



**ADDENDUM No. 3**

**Issue Date: 11/11/2025**

**Bid Number: 252601 Custodial Services Various BRCC Sites**

**Bids Will Be Publicly Opened: November 20, 2025 at 10:00 a.m.**

Your reference is directed to BRCC Invitation to Bid 252601 which is scheduled to open on November 20, 2025. Notice is given to all parties that this Solicitation is amended by the College as stated herein. This Addendum is hereby made an official part of this Solicitation.

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**Addition of Stipulated Damages and Contract Start Date**

**1. Stipulated Damages**

If services are not in conformity or not performed within the requirements of the contract, the Contractor agrees to pay stipulated damages of \$25 per occurrence.

**Failure to Service a Restroom:** Restrooms are unclean, unsanitary, or critically low on consumables (toilet paper, soap).

**Emergency Clean-up Failure:** Failure to respond to an urgent spill, accident, or hazard notification within the contractual response time (2 hours).

**Critical Safety Violation:** Improper use/storage of chemicals (no MSDS available), blocking emergency exits with equipment, or use of non-HEPA vacuums in sensitive areas.

**Restocking Failure (Facility-Provided Items):** Failure to refill facility-provided dispensers (e.g., specialized soap, paper towels) *after* being notified of the supply.

**Failure to Empty Trash:** Missed collection in a designated area (e.g., a full floor, or a specific department).

**Major Dusting/Cleaning Failure:** Significant accumulation of dust, visible dirt on hard floors, or uncleaned glass entrances in a major common area (lobby, main hallway, large conference room).

**Unauthorized Absence/Missed Service:** The entire facility or a designated zone is not serviced on a scheduled day/night without prior written approval.

**Incorrect Chemical Use:** Use of non-approved chemicals, resulting in odor, damage, or required remediation.

**Missed Periodic Task (e.g., Quarterly Carpet Cleaning, Bi-Annual Window Cleaning):** Failure to complete a scheduled periodic service on the agreed-upon date.

**Defective Floor Care:** Substandard floor finish/waxing requiring re-work, improper stripping, or damage to baseboards/fixtures during floor care.

**Staffing/Supervision Failure:** Failure to provide the required Site Supervisor or minimum agreed-upon labor hours for a shift without prior written approval.

**Late Reporting:** Failure to submit required monthly quality assurance reports or incident reports within the agreed-upon timeframe.

**Uniform/Identification Violation:** Employee on-site without proper uniform or required ID badge

**Additional Stipulated Damages Terms**

Notification: The Owner shall provide the Contractor with written or electronic notification of any deficiency (the "Deficiency Notice"). The Deficiency Notice will identify the date, time, location, and nature of the non-compliance.

Correction Period: The Contractor shall have the specified period (e.g., 4 hours, 24 hours) from receipt of the Deficiency Notice to correct the deficiency.

Assessment: If the deficiency is not corrected within the specified period, the stipulated damages specified above will be automatically assessed against the Contractor and deducted from the next invoice.

Cumulative Damages: Stipulated Damages for different non-compliance events are generally cumulative. For example, a single incident may result in a penalty for a safety violation and a penalty for a failure to correct within the specified time.

Right to Cure vs. Withhold Payment: The assessment of stipulated damages does not limit the Owner's right to withhold payment for unperformed services or to terminate the contract for cause in the event of repeated or material breaches.

Mitigation of Damages: The Owner retains the right to employ an alternative vendor to correct deficiencies not addressed by the Contractor within the specified cure period. The Contractor shall be liable for all costs associated with such third-party services, in addition to any assessed Liquidated Damages.

**2. Contract Start Date**

The date for the start of the contract has been revised. The contract start date was December 1, 2025. That date has been changed to **December 15, 2025**.

**Failure to acknowledge receipt of this addendum may render the bid submission non-responsive and subject to non-consideration.**

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**ACKNOWLEDGEMENT:** This Addendum may be signed and returned with your bid. If you have already submitted your bid and this Addendum does not cause you to revise your bid, you may acknowledge receipt of this Addendum by identifying your business name and by signing where indicated and submitting Addendum to BRCC prior to bid opening date and time. BRCC reserves the right to request a completed Acknowledgement at any time. Failure to execute an Acknowledgement shall not relieve the bidder from complying with the terms of the Invitation to Bid.

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Signature of Authorized Bidder:  
(Must be signed and dated)

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Company:  
(Typed or printed)

**REVISION:** If you have already submitted your bid, and this Addendum creates a need to revise/clarify your original response in any way, you must indicate any change(s) on an updated bid form. You should acknowledge receipt of this Addendum by identifying your business name

and by signing where indicated. To be considered, your addendum response **must** be submitted to and received by the issuing department to the address stated in the original ITB no later than the specified bid due date/time. Revisions received after bid opening date and time shall not be considered and you shall be held to your original bid.

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Signature of Authorized Bidder:  
(Must be signed and dated)

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Company:  
(Typed or printed)