DATE: March 5, 2009
TO: All Prospective Bidders
FROM: Sharon Quinn
RE: UMBC Janitorial Supplies – BC-20604-Q
     ADDENDUM # 1

The following amends the above referenced Bid documents. Receipt of this addendum must be
acknowledged by completing the enclosed "Acknowledgement of Receipt of Addenda" Form
and submitting it along with the Bid Price Sheet you return to the University.

The due date and time for the Bid to be submitted to the University remains as **Wednesday, March 11, 2009 by 2:00 p.m. to the issuing office.**

A. The following questions have been submitted to the University for a response:

1. **QUESTION:** For the Large Trash Bag Liners do you mean 45” x 41”?
   
   **ANSWER:** No, the University is specifying 40” x 53”.

2. **QUESTION:** Regarding the paper dispensers on Campus, how many are on campus? Did UMBC pay for them or are they installed at no charge?
   
   **ANSWER:** There is currently a lease arrangement for the paper dispensers which the current vendor is handling. The successful firm from this solicitation will have to coordinate with them to pick-up the Lease Agreement with Georgia Pacific.

3. **QUESTION:** On the soap three brands are specified. Are any other manufacturers acceptable?
   
   **ANSWER:** Yes, per Exhibit-1 of the Bid Documents, samples must be provided and accepted by the University before the Bids are due.

4. **QUESTION:** Is it possible for us to state a minimum amount of cases per shipment?
   
   **ANSWER:** No, this is contract is on an “as-needed” basis only.

5. **QUESTION:** Can we provide pricing for just one item, or do we have to bid all of them?
ANSWER: The University prefers one full-service vendor to provide all of these products, but we reserve the right to split the awards based on what is most advantageous to the University.

6. QUESTION: On the 800 mil soap can we bid an alternate? Should we put it on a separate sheet of paper?

ANSWER: Please refer to the answer in Question # 3 above. If this product is accepted by the University the pricing should be placed a separate sheet of paper with a note on the Bid Price Form.

B. On “Exhibit-2”, the Bid Price Sheet, on page 1, under Item #1-Paper Towels-Georgia Pacific REVISE the “Estimated Quantity” to “1,000 Cases”.

C. On “Exhibit-1”, “Scope of Services”, ADD, “#6. Price Adjustment: The successful vendor will be allowed to request an adjustment in their pricing every six (6) months given that these items are considered highly volatile in the marketplace. However, all requests must be accompanied by documentation that their pricing has been increased by their supplier. If this documentation is not provided the University will not consider the request. This Price adjustment will hold for both increases and decreases in the pricing offered to the University.”

D. The University’s “Mandatory Bid Terms and Conditions” apply to this solicitation.

E. Basis for Award: It is the intent of the University to make an award to the vendor with lowest total price, however, we reserve the right to split the award among multiple vendors in order to take advantage of the lowest prices on the items and the award will be made to the lowest price.

Enclosure: Acknowledgement of Receipt of Addenda Form
Mandatory Bid Terms and Conditions

Cc: Procurement File

END OF ADDENDUM #1 DATED 03/05/09

This addendum was posted on the UMBC eBid Board on 03/05/09.
(Original with enclosures were not mailed)

BID NO.: BC-20604-Q
BID DUE DATE: WEDNESDAY, MARCH 11, 2009 AT 2:00 P.M.

BID FOR: UMBC JANITORIAL SUPPLIES

NAME OF BIDDER: ____________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. ___ dated _________
Addendum No. ___ dated _________
Addendum No. ___ dated _________
Addendum No. ___ dated _________
Addendum No. ___ dated _________

As stated in this Addendum, this form is to be returned with your Bid Price Sheet.

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Title

________________________________________
Date

END OF FORM
MANDATORY BID TERMS AND CONDITIONS

1. **Confidentiality/Proprietary.** Bidders/Offerors should give specific attention to the identification of those portions of their bids/proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. A statement in a header or footer on each page or contained in a preface or opening paragraph indicating that the entire bid or each page is deemed confidential is not adequate. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. By submitting a response to this solicitation, the Bidder consents to release of all bid documents with the exception of those specific provisions that are noted confidential, proprietary or a trade secret as defined and set forth in the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

2. **Bid Bond Notice.** A bid bond is required for all construction contracts reasonably expected to exceed $100,000. All other solicitations on all University contracts in excess of $100,000 shall require, if so noted, the submission of bid security in an amount equal to at least 5 percent of the total amount of bid, at the time bid is submitted. If a contractor fails to accompany its bid with the required bid security, the bid shall be determined non-responsive.

3. **Minority Business Enterprise Participation.** Minority Business Enterprises are encouraged to respond to this solicitation. If so noted in the specifications that an MBE subcontract participation goal has been established by this procurement, by submitting a response to this solicitation, the bidder agrees that the established amount of the contract will be performed by minority business enterprises.

4. **Arrearsages.** By submitting a response to the solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

5. **Bid/Proposal Affidavit.** The attached Bid/Proposal Affidavit must be signed and returned with all bids. Bids returned without a signed affidavit shall be deemed non-responsive.

6. **Acknowledgments.** The Bidder must acknowledge in writing the receipt of all amendments, addenda, and changes issued concerning this solicitation.

7. **Reservations of Rights.** This solicitation implies no obligation on the part of the University. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services. The University reserves the right to award by item, groups or items, or total bid and to waive any technical or minor irregularities.

8. **Bid Validation and Rejection.** The unit price shall be considered as the price bid. Separate unit prices shall be submitted for each item: extensions shall be indicated where applicable and total bid price shown when requested. In the event of a discrepancy between unit price and total, unit price shall prevail. Bids may be modified or withdrawn by written notice prior to the time and date set for opening. The University reserves the right to accept or reject any and all bids in part. Unless otherwise provided in this solicitation, bid prices are irrevocable for a period of 90 days following bid opening.

9. **Small Business Set-Aside.** In accordance with COMAR 21.11.01.01B, the University shall give 5% bid preference or a predetermined percentage preference to reflect different industry characteristics for a small business set-aside.

10. **Terms.** Prompt payment discounts offered for payment within less than 30 calendar days will not be considered in evaluation offers for award. However, offered discounts of less than 30 days will be taken if payment is made within the discount period, even though not considered in the evaluation for award.

11. **Discounts.** Discount time will be computed from the date of your delivery to the carries when F.O.B. is shipping point or from the date of delivery at destination when F.O.B. point is destination, or from date corrected invoice is received in the Accounts Payable Office when such invoice was necessary. Payment is deemed to be made for the purposes of earning the discount, as of the date appearing on the check.

12. **Sales and Use Tax License.** By submitting a response to this solicitation (if it involves the sale of personal property to the University), the Bidder/Offeror certifies that it possesses a valid sale and use tax license.

13. **Routing.** All material must be forwarded by the route taking the lowest transportation rate or in accordance with special shipping instructions; otherwise the difference in freight rate and extra cost of cartage will be charged to your account.

14. **Samples.** The University reserves the right to request and be furnished samples at no expense to the University, prior to or after the award, for the purpose of quality and specification evaluation. Samples shall be returned, upon request, at the Contractor's expense. The University does not guarantee that samples returned will be in the same condition as submitted.

15. **Submittal of Terms and Conditions.** The Purchase Order issued by the University shall constitute the contract between the parties. Terms and conditions submitted by a bidder after solicitation closing date shall not be accepted. Any proposed terms and conditions, including any for contracts which the bidder proposes to use, shall be submitted by the solicitation closing date as a part of the bid. Any proposal for terms in addition to or different from those set forth in this bid or any attempt by the Contractor to vary any of the items of this bid by contractor's acceptance shall not operate as a rejection of this bid, unless such variance is in the terms of the description, quantity, price or delivery schedule but shall be deemed a material alteration thereof, and this bid shall be deemed acceptable by the Contractor without the additional or different terms.

16. **Reciprocity.** A preference under this section shall be identical to the preference that the other state gives to its residents. When the State of Maryland uses competitive sealed bidding to award a procurement contract, the state may give a preference to the resident bidder who submits the lowest responsive bid if: 1) the resident bidder is a responsible bidder; 2) a responsible bidder whose principle office is in another state submits the lowest responsive bid; 3) the other state gives a preference to it's residents; and 4) a preference does not conflict with a federal law or grant affecting the procurement contract. A preference includes a percentage preference, an employee residency requirement or any other provision that favors a resident over a non-resident. A resident bidder is a bidder whose principle office is located in the state. In accordance with state law, state finance & procurement article 14.401. A non-resident bidder submitting a bid/proposal for a state project shall attach to the bid/proposal a copy of the current statute, resolution, policy, procedure, or executive order of the resident state of the non-resident bidder that pertains to that state's treatment of non-resident bidders.

17. **Cancellation Policy.** The University may cancel this solicitation, in whole or in part, for any reason.