

## ADDENDUM NO. 1

State of Florida  
Department of Management Services

### INVITATION TO NEGOTIATE (ITN) No. 618-001-10-1 Office and Educational Consumables April 12, 2010

Please Note: This Addendum No. 1 does not need to be returned with the Response.

The following ITN Sections 1.5 Schedule of Events and 5.5 Liquidated Damages are replaced in their entirety with the sections below. Additionally, Section 5.14 Best Pricing Comparison has been added to the ITN as described below.

#### Section 1.5 - Schedule of Events

The table below contains the intended schedule of events for this solicitation.

Events	Event Time (EDT)	Event Date
Issue the Office and Educational Consumables ITN/ Solicitation Preview Period Opens in the MFMP Sourcing Tool		March 31, 2010
<b>Pre-Bid Conference (Not Mandatory)</b> Betty Easley Conference Center RM 152, 4075 Esplanade Way, Tallahassee FL, 32399, For a map go to: <a href="http://fcn.state.fl.us/dms/dbc/facilities/maps/CCOC%20Map%20August%202005.pdf">http://fcn.state.fl.us/dms/dbc/facilities/maps/CCOC%20Map%20August%202005.pdf</a>	2:00 PM	April 26, 2010
Questions from Respondents Due / Bid Opens for Responses	2:00 PM	April 30, 2010
Post Responses to Respondents' Questions		May 7, 2010
<b>Responses Due</b>	2:00 PM	May 14, 2010
Public Meeting for Promotion to Negotiation	2:00 PM	June 7, 2010
Post Notice of Intent to Negotiate		June 8, 2010
Begin Negotiation Session(s)		June 14, 2010
Best and Final Offers Due	2:00 PM	June 29, 2010
Public Meeting – Recommend Award	2:00 PM	July 12, 2010
Post Notice of Intent to Award		July 13, 2010
Award Contract		July 15, 2010

#### Section 5.5 – Performance Assurance

The Respondent is required to meet the performance standards for Delivery Timing, Order Accuracy and Order Completeness/Fill described in Section 6.3.1, Q2. Failure to meet the performance standards specified will result in the specified damages to the State as shown in the chart below. On the 15<sup>th</sup> of the month following the month being reported, the Respondent shall submit a report to the Contract Administrator containing the information required in Section 6.3.1, Q2. Performance Assurances, if applicable, will be paid via check or money order made out to the Department of Management Services in US Dollars within 30 days after report submission. These damages are assessed for failures over each 12 month period beginning with the first full month of contract performance and every 12 months thereafter.

Item	First Failure	Second Failure	Third Failure	Fourth Failure	Fifth Failure*	Each Additional Failure
Submit Report	\$0	\$500	\$500	\$1,000	\$2,000	\$3,000
Delivery Timing – less than 95% on time	\$0	\$0	\$1,000	\$1,000	\$2,000	\$3,000
Order Accuracy – less than 98% of items delivered are accurate	\$0	\$0	\$1,000	\$1,000	\$2,000	\$3,000
Order Completeness/ Fill – less than 95%	\$0	\$0	\$1,000	\$1,000	\$2,000	\$3,000

\*Note: If respondent fails to meet the performance standards 5 or more times in a 12 month contract period, the State shall have grounds to initiate contract breach and termination proceedings.

#### **Section 5.14 – Best Pricing Comparison**

Contractor represents that the Customer's pricing under this contract as offered for its aggregate spend during the prior twelve month period is less than the annual aggregate spend under any other state, regional or local government contract or public sector national or multi-state cooperative agreement or program held by the Contractor ("Comparison Contract"). For purposes of this Best Pricing Offer, "Comparison Contract" is defined as a contract that does not exceed 120% of the annual aggregate spend of this contract and has substantially similar items or services that are purchased under similar terms and conditions to this contract. If during the term of this contract, Contractor becomes aware that its pricing for Customer's aggregate spend under this contract is higher than it would be under a Comparison Contract, the pricing structure of the Comparison Contract will be offered to the Customer. If during the term of this contract the Customer becomes aware of or has a concern that its pricing for Customer's aggregate spend under this contract is higher than it would be under a Comparison Contract, the Customer may request an aggregate price comparison analysis of this contract against the Comparison Contract.