

OHIO TURNPIKE COMMISSION

682 Prospect Street
Berea, Ohio 44017
(440) 234-2081

ADDENDUM NO. 1

AGREEMENT TRM-10C

**REQUEST FOR PROPOSALS FOR
JANITORIAL SERVICES
AT THE PORTAGE AND BRADY'S LEAP SERVICE PLAZAS**

**ISSUE DATE:
OCTOBER 17, 2012**

**INQUIRY END DATE:
5:00 P.M. (E.S.T.), NOVEMBER 7, 2012**

**OPENING DATE:
2:00 P.M. (E.S.T.), NOVEMBER 14, 2012**

ATTENTION OF RESPONDING CONTRACTORS IS DIRECTED TO:

**ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. (E.D.T.),
NOVEMBER 2, 2012**

CHANGES TO THE RFP FOR AGREEMENT TRM-10C
PAGE 4

Issued by the Ohio Turnpike Commission November 5, 2012 Issuance authorized by Richard Hodges, Executive Director, and Kathleen G. Weiss, General Counsel

Richard Hodges

Date

Kathleen G. Weiss

Date

Q#1 I saw your bid request on The Blue Book. I was curious about more information about the job. 1st, How many days a week does the job need completed. 2nd, What are the details of what is required in the work performed? Is there any change in anything in the winter time, such as shoveling snow, of is that done by someone else?

A#1 The Ohio Turnpike Commission strongly advises respondents to read the RFP in detail to determine the services and requirements described therein. If, after reviewing the document additional clarification is required, you may resubmit your questions prior to the Inquiry End Date.

Q#2 I would like to request for the Portage County Contract the current contract and the rates that are being charged on it and the previous 2 contracts with the rates on them if they are available.

A#2 Be advised that the requirements of this RFP are different than the current and previous agreements, and allow the contractor more flexibility in managing its operating expenses. Keeping the incomparability in mind, please see the attached Agreement TRM-9C for the current contract and applicable rates for Janitorial Services at the Portage and Brady's Leap Services Plazas. Again keeping the same incomparability in mind, the previous rates paid under Agreement TRM-8C for Janitorial Services at Portage and Brady's Leas Service Plaza, commencing May 14, 2006, were \$21,795 per plaza, per month; and \$9.25 per hour for approved additional labor.

Q#3 What is your price per Location at this time?

A#3 See response to Q#2. Again, the requirements of this RFP are different than the current and previous agreements, and allow the contractor more flexibility in managing its operating expenses. Keeping the incomparability in mind, the current fees for Janitorial Services at the Portage and Brady's Leap Service Plazas are \$20,691 per month, per plaza; and \$9.86 per hour for approved additional labor.

Q#4 When is your current contract expire?

A#4 The current agreement for Janitorial Services at Portage and Brady's Leap is scheduled to expire April 30, 2013.

Q#5 Emailing you to inquire about possible site visits next week at the 4 service plazas currently out for bid.

A#5 The Portage and Brady's Leap Service Plazas are continuously open. Please feel free to visit their public areas at any time. The Commission Procurement Manager will assist

coordinating any site visits to Portage and Brady's Leap Service Plazas to view the non-public areas.

Q#6 In the RFPs, I didn't see any specific requirements addressing pay rates. Is the federal minimum wage the only pay rate requirement on these contracts?

A#6 The Selected Contractor must comply with the federal minimum wage laws, 29 U.S.C. Sec. 218, and pay the higher Ohio minimum wage required under Ohio Constitution Section 34a of Article II and Ohio Revised Code Section 4111.14.

Q#7 Finally, do you know if there are any existing workers who are covered under a Union agreement?

A#7 The Commission is unaware of any collective bargaining agreement applicable to the employees of its Janitorial Service providers.

Q#8 How much is present bidders contract?

A#8 See response to Q#2 and Q#3.

Q#9 How many penalties have been assessed?

A#9 None.

Q#10 Why was the contract extensions not used? Was it Ohio turnpikes decision or the contractors?

A#10 The current Selected Contractor gave sufficient notice of its intent not to extend the Agreement.

Q#11 What were ALL the bids for these sites this past bid?

A#11 As previously mentioned in the response to Q#2 and Q#3, the responses received on previous RFPs for Janitorial Services are unlikely to provide assistance to Responding Contractors in the current RFP due to the reconfiguration of its service requirements. However, please see the response to Q#2 and Q#3 for current contract information.

Q#12 Why did you not extend. Renewal option. For the next year? I think I already know. The answer. To cheap.

A#12 See response to Q#10

Q#13 For many years I continue. To bid. Mabye. It is are turn??

A#13 Contracts are awarded based on the best, most responsive Proposals received, as determined by the Commission

Q#14 You ask for a Proposal Guaranty of \$50,000.00 per location. If we submit a proposal for all four locations would you need a total of \$200,000? How long will this amount be held?

*A#14 See **PART – 3 PROPOSAL SUBMISSION INSTRUCTIONS**, Section B of the RFP. The proposal guaranty is \$50,000 per Proposal. If a Responding Contractor proposes to perform Janitorial Services at both Portage and Brady's Leap Service Plazas and the Mahoning Valley and Glacier Hills Service Plazas, the Proposal must contain a proposal guaranty in the amount of \$100,000. The Commission will hold the proposal guaranties until the Agreement(s) is/are awarded and fully executed.*

Q#15 Am I reading correctly, that at all times a male and female cleaning associate be on site 24hours 7days a week?

*A#15 Correct See **PART – 2 SCOPE OF SERVICES**, Section C, which reads, in pertinent part, that, "The Selected Contractor shall minimally provide (1) male and (1) female employee 24 hours per day for each Service Plaza from the day after Labor Day to the day before Memorial Day. From Memorial Day to Labor Day each year, the Selected Contractor shall provide a minimum of (1) male and (1) female employee twenty-four (24) hours per day and not less than forty (40) hours per week of additional staffing for each Service Plaza (not including any supervisory staff on duty)."*

Q#16 Will you except a proposal excluding the consumables?

*A#16 A Proposal excluding the consumables would likely not be viewed as responsive. Though see **PART – 3 PROPOSAL SUBMISSION INSTRUCTIONS**, Section D, Subsection v., for the ability to explain requested adjustments related to the Scope of Services. However, note **PART – 2 SCOPE OF SERVICES**, Section E states under bold print that, "The Selected Contractor, at no additional cost to the Commission shall provide all cleaning services, mechanical and non-mechanical equipment, materials, supplies, and chemicals ..." under bold print stating that,*

“Responding Contractors should carefully consider the requirements of the Section in preparing their Proposals ”

Q#17 Can the incumbent provide last years data on the consumables?

A#17 See the attached for the unaudited and unverified Supply Usage information previously furnished by the current janitorial service contractor to the Commission supplementing the information supplied as Exhibit B Such Supply Usage information will not be incorporated into any executed Agreement resulting from this RFP and the Responding Contractors are solely responsible for whatever significance, if any, they attach to the information contained therein

Q#18 Can we get a copy of the last awarded proposals for these locations?

A#18 See responses to Q#2, Q#3, and Q#11

Q#19 The contractor is to provide floor mats, but it does not specify if the mats need to be change out. If so how often would that need to happen, or can they be shampooed at the time the carpets are cleaned?

*A#19 Floor mats are vacuumed as needed and changed out when saturated, worn out or present a trip hazard. See **PART – 2 SCOPE OF SERVICES**, Section G, Subsection vii, which specifies: “The Selected Contractor is required to furnish durable walk off floor mats,...that they may be installed, placed and or changed as out as necessary, or as directed by the Commission due to wear, foot traffic patterns, weather conditions, or other factors ...Additional mats shall be required at the entrances during periods of inclement weather ...” See also, **Contractor’s Exhibit 3 at Area of Responsibility Public Lobby and Scheduled Functions***

Q#20 I had a question concern when the bid must be received by the Turnpike Commission. The front page of RFB shows the last inquiry date as being Nov. 7th at 5:00 PM and the opening date is 2:00 PM on November 14, 2012. On page 4 of the background information says that the seal bid must be submitted by 2:00 PM on November 7, 2012. Please confirm with me exactly when the bid is due to your offices.

*A#20 The cover page and Important Dates under PART 8 of the RFP correctly state the submission deadline is November 14, 2012 at 2:00P M (E S T) This Addendum No. 1 is correcting the date provided under **PART 1 – BACKGROUND INFORMATION***

Q#21 I am writing to request the previous bid results for the Portage and Brady's Leap Service Plazas. If you are able, can you please forward this request to appropriate parties and let me know the outcome of my inquire.

A#21 See responses to Q#2, Q#3, and Q#11

THE FOLLOWING CHANGE IS MADE TO THE RFP FOR CONTRACT TRM-10C:

Please be sure to use the replacement page that have been provided with this Addendum No 1. Changes are shown in **bold italicized** text. Deletions are ~~struck through~~:

PAGE 4: PART 1 – BACKGROUND INFORMATION, Section A, the following change is made in the second paragraph to correctly state that the proposal deadline is 2:00 P.M. (E.S.T.), November ~~7~~ **14**, 2012:

“The Commission issues this Request for Proposals (“RFP”) for Janitorial Services at the Portage and Brady’s Leap (“PO/BL”) Service Plaza locations (7N and 7S located in Portage County at Milepost 197 0) commencing on or before May 1, 2013, at 12:00 A.M. Sealed Proposals are to be submitted by Responding Contractors at the Commission's offices, 682 Prospect Street, Berea, Ohio 44017, c/o Kevin Golick, Procurement Manager, until **2:00 P.M. (E.D.T), November 7 14, 2012.**”

Receipt of Addendum No. 1 dated November 5, 2012, to the RFP for Contract TRM-10C is hereby acknowledged:

(Contractor’s Name)

(Individual’s Name)

(Signature)

(Date)

OHIO TURNPIKE COMMISSION

682 Prospect Street
Berea, Ohio 44017
(440) 234-2081

ADDENDUM NO. 1

AGREEMENT TRM-10C

**REQUEST FOR PROPOSALS FOR
JANITORIAL SERVICES
AT THE PORTAGE AND BRADY'S LEAP SERVICE PLAZAS**

ISSUE DATE:
OCTOBER 17, 2012

INQUIRY END DATE:
5:00 P.M. (E.S.T.), NOVEMBER 7, 2012

OPENING DATE:
2:00 P.M. (E.S.T.), NOVEMBER 14, 2012

ATTENTION OF RESPONDING CONTRACTORS IS DIRECTED TO:

**ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. (E.D.T.),
NOVEMBER 2, 2012**

CHANGES TO THE RFP FOR AGREEMENT TRM-10C

PAGE 4

Issued by the Ohio Turnpike Commission November 5, 2012. Issuance authorized by Richard Hodges, Executive Director, and Kathleen G Weiss, General Counsel.

Richard Hodges

Date

Kathleen G Weiss

Date

Q#1 I saw your bid request on The Blue Book. I was curious about more information about the job. 1st, How many days a week does the job need completed. 2nd, What are the details of what is required in the work performed? Is there any change in anything in the winter time, such as shoveling snow, of is that done by someone else?

A#1 The Ohio Turnpike Commission strongly advises respondents to read the RFP in detail to determine the services and requirements described therein. If, after reviewing the document additional clarification is required, you may resubmit your questions prior to the Inquiry End Date.

Q#2 I would like to request for the Portage County Contract the current contract and the rates that are being charged on it and the previous 2 contracts with the rates on them if they are available.

A#2 Be advised that the requirements of this RFP are different than the current and previous agreements, and allow the contractor more flexibility in managing its operating expenses. Keeping the incomparability in mind, please see the attached Agreement TRM-9C for the current contract and applicable rates for Janitorial Services at the Portage and Brady's Leap Services Plazas. Again keeping the same incomparability in mind, the previous rates paid under Agreement TRM-8C for Janitorial Services at Portage and Brady's Leas Service Plaza, commencing May 14, 2006, were \$21,795 per plaza, per month, and \$9.25 per hour for approved additional labor.

Q#3 What is your price per Location at this time?

A#3 See response to Q#2. Again, the requirements of this RFP are different than the current and previous agreements, and allow the contractor more flexibility in managing its operating expenses. Keeping the incomparability in mind, the current fees for Janitorial Services at the Portage and Brady's Leap Service Plazas are \$20,691 per month, per plaza, and \$9.86 per hour for approved additional labor.

Q#4 When is your current contract expire?

A#4 The current agreement for Janitorial Services at Portage and Brady's Leap is scheduled to expire April 30, 2013.

Q#5 Emailing you to inquire about possible site visits next week at the 4 service plazas currently out for bid.

A#5 The Portage and Brady's Leap Service Plazas are continuously open. Please feel free to visit their public areas at any time. The Commission Procurement Manager will assist

coordinating any site visits to Portage and Brady's Leap Service Plazas to view the non-public areas.

Q#6 In the RFPs, I didn't see any specific requirements addressing pay rates. Is the federal minimum wage the only pay rate requirement on these contracts?

A#6 The Selected Contractor must comply with the federal minimum wage laws, 29 U.S.C. Sec. 218, and pay the higher Ohio minimum wage required under Ohio Constitution Section 34a of Article II and Ohio Revised Code Section 4111.14.

Q#7 Finally, do you know if there are any existing workers who are covered under a Union agreement?

A#7 The Commission is unaware of any collective bargaining agreement applicable to the employees of its Janitorial Service providers.

Q#8 How much is present bidders contract?

A#8 See response to Q#2 and Q#3

Q#9 How many penalties have been assessed?

A#9 None

Q#10 Why was the contract extensions not used? Was it Ohio turnpikes decision or the contractors?

A#10 The current Selected Contractor gave sufficient notice of its intent not to extend the Agreement

Q#11 What were ALL the bids for these sites this past bid?

A#11 As previously mentioned in the response to Q#2 and Q#3, the responses received on previous RFPs for Janitorial Services are unlikely to provide assistance to Responding Contractors in the current RFP due to the reconfiguration of its service requirements. However, please see the response to Q#2 and Q#3 for current contract information

Q#12 Why did you not extend. Renewal option. For the next year? I think I already know. The answer. To cheap.

A#12 See response to Q#10

Q#13 For many years I continue. To bid. Mabye. It is are turn??

A#13 Contracts are awarded based on the best, most responsive Proposals received, as determined by the Commission

Q#14 You ask for a Proposal Guaranty of \$50,000.00 per location. If we submit a proposal for all four locations would you need a total of \$200,000? How long will this amount be held?

*A#14 See **PART – 3 PROPOSAL SUBMISSION INSTRUCTIONS**, Section B of the RFP. The proposal guaranty is \$50,000 per Proposal. If a Responding Contractor proposes to perform Janitorial Services at both Portage and Brady's Leap Service Plazas and the Mahoning Valley and Glacier Hills Service Plazas, the Proposal must contain a proposal guaranty in the amount of \$100,000. The Commission will hold the proposal guaranties until the Agreement(s) is/are awarded and fully executed.*

Q#15 Am I reading correctly, that at all times a male and female cleaning associate be on site 24hours 7days a week?

*A#15 Correct. See **PART – 2 SCOPE OF SERVICES**, Section C, which reads, in pertinent part, that, "The Selected Contractor shall minimally provide (1) male and (1) female employee 24 hours per day for each Service Plaza from the day after Labor Day to the day before Memorial Day. From Memorial Day to Labor Day each year, the Selected Contractor shall provide a minimum of (1) male and (1) female employee twenty-four (24) hours per day and not less than forty (40) hours per week of additional staffing for each Service Plaza (not including any supervisory staff on duty) "*

Q#16 Will you except a proposal excluding the consumables?

*A#16 A Proposal excluding the consumables would likely not be viewed as responsive. Though see **PART – 3 PROPOSAL SUBMISSION INSTRUCTIONS**, Section D, Subsection v., for the ability to explain requested adjustments related to the Scope of Services. However, note **PART – 2 SCOPE OF SERVICES**, Section E states under bold print that, "The Selected Contractor, at no additional cost to the Commission shall provide all cleaning services, mechanical and non-mechanical equipment, materials, supplies, and chemicals. ." under bold print stating that,*

“Responding Contractors should carefully consider the requirements of the Section in preparing their Proposals ”

Q#17 Can the incumbent provide last years data on the consumables?

A#17 See the attached for the unaudited and unverified Supply Usage information previously furnished by the current janitorial service contractor to the Commission supplementing the information supplied as Exhibit B. Such Supply Usage information will not be incorporated into any executed Agreement resulting from this RFP and the Responding Contractors are solely responsible for whatever significance, if any, they attach to the information contained therein.

Q#18 Can we get a copy of the last awarded proposals for these locations?

A#18 See responses to Q#2, Q#3, and Q#11

Q#19 The contractor is to provide floor mats, but it does not specify if the mats need to be change out. If so how often would that need to happen, or can they be shampooed at the time the carpets are cleaned?

*A#19 Floor mats are vacuumed as needed and changed out when saturated, worn out or present a trip hazard. See **PART – 2 SCOPE OF SERVICES**, Section G, Subsection vii, which specifies: “The Selected Contractor is required to furnish durable walk off floor mats, ...that they may be installed, placed and or changed as out as necessary, or as directed by the Commission due to wear, foot traffic patterns, weather conditions, or other factors ...Additional mats shall be required at the entrances during periods of inclement weather...” See also, **Contractor’s Exhibit 3 at Area of Responsibility: Public Lobby and Scheduled Functions***

Q#20 I had a question concern when the bid must be received by the Turnpike Commission. The front page of RFB shows the last inquiry date as being Nov. 7th at 5:00 PM and the opening date is 2:00 PM on November 14, 2012. On page 4 of the background information says that the seal bid must be submitted by 2:00 PM on November 7, 2012. Please confirm with me exactly when the bid is due to your offices.

*A#20 The cover page and Important Dates under PART 8 of the RFP correctly state the submission deadline is November 14, 2012 at 2:00P.M.(E S T) This Addendum No. 1 is correcting the date provided under **PART 1 – BACKGROUND INFORMATION**.*

Q#21 I am writing to request the previous bid results for the Portage and Brady's Leap Service Plazas. If you are able, can you please forward this request to appropriate parties and let me know the outcome of my inquire.

A#21 See responses to Q#2, Q#3, and Q#11.

THE FOLLOWING CHANGE IS MADE TO THE RFP FOR CONTRACT TRM-10C:

Please be sure to use the replacement page that has been provided with this Addendum No 1
Changes are shown in **bold italicized** text. Deletions are ~~struck through~~:

PAGE 4: PART 1 – BACKGROUND INFORMATION, Section A, the following change is made in the second paragraph to correctly state that the proposal deadline is 2:00 P.M. (E.S.T.), November ~~7~~ ***14***, 2012:

“The Commission issues this Request for Proposals (“RFP”) for Janitorial Services at the Portage and Brady’s Leap (“PO/BL”) Service Plaza locations (7N and 7S located in Portage County at Milepost 197.0) commencing on or before May 1, 2013, at 12:00 A M Sealed Proposals are to be submitted by Responding Contractors at the Commission's offices, 682 Prospect Street, Berea, Ohio 44017, c/o Kevin Golick, Procurement Manager, until ***2:00 P.M. (E.D.T), November 7 14, 2012.***”

Receipt of Addendum No. 1, dated November 5, 2012, to the RFP for Contract TRM-10C is hereby acknowledged:

(Contractor's Name)

(Individual's Name)

(Signature)

(Date)

Request for Proposals for
AGREEMENT TRM-10C
Janitorial Services at the
Portage and Brady's Leap Service Plazas

PART 1 – BACKGROUND INFORMATION

A. **General Purpose.** The Ohio Turnpike Commission (“Commission”) is a body corporate and politic in the State of Ohio, with its principal office located at 682 Prospect Street, Berea, Ohio 44017. The Commission operates the Ohio Turnpike, a toll road otherwise known as the James W. Shocknessy Ohio Turnpike

The Commission issues this Request for Proposals (“RFP”) for Janitorial Services at the Portage and Brady’s Leap (“PO/BL”) Service Plaza locations (7N and 7S located in Portage County at Milepost 197.0) commencing on or before May 1, 2013, at 12:00 A.M. Sealed Proposals are to be submitted by Responding Contractors at the Commission's offices, 682 Prospect Street, Berea, Ohio 44017, c/o Kevin Golick, Procurement Manager, until **2:00 P.M. (E.D.T), November 7 14, 2012.**

The Commission will enter into a single Agreement for the furnishing of Janitorial Services required for PO/BL Service Plazas alone or for both PO/BL Service Plazas and the Mahoning Valley and Glacier Hills Services Plazas, if any Agreement is awarded at all pursuant to this RFP. The Agreement shall have an initial term of one (1) year with the possibility of up to six (6) successive one (1) year renewal terms. **The Commission reserves the right to reject any or all Proposals and the right to waive technicalities and/or minor irregularities.**

B. **Definitions.** As used in any of the documents and instruments relating to Janitorial services, the following definitions shall apply:

**FORM AGREEMENT FOR AGREEMENT TRM-9C
JANITORIAL SERVICES AT
PORTAGE AND BRADY'S LEAP SERVICE PLAZAS**

This Agreement is made and entered into the 31 day of March, 2011, by and between the **OHIO TURNPIKE COMMISSION** (the "Commission"), 682 Prospect Street, Berea, Ohio 44017, and **ISS FACILITY SERVICES, INC** (the "Selected Contractor"), 3261 Lander Road, Pepper Pike, Ohio 44124

RECITALS

WHEREAS, the Commission conducted a Request for Proposal ("RFP") process to select a provider of professional cleaning and janitorial services at the Commission's Portage and Brady's Leap ("PO/BL") Service Plaza locations (7N and 7S located in Portage County at Milepost 197.0) commencing May 1, 2011 at 12:00 A M ; and

WHEREAS, the Selected Contractor submitted the Proposal deemed by the Commission to be the Proposal representing the best combination of service value and price; and

WHEREAS, the Selected Contractor is qualified and willing to perform the services outlined in the RFP, which is incorporated by reference as if fully rewritten herein, but which, due to its length is not attached hereto as an Exhibit

NOW THEREFORE, in consideration of the mutual promises, covenants and terms and conditions set forth in the RFP and the Selected Contractor's Proposal, the parties have entered into this Agreement.

AGREEMENTS

ARTICLE 1 – AGREEMENT DOCUMENTS

1.1 The Agreement Documents shall consist of the following documents: The Form Agreement; the RFP and any Exhibits thereto (except **Exhibit B**); the Selected Contractor's Price Proposal; and all insurance certificates, and the performance bond to be provided by the Selected Contractor in accordance with the requirements of the **PART 9, Section Q** of the RFP.

ARTICLE 2 – DESCRIPTION OF SERVICES

2.1 The Selected Contractor shall perform all of the services described in the Agreement Documents and reasonably inferable by the Selected Contractor as necessary to produce the results intended by the Agreement Documents, for:

AGREEMENT TRM-9C JANITORIAL SERVICES AT PORTAGE AND BRADY'S LEAP SERVICE PLAZAS OF THE OHIO TURNPIKE COMMISSION

ARTICLE 3 – TERM AND PAYMENT FOR SERVICES

3.1 As stated at **PART 9, Section X** of the RFP, the Agreement shall have an **initial term of two (2) years**. The Commission may, at its option, extend the term for an additional term of **one (1) year** upon written notice given **120 days** in advance. In no event shall the Agreement be extended for more than **five (5) successive, one (1) year terms**. The Selected Contractor **must** give the Commission at least **120 days** written notice prior to the expiration of the initial term, or of the extension term then in effect, of

its intent **not** to renew. The Commission will not exercise its option to extend upon such notice of non-renewal from the Selected Contractor.

3.1 The Commission shall pay the Selected Contractor for the performance of the Agreement, subject to additions and deductions as provided in the Agreement Documents, the amount of **\$20,690.82 per month, per Plaza** (the "Agreement Price"), based upon the Selected Contractor's Price Proposal, dated **February 17, 2011**. The hourly rate for additional services and/or for deductions due to reductions in staffing shall be **\$9.86 per hour**.

3.3 The Agreement Price shall be paid in current funds by the Commission upon Contractor Payment Requests submitted by the Selected Contractor and approved by the Commission as provided in the Agreement Documents.

ARTICLE 4 – ENTIRE AGREEMENT

4.1 The Agreement Documents embody the entire understanding of the Commission and the Selected Contractor and form the basis of the Agreement between the Commission and the Selected Contractor. The Agreement Documents shall be considered to be incorporated by reference into this Agreement Form as if fully rewritten herein.

4.2 The Agreement and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Agreement, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

4.4 The Agreement shall be binding on the Selected Contractor and Commission, their successors and assigns, in respect to all respective covenants and obligations contained in the Agreement Documents, but the Agreement may not be assigned by the Selected Contractor without the prior written consent of the Commission

ARTICLE 5 - EXECUTION

5.1 The Agreement shall become binding and effective upon execution by the Commission.

ARTICLE 6 - ORIGINAL AGREEMENT FORMS

6.1 This Agreement Form has been executed in several counterparts, each of which shall constitute a complete original Agreement Form that may be introduced in evidence or used for any other purpose without production of any other counterparts

ARTICLE 7 - WARRANTY OF SIGNATORIES

71 The undersigned signatories for the Commission and the Selected Contractor hereby represent and warrant that they each possess full and complete authority to execute the Agreement on behalf of their respective parties. This representation and warranty is made for the purpose of inducing the parties to execute the Agreement

ARTICLE 8 - NOTICE.

81 For purposes of providing any written Notices required under the Agreement: Notices to the Commission shall be provided in writing to: Director of Service Plaza Operations, c/o The Ohio Turnpike Commission, 682 Prospect Street, Berea, Ohio 44017, Telephone (440) 234-2081, ext. 1161. Notices to the Selected Firm shall be provided in writing to: Mr William Zehnal, c/o ISS Facility Services, Inc , 3261 Lander Road, Pepper Pike, Ohio 44124, Telephone (440) 796-5808

IN WITNESS WHEREOF, the parties have hereto set their respective hands on the day and year first above written and have executed the foregoing Agreement

SELECTED CONTRACTOR

ISS Facility Services
(Firm Name)

By: James W. Ward

MANAGING DIRECTOR
(Title)

03-30-11
(Date)

APPROVED AS TO LEGAL FORM:

OHIO TURNPIKE COMMISSION

Kathleen Weiss
Director of Contracts
Administration

By: L. J. [Signature]
Executive Director

3/31/11
(Date)

3/31/11
(Date)

G:\TRAVEL\CTRS\FORM AGREEMENT FOR AGREEMENT TRM-9E.doc

Portage Service Plaza:

Monthly Fee: \$20,690.82 (to include all labor, materials and supplies as set forth in PART 2(G))

Hourly Rate: \$9.86 (See PART 2(D)).

Brady's Leap Service Plaza:

Monthly Fee: \$20,690.82 (to include all labor, materials and supplies as set forth in PART 2)

Hourly Rate: \$9.86 (See PART 2(D)).

Indicate Here if the Responding Contractor Chooses Not to Submit a Proposal for the PO/BL Service Plazas:

ISS Facility Services Inc

Corporate Name of Responding Contractor


Signature of Authorized Representative

2/17/2011

Date

SUPPLY USAGE

	For Period > <u>1/10 - 12/10</u>	For Period > <u>10/11 - 8/12</u>
	<u>Cs/Pack Sizes</u>	<u>Cs/Pack Sizes</u>
Toilet Tissue	650 cs 96 roll/cs	738 cs 80 roll/cs
Roll Towel	590 cs 12 roll/cs	694 cs 6 roll/cs
Multi Fold	820 cs 16/250 sheet	1237 cs 16/250 sheet
Lg Liners	240 cs 100 p/cs	406 cs 100 p/cs
Seat Covers	45 cs 5000 p/cs	78 cs 5000 p/cs
Soap (Gal)	660 gal	920 gal