saddle Stitch - Manual, 8.5 x 11 Finished Size	0.09

D. Envelopes

Envelopes						
All prices are for plain paper, white, gummed flap stock printing only.						
Envelope Size	Price per 50 Full Panel Design Envelopes	Price per 50 Window Envelope (where applicable)	Price per 250 Full Panel Design Envelopes	Price per 250 Window Envelopes (where applicable)	Price per 500 Full Panel Design Envelopes	Price per 500 Window Envelopes (where applicable)
1 #10	CUSTOM QUOTE	CUSTOM QUOTE	\$69.99	\$94.99	\$66.99	\$73.99
2 A2	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
3 6" x 9"	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	\$114.99	CUSTOM QUOTE
4 #9	CUSTOM QUOTE	CUSTOM QUOTE	\$57.99	\$65.99	\$55.99	\$64.99
5 6 3/4"	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	\$74.99	CUSTOM QUOTE
6 5" x 7"	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
7 6" x 9"	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	\$114.99	CUSTOM QUOTE
8 9" x 12"	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	\$130.62	CUSTOM QUOTE
9 10 x 13"	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	\$148.99	CUSTOM QUOTE

E. Lamination Services

Lamination Services		
Thickness	Price per Single Lamination (Letter Size)	Price per Square Foot (Presentation Graphics)
1 3 mil	CUSTOM QUOTE	\$1.49
2 5 mil	\$1.12	CUSTOM QUOTE
3 7 mil	CUSTOM QUOTE	CUSTOM QUOTE
4 10 mil	\$1.87	CUSTOM QUOTE

F. Recycled Content

Recycled Content			
Paper	Total Recycled Fiber Content	Post-Consumer Recycled Fiber Content	Process Chlorine Free? (Yes or No)
1 20# Bond - White	40%	40%	Y
			Additional Information Include Brightness
			92 brightness



2	20# Colored Bond	30%	30%	Y	NA
3	Uncoated Text, All Types	30%	30%	Y	NA
4	Dull or Matte Text, 80#	0%	0%	Y	NA
5	Dull or Matte Text, 100#	0%	0%	Y	NA
6	Uncoated Cover, 80#	0%	0%	Y	NA
7	Uncoated Cover, 100#	0%	0%	Y	NA
8	Coated Cover, 80#	0%	0%	Y	NA
9	Coated Cover, 100#	0%	0%	Y	NA
10	Carbonless 2-part (Black Imprint)	0%	0%	Y	NA
11	Carbonless 3-part (Black Imprint)	0%	0%	Y	NA
12	Carbonless 4-part (Black Imprint)	0%	0%	Y	NA
13	Uncoated Text, All Colors	30%	30%	Y	NA

G. Oversize Copies

Oversize Copies			
Maximum Size	Type		Price per Impression
24 x 36	Staple Upper Left/Right, Black and White		0.01
24 x 36	Side Stitch, Color		0.02
24 x 36	Saddle Stitch - Inline, 5.5 x 8.5 Finished Size, Blueprint		0.04

H. File Copying

File Copying		
Grade	Description	Price per Impression
Grade A	Litigation Standard	0.02
Grade B	Litigation Light	0.02
Grade C	Litigation Medium	0.15
Grade D	Litigation Heavy	0.25
Grade E	Litigation Glass Work	0.25

I. Transparencies

Transparencies		
Size	Type	Price per Impression

1	8.5 x 11	Black and White	0.38
2	8.5 x 11	Color	1.12
3	11 x 17	Black and White	CUSTOM QUOTE
4	11 x 17	Color	CUSTOM QUOTE

J. Tabs

Tabs			
	Type of Printing on Tab	Description	Price Per Tab
1	Black and White, One Side	5 cut standard tabs 9" x 12", 110# white index cover, 3HD w-mylar or no mylar	0.12
2	Black and White, Two Sides	5 cut standard tabs 9" x 12", 110# white index cover, 3HD w-mylar or no mylar	0.12
3	Color, One Side	5 cut standard tabs 9" x 12", 110# white index cover, 3HD w-mylar or no mylar	0.21
4	Color, Two Sides	5 cut standard tabs 9" x 12", 110# white index cover, 3HD w-mylar or no mylar	0.21

K. Optional Binding

Optional Binding			
Prices in this section is for binding only. The price for cardstock covers is listed separately as the price for black and white or color copies on cover stock.			
	Size	Price Per Book	Additional Information
1	Pad	0.45	Any size
2	Pad with Chipboard Backing	0.45	Any size
3	Tape/Thermal Bind - Inline, Small	1.19	1-100 pages
4	Tape/Thermal Bind - Inline, Medium	1.29	100+ pages
5	Tape/Thermal Bind - Inline, Large	1.29	100+ pages
6	Tape/Thermal Bind - Manual, Small	1.19	1-100 pages
7	Tape/Thermal Bind - Manual, Medium	1.29	100+ pages
8	Tape/Thermal Bind - Manual, Large	1.29	100+ pages
9	Spiral/Coil Bind - Small	1.29	1-100 pages
10	Spiral/Coil Bind - Medium	1.40	100+ pages
11	Spiral/Coil Bind - Large	1.40	100+ pages
12	Perfect Binding - 8.5" x 11"	1.05	
13	COMB Binding 1 – 100 pages	1.29	

L. Business Cards

Business Cards
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	Single or Double Sided	Description	Text:	Price per 250 Business Cards (1 Box)
1	Single Sided	4 Color Business Card 80# cover stock, coated	Name, Title, Address, Phone Number, Fax Number, Cell Phone Number, Web Address, Email Address	\$25.00
2	Double Sided	4 Color Business Card 80# cover stock, coated	Name, Title, Address, Phone Number, Fax Number, Cell Phone Number, Web Address, Email Address	\$25.99
3	Single Sided	4 Color Business Card 80# cover stock, uncoated	Name, Title, Address, Phone Number, Fax Number, Cell Phone Number, Web Address, Email Address	\$25.00
4	Double Sided	4 Color Business Card 80# cover stock, uncoated	Name, Title, Address, Phone Number, Fax Number, Cell Phone Number, Web Address, Email Address	\$34.99

## Attachment D – Contractor's Response to Solicitation CT21-13

### 4.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

1. Offeror certifies that Offeror has a minimum of three (3) years of experience providing services of a similar nature to government or large consortium contracts similar to the Master Agreement sought through this RFP.

**Office Depot certifies that it has been providing these services for more than 10 years to government, large consortium, and large commercial customers. Office Depot has been the single awardee of the current State of Utah NASPO contract since 2006.**

2. Offeror certifies that Offeror has a website that contains its product specifications and service options including contact information for order placement, tracking, problem reporting, and billing concerns.

**Office Depot certifies that we have a website that contains the product specifications and service options including contact information for order placement, order tracking, problem reporting and billing concerns plus much more as described in our Technical Response.**

3. Offeror certifies that Offeror can provide the goods and services required in the Scope of Work on a nationwide basis.

**Office Depot certifies that we do provide the goods and services required in the Scope of Work on a nationwide basis and have done so for a number of years.**

4. Offeror certifies that Offeror can accept p cards as an acceptable form of payment without any processing or other related fees.

**Office Depot certifies that we do accept p cards as an acceptable form of payment at the time of billing without any processing or other related fees.**

5. Offeror certifies that there shall be no minimum dollar or item count under the contract.

**Office Depot certifies that there are no minimum dollar or item count under this contract.**

6. Offeror shall upload a completed Attachment D - Cost Sheet.

**Office Depot has uploaded a completed Attachment D – Cost Sheet.**

7. Offeror shall upload a completed Attachment E - Price Sheet.

**Office Depot has uploaded a completed Attachment E – Price Sheet.**

## Attachment B – Background/Scope of Work

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### A. Background

The State of Utah, Division of Purchasing (Lead State) is requesting proposals for Digital Print & Quick Copy Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish a Master Agreement with qualified Offerors to provide Digital Print and Quick Copy Services nationwide. The resultant Master Agreement will replace the current Master Agreement that is expiring with no renewal options.

Office Depot has programs specifically geared to government and, in particular, Federal, State and local government. We have significant experience in implementing and transitioning procurement systems for large-scale State government programs. We are the logical choice, in that our expertise ranges from simple to large scale, complex implementations for States with nearly 50 government districts and over 60 counties, in addition to optional school districts, or other affiliate public agencies. In these instances, we boast an A+-rated Implementation team that possesses the expertise necessary to ensure a seamless transition to the Office Depot website, <https://business.officedepot.com>, or to the numerous ecommerce platforms via third party integrations and punchout solutions. For example, recent projects have included SAP, Coupa, Jaggaer, and an extensive list of others.

During implementation and ongoing, we are the logical choice again in that our customers' choose Office Depot to reduce overall costs, drive continuous improvement, and generate revenue streams. One way we support our Customers is through electronic invoicing and electronic payment, where our AR system information is transmitted directly to the Customer AP system, decreasing the risk of errors that may be caused by data re-entry.

Office Depot customers have a wider range of high quality, eco-conscious office products that can be substituted for traditional products, cleaning or breakroom, etc. These products are equal in performance but save natural resources, conserve energy, or are manufactured in a way that reduce or prevent the emissions of toxic chemicals.

With over 30 years of public institution experience, innovative "customer choice" technology, convenient retail presence and the most knowledgeable and friendly associates to back it up, we are confident our customers' won't find another company who can deliver this type of infrastructure, variety and value. From top-level procurement management for systems of government to managing the thousands of details for affiliate agencies, we have the products, services, and track record to help our customers succeed. Office Depot has a success story for all types of marketplaces.

State Government: \$10.5 million annually in general office supplies, paper, toner, and office furniture. Over 17 years as a customer of Office Depot OfficeMax. Office Depot provides integrated solutions with a wide-range of products and services to realize both bottom line cost savings and reduction of additional soft dollar costs. NASPO Agreement.

State Government: \$22 million annual contract spend and ongoing for the full line of office supplies and related products. Customer since around 1995. NASPO Agreement. Office Depot saves time and money with effortless ordering, world-class customer care and personalized attention.

State Government: \$11-14 million annually in general office supplies, paper, toner, and office furniture. Customer since 1995. Office Depot provides the expertise to drive success with organization-wide control over the entire procurement process.

State Government: \$7 million annually in general office supplies, paper, and toner. Customer since 2006. Assortment includes high quality, eco-conscious office products that can be substituted for traditional office supplies.

Office Depot has built its reputation by serving Federal, State and local government. Office Depot has the infrastructure in place to provide delivery to statewide and rural locations, as well as offer contract pricing at more than 1,150 retail stores nationwide. We focus on partnering with our customers to deliver great service, while reducing total cost of ownership. Unlike our competitors, our proven national infrastructure and cooperative programs have been in place for years. This enables us to provide our government customers with the best programs, systems and experience in the industry at the "last mile". Regardless of size of program or geographical location, our customers have come to expect the same consistent service, wide variety of product and economical pricing that Office Depot delivers.

B. Scope of Work

1. Product and Services Offering

a. Contractor shall provide the following services to Purchasing States.

All services below are available through our on-line ordering platform on the Office Depot proprietary site and are also available through our retail stores network nationwide.

- i. Black and white copies
- ii. Color copies
- iii. Binding
- iv. Envelope
- v. Lamination Services

b. Contractor may provide the following optional services to Purchasing States.

All services below are available through our on-line ordering platform on the Office Depot proprietary site and are also available through our retail stores network nationwide.

- i. Oversize Copies
- ii. File Copying
- iii. Transparencies
- iv. Tabs
- v. Optional Binding
- vi. Business Cards

No two organizations are alike. Together, we will identify how we can meet your Document Management, Print, and Promo needs. With our certified specialists, we will offer tremendous value. We will provide you with available options to accommodate your specific requirements through our:

- ▲ Industry-leading document solutions
- ▲ National network 1,150 Copy Centers
- ▲ Secure closed-door printing facilities and online printing capabilities
- ▲ Thousands of cost-effective marketing tools and promotional products
- ▲ Award-winning customer service

**Copy & Print Depot Services**

Once we understand your unique needs, we will develop a Custom Solutions Plan designed to improve your workplace, and impact your bottom line. Our team becomes an integrated part of your operation as we understand your business to maximize efficiencies, while giving you more alternatives to manage:

- ▲ Document Services

- ▲ Online Services
- ▲ Print Marketing Services
- ▲ Promotional Products
- ▲ Brand Identity
- ▲ Direct Mail

### **Comprehensive Document Services**

Copy & Print Depot™ is your one-stop-shop for document services. Ensure consistency, save time and reduce costs with a single-source solution for all your copying and printing needs:

- ▲ Black & White and Color Copies
- ▲ Presentations & Manuals
- ▲ Flyers, Brochures & Newsletters
- ▲ Forms & Labels
- ▲ Online My Files system
- ▲ Document Shredding Services

### **Finishing Options with an Edge**

Choose from a wide selection of stock, specialty, and recycled paper along with multiple binding and cover options:

- ▲ Binding, collating, cutting, stapling, laminating, mounting, folding, hole punching, kitting, padding, book making, shredding
- ▲ Create, store, manage, share and print documents on demand
- ▲ Get design help and quality results from our knowledgeable sales professionals and print specialists

### **Print on Demand**

Through our Online Print Center, print everything from brochures, manuals and presentations to employee handbooks and catalogs. This is a fully integrated solution through our [business.officedepot.com](http://business.officedepot.com) website. Capabilities include:

- ▲ Preview and proof online
- ▲ Configure documents at the page level
- ▲ Select from dozens of printing and finishing options
- ▲ Receive confirmation within one hour from a certified print specialist
- ▲ Dedicated Call Center support

A web-to-print solution that allows a customer to:

- ▲ Upload a document
- ▲ Assign output configuration
- ▲ Route to an RPF or Office Depot store for print and fulfillment

Types of print include:

- ▲ Copies
- ▲ Manuals
- ▲ Newsletters
- ▲ Legal Briefs
- ▲ Booklets
- ▲ Presentations
- ▲ Flyers
- ▲ Annual Reports
- ▲ Brochures
- ▲ Large format

Office Depot has two fully integrated Print-on-Demand (POD) solutions and one that is partially integrated into our website.

**Fully Integrated Solution:** Online Print Center is a web-to-print Office Depot solution that allows a customer to upload a document, assign output configuration, and route to an RPF or Office Depot store for print and fulfillment. This solution is integrated within with the BSD platform, meaning that on demand print can be added to the same shopping cart as general office supplies. No customer setup is necessary to take advantage of this print functionality, as long as a user has a login to the business website. Some of the most common uploaded documents are Presentations, Manuals, Flyers, Newsletters, Annual Reports, Legal Briefs, Brochures, Booklets and Large Format print.

**My Files** is an Office Depot document management solution that allows a customer to upload and store documents, configure final print and finishing options, and create a document catalog environment for company users to place orders from. This is also an integrated solution on the BSD platform, but it does require a setup process to configure the folder structure of the files that are stored. The most common stored documents are basically the same as listed above.

**Partially Integrated Solution:** We provide a Personalized Print Portal through a third party print vendor where we develop a stand-alone co-branded hosted website. Through a secure login, specific marketing materials are selected and added to a shopping cart and routed to our Regional Print Centers throughout the U.S. for print and distribution. This solution allows for both static and variable data print, as well as the ability to route to over 1,150 retail stores with copy & print capabilities.

### Document Storage Services

Document storage services from Office Depot provide a local and convenient solution for secure offsite paper record storage. Our convenient storage offering, including unlimited on-demand retrieval options, allows businesses to use office space more productively than storing boxes of filing cabinets. We've partnered with Iron Mountain, a leader in information management solutions and the name trusted by more than 95% of Fortune 1000 companies, to protect and store your confidential records. Iron Mountain boasts an unrivaled infrastructure of more than 1,150 facilities, all adhering to key requirements for security, fire safety, and environmental controls. Records in transit are protected by patented security features and tracking, and the intuitive Iron Mountain Connect web portal allows for quick and easy locating and retrieval of information as needed.

Office Depot offers various document storage solutions to fit the size and needs of your business:

- ▲ Store Safe: Basic storage packages for businesses looking to simply store and protect confidential records. Packages include one-time secure pickup and storage of boxed documents at a low monthly subscription price.
- ▲ Store Safe and Access: Storage packages for businesses who, in addition to storing and protecting, need to regularly access their confidential records. Packages include the convenience of unlimited on-demand pickups, deliveries, box retrievals, and refills in a single monthly subscription price.

## 2. Ordering

- a. Contractor must utilize digital printing technology sufficient to ensure adequate servicing of Purchasing State needs. Contractor must maintain, at a minimum, a web site that contains product specifications and service options, the services agreement and a coverage map plus contact information for order placement, tracking, problem reporting, and billing concerns. Contractor must offer a user guide that is readily accessible and meets the approval of the Lead State.

Office Depot offers a fully integrated, real-time, business-to-business website. The site is owned, managed, and maintained by Office Depot. As an E-Commerce pioneer, Office Depot has connected more than 325,500 mid-to-large corporations with over 1,388,000 users. Over 80% of our contract business comes via the internet.



Today's competitive business climate requires efficient, lean operations by doing more with less. The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. With the constant updates/enhancements to the site, Office Depot continually offers added value and convenience with our world class E-Commerce solutions.

Our contract customer website offers the following advantages:

#### Excellent Management Tools:

- ▲ **Dashboard** – Spend analyses tool at your fingertips. Compare month to month spend, User buying behavior, spend by ship-to, or accounting fields such as cost center or department. Data updated monthly to provide rapid response and easy download.
- ▲ **Bulletin Board** – to communicate program information and post your logo
- ▲ **Billing Information** – POD verification, reprints of invoices or packing slips
- ▲ **Set Spending Limits** – create hierarchy restrictions, approvals, workflow process levels
- ▲ **Email Approval Release** – online email approval release (HTML)
- ▲ **Price Verification** – see your contract prices on all items
- ▲ Real-time credit card authorization
- ▲ **Administrator User** – approved management 'super users' have the ability to create and manage user profiles, ship-to's, restrictions, approvals, etc.
- ▲ **Group Login Identities** – optional single login for cost centers, locations, departments, etc.
- ▲ **Core/Contract item identification** -  Best Value  Contract Items icons, Items identified with these icons may be resorted to the top of the search results to help direct users toward your preferred items
- ▲ **Four Accounting Fields** – for customization and identification of cost centers and billing/orders information

#### Easy to Use:

- ▲ **Shopping Lists** – create Corporate-wide and Personal shopping lists
- ▲ **Real Time Inventory** – make informed choices based on real product shipping location inventory
- ▲ **Online Backorder** – backorder information, providing alternative options
- ▲ **Online Returns** – simplest and fastest method available for item pickup and credit
- ▲ **Subscriptions** – Receive products on a recurring basis, frequency cycle options from weekly to every 6 months. —a convenient and personalized way to buy what you want and need. Subscriptions may be quickly and easily cancelled
- ▲ **Order Reminders** – schedule reoccurring or one-time reminders
- ▲ **Future Orders** – flexible delivery dates, or build your shopping cart for later orders
- ▲ **Advanced Search** – narrow your results by product, category, description, use, price, size, etc.
- ▲ **Toner/Ink Find** – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- ▲ **Compare Items** – side-by-side comparisons, describing function, and capabilities
- ▲ **Order Notification** – detailed user information on your approved orders
- ▲ **Live Online Chat** – instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality

#### Many Categories – Huge Selection:

- ▲ **Print on Demand** – download your customized jobs directly on the same site and have them delivered with your supplies

- ▲ **Technology Products** – we offer over 300,000 products from more than 500 manufacturers
- ▲ **Furniture** – we stock over 1,000 furniture items in our warehouses
- ▲ **Janitorial and Breakroom** – hundreds of the most common items you need
- ▲ **Promotional Items** – put your logo/brand or special event information on just about anything
- ▲ **Brand Identity** – download and create your own stationery, or pull from your private warehoused items we have already created

b. Purchasing States may also place orders at Contractor's retail locations.

Yes. Office Depot's Print Services and Solutions offer the State of Utah agencies a differentiated experience through our unique blend of Integrated Content Management and Print Supply Chain capabilities. Office Depot combines the best of our world-class e-commerce platform tools with the supply chain and distribution services our customers have come to expect. We use an omni-channel approach to project management that enables our customers to build a custom set of services to leverage online, onsite, in-store, and call center points of presence to meet specific needs. We feature both "just in time" and pre-planned procurement of integrated print and promotional products including placing order at our retail stores when needed.

In addition, Office Depot's expertise and scale in digital print manufacturing, combined with extensive scale in purchasing print and promotional items, enables us to offer solutions that range from offset forms to on demand programs, to online content presentation. Our dedicated client services team further deepens the fit between the State of Utah agencies content and document needs by assigning a group of dedicated professionals to both design your solutions set and operate each component to the specific needs of your staff.

b. Purchasing States shall place orders directly with Contractor.

Office Depot agrees and provides the ability to place those orders in a manner mutually agreed with the Purchasing States.

c. Contractor must have toll free telephone numbers for use by those Purchasing States located outside of the Contractor's toll free area. This includes both telephone and Facsimile access.

The Customer Care Desks are available by toll-free phone, email, online CHAT, and toll-free fax Monday through Friday between the hours of 8:00 a.m. and 8:00 p.m. EST (CHAT 8:00 a.m. to 11:00 p.m. Eastern Time). We also provide online ordering 24/7/365, which includes many friendly services such as live inventory status, customized shopping carts, full detailed descriptions of products, and variable search parameters.

You can also call us at 888-777-4044, engage us via SMS text message, or email [bsdcustomer@officedepot.com](mailto:bsdcustomer@officedepot.com).

d. Purchasing States may submit print ready files or request basic design assistance.

Office Depot provides optional design assistance when needed and the Office Depot online print center supports the following file formats:

## Online Print Center Supported File Types



Microsoft® Word  
Microsoft® Excel  
Microsoft® PowerPoint  
Microsoft® Publisher  
Adobe® Acrobat PDF  
Adobe® Photoshop  
Adobe® Illustrator  
Visio Files  
Corel® Word Perfect  
Rich Text Format  
EPS, TIFF, GIF, JPG, PNG  
Zip Files

e. After receipt of order, Contractor shall contact Purchasing State by the next business day to confirm specifications of the order and estimated delivery times.

Office Depot understands and will contact the Purchasing State, usually within 2 business hours of order receipt.

f. Contractor shall make every effort to accommodate the deadline request of Purchasing States. Jobs will be completed within a timeframe that meets mutually agreed upon deadlines set at the time of the request was made.

Office Depot understands and agrees. Orders being shipped are automatically routed to an Office Depot Regional Print Facility nearest to the ordering user's shipping address, where they are produced and shipped from in order to save on shipping charges.

- ▲ **In-Store Pickup:** Products with qualifying specifications that are ordered from the portal can be picked up at over 1,150 retail stores.
- ▲ **Regional Print Facilities:** Additionally, Office Depot has six regional print facilities to ensure orders are produced at the closest location to reduce time of receipt of product and cost.

The portal will automatically send notifications for various actions and also support customer branding.

- ▲ Order confirmations
- ▲ Shipping notifications
- ▲ Approval notifications
  - ▲ Administration approval notifications
  - ▲ User approval/denial notifications

g. Turnaround times on copy center projects will depend upon the size and complexity of the request. Standard jobs (duplexed, collated, and stapled) should have a maximum turnaround time of 24 hours.

Office Depot's standard turnaround for digital and offset printing is 5 business days. We will provide our turnaround agreement during the confirmation call after the receipt of the order when we know the scope of the print project.

3. Delivery, Inspection, and Acceptance

a. Delivery

- i. All shipments are to be delivered directly to the ordering department/division address.

Office Depot understands and agrees to deliver directly to the ordering department/division address.

- ii. Packing Label: All shipments must include a packing label that includes, at a minimum, the following information on the outside of the package:

1. Purchasing State
2. Delivery Address
3. Ordering Entity and Floor
4. Contact Telephone Number

Our packing slip contains the following information:

**Header**

- ▲ Order number
- ▲ Delivery center location
- ▲ Route and stop of delivery
- ▲ Order Date
- ▲ Delivery Date
- ▲ Preferred Time of Delivery
- ▲ Sales ID

**Bill-To/Ship-To**

- ▲ Customer billing and shipping address information

**Customer Information**

- ▲ Customer Number
- ▲ Purchase Order Number
- ▲ Release Number
- ▲ Contact Name/Phone Number
- ▲ Department Number
- ▲ Order Comments

**Order Details**

- ▲ SKU/Customer Number
- ▲ Item Description
- ▲ Order Quantity
- ▲ Ship Quantity
- ▲ Backorder Quantity
- ▲ Unit of Measure

- ▲ Unit Price
- ▲ Total Cost
- ▲ Pieces Delivered
- ▲ Customer Copies
  - ▲ Item Totals
  - ▲ Delivery Charge
  - ▲ Sub-total
  - ▲ Sales Tax
  - ▲ Total Order Amount
  - ▲ Balance Due
  - ▲ Signature Block

iii. Packing Slip: All shipments must include a packing slip that includes, at a minimum, the following information:

1. Line item description
2. Quantity ordered
3. Quantity included in shipment
4. Number of parcels
5. Purchase Order/Delivery Order
6. Ordering Entity Name
7. All information included on the packing label.

Office Depot's packing slip includes all the information list in 3.a.ii. above which includes the information requested here.

iv. Partial deliveries may be determined to be acceptable by the Purchasing State. However, payment will not be authorized until the entire order is received.

Office Depot will not invoice/bill any orders until fully shipped.

v. No additional charges as a result of Contractor error shall be incurred by Purchasing State.

Office Depot agrees.

- vi. If Contractor has a store, Purchasing States may elect to pick up orders.

Upon receipt of an order, the RPF will contact the customer for validation and verification of the order and its specifications. Our customer service teams have the ability to schedule a pickup of documents and materials from the customer. Our current service level agreement is that it requires a minimum 3 hour window. (Ex: schedule pick up at 1 PM, documents picked up no later than 4 PM from customer). Pickup at your local Office Depot / OfficeMax Retail Store can also be arranged at that time.

b. Inspection and Acceptance

“Services” as used in this section includes services performed or tangible material produced or delivered in the performance of services.

Acceptance is contingent upon completion of Purchasing State inspection of Services including, but not limited to incorrect quantities, product, random copies, not meeting specifications, damaged in shipping, damaged edges, excess glue, missing pages, damaged covers, trim size, loose covers, pages, and binding, upside down covers or pages, and color match discrepancies. Purchasing State shall report any issues to Contractor within 2 business days of Purchasing State receiving order.

If products or services fail to meet any requirements, Purchasing State may exercise all of its rights. Purchasing State shall have the right to inspect services provided at all reasonable times and places. If any of the services do not conform to order requirements, Purchasing State may require Contractor 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, Purchasing State may:

- i. Require Contractor to take necessary action to ensure that future performance conforms to order requirements, and
- ii. Equitably reduce the payment due Contractor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available at law, or in equity.
- iii. Purchasing State shall be the sole judge in determining “equals” with regard to quality, price, and performance. Purchasing State reserves the right to refuse payment on Contractor invoices for jobs that do not meet submitted criteria.

## REFUNDS AND EXCHANGES

### **Your complete satisfaction is our primary concern.**

At Office Depot, we want to be sure that every purchase is the right one for You. If You are dissatisfied with Your purchase for any reason, You may return most items in their original packaging within 30 days of purchase for a replacement or full refund.

### **Exceptions:**

- Furniture, Computers and Business Machines with accessories in original packaging can be returned within 14 days after purchase for a full refund.
- Opened Computers, Business Machines and Software (with accessories and original packaging) can be exchanged for the same item within 14 days of purchase.
- Cleaning, Sanitation, Breakroom, Safety (including personal protective equipment, masks, face coverings, face shields, gloves, goggles, gowns, thermometers), Facility, and other related products and supplies cannot be returned.
- Headsets, microphones, mice, and keyboards cannot be returned.
- Special Order Products cannot be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as SPECIAL ORDER.

c. All products delivered in poor condition or not ordered may, at the discretion of the Purchasing State, be returned to the Contractor at the Contractor's expense within thirty (30) days. Credit for returned goods must be made immediately.

Office Depot agrees and credit will be provided to the account originally invoiced within 2 to 5 business days.

4. Invoicing

Invoices are to be submitted per order. Invoices are to detail itemization of services and materials, and all costs.

Office Depot will invoice per order with full detail of services and materials and all costs.

5. Data Security, Retention, and Wiping

a. All Purchasing State data will be stored and maintained in data centers in the United States.

Office Depot's data centers are in the USA.

b. Contractor 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.

**Equipment:** All network appliances and servers are deployed in a redundant manner so that there is no single point of failure anywhere within the infrastructure. The network components are Cisco and the servers are all Dell PowerEdge servers each with multi-processors.

**Datacenter:** The datacenter is designed with best practice methodologies including climate control systems, backup generators, video surveillance monitoring combined with badge reader access restrictions, and multiple physical internet access points.

**Network Security:** The network infrastructure is protected on multiple fronts using a combination of Cisco firewalls, Intrusion Detection Systems, and ACL's. The infrastructure has been built to prevent exploitation and covers a wide range of risk areas from denial of service attacks to deliberate hacks for data access.

While most of our business is done digitally, we apply the same security levels to hard copy and physical media data and control them to our company approved security standards.

Office Depot is compliant with the Payment Card Industry Data Security Standard (PCI DSS) as validated by a PCI DSS qualified security assessor (QSA).

- i. Purchasing State may request that files may be retained for future reprints.

Products uploaded on the “My Print Center” tool are not stored. Products are stored on the My Files in the appropriate folder they are placed in and on the CSO site. The files can be stored in the user’s library exclusively or on the site for others to access.

6. Customer Service

- a. Support Personnel- Contractor shall have support personnel adequate to the servicing of the resultant contracts.

Office Depot’s Print Services (Office Depot) will leverage a talented team of dedicated Account Management, Solutions Development, Program Leadership, and Customer Care Professionals in tandem with a nationally scaled Customer Program Web Services and Call Center Organization to ensure the highest levels of satisfaction for State of Utah administrators and constituent stakeholders. This team is part of a National Print Support team dedicated to exemplary service delivery and customer satisfaction. Office Depot takes this two-pronged National-Local approach in order to ensure that all components of State of Utah business have the necessary structure, back-up, and redundancy to handle any and all service situations. Our team members are skilled in all aspects of content management and distribution. Whether the State of Utah requires On Demand, Offset, Promotional Marketing or a combination of all three, our Team has the required expertise to accommodate. In addition, our Customer Program Specialists are skilled in connecting the maximum amount of solutions to State of Utah’s customized web services. These individuals will work closely with our dedicated client services team members to ensure a smooth customer experience on both front end project initiation and back-end service delivery.

- b. Relationship Manager/Lead Representative- Contractor must assign one (1) lead representative for each Purchasing State that executes a Participating Addendum. The lead representative may service more than one (1) Purchasing State of Utah, but multiple lead representatives may not be assigned to a single Purchasing State. Contact information shall be kept current.

Office Depot provides a single point of contact for each Purchasing State and keeps all contact information current and available to all authorized buyers and managers.

- c. Complaint Resolution- Contractor must have in place adequate procedures for addressing and resolving Purchasing States’ problems and complaints -- service, equipment or billing.

Office Depot strives to provide first contact resolution, whenever possible, for all Customer Care inquiries. Over 80% of our contacts are resolved on the initial contact, with most remaining issues resolved within a 24 hour time frame.

There are several levels of problem resolution:

- ▲ Immediate resolution on the first contact
- ▲ Escalation to key support/research teams with final resolution typically provided within 24 hours
- ▲ Mandatory escalation to a supervisor in the unlikely event that multiple calls are made regarding an open incident
- ▲ Office Depot initiates an optional post-contact survey to customers to identify whether we connected, resolved the reason for the contact, and made the end user feel valued. The results of these surveys



are measured and used as a primary KPI for both our Customer Care Professionals and for our overall Customer Care Organization.

- ▲ Customer Care utilizes a robust "closed loop" feedback process whereby we use survey feedback to proactively address identified service opportunities and to recognize/reward Customer Care Pros who deliver outstanding service to our customers.

Issue resolution and problem escalation will be managed through our formal Service Request (SR) process to ensure each issue is documented, tracked, and monitored until resolution. Office Depot's Service Request system is a case management software system that tracks every issue not resolved on the first contact. This system ensures no problem goes unresolved and also helps identify issues and trends, thereby allowing us to proactively identify and address root cause issues.

d. Contractor shall provide each Purchasing State with customer service representatives assigned to handle questions and resolve all problems that arise.

- ▲ **Integrated Client Services**

When it comes to assuring 100% satisfaction, the key is well trained, motivated Associates who fully understand customer expectations. Our full-scale client services team is made up of dedicated account resources and back-up call center specialists. This team works side-by-side with our customers and our business development team to ensure the fit between our client expectations and our service delivery is always tight. Our client services team leverages our comprehensive MIS and order management applications to maintain high touch with each order. Your users and key administrative personnel will be afforded continuous access to professionals who have been trained in the nuances of your needs.

- ▲ **Vertical and Horizontal Application Expertise**

Office Depot Print Services' experience, scale, and scope in key aspects of the public sector organizations is a critical vertical market and area of investment for us. Our customers include many of the largest public sector organizations. Whether we are working to develop forms management programs, marketing campaigns, or training and reference documentation, it is highly likely that the requests coming from State agencies will be similar to ones we have experience in fulfilling. We will continue to pursue a direction focused on public sector customers such as State of Utah as we chart a course for growth through increased levels of service and sophistication.

e. 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 with the exception of Federal holidays.

Office Depot's Print Services (Office Depot) will leverage a talented team of dedicated Account Management, Solutions Development, Program Leadership, and Customer Care Professionals in tandem with a nationally scaled Customer Program Web Services and Call Center Organization to ensure the highest levels of satisfaction for State of Utah administrators and constituent stakeholders. This team is part of a National Print Support team dedicated to exemplary service delivery and customer satisfaction. Office Depot takes this two-pronged National-Local approach in order to ensure that all components of State of Utah business have the necessary structure, back-up, and redundancy to handle any and all service situations. Our team members are skilled in all aspects of content management and distribution. Whether State agencies require On Demand, Offset, Promotional Marketing or a combination of all three, our Team has the required expertise to accommodate. In addition, our Customer Program Specialists are skilled in connecting the maximum amount of solutions to the State of Utah's customized web services. These individuals will work closely with our dedicated State team members to ensure a smooth customer experience on both front end project initiation and back-end service delivery.

f. All service representatives shall have online access to account information and provide a timely response (within 2 hours) to inquiries concerning the status of contract pricing, account and billing questions, and contract compliance requirements. All communications received after 2 PM must be responded to before close of business (5 PM) in the time zone. Communications received after 2 PM must be responded to during business hours no later than 10 AM the following business day.

Office Depot Customer Care Representatives have online access to account information and respond to customer enquiries within 2 local business hours on all subjects.

7. Environmental Capabilities.

a. Contractor shall have the capability to identify products and services that are environmentally conscious.

Our policy aligns directly with our strategy and is designed to ensure implementation: We have a global environmental policy to buy greener, be greener, and sell greener. Central environmental teams initiate, integrate, and communicate environmental efforts, but core functions own the actions as described below:

To buy greener, Office Depot purchasing and merchandising teams work to:

- ▲ Source greener office products for resale
- ▲ Source greener papers
- ▲ Verify product environmental claims
- ▲ Buy greener office products for internal use

To be greener, Office Depot facilities and supply chain teams work to:

- ▲ Reduce our waste footprint
- ▲ Reduce our facilities carbon footprint
- ▲ Reduce our transportation carbon footprint
- ▲ Reduce our water footprint

To sell greener, Office Depot ecommerce, sales, and marketing teams work to:

- ▲ Increase sales of greener products and solutions
- ▲ Increase customer use of product take-back programs
- ▲ Increase customer use of greener purchasing reports
- ▲ We also “tell green” by engaging stakeholders and reporting progress annually.

Office Depot has developed a sophisticated program to monitor, measure, and report the results of our sustainability programs and efforts. At the close of each calendar year, we gather data and metrics to provide transparency around our practices as an organization. Office Depot’s sustainability metrics are reported annually. Please see the link below for the latest copy of our Corporate Sustainability Report: <http://www.officedepot.com/sustainability> .

**Example Environmental Results**

- ▲ In 2019, sales of eco-conscious products were 28% of our total North American sales.
- ▲ Sourced 14,000 products with green attributes in the U.S.
- ▲ Sourced over 15,000 products with recycled/remanufactured content.

- ▲ Recycled over 9 million ink and toner cartridges from customers.
- ▲ Our recycling rate reached 45% of our total waste.

b. Contractor shall have the ability to provide recommendations of equivalent green products.

Office Depot has a large and growing recycling program that has two elements. For our own operations, we have an extensive program covering ink and toner cartridges, paper, cardboard, and tech equipment. For our customers, we currently recycle toner and ink cartridges and technology. We also recommend our customers consider paper and cardboard recycling using services that other companies provide.

Office Depot has found that in the USA most effective GREEN programs are currently focused on purchasing products with GREEN characteristics such as:

- ▲ Being manufactured from recycled materials, partially or wholly;
- ▲ Being manufactured in a process which requires less energy or uses non-toxic materials in the manufacturing process;
- ▲ Being manufactured using non-toxic or easily recyclable materials;
- ▲ Being manufactured from renewable and managed resources such as paper from managed forests;
- ▲ Being supportive of Indoor Air Quality (IAQ) with no toxic emission (inks, furniture, fabrics, wood finishes, etc.);
- ▲ Cleaners that are non-toxic.

Office Depot works closely with its customers who are interested in becoming more GREEN. Our reporting systems will help you determine what you are purchasing and how your GREEN performance is compared to your goals. Each of your locations can be individually tracked so steps can be taken to achieve better compliance with your goals.

c. Contractor shall provide a product's Material Safety Data Sheet and environmental certification document, if applicable.

MSDS can be obtained online at <https://business.officedepot.com> or [www.officedepot.com](http://www.officedepot.com) anytime, or can be requested from your Office Depot account team.

8. Excluded Items include office supplies. Large format, offset and web printing are not included in the scope of this contract. Graphic design is also excluded, but does not include document preparation.

Office Depot understands.

#### C. Pricing

1. Pricing shall exclude sales tax, and shall include all Contractor costs (labor, paper, overhead, profits, shipping, etc.) related to performing the tasks set forth in this solicitation. Purchasing States will not pay for any overages. The expectation is for deliverance of quantities ordered.

Office Depot understands and agrees.

2. Contractor shall not charge prices greater than proposed in the Contractor's Pricing Proposal for products and services provided under this contract.

Office Depot understands and agrees.

D. Contract Requirements

1. Marketing and Implementation

Contractor shall be responsible for marketing and implementation in accordance with each Participating State's internal requirements.

Office Depot will provide marketing materials specific to NASPO outlining program details, offerings, pricing and contact information on the informational website set up specific to the program. These materials will be distributed during training and rollouts as well as on an ongoing basis. All associated account managers will have access to these materials through a dedicated SharePoint web link. The states may also opt in for mass email distribution of said materials if so desired.

2. Contract Manager

- a. Contractor shall provide a Contract Manager as the single point of contact for management of the Master Agreement.

Paul Dobecki is the assigned Contract Manager and the Single Point of contact for NASPO and The State of Utah concerning the Master Agreement.

- b. Contractor shall notify the Lead State in the event of a change in Contract Manager.

Office Depot understands and agrees.

3. Contractor must be appropriately licensed as per the requirements of the Lead State.

Office Depot is appropriately licensed and permitted as per the requirements of the Lead State and all Purchasing States.

4. Purchasing States will have different entities utilizing the goods and/or services provided by the Contractor. Contractor must be able to process multiple individual accounts and unique users within a Purchasing State.

Office Depot has complete and full capabilities to manage and process multiple individual accounts and unique users as required and is currently doing it under current NASPO contracts.

## Attachment C - Technical Criteria

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Each item should be addressed with a response to it. Answers must be in sync with each item. If an item has been answered in another area, please list the location. Describe Offeror's abilities regarding:

### 1. Key Personnel

Identify key personnel who will be responsible for the Master Agreement, including resumes, experience, and expertise for each position or category listed below.

- A. Contract Manager- Contractor shall provide a dedicated Contract Manager with three (3) years' experience managing contracts of a similar nature to manage compliance with the scope and terms and conditions for this contract. Describe in detail the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this solicitation.

Paul Dobecki, Business Development Manager, Graphic Solutions and Print Services.

Paul has been the dedicated contract manager for State of Utah for the past 4 years under the current NASPO agreement. Paul has also been involved in all participating State agencies.

With over 22 years of Office Depot experience and 11 years in the print solutions category.

Jim Slayton, Public Sector Specialist,

Jim Slayton has been the account manager for this account for some years and his experience and expertise has enabled the account to grow in value.

- B. Usage Report Administrator- Individual will be responsible for the mandatory quarterly usage reports.

Jim Slayton, Public Sector Specialist

- C. Sales and Sales Management.

Jim Slayton, Public Sector Specialist

Joseph Eyraud, Director, Strategic Retention

Beth Gray, Vice President, Strategic Retention

- D. Marketing.

Paul Dobecki and the dedicated client services team manages all marketing efforts and State agency contacts

## 2. Website, Online Catalog, and Ordering Capabilities

### a. Website.

- i. Website ease of use, availability, and capabilities such as a customizable dashboard related to ordering. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

Office Depot has a demonstration login. The information is as follows:

- ▲ Type in: <https://business.officedepot.com>
- ▲ LoginName: bid production
- ▲ Password: production
- ▲ Click: Login

Please note: The prices shown under this website do not reflect the prices offered in the proposal.

Office Depot offers a fully integrated, real-time, business-to-business website. The site is owned, managed, and maintained by Office Depot. As an E-Commerce pioneer, Office Depot has connected more than 325,500 mid-to-large corporations with over 1,388,000 users. Over 80% of our contract business comes via the internet.

Today's competitive business climate requires efficient, lean operations by doing more with less. The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. With the constant updates/enhancements to the site, Office Depot continually offers added value and convenience with our world class E-Commerce solutions.

Our contract customer website offers the following advantages:

### Excellent Management Tools:

- ▲ **Dashboard** – Spend analyses tool at your fingertips. Compare month to month spend, User buying behavior, spend by ship-to, or accounting fields such as cost center or department. Data updated monthly to provide rapid response and easy download.
- ▲ **Bulletin Board** – to communicate program information and post your logo
- ▲ **Billing Information** – POD verification, reprints of invoices or packing slips
- ▲ **Set Spending Limits** – create hierarchy restrictions, approvals, workflow process levels
- ▲ **Email Approval Release** – online email approval release (HTML)
- ▲ **Price Verification** – see your contract prices on all items
- ▲ Real-time credit card authorization
- ▲ **Administrator User** – approved management 'super users' have the ability to create and manage user profiles, ship-to's, restrictions, approvals, etc.
- ▲ **Group Login Identities** – optional single login for cost centers, locations, departments, etc.
- ▲ **Core/Contract item identification** -  Best Value  Contract Items  
Icons, Items identified with these icons may be resorted to the top of the search results to help direct users toward your preferred items
- ▲ **Four Accounting Fields** – for customization and identification of cost centers and billing/orders information

### Easy to Use:

- ▲ **Shopping Lists** – create Corporate-wide and Personal shopping lists
- ▲ **Real Time Inventory** – make informed choices based on real product shipping location inventory

- ▲ **Online Backorder** – backorder information, providing alternative options
- ▲ **Online Returns** – simplest and fastest method available for item pickup and credit
- ▲ **Subscriptions** – Receive products on a recurring basis, frequency cycle options from weekly to every 6 months. — a convenient and personalized way to buy what you want and need. Subscriptions may be quickly and easily cancelled
- ▲ **Order Reminders** – schedule reoccurring or one-time reminders
- ▲ **Future Orders** – flexible delivery dates, or build your shopping cart for later orders
- ▲ **Advanced Search** – narrow your results by product, category, description, use, price, size, etc.
- ▲ **Toner/Ink Find** – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- ▲ **Compare Items** – side-by-side comparisons, describing function, and capabilities
- ▲ **Order Notification** – detailed user information on your approved orders
- ▲ **Live Online Chat** – instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality

### **Many Categories – Huge Selection:**

- ▲ **Print on Demand** – download your customized jobs directly on the same site and have them delivered with your supplies
- ▲ **Technology Products** – we offer over 300,000 products from more than 500 manufacturers
- ▲ **Furniture** – we stock over 1,000 furniture items in our warehouses
- ▲ **Janitorial and Breakroom** – hundreds of the most common items you need
- ▲ **Promotional Items** – put your logo/brand or special event information on just about anything
- ▲ **Brand Identity** – download and create your own stationery, or pull from your private warehoused items we have already created

No two companies are alike. Together, we will identify how we can meet your Document Management, Print, and Promo needs. With our certified specialists, we will offer tremendous value. We will provide you with available options to accommodate your specific requirements through our:

- ▲ Industry-leading document solutions
- ▲ National network 1,150 Copy Centers
- ▲ Secure closed-door printing facilities and online printing capabilities
- ▲ Thousands of cost-effective marketing tools and promotional products
- ▲ Award-winning customer service

### **Copy & Print Depot Services**

Once we understand your unique needs, we will develop a Custom Solutions Plan designed to improve your workplace, and impact your bottom line. Our team becomes an integrated part of your operation as we understand your business to maximize efficiencies, while giving you more alternatives to manage:

- ▲ Document Services
- ▲ Online Services
- ▲ Print Marketing Services
- ▲ Promotional Products
- ▲ Brand Identity

▲ Direct Mail

**Comprehensive Document Services**

Copy & Print Depot™ is your one-stop-shop for document services. Ensure consistency, save time and reduce costs with a single-source solution for all your copying and printing needs:

- ▲ Black & White and Color Copies
- ▲ Presentations & Manuals
- ▲ Flyers, Brochures & Newsletters
- ▲ Forms & Labels
- ▲ Online My Files system
- ▲ Document Shredding Services

**Finishing Options with an Edge**

Choose from a wide selection of stock, specialty, and recycled paper along with multiple binding and cover options:

- ▲ Binding, collating, cutting, stapling, laminating, mounting, folding, hole punching, kitting, padding, book making, shredding
- ▲ Create, store, manage, share and print documents on demand
- ▲ Get design help and quality results from our knowledgeable sales professionals and print specialists

**Print on Demand**

Through our Online Print Center, print everything from brochures, manuals and presentations to employee handbooks and catalogs. This is a fully integrated solution through our [business.officedepot.com](http://business.officedepot.com) website. Capabilities include:

- ▲ Preview and proof online
- ▲ Configure documents at the page level
- ▲ Select from dozens of printing and finishing options
- ▲ Receive confirmation within one hour from a certified print specialist
- ▲ Dedicated Call Center support

A web-to-print solution that allows a customer to:

- ▲ Upload a document
- ▲ Assign output configuration
- ▲ Route to an RPF or Office Depot store for print and fulfillment

Types of print include:

- ▲ Copies
- ▲ Manuals
- ▲ Newsletters
- ▲ Legal Briefs
- ▲ Booklets
- ▲ Presentations
- ▲ Flyers
- ▲ Annual Reports



- ▲ Brochures
- ▲ Large format

Office Depot has two fully integrated Print-on-Demand (POD) solutions and one that is partially integrated into our website.

**Fully Integrated Solution:** Online Print Center is a web-to-print Office Depot solution that allows a customer to upload a document, assign output configuration, and route to an RPF or Office Depot store for print and fulfillment. This solution is integrated within with the BSD platform, meaning that on demand print can be added to the same shopping cart as general office supplies. No customer setup is necessary to take advantage of this print functionality, as long as a user has a login to the business website. Some of the most common uploaded documents are Presentations, Manuals, Flyers, Newsletters, Annual Reports, Legal Briefs, Brochures, Booklets and Large Format print.

**My Files** is an Office Depot document management solution that allows a customer to upload and store documents, configure final print and finishing options, and create a document catalog environment for company users to place orders from. This is also an integrated solution on the BSD platform, but it does require a setup process to configure the folder structure of the files that are stored. The most common stored documents are basically the same as listed above.

**Partially Integrated Solution:** We provide a Personalized Print Portal through a third party print vendor where we develop a stand-alone co-branded hosted website. Through a secure login, specific marketing materials are selected and added to a shopping cart and routed to our Regional Print Centers throughout the U.S. for print and distribution. This solution allows for both static and variable data print, as well as the ability to route to over 1,150 retail stores with copy & print capabilities.

### Document Storage Services

Document storage services from Office Depot provide a local and convenient solution for secure offsite paper record storage. Our convenient storage offering, including unlimited on-demand retrieval options, allows businesses to use office space more productively than storing boxes of filing cabinets. We've partnered with Iron Mountain, a leader in information management solutions and the name trusted by more than 95% of Fortune 1000 companies, to protect and store your confidential records. Iron Mountain boasts an unrivaled infrastructure of more than 1,150 facilities, all adhering to key requirements for security, fire safety, and environmental controls. Records in transit are protected by patented security features and tracking, and the intuitive Iron Mountain Connect web portal allows for quick and easy locating and retrieval of information as needed.

Office Depot offers various document storage solutions to fit the size and needs of your business:

- ▲ **Store Safe:** Basic storage packages for businesses looking to simply store and protect confidential records. Packages include one-time secure pickup and storage of boxed documents at a low monthly subscription price.
- ▲ **Store Safe and Access:** Storage packages for businesses who, in addition to storing and protecting, need to regularly access their confidential records. Packages include the convenience of unlimited on-demand pickups, deliveries, box retrievals, and refills in a single monthly subscription price.

Office Depot offers various shredding solutions to fit the size and needs of your business:

- ▲ **In-store Drop-off:** For small jobs, simply place your documents in one of our secure bins at any Office Depot location for scheduled pickup by Iron Mountain.
- ▲ **One Time Pickup:** One-time pickup options start as little as 20 boxes or 1 shred bin and are perfect for office cleanouts or relocations. Simply pay a fixed price and arrange a pickup time for Iron Mountain to securely retrieve and dispose of your documents.

- ▲ **Recurring Pickup:** Recurring packages are available for businesses who need ongoing, verified destruction of sensitive documents. Packages can be tailored to fit your specific needs, starting as little as two bins with weekly, bi-weekly, and monthly pickup options.

- ii. Procedures for ensuring the security of submitted data including, but not limited to:

### **SECURITY SUMMARY**

Office Depot, LLC (“Office Depot”) is committed to creating and maintaining the highest standards of data security. To that end, we have a comprehensive approach to information security and risk mitigation. This includes vigorously protecting customer personally identifiable information (PII) and company confidential information. The following represents key components to our Information Security Program which complies with regulatory requirements and industry standards.

This document should not be considered as all-inclusive as some program practices, documentation and evidence are considered confidential and proprietary to our business.

### **INFORMATION SECURITY POLICIES**

- ▲ Office Depot’s *Global Information Security Policy* and standards are consistent with industry best practices, internationally recognized security standards (e.g., ISO/IEC 27000 and NIST), and are designed to conform to the principles outlined in the Payment Card Industry Data Security Standard (“PCI DSS”) where applicable.
- ▲ The Office Depot *Global Information Security Policy* is documented, reviewed annually and available internally.
- ▲ Information security training and policy recertification is required for Office Depot associates annually.

### **ORGANIZATION OF INFORMATION SECURITY**

- ▲ Office Depot has designated information security staff whose primary responsibility is to manage and enforce information security within the organization. This staff includes a Chief Information Security Officer who governs and leads the Information Security Program.

### **HUMAN RESOURCES SECURITY**

- ▲ Pre-employment background checks are performed on new associates and contractors, in accordance with applicable local laws and are required prior to any access to Office Depot systems or physical locations.
- ▲ Formalized on-boarding and off-boarding processes are in place to timely manage/terminate associate access to Office Depot systems. Office Depot restricts access to computers that contain personal information to only active users and active user accounts.
- ▲ Office Depot associates and contractors are required to adhere to the Office Depot Code of Ethical Behavior.
- ▲ Associates and contractors are monitored for compliance with the Office Depot Global Information Security Policy and may face disciplinary measures for violating the policy.

### **ASSET MANAGEMENT**

- ▲ Office Depot has processes and procedures in place to identify organizational assets and to define appropriate protections for such assets.
- ▲ Office Depot has an *Information Classification Policy* which aligns the handling, storage and destruction of all data, including customer data, based on its sensitivity, classification and any relevant state or federal legal requirements.

## ACCESS CONTROLS

- ▲ Access to confidential and restricted data is approved on a case-by-case basis according to business need / need to know per our *User Account Management Policy*.
- ▲ Access requests must follow the documented on-boarding process and require direct supervisor's approval.
- ▲ Privileged user access is reviewed periodically for necessity and compliance.
- ▲ Office Depot maintains a *Password Policy* that enforces password history, length, complexity and lockout rules.

## CRYPTOGRAPHY

- ▲ Office Depot maintains a key management policy to enforce the confidentiality, integrity and availability of information.
- ▲ Office Depot owned associate laptops maintain full disk encryption.
- ▲ Office Depot safeguards payment card information according to applicable Payment Card Industry Data Security Standard requirements.
- ▲ Office Depot has a data transmission standard which applies to the transmission of any data outside of its' networks, including PII and confidential/restricted information.

## PHYSICAL AND ENVIRONMENTAL SECURITY

- ▲ Access to Office Depot locations (non-retail) are secured through various physical entry controls, which may vary by location.
- ▲ Physical security controls are applied to building area areas that may contain PII or confidential information, which are restricted for general use, and/or are for authorized personnel only through appropriate entry controls.
- ▲ General access/entry points are physically secured through various mechanisms to prevent unauthorized access.
- ▲ Visitors must be escorted by an Office Depot associate while on Office Depot premises.
- ▲ Data center controls are evaluated and audited via the SOC 1 reporting standard.
- ▲ Office Depot information assets are managed and tracked.

## OPERATIONS SECURITY

- ▲ Office Depot employs firewalls and other information technology security devices to separate the Office Depot internal network from the Internet and other third-party networks.
- ▲ Office Depot maintains a patch management program to ensure all relevant security patches are deployed in a timely manner.
- ▲ Office Depot employs current system security agent software, which helps protect against malware, ransom ware and viruses.
- ▲ Office Depot has documented operating and change management procedures.
- ▲ Office Depot utilizes a defense in depth strategy to protect the network and company assets.
- ▲ Office Depot regularly monitors systems for unauthorized use of or access to systems and data.

## COMMUNICATIONS SECURITY

- ▲ Office Depot has policies and procedures in place to prevent loss modification or misuse of information exchanged between parties.

## SYSTEM ACQUISITION, DEVELOPMENT AND MAINTENANCE

- ▲ Office Depot has policies and procedures to ensure information security requirements are part of the system development lifecycle.

## SUPPLIER RELATIONSHIP

- ▲ Office Depot has policies and procedures to ensure that security controls concerning supplier access to the Office Depot information are in place.
- ▲ Office Depot suppliers must agree to adhere to Office Depot *Supplier Guiding Principles*.
- ▲ Office Depot requires suppliers to contractually acknowledge and adhere to the Office Depot *Vendor Information Security Policy* and related standards where applicable.

## INFORMATION SECURITY INCIDENT MANAGEMENT

- ▲ Office Depot maintains a comprehensive security incident response plan and periodically tests the functionality with internal and executive teams.
- ▲ In the event of an incident involving any suspected or confirmed breach of customer information, Office Depot is committed to taking immediate action and initiating appropriate remedial measures to protect the confidentiality and integrity of the information. In the event of such a breach, Office Depot requires documentation of all responsive steps in accordance with its security breach response procedures. Office Depot also requires a post-incident review of the events and any actions taken to change business practices for PII and confidential information.

## BUSINESS CONTINUITY MANAGEMENT

- ▲ Office Depot maintains a comprehensive business continuity and disaster recovery plan / program and tests the plan at regularly scheduled intervals.
- ▲ The *Business Continuity Plan* includes a *Disaster Recovery Plan* for core systems and backups.
- ▲ Office Depot systems and data are backed up on regular intervals. Back up media is stored off-site when appropriate.

## COMPLIANCE

- ▲ Office Depot fully complies with all applicable laws, rules, and regulations pertaining to collection, storage, and destruction of PII and confidential information, including compliance with the Payment Card Industry Data Security Standard where required.
- ▲ Office Depot maintains a PCI DSS *Report of Compliance* (“ROC”) and an *Attestation of Compliance* (“AOC”). A copy of the AOC may be requested through the Director of IT Compliance on an annual basis.
- ▲ The Office Depot Information Security department is responsible for investigating any issues and incidents regarding protection of PII and confidential information.
- ▲ Office Depot maintains a comprehensive global training and awareness program on relevant information security topics and company policies. These policies are reviewed at least annually, or whenever there is a material change in business practices.
- ▲ Office Depot is committed to data privacy and to the protection of personally identifiable information. Please be advised, though, that Office Depot is neither a “controller” nor a “processor” of personal data pursuant to the General Data Protection Regulation (“GDPR”). Office Depot does not maintain an establishment in the European Union (“EU”). Furthermore, Office Depot does not offer goods or services to, or process the personal data of, EU citizens or other individuals located within the EU. For these reasons, the requirements of the GDPR are not applicable to Office

Depot. Notwithstanding the foregoing, please be aware that Office Depot is committed to safeguarding personal data and has implemented industry standard security measures to achieve this commitment.

### THIRD PARTY RELATIONSHIPS

- ▲ Office Depot assesses the risk posture of third-party (external) systems that store, process, or transmit customers' data on these systems.
- ▲ Office Depot periodically reviews security certifications, attestations, and connections with thirdparty systems.
- ▲ Office Depot implements security controls to address the protection and control of customer's data transmitted to third-party systems from the company's network

### INFORMATION NOT DISCLOSED

- ▲ To protect our customer and ourselves, it is against our company policy to publicly release any information that could compromise the security of the Office Depot environment. Therefore, specific details of the following will not be publicly released under any circumstances:
  - ▲ Information security policies, standards, and procedures
  - ▲ Business continuity or disaster recovery plans
  - ▲ Security incident response plan
  - ▲ Network diagrams
  - ▲ PCI DSS Report of Compliance
  - ▲ Specific configurations (operating system, patch levels, software used, firewall rules, etc.) + Names of hardware or software vendors utilized with the Office Depot environment.
  - ▲ Encryption management (algorithms used, key length, key exchange, etc.)
  - ▲ Vulnerability scanning results
  - ▲ Penetration testing results

1. Technologies and procedures that will guarantee document security and privacy.

Strong precautions are taken to protect the information of the users of our Site. When users submit sensitive information via the Site, that Information is protected both online and off-line. The security protocol that we support is 128 Bit SSL Version 3.0.

We take credit card information security seriously and use a variety of technical solutions to make shopping safe at our Site. Furthermore, your information is encrypted and is protected utilizing the industry standard Secure Sockets Layer (SSL) encryption software. While on a secure page, such as our order form, the lock icon on the bottom of Web browsers such as Netscape Navigator and Microsoft Internet Explorer becomes locked, as opposed to un-locked, or open, when you are just 'surfing'.

While we use SSL encryption to protect sensitive information online, we also protect user- information off-line. All of the information of our Site's users, including the sensitive information mentioned above, is maintained in a restricted section in our offices. Only those of our employees who need the information to perform a specific job (for example, our account or Customer Care Professional) are granted access to personally identifiable information. Furthermore, our employees are kept up-to-date on our security and privacy practices.

If you have any questions about the security at our Site, you can send an e-mail to [bsdcustomer@officedepot.com](mailto:bsdcustomer@officedepot.com).

Office Depot direct internet users are provided a unique user id and secret password. Each user's profile may be tailored to specific shipping address(es), billing and delivery information, order size, product limitations and approvals.

## 2. Method to move files from Participating States to on-site or off-site facilities

When you choose Office Depot as a strategic partner for your Design, Print, and Ship services (DPS) you have the advantage of using our online My Files digital storage service at no additional cost. This flexible, web-based repository securely holds all your digital documents in a universal PDF format for quick, clickable ordering.

With My Files, you are able to centrally store company documents for access from multiple locations. When you use this value-added service, the Office Depot "Customer Response Team" creates your company My Files and establishes an administrator profile template. This information is then sent to your attention through automatic email. Through your organization's administrator, you control access to the My Files features, designating users who can download, print, or edit documents.

Your approved users can add, remove, or modify documents any time, day or night, and there are no limits to the number of My Files you can set up. With My Files, your organization efficiently updates printed materials from multiple locations, streamlines document management and controls costs.

For flexibility and easy maintenance, My Files offers three levels of access. Your primary My Files administrator assigns employees you designate to serve as group administrators, file administrators and basic users. A customized My Files enables you to:

- ▲ Reset user passwords to your desired format
- ▲ Store preconfigured documents, already customized by My Files administrators
- ▲ Store un-configured, allowing your basic users to configure their documents to their needs prior to ordering

My Files is a convenient way for your organization to promote consistent use of your brand guidelines and graphic identity. With the Virtual Forms Catalog feature, your administrator creates and posts preconfigured documents that meet specific business rules. Once posted to the My Files, designated basic users can order preconfigured documents in the quantity they need helping your organization better maintain its brand identity.

Whether your organization has multiple offices, remote users, or mobile field staff, My Files helps you control, modify, and distribute documents more efficiently. With My Files, your organization benefits from:

- ▲ Document storage for shared company files
- ▲ Centralized file storage to maintain the integrity of your files and brand identity
- ▲ Reduced print waste
- ▲ Flexibility in updating and editing documents
- ▲ Designated company administrator to manage My Files s and access levels
- ▲ Central location for document printing needs

Office Depot's My Files services can streamline your document processing.

3. Removal of submitted information from systems/equipment once an order has been completed and accepted.

Office Depot removes the file from the machine and retains it in the customer's individual files within our system for 1 year to enable the customer to order additional prints if desired within that time. After that it is removed from the system completely. It is never accessible to any Office Depot employee or anyone else except for authorized customer users.

4. Removal of residual data stored in a machine after that machine is removed from service.

Office Depot removes all residual data stored in a machine when that machine is removed for service.

5. Payment.

Strong precautions are taken to protect the information of the users of our Site. When users submit sensitive information via the Site, that information is protected both online and off-line. The security protocol that we support is 128 Bit SSL Version 3.0.

We take credit card information security seriously and use a variety of technical solutions to make shopping safe at our Site. Furthermore, your information is encrypted and is protected utilizing the industry standard Secure Sockets Layer (SSL) encryption software. While on a secure page, such as our order form, the lock icon on the bottom of Web browsers such as Netscape Navigator and Microsoft Internet Explorer becomes locked, as opposed to un-locked, or open, when you are just 'surfing'.

While we use SSL encryption to protect sensitive information online, we also protect user- information off-line. All of the information of our Site's users, including the sensitive information mentioned above, is maintained in a restricted section in our offices. Only those of our employees who need the information to perform a specific job (for example, our account or Customer Care Professional) are granted access to personally identifiable information. Furthermore, our employees are kept up-to-date on our security and privacy practices.

If you have any questions about the security at our Site, you can send an e-mail to [bsdcustomercare@officedepot.com](mailto:bsdcustomercare@officedepot.com).

Office Depot direct internet users are provided a unique user id and secret password. Each user's profile may be tailored to specific shipping address(es), billing and delivery information, order size, product limitations and approvals.

- b. Reporting Capabilities including examples.
  - i. Adhoc Reports.

General account and order information is available through the Internet for a period of 12 months. Online reporting is available on our BSD Website and is simple to use. This first line of reporting provides immediate access to current data from the last year for the location(s) the user is permitted to view. This

reporting permits, among other things, review of spend for the month or year to compare with your planned budget. Our system provides the ability to:

- ▲ Manage visibility to information based on your user roles
- ▲ Use our Smart Dashboard live online business review tool 24/7/365
- ▲ Create, analyze, and print usage Smart Dashboard screens
- ▲ Manage and control your spending on office supplies and services

During the implementation phase, your Super User will designate those State agency end users who will have access to view your online Dashboard.

Office Depot can easily accommodate your reporting needs. Reports can be sorted up to nine levels using a combination of any of these fields:

- ▲ Customer Number
- ▲ Customer Product Code
- ▲ Customer Department Number
- ▲ Office Depot Product Code
- ▲ Office Depot Catalog vs. Non-catalog products
- ▲ Contract vs. Non-Contract Products
- ▲ End-User Name of Desktop Location
- ▲ Office Depot Merchandise Department
- ▲ Parent Number if usage is rolled up by groups
- ▲ Ship-to or Location Number
- ▲ Ship-to by City, State, or Zip
- ▲ Office Depot Product Categories
- ▲ Purchase Order Number
- ▲ Product Description
- ▲ Contact Name
- ▲ Order Source
- ▲ Customer Size

The report media type delivery can be via paper, online or email (Excel or CVS file).

Formats and reports available include, but are not limited, to the following options:

- ▲ **Usage Reporting**
  - ▲ Item and dollar usage
  - ▲ Descending dollar usage
  - ▲ Descending times item sold
  - ▲ Descending quantity usage
  - ▲ Contract vs. Non-Contract
  - ▲ Customer department number
  - ▲ Desktop location or end-user name
  - ▲ Ship-to or location number



- ▲ **Cost Savings Opportunity Reporting**
  - ▲ Customer product code
  - ▲ Office Depot product code
  - ▲ Office Depot merchandise department
  - ▲ Office Depot product category
  - ▲ Product description
  
- ▲ **Order Method Reporting**
  - ▲ Internet
  - ▲ Fax
  - ▲ Phone
  - ▲ Store Purchasing Card
  - ▲ Procurement Card
  
- ▲ **Distribution Cost Reporting (Average order size)**
  - ▲ Customer number
  - ▲ Ship-to or location number
  
- ▲ **Product Reporting**
  - ▲ Minority products
  - ▲ Recycled products
  - ▲ Manufacturer name
  - ▲ Product description
  - ▲ Unit of measure
  - ▲ Quantity sold for period
  - ▲ Dollar amount sold for period

Our standard reports will be sent to you one to two days after the close of each month. Customized reports will generally be sent to you five to seven days after the close of each month, depending upon level of specialization. We can also work with you to customize various other reports that are required by your company.

ii. Tiered Approval and Tracking.

By selecting the “email confirmation” option during your internet account set-up, the State of Utah can choose to have orders that exceed the users’ personal spending permissions forwarded to their predetermined manager, supervisor, or purchasing agent via email. Each decision maker will then have the ability to review, amend, delete, suspend, or release the order.

The B2B site allows for multi-tiered approval of orders, which includes the ability to route an order to up to 11 total levels. This feature allows Super Users to create workflows for each user for the tiered approval of orders according to pre-assigned dollar limits.

Approvers have the option to “Express Approve” (release) orders directly from the email notification page without having to access the site. Approvers may also assign “Proxy” users to release orders in their absence.

The Order Tracking feature allows you to check the status of orders that have been created and/or submitted to Office Depot. With this feature, you will be able to view the details of all of your Internet orders. You can also retrieve and modify an order if it has not yet been filled and is still in the “Held by Customer,” “Held for Review,” “Held for Restrictions,” or “Waiting To Fill” status.

### **Order Tracking Search Criteria**

You may filter your Order History by Dollar Amount, Order Number, Item Number, Cost Center, PO Number, Release, Contact, Status, Ship-to ID, and Date. Type or select the search parameters to use and click the appropriate arrow. The Order History page reappears with the orders listed by the search criteria you selected. You can sort these orders by clicking any of the column headers.

#### iii. Account Order History.

General account and order information is available through the Internet for a period of 12 months.

Office Depot AR currently maintains a snapshot of weekly customer agings indefinitely in the AR Data Warehouse. The transaction level detail on closed items is maintained online for the current year and 3 fiscal years back. After that, IT moves the data to tape which is stored at Iron Mountain. Archived data can be retrieved as required. AR transactions include invoices, credit memos, payments and adjustments.

Office Depot provides your Order History for a rolling 12 months directly online which includes viewing order history on the web or retrieving reports from Bill Management online. Office Depot archives the order data of each customer for 7 years and will be pleased to provide it upon notice.

#### c. Ordering Capabilities.

##### i. Response time once an order is received.

Each of these ordering methods generates an order confirmation (acknowledgement) which will be provided to the State agency user as follows:

**Website ordering** – The confirmation will appear as the last screen(s) of the online ordering process providing all the information shown on the form below (which can be printed or saved), and the user can also elect to receive an email or fax confirmation if they wish;

**Telephone ordering** – The confirmation will be sent as an email or fax as shown below;

**Fax ordering** – The confirmation will be sent as a fax or email as shown below;

**E-Commerce ordering** – The confirmation will be sent in the format normally used by the E-Commerce system being used;

**EDI ordering** – The confirmation will be sent in the format designated by the system the customer uses;

**Store purchases** – The receipt will show the actual prices charged (the lower of contract price or store price at the time of purchase) and the sales will be on the 12 month online order history and shown in all usage reports;

A sample of an order confirmation follows:

**Thank you for your order!** Please print this page for your records.

[Print This Page](#)

**Your Order Number:** 491357474-001

**Estimated Delivery Date:** 10/08/2009 [View Order Details](#)

You will receive an order confirmation email shortly. Please save this email for your records. Your Cash on Delivery will be charged when the order ships.

**My Account**

- [View Order Details for This Order](#)
- [Print Order](#)
- [View Your Order History](#)
- [View Your Account Information](#)
- [Reorder](#)

Use the links to the left to quickly access information about your account. You may check the status of your order, view the order's details, change the information in your account, or view your previous orders.

**Order Info**

**Account #:** 21217836  
**Your Order Number is:** 491357474-001  
**Cost Center:** BURBANK  
**Desktop:** NIKON  
**Contact:** Contact:BSD REDESIGN USER  
 Contact Phone:(513)319-4099

**Comments**

**Shipping Information**

RR 1 BOX 9  
 BETHANY,  
 IL  
 61914-9701  
 USA



**Payment Info**

Cash on Delivery

**Order Date:** 10/05/2009  
**Delivery Date:** 10/08/2009 08:30 AM - 05:00 PM

**Order Number:** 491357474-001

Description	Your Price / unit	Qty.	Backorder	Total	Comments
Wausau® Extra-Heavyweight Exact® Index Card Stock, 110 Lb., 8 1/2" x 11", Grey, Pack Of 250 Sheets Entered Item # 424134 List Price \$13.99	\$ / each	4	0	\$46.76	

\* Not on GSA Contract

Subtotal:	\$
Delivery Fee:	\$
Discount:	(\$ )
Miscellaneous:	\$
Taxes:	\$
<b>Total:</b>	<b>\$</b>

ii. Turnaround times for orders.

Orders for in-stock items received by 5:00 p.m. local time on a business day via phone/online or by 3:00 p.m. local time by fax will be delivered the next business day between 8:30 a.m. and 5:00 p.m. local time, Monday through Friday, within our local delivery areas. Most furniture items excluded.

iii. Ability to deliver products and services nationally.

Office Depot operates a Business-to-Business Delivery Network that allows us to maintain a local, regional, and national presence. Our delivery network consists of our own trucks, UPS, and contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

Office Depot fills and delivers over 100,000 deliveries a day with an on-time delivery rate of 99% based on reconciled manifests. That accuracy is possible because we have a fully integrated warehousing system and operate our own coast-to-coast distribution and delivery network.

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for in-stock items will be delivered on the promised next delivery schedule for the ship-to location (usually next business day) and the times vary depending on the ordering channel used:

- ▲ Online website ordering, 5:00 p.m. local time
- ▲ EDI ordering, 6:00 p.m. local time
- ▲ Toll-free telephone ordering 5:00 p.m. local time
- ▲ Fax and email orders, 3:00 p.m. Eastern Time
- ▲ Mail orders, 3:00 p.m. Eastern Time
- ▲ Your authorized buyers can purchase items in an Office Depot or OfficeMax retail store at contract any time the store is open

iv. Ability to maintain multiple ship-to locations for orders and billing.

Office Depot's ordering platform maintains all of your ship to locations for ordering and billing. Order history shows each order, each ship to, each buyer, and each invoice. History stays on the platform for 12 months from order delivery.

v. Tracking of orders/status information.

The Order Tracking feature allows you to check the status of orders that have been created and/or submitted to Office Depot. With this feature, you will be able to view the details of all of your Internet orders. You can also retrieve and modify an order if it has not yet been filled and is still in the "Held by Customer," "Held for Review," "Held for Restrictions," or "Waiting To Fill" status.

**Order Tracking Search Criteria**

You may filter your Order History by Dollar Amount, Order Number, Item Number, Cost Center, PO Number, Release, Contact, Status, Ship-to ID, and Date. Type or select the search parameters to use and click the appropriate arrow. The Order History page reappears with the orders listed by the search criteria you selected. You can sort these orders by clicking any of the column headers.

vi. Shipping, Delivery, and Returns

1. Include list of all other companies that will be involved in processing, handling or shipping the product to the Participating State.

Office Depot, without obtaining written consent from Customer, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

Office Depot accepts the responsibility for satisfactory performance of all elements of this handling and shipping process without regard to our choice of the company we have selected to provide those elements. Office Depot is your single point of contact to resolve issues.

2. Provide Offeror's normal turnaround time for different types of orders.

Our standard turnaround for most print jobs is 48 hours plus ground shipping\*. Shipping is next day in most major metro areas. Job size and complexity can vary turn time.

3. Provide Offeror's delivery and packaging policies.

All of our orders are directed to the appropriate box size by our warehouse management system. We instruct the system to leave 15-20% of the carton empty so we can apply dunnage. The air pillows we use can be reused. We use environmentally friendly packing material.

Office Depot is prepared to provide next business day delivery to over 95% of the U.S. We offer you better performance through the three elements to providing next-business-day delivery: Inventory, Order Cut-off times, and Delivery Network.

Our standard turnaround for most print jobs is 48 hours plus ground shipping\*. Shipping is next day in most major metro areas. Job size and complexity can vary turn time.

4. Provide Offeror's cutoff timelines for same day and next day processing/ordering.

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for CPD items will be delivered on the promised next delivery schedule for the ship-to location base on the complexity of the print project and the times vary depending on the ordering channel used:

- ▲ Online website ordering, 5:00 p.m. local time
- ▲ EDI ordering, 6:00 p.m. local time
- ▲ Toll free telephone ordering 5:00 p.m. local time
- ▲ Fax and email orders, 3:00 p.m. Eastern Time
- ▲ Mail orders, 3:00 p.m. Eastern Time

- ▲ Projects can be printed in an Office Depot retail store at contract pricing by your authorized buyers any time the store is open

5. Provide a list of Offeror's print centers.

LOC	Address	City	State	Zip
2920	1595 Heraeus Drive Dock 72	Buford	GA	30518
2921	2500 142nd Ave East Suite 400	Sumner	WA	98390
2922	800 W Bryn Mawr Avenue	Itasca	IL	60143
2943	950 Centerville Road Dock 119	Newville	PA	17241
2956	2230 N Hwy 360	Grand Prairie	TX	75050
2963	3500 E Willow Avenue	Signal Hill	CA	90815

In addition, our network of 1,150 Store locations all have digital print capabilities.

- a. If print center is not located in a Purchasing State's state, indicate where the shipments originate from and what the Offeror's contingency plan is for road closures and delays caused by inclement weather.

Office Depot has the ability, dependent on workload, to shift print jobs to another print center should a particular print center's ability to deliver be negatively affected by weather or other occurrences to meet our customers' schedule when possible. If the customer delivery location is affected we will endeavor to provide delivery at the earliest time available after access can be achieved. We will also be pleased to work with the customer if an alternate delivery location is identified.

- b. Response to emergency orders.

Expedited or rush orders will be shipped in two business days for both offset and digitally printed items.

Emergency orders can also be processed in our local Store locations, depending on size and complexity most orders can be completed same day.

- c. Ability of Participating State to verify that they received contract pricing. Provide a detailed description of the various methods by which a Purchasing State can access product information and pricing to ensure discounts are applied to the contracted items.

The contracted pricing appears on the ordering website and the contract can be reviewed on the State website for items that are priced in the contract. Items that are priced at the time of quote will be at the quoted price presented just prior to the order.

d. Payment methods and invoicing process.

Office Depot can provide you a complete Individual Invoice and Consolidated Billing program on a local, regional, or national level. There are multiple fields that can be customized to accommodate the specific terminology of your order process. Your account can be implemented to require and/or validate specific account information at the time of placing your order. There are different options available depending on whether the billing is in paper or electronic format.

#### Invoice Billing

An invoice is generated for each order placed by your end user. Your invoice can be sent either in daily, weekly, semi-monthly, or monthly intervals directly to the primary address or indirectly to the "Ship-To" location(s). Also, any of the "Header Titles" that are listed under the optional information section can be renamed as necessary. This can be done by paper (all frequencies except daily) or electronic format.

#### Standard information on all invoices:

- ▲ Account Number
- ▲ Order Number
- ▲ Order Date
- ▲ Ship Date

#### Optional information that can be added to the invoice:

- ▲ "Ship-To" ID
- ▲ Department/Cost Center Information
- ▲ PO Number
- ▲ Release Number
- ▲ Desktop Location

#### Media Types Available For Invoice Billing:

- ▲ Paper
- ▲ EDI
- ▲ ePDF
- ▲ eXLS
- ▲ Electronic invoices can be transmitted via email MFT (Managed File Transfer)

#### Consolidated Billing

A consolidated or summary bill is generated for all orders reconciled within a given time period. Your consolidated bill can be sent weekly, semi-monthly or in monthly intervals directly to the primary address or indirectly to the "Ship-To" location(s) by paper or electronically. Summary bills can be sorted, totaled or have page breaks with any of our header options. Also, any of the header titles can be renamed as necessary.

If you select consolidated / summary bill, you must agree to pay the invoice in full. If you have any disputes, you simply need to advise Customer Service or your Sales Rep, who will research and issue a credit memo for valid dispute(s), which will be reflected on the subsequent consolidated / summary invoice. You cannot short or partial pay consolidated / summary invoices.

Monthly frequency requires an annual spend of \$60k or greater, and electronic delivery is preferred.

When you send payment, simply include the consolidated / summary invoice number on your remittance.

**Media Types Available For Consolidated Billing:**

- ▲ Paper
- ▲ ePDF
- ▲ CSV
- ▲ eTXT
- ▲ eXLS
- ▲ Electronic invoices can be transmitted via email or MFT (Managed File Transfer)

Payment Options

Electronic Data Interchange (EDI)

EDI technology has been used since 1989 by Office Depot customers to speed purchasing, invoicing and banking. Typically, EDI systems employed by our customers are often linked directly to corporate accounting systems. EDI users have the option to create their order in an interactive mode using the search and browse capabilities of the Office Depot Internet catalog. After you create the order, it is routed back to your EDI system. There it is converted to the universally accessible ANSI x .12 format before being sent through the standard EDI processing.

E-Procurement Integration

Office Depot processes well over 100,000 orders per week via third party e-procurement platforms. We can integrate through EDI or XML for a dynamic punchout experience. We are one of the largest suppliers on the Ariba network and the Perfect Commerce platform. We have agreements with all of the major players in the third party e-procurement market, including Ariba, PeopleSoft, SciQuest, Oracle, Data Stream, SAP, and more.

Store Purchasing Card (SPC)

We have over 1,150 Office Depot OfficeMax retail stores nationwide. Our national retail program allows our customers to shop at any of our retail locations for emergency, after hour and weekend purchases. Our Store Purchasing Card (SPC) is distributed to authorized users permitting them to make retail purchases in an Office Depot/OfficeMax retail store, while receiving your negotiated contract pricing. Functionality within our network has been developed to provide multiple payment options including: Account Billing Only, Both Account Billing and Other Payment (cash, check or credit card) and Cash, Check, or Credit Card.

Procurement Cards (P-Cards)

Office Depot accepts credit card payments by Visa, MasterCard, or American Express. All Office Depot purchases can be paid with this card, whether by phone, fax, Internet or in-store shopping, including Copy & Print projects. We offer Level II and up to Level III data for procurement card purchases. The details of the Level III data reporting are worked out between our customers and their respective banks. This includes such information as – SKU number, quantity detail, purchase order number, department number, or other specified fields of information.

The customer is required to register each P-Card in order to be offered this service. The registration of P- Cards is done in bulk during contract implementation or on an individual basis when needed and does require an overnight system roll-up process which means there is a one day wait required from registration before the initial use in a Retail Store.



Transactions may be paid via EFT, P-Card Point-of-Sale Purchasing, credit card, or check via electronic and/or mailed invoice (Summary or Standard).

### 3. Products and Services Offering

- a. Breadth of Offering - Describe breadth of digital print and copy service offerings. Offeror 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.

No two companies are alike. Together, we will identify how we can meet your Document Management, Print, and Promo needs. With our certified specialists, we will offer tremendous value. We will provide you with available options to accommodate your specific requirements through our:

- ▲ Industry-leading document solutions
- ▲ National network 1,150 Copy Centers
- ▲ Secure closed-door printing facilities and online printing capabilities
- ▲ Thousands of cost-effective marketing tools and promotional products
- ▲ Award-winning customer service

#### **Copy & Print Depot Services**

Once we understand your unique needs, we will develop a Custom Solutions Plan designed to improve your workplace, and impact your bottom line. Our team becomes an integrated part of your operation as we understand your business to maximize efficiencies, while giving you more alternatives to manage:

- ▲ Document Services
- ▲ Online Services
- ▲ Print Marketing Services
- ▲ Promotional Products
- ▲ Brand Identity
- ▲ Direct Mail

#### **Comprehensive Document Services**

Copy & Print Depot™ is your one-stop-shop for document services. Ensure consistency, save time and reduce costs with a single-source solution for all your copying and printing needs:

- ▲ Black & White and Color Copies
- ▲ Presentations & Manuals
- ▲ Flyers, Brochures & Newsletters
- ▲ Forms & Labels
- ▲ Online My Files system
- ▲ Document Shredding Services

#### **Finishing Options with an Edge**

Choose from a wide selection of stock, specialty, and recycled paper along with multiple binding and cover options:

- ▲ Binding, collating, cutting, stapling, laminating, mounting, folding, hole punching, kitting, padding, book making, shredding

- ▲ Create, store, manage, share and print documents on demand
- ▲ Get design help and quality results from our knowledgeable sales professionals and print specialists

### **Print on Demand**

Through our Online Print Center, print everything from brochures, manuals and presentations to employee handbooks and catalogs. This is a fully integrated solution through our [business.officedepot.com](http://business.officedepot.com) website. Capabilities include:

- ▲ Preview and proof online
- ▲ Configure documents at the page level
- ▲ Select from dozens of printing and finishing options
- ▲ Receive confirmation within one hour from a certified print specialist
- ▲ Dedicated Call Center support

A web-to-print solution that allows a customer to:

- ▲ Upload a document
- ▲ Assign output configuration
- ▲ Route to an RPF or Office Depot store for print and fulfillment

Types of print include:

- ▲ Copies
- ▲ Manuals
- ▲ Newsletters
- ▲ Legal Briefs
- ▲ Booklets
- ▲ Presentations
- ▲ Flyers
- ▲ Annual Reports
- ▲ Brochures
- ▲ Large format

Office Depot has two fully integrated Print-on-Demand (POD) solutions and one that is partially integrated into our website.

**Fully Integrated Solution:** Online Print Center is a web-to-print Office Depot solution that allows a customer to upload a document, assign output configuration, and route to an RPF or Office Depot store for print and fulfillment. This solution is integrated within with the BSD platform, meaning that on demand print can be added to the same shopping cart as general office supplies. No customer setup is necessary to take advantage of this print functionality, as long as a user has a login to the business website. Some of the most common uploaded documents are Presentations, Manuals, Flyers, Newsletters, Annual Reports, Legal Briefs, Brochures, Booklets and Large Format print.

**My Files** is an Office Depot document management solution that allows a customer to upload and store documents, configure final print and finishing options, and create a document catalog environment for company users to place orders from. This is also an integrated solution on the BSD platform, but it does require a setup process to configure the folder structure of the files that are stored. The most common stored documents are basically the same as listed above.

**Partially Integrated Solution:** We provide a Personalized Print Portal through a third party print vendor where we develop a stand-alone co-branded hosted website. Through a secure login, specific marketing materials are selected and added to a shopping cart and routed to our Regional Print Centers throughout the U.S. for print and distribution. This solution allows for both static and variable data print, as well as the ability to route to over 1,150 retail stores with copy & print capabilities.

### Document Storage Services

Document storage services from Office Depot provide a local and convenient solution for secure offsite paper record storage. Our convenient storage offering, including unlimited on-demand retrieval options, allows businesses to use office space more productively than storing boxes of filing cabinets. We've partnered with Iron Mountain, a leader in information management solutions and the name trusted by more than 95% of Fortune 1000 companies, to protect and store your confidential records. Iron Mountain boasts an unrivaled infrastructure of more than 1,150 facilities, all adhering to key requirements for security, fire safety, and environmental controls. Records in transit are protected by patented security features and tracking, and the intuitive Iron Mountain Connect web portal allows for quick and easy locating and retrieval of information as needed.

Office Depot offers various document storage solutions to fit the size and needs of your business:

- ▲ **Store Safe:** Basic storage packages for businesses looking to simply store and protect confidential records. Packages include one-time secure pickup and storage of boxed documents at a low monthly subscription price.
- ▲ **Store Safe and Access:** Storage packages for businesses who, in addition to storing and protecting, need to regularly access their confidential records. Packages include the convenience of unlimited on-demand pickups, deliveries, box retrievals, and refills in a single monthly subscription price.
- ▲ **In-store Drop-off:** For small jobs, simply place your documents in one of our secure bins at any Office Depot location for scheduled pickup by Iron Mountain.
- ▲ **One Time Pickup:** One-time pickup options start as little as 20 boxes or 1 shred bin and are perfect for office cleanouts or relocations. Simply pay a fixed price and arrange a pickup time for Iron Mountain to securely retrieve and dispose of your documents.
- ▲ **Recurring Pickup:** Recurring packages are available for businesses who need ongoing, verified destruction of sensitive documents. Packages can be tailored to fit your specific needs, starting as little as two bins with weekly, bi-weekly, and monthly pickup options.

b. Ability to provide design assistance and file preparation.

Our regional facilities are located throughout the United States to provide complete print solutions. Our core products include business stationery (business cards, letterheads, envelopes, post-it notes, notecards, postcards, etc.), folders, labels, personalized stamps, plastic engraved signs and badges.

By using our fundamental set of tools, Office Depot is able to maintain a 'best-in-class' offering, including: state-of-the-art e-commerce platform, integrated functionality, subject matter expertise at all levels – pre-sales, implementation, customer service and account management. This best-in-class package will help us to analyze <<Client>>'s purchase patterns of printed materials and help you identify your key cost drivers and identify opportunities to reduce your costs. Telling you now, without a history, exactly how we can help you would be presumptuous, but it is not presumptuous to tell you we know, from experience, that we will identify ways to assist you and do it quickly.

The Office Depot online print center supports the following file formats:

## Online Print Center Supported File Types



Microsoft® Word  
 Microsoft® Excel  
 Microsoft® PowerPoint  
 Microsoft® Publisher  
 Adobe® Acrobat PDF  
 Adobe® Photoshop  
 Adobe® Illustrator  
 Visio Files  
 Corel® Word Perfect  
 Rich Text Format  
 EPS, TIFF, GIF, JPG, PNG  
 Zip Files

### c. Billing and Pricing Practices

- i. Billing practices including how billing practices are transparent and easy to understand for Purchasing States.

Office Depot is pleased to offer our Account Billing customers Electronic Billing, a billing solution that offers many immediate benefits to processing billing for Office Depot purchases. Our goal is to provide you, our valued customer, with the billing method that will make managing your payables more efficient.

Electronic Billing is one of the most flexible billing methods available. It can be in one of two categories (or both, if you like):

#### Category 1 – Accounts Payable User Summary

There are two possible formats for this spreadsheet or summary bill document.

- ▲ The spreadsheet option allows you to quickly analyze your billing for the prior period – tell us what you need to see on a spreadsheet from your billing document and we'll send it to you as an easy to read and format ready spreadsheet attachment. We can provide this with either line item detail, or just a summary of the invoice (i.e., purchase order #, invoice date, invoice amount and ship-to location).
- ▲ The printable summary bill copy is an unalterable PDF formatted electronic document that summarizes your purchases at an invoice level for the prior billing period. This means you can electronically store your Office Depot billing for audit purposes, as well as being able to print or route through your organization for approval. It looks just like our paper billing documents.

#### Category 2 – Accounts Payable System Upload

When your office receives invoices from vendors such as Office Depot, what information do you have to key into your Accounts Payable system? Do you ever wish you had time to enter more information for future analysis purposes? Well, let us do the work for you. Just tell us what information you would like to have in your AP system, and we will work with your MIS team to define how you need to receive this information that will automatically load it into your system. This means that you will not have to do data entry whatsoever, and, because the data is flowing straight from our Billing system to your AP system, there will be absolutely no typographical errors.

#### Benefits of E-Billing

- ▲ Eliminates USPS mailing delays and/or lost invoices
- ▲ We can email the invoices to many email addresses

- ▲ 100% data entry accuracy using our AP upload
- ▲ Time and cost savings – what can you do with the time you used to spend managing Office Depot invoices?
- ▲ Easy spreadsheet format for analysis purposes that can be easily forwarded to other organizations who need information!
- ▲ Another option – access invoice information on line if you want to see more details of a particular invoice
- ▲ Customized to your business needs
- ▲ Do you file billing documents? It's significantly cheaper to save electronic documents, and makes retrieval a snap

Sample scenarios to demonstrate how E-Billing can benefit your organization:

### **Scenario 1**

#### **Requirement:**

- ▲ An audit copy for your records
- ▲ Line item detail entered to AP system
- ▲ End users want summary of purchases for analysis

#### **Solution:**

- ▲ We work with your IT team to define and provide a file of all invoices with line item detail
- ▲ We email you a PDF summary bill for audit purposes
- ▲ We email you a spreadsheet of all invoices sorted by location that you can forward to your end users for analysis and approval

### **Scenario 2**

#### **Requirement:**

- ▲ Summary detail entered to AP system (all information provided at time of order)
- ▲ End users occasionally ask for invoice copies for review
- ▲ Paper copy of billing for audit purposes

#### **Solution:**

- ▲ We provide your IT team with a file for upload to your AP system
- ▲ We provide your end users with access to review invoices for their location online
- ▲ We email you a PDF summary bill that can be printed for audit purposes

There are many variations of the requirements that you may have for managing your payables – just let us know what they are, and we'll find the solution just right for you.

### **Electronic Billing Formats**

- ▲ Excel (.xls or .xlsx extension)
- ▲ CSV (if you use another spreadsheet program)
- ▲ PDF (must have Adobe Acrobat – most PCs do. If not, we will provide a link for a free download.)
- ▲ AP System Data Uploads - delivered via email or MFT right to your server
- ▲ Text files – either delimited or fixed length, as your IT team requests

- ii. Without including pricing, describe how pricing will remain competitive over the term of the Master Agreement, if awarded.

The process you have initiated with this RFP is aimed at obtaining a pricing structure that will be attractive to your company, generating savings year over year on an equalized basis, and saving you more money because your buyers are freed from the time consuming task of trying to make sure each item they purchase is the lowest possible price. You will have determined, when this process is done, that you are getting excellent prices every day on those items that account for the vast majority of your spend and your pricing on the balance of the items is dependable and reasonable. Saving ten or twenty cents on a box of paper clips does not generally pay for the effort of cutting the order and processing the bill that is involved.

Office Depot does not provide its contract customers with a price matching agreement because it runs counter to both of our efforts. Our cost of processing the order, because price matching must be done manually, and your cost of having a buyer on the phone for the ordering process both drive up our mutual cost of doing business and defeats the purpose of this whole process.

Office Depot does promise two things, first, when shopping in an Office Depot Retail Store with a Store Purchasing Card or a registered Purchasing Card (Amex, Visa, MC, Discover, etc.) your purchaser will receive the lowest of your contract price or the store price; and, second, your purchasers will spend more money (in time, purchase order generation, invoice handling, and payment handling) than they will save in nearly every case. They may not be aware of all the costs involved, but you are and you know what it costs to deviate from normal processes.

Office Depot recommends you pick the combination of the best offers and supplier capability and then work with them (hopefully Office Depot) as a partner to help you achieve all the savings the contract can provide.

Office Depot has made a commitment to be a major factor in the digital printing business. We have six regional printing facilities – all closed door – for high volume jobs, and over 1,150 walk-in print shops in our retail stores around the USA. This commitment has provided us with a strong market presence and we are growing quickly.

The Office Depot Brand Identity program has evolved from 7 basic products to a broad assortment of 389 items in 4 years. We've been able to expand and enhance the solution due to our customer demand, new technology, and a growing library of best practices. The most recent example is the announcement of the Brand Identity FLEX program, which allows us to print on-demand 1-5 color products at extremely low price points. As a testament to the popularity and to the level which our customers are embracing this offering from Office Depot, our projected five-year growth percentage is over 2,500%.

The digital printing operation is attracting similar customer response, and My Files offers excellent brand protection capabilities for companies with numerous offices. All of these factors allow us to maintain pricing and cost controls as the growth gives us the savings that volume business affords.

#### 4. Customer Service.

- a. Customer service/problem resolution.

Office Depot provides a specific escalation process our customers for any order that does not ship as required. The process starts with our Customer Service team and moves up through two steps to Senior Management. The escalation process provides our customer with a clear method to resolve any issue.

For Print Services, we proactively notify customers if there is a delay in the shipping due to manufacturing problems. For Office Supplies, if an item is not available for next-day shipment the requestor knows immediately online and can decide whether they want to backorder the item and wait for the product to be available, or they can select another similar item.

Office Depot is committed to providing our customers with unprecedented value, selection, quality, and service. We strive to provide a seamless, satisfying shopping experience for all of our customers by anticipating and listening to their needs while passionately delivering on our promises. Failure is never an option as we promise to “wow” on recovery whenever we miss.

Our relationship with our customers is one of partnership, providing state-of-the-art systems, tools and processes while employing exceptional customer care, so our customers can obtain the products, services, and solutions they need in order to grow and succeed.

b. Ability to meet service needs of Purchasing States.

▲ **Online Content Management Systems**

Our online order entry and catalog platforms provide the ability to house specific content in one web experience. On-demand print, warehoused offset forms and promotional products, and various other assets can be housed in an online catalog that enables disparate groups of end-users to purchase those items for easy distribution. Users who want to produce on-demand or ad hoc projects can easily upload files and configure their projects in the same web experience. Website functionality can be arranged and partitioned in various ways based on your specific user needs.

▲ **Integrated Print Supply Chain**

Projects created and purchased through Office Depot Print Services are supported by a multi-dimensional print supply chain infrastructure that seamlessly blends on-demand production and Digital, Offset, and Offset-to-Digital Capabilities with inventory management and distribution. Office Depot Print Services leverages the sophistication and scale of our national warehouse and transportation network to ensure a high degree of quality assurance and on time delivery. Our print supply chain includes:

- ▲ Integration with over 1,150 retail stores and onsite print centers
- ▲ 6 closed-door, digital production manufacturing sites with our warehouse operations
- ▲ 7 strategic print & promo sourcing centers integrated with our warehouse operations
- ▲ 24x7 national customer service and support teams
- ▲ Dedicated client services teams

Our print services are tied together through a comprehensive suite of quality assurance applications that enable us to track and report on projects from inception through fulfillment. Office Depot Print Services leverages our existing CRM applications which seamlessly interface directly into our workflow, order management, and custom reporting capabilities.

▲ **Comprehensive Print & Promo Sourcing**

Our extensive in-house production manufacturing is integrated with seven print and promotional products sourcing centers. These centers are staffed with experienced buyers connected with over 400 key vendor partners. Their job is to leverage Office Depot’s scale and buying power, while partnering with your users to meet specific project and program needs. Through this team of professionals, Office Depot Print Services can produce one-off projects to be “drop-shipped” to end-users, or provide ongoing inventory programs managed as seamlessly as your supplies purchases.

▲ **Comprehensive MIS Reporting Infrastructure**

All of Office Depot Print Services are set up on our comprehensive order management platform, which enables us to track orders from item set-up, to order entry, through fulfillment in real-time. As a result, we are able to track, evaluate, and report on an array of key performance indicators. Critical details such as “On-Time Performance,” “Quality Assurance,” and “Detailed Usage Reports” are wrapped into dashboards that are monitored daily by Office Depot Print Services Management Team. In addition, we are continuously automating key aspects of our workflow in order to drive lean processes throughout, ultimately giving the State of Utah more control over their print production and delivery.

▲ **Integrated Client Services**

When it comes to assuring 100% satisfaction, the key is well trained, motivated Associates who fully understand customer expectations. Our full-scale client services team is made up of dedicated account resources and back-up call center specialists. This team works side-by-side with our customers and our business development team to ensure the fit between our client expectations and our service delivery is always tight. Our client services team leverages our comprehensive MIS and order management applications to maintain high touch with each order. Your users and key administrative personnel will be afforded continuous access to professionals who have been trained in the nuances of your needs.

▲ **Vertical and Horizontal Application Expertise**

Office Depot Print Services’ experience, scale, and scope in key aspects of the higher education industry is a critical vertical market and area of investment for us. Our customers include many of the largest higher education provider organizations. Whether we are working to develop forms management programs, marketing campaigns, or training and reference documentation, it is highly likely that the requests coming from State agencies will be similar to ones we have experience in fulfilling. We will continue to pursue a direction focused on higher education customers such as the University of Utah as we chart a course for growth through increased levels of service and sophistication.

- c. Training instructions for ordering, online ordering, product delivery, product returns, and customer services processes.

Our approach to end-user training and contract awareness incorporates a number of initiatives which include:

- ▲ **On-site Training:** We will schedule training at key locations to brief end users on how to buy office supplies with Office Depot ePurchasing tools.
- ▲ **Website User Guides:** These comprehensive guides will be made available online in Adobe Acrobat PDF format.
- ▲ **Ongoing Support:** Our eBusiness help desks and local customer service teams will be available to all your end users.
- ▲ **Website Tutorials:** We will provide end users with simple-to-use online tutorials to assist them with ordering procedures.
- ▲ **Web Conferencing:** Our eBusiness teams can establish a Net conferencing training service for remote locations as needed.



5. Statement of Experience.

a. Past experience working with the government sector.

Office Depot has become a very successful supplier of office supplies and services to federal, state, and local governments by meeting the very unique requirements of government agencies. For example, Office Depot is The single awardee of the current NASPO agreement since 2006. There are 10 States total who use a participating addendum with this NASPO contract.

- ▲ An approved supplier of AbilityOne/JWOD products
- ▲ An aggressive and successful Tier One and Tier Two partner and promoter
- ▲ Committed to make MWDVE HUB products available to all of its customers
- ▲ A committed supplier of GREEN (environmentally friendly) products
- ▲ Able to provide service through its delivery service and retail stores in all 50 States & Puerto Rico
- ▲ Able to meet the highly varied ordering and paperwork requirements of different agencies
- ▲ Committed to provide the level of customer service that each customer feels is necessary
- ▲ Skilled at operating a secure and safe delivery system
- ▲ Constantly seeking ways to reduce costs
- ▲ Able to report detailed customer purchasing history so informed spend decisions can be made

Office Depot has programs specifically geared to government and, in particular, Federal, State and local government. We have significant experience in implementing and transitioning procurement systems for large-scale State government programs. We are the logical choice, in that our expertise ranges from simple to large scale, complex implementations for States with nearly 50 government districts and over 60 counties, in addition to optional school districts, or other affiliate public agencies. In these instances, we boast an A+-rated Implementation team that possesses the expertise necessary to ensure a seamless transition to the Office Depot website, <https://business.officedepot.com>, or to the numerous ecommerce platforms via third party integrations and punchout solutions. For example, recent projects have included SAP, Coupa, Jaggaer, and an extensive list of others.

During implementation and ongoing, we are the logical choice again in that our customers' choose Office Depot to reduce overall costs, drive continuous improvement, and generate revenue streams. One way we support our Customers is through electronic invoicing and electronic payment, where our AR system information is transmitted directly to the Customer AP system, decreasing the risk of errors that may be caused by data re-entry.

Office Depot customers have a wider range of high quality, eco-conscious office products that can be substituted for traditional products, cleaning or breakroom, etc. These products are equal in performance but save natural resources, conserve energy, or are manufactured in a way that reduce or prevent the emissions of toxic chemicals.

With over 30 years of public institution experience, innovative "customer choice" technology, convenient retail presence and the most knowledgeable and friendly associates to back it up, we are confident our customers' won't find another company who can deliver this type of infrastructure, variety and value. From top-level procurement management for systems of government to managing the thousands of details for affiliate agencies, we have the products, services, and track record to help our customers succeed. Office Depot has a success story for all types of marketplaces.

State Government: \$10.5 million annually in general office supplies, paper, toner, and office furniture. Over 17 years as a customer of Office Depot OfficeMax. Office Depot provides integrated solutions with a

wide-range of products and services to realize both bottom line cost savings and reduction of additional soft dollar costs. NASPO Agreement.

State Government: \$22 million annual contract spend and ongoing for the full line of office supplies and related products. Customer since around 1995. NASPO Agreement. Office Depot saves time and money with effortless ordering, world-class customer care and personalized attention.

State Government: \$11-14 million annually in general office supplies, paper, toner, and office furniture. Customer since 1995. Office Depot provides the expertise to drive success with organization-wide control over the entire procurement process.

State Government: \$7 million annually in general office supplies, paper, and toner. Customer since 2006. Assortment includes high quality, eco-conscious office products that can be substituted for traditional office supplies.

Office Depot has built its reputation by serving Federal, State and local government. Office Depot has the infrastructure in place to provide delivery to statewide and rural locations, as well as offer contract pricing at more than 1,150 retail stores nationwide. We focus on partnering with our customers to deliver great service, while reducing total cost of ownership. Unlike our competitors, our proven national infrastructure and cooperative programs have been in place for years. This enables us to provide our government customers with the best programs, systems and experience in the industry at the "last mile". Regardless of size of program or geographical location, our customers have come to expect the same consistent service, wide variety of product and economical pricing that Office Depot delivers.

- b. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

Office Depot has never declared bankruptcy.

Effective June 30, 2020, Office Depot, Inc. merged with and into Office Depot, LLC. All assets, obligations, contracts, and employees of Office Depot, Inc. are now held by Office Depot, LLC as "successor in interest by merger." All officers of Office Depot, Inc. have been appointed officers of Office Depot, LLC and maintain the same titles.

Also as of June 30, 2020, Office Depot, LLC became a subsidiary of The ODP Corporation, a publicly-traded holding company. No further changes are anticipated.

Office Depot does not believe there have been any material changes in operating performance or financial position that would impact the services offered.

We are not aware of any current investigations that could affect our capability to service any contracts we currently hold or may be awarded.

- c. Approximate dollar value of the business' five (5) largest contracts in the last three (3) years, under which the Offeror provided services similar in size and scope to those required by this solicitation.

Office Depot does not publish this information as a public stock company.

d. Customer Service Experience

- i. History of meeting the shipping and delivery timelines.

Office Depot delivered on or before the promised delivery date nationwide in 2019 more than 99% of the time.

- ii. Average Fill Rate

Our standard turnaround for most print jobs is 48 hours plus ground shipping\*. Shipping is next day in most major metro areas. Job size and complexity can vary turn time. Our fill rate on print projects is nearly 100% as quoted. Large projects may have interim print quantity dates.

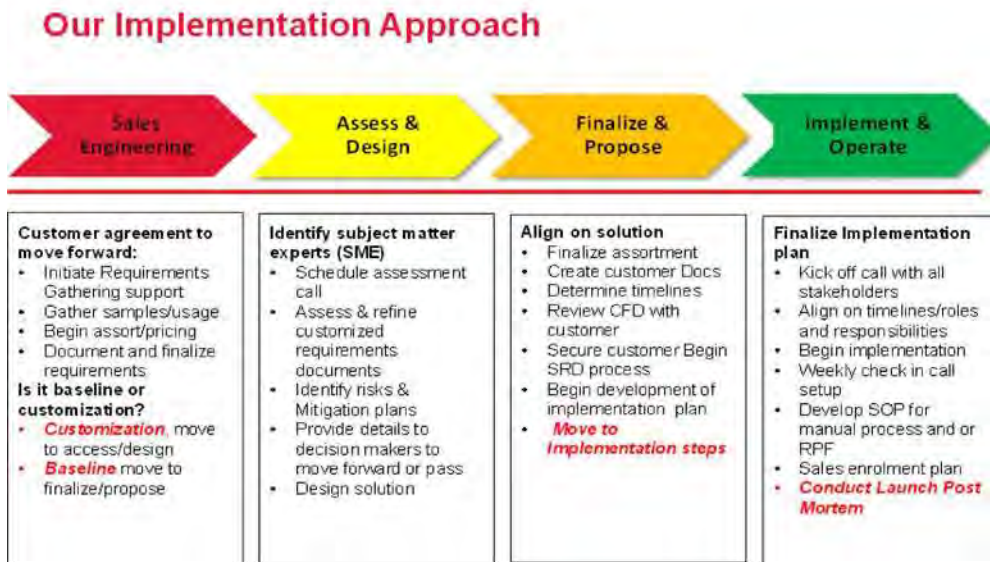
- iii. Average on time delivery rate

Office Depot delivered on or before the promised delivery date nationwide in 2019 more than 99% of the time.

6. Marketing and Implementation

- a. Customer transition.

When it comes to both the initial Project Launch, as well as, the ongoing development of complex solutions, Office Depot leverages a skilled team of Solutions Engineers who are skilled in all aspects of Project Management. Upon award of your partnership, an individual from this team of professionals is immediately assigned to the State of Utah. From contract signature through all T-minus gateways, this Project Manager is on point to ensure that absolutely all of your requirements are documented to their fullest. Once this is accomplished, their task shifts to managing all aspects of Program Communication and Coordination for our cross-company workgroups. They will organize key milestones, weekly update calls, and daily development activities. This dedicated Solutions Engineer and Implementation Specialist will be the single gateway for the State of Utah and Office Depot to leverage towards tight communications. The diagram below illustrates the general process we use:



- b. Implementation Plan including a description of rollout materials and a description of the methodology (mailings, meetings, seminars, and press releases).
  - i. Identifying contracting personnel who will assist states with the completing and processing of Participating Addendums.

The Office Depot Sales Representatives who will assist States with completing and processing of Participating Addendums are:

Jim Slayton and Paul Dobecki

- c. Additional marketing after initial rollout has been completed including sample rollout and marketing materials.

As a key element of your Implementation Plan, a comprehensive communication and marketing plan will be released to all prospective participating States announcing the program, highlighting the benefits and providing instruction. The customized roll out package can be delivered in a variety of formats and can include how-to guides, catalogs, order forms, contact information, samples, and on-site courses, depending upon each State's needs. Some of tools we would recommend as a part of the roll out process include:

- ✦ User Guides
- ✦ Welcome Letters
- ✦ End-User Training
- ✦ Lunch & Learns

7. Nationwide Coverage

- a. Number and location of service centers in each Participating State including a map that indicates the number and type of sales, support personnel or other resources that will be employed to service the contract and hours of operation.

Office Depot owns and operates 25 distribution centers nationwide. These distribution centers have a state-of-the-art Warehousing System. We also operate 6 closed door regional print centers in the USA. In addition, we have many Business Solutions Division sales office locations nationally to service all of your Account requirements. Below we have listed all of our distribution centers and sales locations by State and City. Our distribution center locations are *italicized*. Print Centers have an \*.

<b>ALABAMA:</b> Birmingham	<b>MINNESOTA:</b> <i>Plymouth (Minneapolis)</i>
<b>ALASKA:</b> <i>Anchorage, Fairbanks, Juneau</i>	<b>MISSOURI:</b> St. Louis
<b>ARIZONA:</b> <i>Phoenix, Tucson</i>	<b>NEBRASKA:</b> Omaha
<b>CALIFORNIA:</b> Atascadero, Bakersfield, Burbank, <i>Fremont</i> , Fresno, Inland Empire, Los Angeles, North Coast, Sacramento, San Diego, San Francisco, * <i>Signal Hill</i> , Stockton	<b>NEVADA:</b> Las Vegas, Reno

<b>COLORADO:</b> Colorado Springs, <i>Denver</i>	<b>NEW JERSEY:</b> Clifton
<b>CONNECTICUT:</b> Farmington	<b>NEW MEXICO:</b> Albuquerque
<b>FLORIDA:</b> Ft. Lauderdale, Jacksonville, <i>Orlando</i> , Tampa, <i>Weston (Ft. Lauderdale)</i>	<b>NEW YORK:</b> New York City, Rochester, Long Island
<b>GEORGIA:</b> Atlanta, <i>*Buford</i> , Norcross	<b>NORTH CAROLINA:</b> Charlotte
<b>HAWAII:</b> <i>Hilo, Kahului, Lihue, Waipahu,</i>	<b>OHIO:</b> <i>Cincinnati, Cleveland, Columbus</i>
<b>ILLINOIS:</b> <i>*Itasca</i> , Chicago	<b>OKLAHOMA:</b> Oklahoma City, Tulsa
<b>INDIANA:</b> Indianapolis	<b>OREGON:</b> Portland
<b>IOWA:</b> Des Moines	<b>PENNSYLVANIA:</b> <i>Bristol, *Newville, Trevoise, Pittsburgh</i>
<b>KANSAS:</b> Lenexa, <i>Edwardsville,</i>	<b>Puerto Rico:</b> <i>Carolina</i>
<b>KENTUCKY:</b> Louisville	<b>TENNESSEE:</b> Nashville
	<b>TEXAS:</b> Austin, <i>*Dallas</i> , El Paso, Fort Worth, <i>Houston, San Antonio</i>
<b>MARYLAND:</b> Baltimore/Washington D.C./Virginia, Jessup	<b>VIRGINIA:</b> Falls Church, Norfolk, Sterling
<b>MASSACHUSETTS:</b> Marlborough	<b>WASHINGTON:</b> <i>*Kent</i> , Seattle
<b>MICHIGAN:</b> Detroit, Grand Rapids	<b>WISCONSIN:</b> Milwaukee

- b. NASPO ValuePoint, Participating States, and Purchasing States reserve the right to competitively solicit for additional sources for commodities during the contract term, where deemed to be in the best interests of the Participating State(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation. Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that State.

Office Depot understands.

- c. Emerging Small Business (ESB), Minority Business Enterprise (MBE) Veteran Owned, and Disabled Veteran Owned business.
- i. Some Participating States may desire to purchase services from ESB/MBE/WBE/V/DV companies to meet participation goals or requirements. Some Participating States may or may not have an ESB/MBE/WBE/V/DV program and therefore each state will integrate this into its Participating Addendum, if applicable. In some Participating States, to qualify as an ESB/MBE/WBE/V/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 two years. Please explain how the Offeror will provide opportunity for, ESB/MBE/WBE/DV companies. THIS ITEM IS NOT SUBJECT TO SCORING.

Office Depot is not in any of the above categories because we are a large company. We do offer paper from businesses certified in some of the categories and we do have print suppliers for services we do not offer that are certified in some of the categories. We will be pleased to discuss any of those however the customer must understand that the pricing may be somewhat different because many of those companies have a different expense base.

8. Value Add: Other Offeror programs, capabilities, and product characteristics that provide additional value or administrative pricing savings to the Participating States.
  - a. Include any additional products and/or services not included in the scope of the solicitation that Offeror believes will enhance and/or add value to this contract for Participating States. Offeror must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and the State of Utah reserves the right to reject any value add products or services, which it deems to be unrelated to the scope of this RFP.

## DIGITAL PUBLISHING

Office Depot Digital Publishing instantly transforms content or media into interactive articles. Hosted in the Cloud and delivered as an app or web-based content, the articles or media is “responsive,” adjusting to the viewing device, whether it be mobile, tablet or desktop for the optimum audience experience.

Office Depot Digital Publishing has been designed for accessibility according to the Web Content Accessibility Guidelines (WCAG) in Title III of the Americans with Disabilities Act. To meet these guidelines, Office Depot’s Digital Publishing automatically provides audio, video, and text alternatives for all projects.

Office Depot Digital Publishing offers a user-friendly dashboard where multiple people can collaborate, design, edit, update and distribute instantaneously.

Drive reader engagement with video and visual treatments, plus measure success with powerful analytics that help you enable data driven decisions. Flexible and easy to implement and it works with your existing platform.

Additional features:

- Office Depot Digital Publishing instantly transforms any type of content or media into interactive articles. PDFs Web-feeds, video and, other sources
- Options for monetization through building in advertising and sponsorship opportunities
- To better understand how users read and respond to content, Office Depot Digital Publishing provides an analytic dashboard with key performance indicators. Tracking reader behavior, level of interest in topics and specific content popularity can empower content creators, helping them to make educated decisions about future content and business opportunities.

Standard reporting:

- Total Content Views Over Time
- Most Popular Content
- Readers by Device Type

- Readers by Platform
- Readers by Operating System
- Readers by Region

Office Depot Digital Publishing Background: Transform. Enrich. Share.

As the world becomes increasingly reliant on online resources for information, we offer Office Depot customers digital publishing capabilities that help them leverage their collateral online to maximize their marketing investments. The finished documents are interactive, display dynamically across devices, and deliver content that is complementary to print. Customers are able to reach audiences efficiently and affordably allowing them to allocate resources to other objectives.

To utilize a variety of media platforms and create a framework for organizing and presenting content, Office Depot is combining print with digital publishing to write the next chapter in content creation and audience engagement.

Office Depot Digital Publishing: a flexible, modular framework that brings together documents, branded materials, rich media, and publications into one virtual library. Powered by the digital publishing group at GTxcel, Digital Publishing is accessible and responsive to the tablet, computer or cell phone. A dynamic solution for all business segments, this technically advanced platform is a user-friendly way to increase engagement through multiple touch points while gaining more control over production and distribution costs.

The Analytics Dashboard. The Office Depot Digital Publishing platform includes custom analytics for deeper insights into reader engagement. As part of the content creator's dashboard, the "Analytics" button redirects to the analytics section which is organized in modules and tabs, relating to specific metrics.

Digital Publication applications that work well

- Annual reports
- Brand messaging
- Business briefs
- Catalogs
- Corporate communications
- Customer communications
- Magazines
- Marketing materials
- Newsletters
- Newspapers
- Reference materials
- Sales brochures
- Surveys
- Training manuals
- Whitepapers
- Yearbooks

When to use print? Use for items where the following is required:

1. Uninterrupted, captivating reader experience
  - a. This means that there are no distractions for a reader that is committed to finishing an article. Once they start reading, there are no other bits of news, auto-playing videos or pop-ups taking the spotlight off the article. A reader's full attention is oriented to specific content, guaranteeing greater engagement and absorption of the information.

- b. Keeps readers engaged longer and they show greater emotional response and memory for adjacent media advertisements.
2. Higher conversion on marketing efforts (direct mail, marketing materials)
3. Print stimulation of reader senses using tactile options to draw attention and focus
  - a. Raised print
  - b. Different gloss levels
  - c. Substrates
  - d. Coatings
4. Complex information is also better absorbed in print
  - a. People need to locate themselves in the text when looking at complex ideas – and that's much easier to do in print than in digital.
  - b. The tangibility that print has to offer also makes readers pay more attention to the content than digital does. This is because readers have to actively engage with printed content to read it – they have to pick up the content, hold it and read it. With digital content, they can passively scroll through it, without having to focus too much.
5. Great for reinforcing and setting brand standards
6. Providing notification and required information for people in centralized, physical locations
  - a. Minimizes the occurrence of missed messages or data due to device rendering
  - b. Great for compliance when notification or posting of information is required

When to use digital publishing? Use for items where the following is required:

1. Cost savings
  - a. Lower cost in creating
  - b. Lower cost in editing and versioning
  - c. Reducing warehousing cost and quick elimination of obsolete content
2. Speed in creation
  - a. Helps in creating content that is relevant for recent trends or events and lets customer get to market faster
  - b. More adaptable
3. Greater reach to customers in ways they prefer to consume content
  - a. More content consumed **digitally** on multiple devices due to the convenience factor of viewing whenever and wherever desired
4. Constant exposure
  - a. Digital ads are visible 24/7
5. Variety of ways to engage



- a. Digital allows video, animation, podcasts and other rich media for the reader to interact with the content, enticing readers to dig more deeply and keep coming back for related information
6. Faster, seamless experience in driving CTA
  - a. Readers can view the message and immediately follow up (sign up for account, make a purchase, visit a site for more information)
7. Geo targeting and greater segmentation
  - a. Variability in messaging; more effective in reaching the right audience in driving CTA for all materials, whether marketing or informational
  - b. Personalization
8. Tighter metrics and analysis
  - a. Deeper view in engagement and interaction, which allows for further monetization
  - b. Real time analytics
- b. All products or services offered in this section are subject to the same requirements as products or services offered in Attachment B

Office Depot understands.