



**LAKE METROPARKS
11211 SPEAR ROAD
CONCORD TWP., OHIO 44077**

2011 REQUEST FOR PROPOSAL DOCUMENT

**REQUEST FOR PROPOSAL
FOR
JANITORIAL SERVICES
FOR
LAKE METROPARKS**

RFP #2011-050

Mandatory Pre-Proposal Meeting

<u>Date</u>	<u>Location</u>	<u>Time</u>
November 18, 2011	Lake Metroparks Administration Building 11211 Spear Road Concord Twp., Ohio 44077	8:30 a.m.

PUBLISHED DATE: November 7, 2011

DUE DATE: December 8, 2011

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LEGAL NOTICE

REQUEST FOR PROPOSAL

Sealed proposals will be received by the office of Lake Metroparks, 11211 Spear Road, Concord Twp., Ohio 44077, no later than 4:30 p.m. local time, on Thursday, **December 8, 2011**, and thereafter will be recorded for the following:

**REQUEST FOR PROPOSAL
FOR
JANITORIAL SERVICES
FOR
LAKE METROPARKS**

PROPOSAL PKG. #2011-050

A mandatory pre-proposal meeting will be held at 11211 Spear Road, Concord Township, 44077 at 8:30 a.m. on Friday November 18, 2011.

All proposal documents, specifications, plans, etc., can be viewed or printed free of charge online at www.lakemetroparks.com click on "*About Us*", next click on "*Bids/Purchasing*". If you have any problems accessing the information, please contact the Purchasing Department at 440-352-2343. Copies of said proposal documents may also be obtained **at Lake Metroparks Administrative Headquarters**, 11211 Spear Road, Concord Twp., Ohio 44077.

In the performance of all contracts, contractors will comply with all applicable federal and state laws and regulations pertaining to Equal Employment Opportunities.

Lake Metroparks is a governmental agency exempt from all local, state, and federal taxes.

Proposals must be in sealed envelopes and clearly marked with the appropriate proposal number.

No proposal may be withdrawn for at least sixty-(60) days after the scheduled closing time for receipt of proposals.

Lake Metroparks reserves the right to reject any and all proposals and parts of any and all proposals and waive any informalities.

BY THE ORDER OF THE BOARD OF PARK COMMISSIONERS OF LAKE METROPARKS

Stephen W. Madewell
EXECUTIVE DIRECTOR

Published Date: November 7, 2011

INSTRUCTIONS TO PROPOSER

PROPOSED SCHEDULE FOR COMPLETION OF RFP PROCESS

- Legal Notice Published November 7, 2011
- Mandatory Pre-Proposal Meeting November 18, 2011
- Final Day to Submit Questions November 30, 2011
- Final Addenda Issued December 2, 2011
- Proposal Opening (Note: No public opening) December 8, 2011
- Award of Proposal by Board of Park Commissioners December 21, 2011
- Notice of Award Sent to responders December 22, 2011
- Contract Start Date January 1, 2012

PRE-PROPOSAL CONFERENCE

There will be a mandatory pre-proposal conference on the below listed date.

All interested respondents are invited to attend a pre-proposal conference/job site tour to be held on Friday, November 18, 2011. We will begin the meeting at the location listed below. All sites will be toured. During the job site tour, we will address questions received to date as well as additional questions required after viewing the facilities that require cleaning. All questions must still be submitted in writing AFTER the meeting (or provided in writing at the meeting), and nothing stated in the meeting shall be interpreted as a change to the written solicitation (specs, plans, etc), unless an addendum is issued with changes/clarifications.

<u>Date</u>	<u>Location</u>	<u>Time</u>
November 18, 2011	Administrative Headquarters 11211 Spear Road Concord Twp., Ohio 44077	8:30 a.m.

1. Responses are **due by 4:30 pm on Friday, December 8, 2011** and must be sealed and delivered to:

Lake Metroparks
11211 Spear Road
Concord Twp., Ohio 44077

- **Proposed pricing shall be submitted in a sealed envelope (provide three (3) hardcopies of your proposal, one marked master, the other two marked copies, and one (1) copy of the proposal on CD.**
 - **The envelope must read the following: REQUEST FOR PROPOSAL FOR OFFICE CLEANING FOR LAKE METROPARKS RFP 2011-050 Due Date December 8, 2011 @ 4:30 P.M.**
2. Inquiries requesting clarification regarding the Request for Proposal or its contents must be made in writing to the Purchasing Manager, Mark Evangelista, via e-mail at

mevangelista@lakemetroparks.com, or faxed to 440-639-9126 and must be received prior to 4:30p.m., November 30, 2011. Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled in an e-mail reply. If any questions result in changes or additions to the RFP, the changes or additions will be forwarded as quickly as possible, by addendum.

3. Respondents shall designate a single contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf. A document shall be provided showing those individuals within a firm with the legal authority to sign contractual commitments. Respondent shall also provide a detailed resume or summary of each team member's relative experience working on similar type of projects.
4. Proposals must address the following concerns as they relate to the project:
 - A. Prior experience with government agencies,
 - B. Summary of respondent's capabilities,
 - C. List of references of other municipal clients including state governments, local governments, and park districts including contact information,
 - D. Qualifications of key personnel, and
 - E. Respondent's strategy for cost containment.

Proposed pricing structure to be based on responsibilities and requirements herein.

TERMS AND CONDITIONS

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of sixty-(60) days.

ACCESSIBILITY. The Contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the installation of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

ACTIVITY REPORTS. The Successful Offeror shall provide daily activity reports addressing project status, significant accomplishments during the reporting period, problems affecting cost and schedule, and recommendations for resolutions.

ACKNOWLEDGMENT OF ADDENDUMS. If it becomes necessary to revise any part of this proposal, notice of the revision will be given in the form of an amendment to proposers who are on record with the Procurement Officer as having received this proposal. All amendments shall become a part of this proposal. Each proposer must acknowledge receipt of amendments, and the failure of a proposer to acknowledge any amendment shall not relieve the proposer of the responsibility for complying with the terms thereof. **Failure to so acknowledge may result in the proposal being rejected as not responsive.**

AFFIRMATIVE ACTION. Lake Metroparks hereby notifies all Offerors that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the proposals for award of contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Offeror may not assign, transfer, or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of Lake Metroparks.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF LAKE METROPARKS. Subject to the power and authority of Lake Metroparks as provided by law in this contract, Lake Metroparks shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. Lake Metroparks shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Offeror to a contract for the execution of the work. Upon request of Lake Metroparks, any agent submitting a proposal on behalf of a Offeror shall provide a current power of attorney certifying the agent's authority to bind the Offeror. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the

proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of Lake Metroparks, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Offeror offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. An Evaluation Committee will be established by Lake Metroparks. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. Lake Metroparks reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Lake Metroparks shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of Lake Metroparks after all factors have been evaluated

AWARD EVALUATION CRITERIA. Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

Evaluation Criteria	Points
Experience and Qualification of Firm	10
Experience and Qualifications of staff assigned to provide Janitorial service, including training provided to staff.	20
Method/Approach used to provide cleaning services that assures buildings are professionally maintained. This includes information on supervision of cleaning staff, how performance based incentives are handled, etc.	25
Firm's efforts on using environmentally safe products/equipment	10
Cost and Cost Containment	25
Financial Stability of Firm	10
Total	100

The evaluation committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of a Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of Lake Metroparks.

Discussions may at Lake Metroparks sole option, be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, Lake Metroparks will not disclose information derived from proposals submitted by competing Offerors.

Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, Lake Metroparks may negotiate a contract with the next highest scoring Offeror or withdraw the RFP.

Lake Metroparks reserves the right to award by building and reserves the right to not award cleaning services.

Award can be made without discussion with respondents; therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

INTERVIEWS. Interviews may be required of selected finalists at the Consultant's expense. The selected finalists will be notified of the date and time of the interview.

Lake Metroparks anticipates sending written notification to respondents selected for an interview. Respondents not selected will also be notified that their proposal will no longer be considered unless the Committee finds, after the completion of interviews, that additional respondents should be interviewed.

CANCELLATION OF SOLICITATION. Lake Metroparks may cancel this solicitation at any time.

CANCELLATION OF THE CONTRACT. *Without* cause, Lake Metroparks may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. *With cause*, Lake Metroparks may cancel this contract at any time with ten- (10) day's written notice to the Offeror. Cancellation for cause shall be at the discretion of Lake Metroparks and shall be, but is not limited to, failure to supply the materials, equipment, or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Offeror may not cancel this contract without prior written consent of Lake Metroparks Purchasing Manager.

CHANGES IN WORK. Lake Metroparks may, at any time work is in progress, by written order "and without notice to the sureties", make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as Lake Metroparks may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by Lake Metroparks. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

CLARIFICATION, CORRECTIONS, OR CHANGES TO SPECIFICATIONS. All clarifications, corrections, or changes, to the solicitation documents will be made by **Addendum only**. Vendors shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-proposal conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitation holders by email, facsimile or US mail. It is the vendor's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

CLEANUP. During performance and upon completion of work on this project, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish, and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean, and acceptable condition as approved by Lake Metroparks.

CLEANUP COST. Offeror shall include in the proposal, all costs for cleanup during performance and upon completion of work on this project.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Offeror hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Offeror's response. Offeror may submit an attachment entitled "Exceptions to Specifications," which must be signed by Offeror's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, state, local, and other laws relative thereto.

CONTRACTOR, DEFINITION. The term "Contractor" refers to the party entering into a contract with Lake Metroparks as a result of this solicitation.

CONTRACT ADMINISTRATION. The successful contractor maybe required to attend scheduled meetings with Lake Metroparks contacts to discuss issues relevant to cleaning services at the facilities covered by this request for quote.

CONTRACT INCORPORATION. This contract embodies the entire contract between Lake Metroparks and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Offeror's successful submittals, supplemental agreements, change orders, any required bond(s), and any and all written agreements which alter, amend or extend the contract.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Offeror to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Offeror shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Offeror to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which Lake Metroparks may rely that the Offeror has thoroughly examined and is familiar with the contract documents. The failure or neglect of an Offeror to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

DAMAGE. The contractor shall be held responsible for any breakage, loss of Lake Metroparks equipment or supplies through negligence of the contractor or his employee(s) while working on Lake Metroparks premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged.

The contractor shall immediately report to Lake Metroparks any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

DEFINITION OF TERMS. For the purposes of this RFP, the following definitions will be used:

- a. **Contractor.** Same as Successful Offeror.
- b. **Evaluation Committee.** An independent committee established by Lake Metroparks to review, evaluate, and score the proposals, and to recommend award to the Offeror that submitted the proposal determined by the committee to be in the best interest of Lake Metroparks.
- c. **May.** Indicates something that is not mandatory but permissible.
- d. **Must/Shall.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.
- e. **Offeror.** The person or firm making the offer.
- f. **Proposal.** The offer presented by the Offeror.
- g. **RFP.** Acronym for Request For Proposals.
- h. **Should.** Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- i. **Submittal Deadline.** The date and time on or before all proposals must be submitted.
- j. **Successful Offeror.** The person, contractor, or firm to whom the award is made.

COOPERATION BETWEEN CONTRACTORS. Lake Metroparks reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless Lake Metroparks from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

DISQUALIFICATION OF OFFEROR. If there is reason to believe that collusion exists among the Offerors, Lake Metroparks may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Offerors. Reasonable ground for believing that any Offeror is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which an Offeror is interested. If there is reason to believe that collusion exists among the Offerors, Lake Metroparks may refuse to consider Proposals from participants in such collusion. Offerors shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents To Be Returned" and attached hereto.

EXECUTION OF CONTRACT. The Successful Offeror/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after approval by Lake Metroparks Board of Park Commissioners. This approval will be conveyed in writing by the Purchasing Manager to the successful offeror. One copy of the contract will be returned to the Contractor after Lake Metroparks executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, Lake Metroparks may, at its option, consider that the Offeror has abandoned the contract, in which case the Proposal Security Bond shall be forfeited by the Offeror and become the property of Lake Metroparks. After the contract has been executed, including the insurance documents, certificates, and bonds, a Purchase Order will be issued. Offeror agrees to commence work within ten- (10) working days after the date of the Purchase Order

EXPERIENCE AND COMPETENCY. The Successful Offeror shall be skilled and regularly engaged in the general class or type of work called for under the contract. Each Offeror shall set forth his experience on the form entitled Offeror's Experience and submit it with his proposal. It is the intention of Lake Metroparks to award a contract to an Offeror who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Offeror, Lake Metroparks will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Offeror, consideration will be given not only to the financial standing but also to the general competency of the Offeror for the performance of the work specified in the contract documents.

Prospective contractors must have a minimum of four (4) years experience providing commercial cleaning services. References must be provided.

FINANCIAL STABILITY. The Contractor, including any subcontractors, must have the financial capability to undertake the contract. In order to demonstrate its financial capability, Lake Metroparks **may require** the submission of some or all of the financial information detailed below by both the Contractor and subcontractor if applicable. The requested information must be provided within five (5) working days of Lake Metroparks' written request.

- A) Audited Financial Statements for the Respondent's last three (3) fiscal years or for the years that the Respondent has been in business if this is less than three (3) years, including as a minimum the Balance Sheet, Statement of Retained Earnings, Income Statement and any notes to the statements.
- B) If the date of the Financial Statements provided in A) above is more than three (3) months from the date on which Lake Metroparks requests this information, the Respondent must also provide Interim Financial Statements consisting of a Balance Sheet and year to date Income Statement, as of two (2) months prior to the date of Lake Metroparks' request.

- C) Evidence by certification from the Chief Financial Officer or an authorized signing officer of the Respondent, regarding the accuracy of any financial information provided.
- D) Formal certification on proposer's stationary signed by the owner or authorized officer of the company indicating the proposing firm has not filed for bankruptcy in any form, nor are there any current intentions of filing any type of bankruptcy proceedings. In the event a proposer has or is considering filing bankruptcy of any type, formal certification will take on the form of a written explanation of such filing, complete with history and current status.
- E) A confirmation letter from the Respondent's financial institution(s) outlining the total of lines of credit granted and the amount of credit that remains available and not drawn upon as of one month prior to the date of Lake Metroparks' request.
- F) If any proposal is submitted by a joint venture, then the specific financial information requested may be required from each member of the joint venture depending on the magnitude and impact of their role in the joint venture.
- G) If the Contractor or subcontractor is a subsidiary of another company, then the specific financial information requested is also required from the parent company.

The Contractor will be required to provide Lake Metroparks with a Letter of Credit (LOC) suitable to Lake Metroparks. This requirement may, however, be waived by Lake Metroparks, in the event the Contractor can demonstrate strong financial stability/condition to Lake Metroparks. The required Contractor's LOC will be an amount equal to the total of two months worth of payments.

Said letter of credit shall be maintained for the life of the contract. The Letter of Credit shall be valid for a minimum of one year to a maximum of five years. If for one year, the Letter of Credit must be renewed annually. The Letter of Credit must be in effect before the Contract is executed.

FIRM PRICE PERIOD. Offerors' offer shall remain open and firm for a period of not less than sixty- (60) calendar days from the Submittal Deadline.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify Lake Metroparks, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

FORMATION OF CONTRACT. Offeror's signed offer (Proposal) and Lake Metroparks written Purchase Order shall constitute a binding contract.

INDEFINITE QUANTITY CONTRACT. This solicitation is for an open-ended contract between a vendor and Lake Metroparks to furnish an undetermined quantity of a good or service in a given period. An estimated quantity based on history or other means may be used as a guide.

INDEPENDENT CONTRACTOR. Contractor pledges that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further pledges that, in the performance of this contract, no subcontractor or person having such an interest shall

be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of Lake Metroparks. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of Lake Metroparks.

INFORMED PROPOSALS. Before submitting proposals, vendors must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at vendors own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar *days* of award of contract, Successful Offeror must furnish Lake Metroparks with the Certificates of Insurance proving coverage and naming Lake Metroparks, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish Lake Metroparks with the Certificates of Insurance proving coverage as specified Workers Compensation Certificate and Certificate of Insurance naming Lake Metroparks, its officers, and agents, Additional Insured by endorsement.

- The contractor will be held responsible for distribution of all chemicals and must carry Public Liability Insurance in the amount of not less than \$100,000/\$500,000 and Property Damage Insurance in the amount of not less than \$50,000.
- The contractor's interest in all property herein described, if any, or any personal liability to him arising from this agreement to whatever extent shall be considered to be covered by applicable insurance by the contractor to the extent required. Notwithstanding any language to the contrary, no interpretation shall be allowed to find Lake Metroparks responsible for loss or damage to personal property or to hold contractors harmless from any such occurrences. Contractor shall possess Workman's Compensation Insurance in the amount required by law.

A current certificate of insurance issued by the insurance company or a current certified copy thereof showing such coverage shall be provided to the Purchasing Manager prior to the commencement of work.

INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to Lake Metroparks a written request for an interpretation or correction. Requests for interpretation of proposal documents shall be made in writing and delivered to Lake Metroparks by mail at 11211 Spear Rd., Concord Twp., Ohio 44077, by facsimile to 440-639-9126, or by email to mevangelista@lakemetroparks.com. The requesting party is responsible for prompt delivery of any requests. When Lake Metroparks considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by Lake Metroparks as having received contract documents.

All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Offeror to ensure Lake Metroparks has their correct business name and address on file. Any prospective Offeror who obtained a set of contract documents from anyone other than Lake Metroparks is responsible for advising Lake Metroparks that they have a set of contract documents and wish to receive subsequent Addenda.

ISSUING AGENCY. WARNING: Proposers who have received this document from a source other than Lake Metroparks Purchasing Department should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the proposal or other communications can be sent to them. Proposers who fail to notify the Issuing Office with this information assume complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of Ohio. The parties stipulate that this contract was entered into in the county of Lake, in state of Ohio. The parties further stipulate that the county of Lake, Ohio, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

LATE PROPOSALS. Proposals not received by the Proposal Submittal Deadline are late. Late proposals will be returned to vendor unopened.

MEASUREMENTS. It is the responsibility of the Offeror to make all measurements to determine his proposal price. Lake Metroparks will not be responsible for determining the quantities of materials necessary to complete the work specified.

NOMENCLATURES. The terms Successful Offeror, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom Lake Metroparks enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Offerors are required to submit a Non-Collusion Affidavit with their Proposals. See attached Affidavit.

NOTICES. All notices, demands, requests, approvals, reports, instructions, consents, or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Mark Evangelista, MBA, C.P.M.
11211 Spear Rd.
Concord Twp., Ohio 44077

Or, to any other persons or addresses as may be designated by notice from one party to the other.

OFFEROR IS SOLE POINT OF CONTACT. The Successful Offeror will be the sole point of contact. Lake Metroparks will look solely to the Successful Offeror for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Offeror shall not be relieved for the non-performance of any or all subcontractors.

OFFEROR'S BACKGROUND. Offeror must provide a company profile. Information provided shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Location of the office servicing any Ohio account(s).
- d. Number of employees both locally and nationally.
- e. Location(s) from which employees will be assigned.
- f. Name, address, and telephone number of the Offeror's point of contact for a contract resulting from this RFP.
- g. Company background/history and why Offeror is qualified to provide the services described in this RFP.
- h. Length of time Offeror has been providing services described in this RFP. Please provide a brief description.
- i. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- j. Offeror's bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Offeror or in which the Offeror has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. Lake Metroparks reserves the right to reject any proposal based upon the Offeror's prior history with Lake Metroparks or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

OFFEROR'S REFERENCES. Offerors should provide a minimum of three (3) references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment;
- e. Staff assigned to reference engagement that will be designated for work per this RFP;
- f. Client project manager name and telephone number.

OFFERS OF MORE THAN ONE PRICE. Offerors are NOT allowed to submit more than one proposal.

PRE-PROPOSAL MEETING. A mandatory pre-proposal meeting has been scheduled for all prospective Offerors. See schedule for time and date. This meeting has been scheduled to provide Offerors with the opportunity to become familiar with the parameters of this Request for Proposal and to provide an opportunity to have questions answered regarding the project proposal. Before

the meeting, Offerors are invited to tour the area to become familiar with the project area. All offerors will be asked to sign in at each location.

PROPRIETARY INFORMATION. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Offeror may clearly label part of a proposal as "CONFIDENTIAL" if the Offeror thereby agrees to indemnify and defend Lake Metroparks for honoring such a designation. The failure to so label any information that is released by Lake Metroparks shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by Lake Metroparks, Lake Metroparks will notify the Offeror of the request and delay access to the material until seven working days after notification to the Offeror. Within that time delay, it will be the duty of the Offeror to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

PRE-WORK MEETING. The contractor shall not commence work until a meeting between representatives of the contractor and Lake Metroparks is held. The meeting will be held at Lake Metroparks 11211 Spear Rd., Concord Twp., Ohio 44077 at a time and date later to be established.

PROGRESS MEETINGS. During the course of work, the Successful Offeror may be required to attend and participate in progress review meetings. They will be working meetings and the number of people and time involved will be held to a minimum.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

PRICES. All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Offeror's authorized representative.

Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity, and cash discounts. Any price reductions available during the contract period shall be offered to Lake Metroparks. Failure to provide available price reductions may result in termination of the contract.

Proposal prices shall include everything necessary for the completion of cleaning services and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents. The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary "cleanup" that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Offeror shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall

prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs proposal. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

PRICE DISCREPANCIES. In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Offeror will be bound by said corrections.

PROPOSAL CONTENT. Offeror must describe in detail how he will meet the requirements of this RFP, and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed.

Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals must include all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, and lease purchase agreements. The omission of these documents renders a proposal non-responsive. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

Lake Metroparks is not liable for any costs incurred by Offerors before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Offeror in responding to the RFP, are entirely the responsibility of the Offeror, and shall not be reimbursed in any manner by Lake Metroparks.

PROPOSAL DEADLINE. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Offeror unopened.

PROPOSAL FORMS. Proposal are to be submitted on forms provided and on proposer's forms where necessary.

- a. Forms. Proposals must be submitted on preprinted forms supplied by Lake Metroparks Purchasing Department.

- b. Copies. **Proposed pricing shall be submitted in a sealed envelope (provide three (3) hardcopies of your proposal, one marked master, the other two marked copies, and one (1) copy of the proposal on CD.** Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.
- c. Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", Lake Metroparks reserves the right to use the original as the Master. If no document can be identified as an original bearing original signatures, Offeror's proposal may be rejected at the discretion of Lake Metroparks.

PROPOSER IDENTIFICATION. Proposals must contain the name of every person, firm, or corporation interested therein, and shall be accompanied by an Affidavit of non-collusion, which is attached hereto, for each firm, corporation, or individual, which is subcontracted to work under this contract. The form must be signed and notarized.

PROPOSAL OPENING AND PROPOSAL RESULTS. Only the names of the Offerors will be publicly read aloud at the Submittal Deadline. Proposals will not be opened publicly. ***No other information will be released until after the award.*** Proposals will be made public and may be inspected after award is made.

POSTPONEMENT of PROPOSAL OPENING. Lake Metroparks reserves the right to postpone the Submittal Deadline for proposals any time before the date and time announced in the Request for proposals or subsequent addenda.

PROPOSAL SUBMITTAL DEADLINE. Proposals must be submitted in **sealed envelopes** and should be properly identified with the Proposal number and Proposal Submittal Deadline. Proposals must arrive at Lake Metroparks, 11211 Spear Rd. Concord Twp., Ohio 44077 Front Desk no later than 4:30 p.m. local time on the proposal opening date. Telephone, telegraphic, facsimile, electronic, and late proposals will not be accepted or considered. It is the vendor's responsibility to see that their proposals have sufficient time to be received before the Proposal Submittal Deadline.

PROPOSAL WITHDRAWAL. Vendor's authorized representatives may withdraw proposals only by written request received by the Purchasing Department before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their proposals for a period of sixty- (60) days from the Proposal Submittal Deadline. At no time may the successful vendor withdraw his proposal.

PROPOSAL MODIFICATIONS. Any Offeror who wishes to make modifications to a proposal already received by Lake Metroparks must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

PROPOSAL RECEIVED LATE. Late proposals will not be accepted and will be returned to Offerors unopened.

PROPOSAL, REJECTION OF. Lake Metroparks reserves the right to reject any or all Proposals or any part of a Proposal. Lake Metroparks reserves the right to reject the Proposal of any Offeror who previously failed to perform adequately for Lake Metroparks or any other governmental agency. Lake Metroparks expressly reserves the right to reject the Proposal of any Offeror who is in default on the payment of taxes, licenses or other monies due Lake Metroparks.

PROPOSAL RESULTS. It is not the policy of Lake Metroparks to provide RFP results until after an award has been made.

PROPOSAL SUBMITTAL. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Offeror, RFP number, and Submittal Deadline. Offeror's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL. Offerors' authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS. Vendors shall notify the Purchasing Department promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing to the Purchasing Department. *Questions regarding this solicitation must be submitted in writing*, by either mail (mevangelista@lakemetroparks.com) or facsimile, to the Purchasing Department at 11211 Spear Road, Concord Twp., Ohio 44077 or Fax 440-639-9126 and **shall arrive no later than 4:30p.m., on November 30, 2011. Any questions received after the deadline will not be addressed. Vendor's company name, address, phone and fax number, and contact person must be included with the questions or comments.**

QUALIFICATION OF OFFERORS. Each Offeror shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Offeror's experience shall be set forth and submitted on the form provided herewith. It is the intention of Lake Metroparks to award a contract to an Offeror who furnishes satisfactory evidence that the Offeror has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Offeror to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Offeror, Lake Metroparks will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Offeror, consideration will be given not only to the financial standing but also to the general competency of the Offeror for the performance of the work covered and/or specified in the contract documents. To this end, each Proposal shall be supported by a statement of the Offeror's experience on the form entitled "Offeror's Experience," which is a part of the contract documents.

Firm must be in business for a minimum of four (4) years. Firm must have experience in similar cleaning services to a facility of not less than 25,000 square feet and have experience with cleaning government buildings and administrative office facilities. Firm must have all the necessary equipment, organizational capacity and technical competence necessary to complete

the services defined herein. Lake Metroparks reserves the right to make a site visit to verify ability to comply.

REFERENCES. All vendors must supply a list of three customers for whom services of the type requested herein have been provided within the last year.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. Lake Metroparks reserves the right to reject any or all proposals, or any part of a proposal. Lake Metroparks reserves the right to reject the proposal of any Offeror who previously failed to perform adequately for Lake Metroparks or any other governmental agency. Lake Metroparks expressly reserves the right to reject the proposal of any Offeror who is in default on the payment of taxes, licenses, or other monies due Lake Metroparks.

REJECTION OF WORK. Contractor agrees that Lake Metroparks has the right to make all final determinations as to whether the work has been satisfactorily completed.

RIGHTS RESERVED.

(1) Rejection of Work. Contractor agrees that Lake Metroparks has the right to make all final determinations as to whether the work has been satisfactorily completed.

(2) Completion of Work. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, Lake Metroparks reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor, including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this proposal.

RULES FOR SUBMITTING PROPOSALS

- a. **Submittal Deadline.** Proposals must arrive in Lake Metroparks Purchasing Department, 11211 Spear Rd., Concord Twp., Ohio 44077 by the Submittal Deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.
- b. **Responsibility.** Offerors are solely responsible for ensuring that their proposals are received by Lake Metroparks in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. Lake Metroparks shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Deliveries made before the Submittal Deadline but to the wrong Lake Metroparks office will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline.
- c. **Extension of Submittal Deadline.** Lake Metroparks reserves the right to extend the Submittal Deadline when it is in the best interest of Lake Metroparks.
- d. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- e. **Forms.** To be considered for award, each proposal shall be made on forms furnished by Lake Metroparks.

- f. **Late Proposals.** The Submittal Deadline IS FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned to the Offeror unopened.
- g. **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Offeror.
- h. **Sealed Proposal.** Proposals MUST BE sealed upon submittal (e.g., sealed envelope, package, box, etc.)

SELL OR ASSIGN. The successful Offeror shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of Lake Metroparks.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SIGNATURES. An individual who is authorized to bind the Offeror must sign the proposal.

SITE INSPECTION. Before submitting Proposals, Offerors must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Offerors' own risk and they cannot secure relief on the plea of error.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited to* the Request For Proposals, Instructions To Offeror, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form, Special Provisions, Proposed Equipment & Material Manufacturers form, Experience Statement, Subcontractor's List, Workers Compensation Insurance Certificate.

SUBCONTRACTOR COMPETENCY. The Successful Offeror will be required to establish to the satisfaction of Lake Metroparks the competency, reliability and responsibility of the subcontractors proposed to furnish or perform the work described in the contract documents. Before the award of the contract, Lake Metroparks will notify the Offeror in writing if, after due investigation, Lake Metroparks has reasonable objection to any proposed subcontractor. If Lake Metroparks has reasonable objection to any subcontractor the Offeror shall submit an acceptable substitute person to Lake Metroparks.

Persons and entities proposed by the Offeror to be used as subcontractors, and to whom Lake Metroparks has made no reasonable objection, must be used on the work for which they were proposed and shall not be changed except with the written consent of Lake Metroparks.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Offeror must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

The names and addresses of any subcontractor or associate proposed to complete any of the services shall be stated in the proposal response. State the capacity they would be used in and the approximate percentage of total services or the type of services they would provide.

If subcontractors are used, Lake Metroparks will consider the proposing vendor to be the Prime Contractor and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such subcontractor arrangements.

The Prime Contractor will be fully responsible for the acts, errors, and omissions of the subcontractor. The successful respondent shall cause appropriate provision of its proposal to be inserted in all subcontracts ensuing to ensure fulfillment of all contractual provisions by subcontractors.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used on this project, Offerors must provide a minimum of *two* references from similar projects performed for any local government clients within the last *three* years.

Information provided shall include:

- A. Client name;
- B. Project description;
- C. Project dates (starting and ending);
- D. Technical environment;
- E. Staff assigned to reference engagement that will be designated for work per this RFP; and
- F. Client project manager's name and telephone number.

SUBMITTAL DEADLINE. **The Submittal Deadline is 4:30 p.m. Proposals must arrive in Lake Metroparks Office Front Desk, 11211 Spear Rd., Concord Twp., Ohio, 44077, by 4:30 p.m., local time.** The receiving time in Lake Metroparks Office will be the governing time for acceptability of proposals.

SUBMITTAL METHOD. Proposals must be submitted in sealed envelopes and should be properly identified with the Proposal Number and the Submittal Deadline. Telephone, telegraphic, facsimile, electronic, and late Proposals will not be accepted nor considered unless otherwise specified herein. It is the responsibility of Offerors to see that their Proposals have sufficient time to be received by Lake Metroparks Office before the Submittal Deadline. Lake Metroparks will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered.

TAXES. Successful Offeror shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless Lake Metroparks from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

TERMINATION. The contract may be terminated under the following conditions:

A. By either party upon sixty (60) days written notice.

B. By Lake Metroparks, at any time, upon thirty (30) days written notice.

C. By Lake Metroparks if the contractor does not satisfactorily perform the services as indicated in the specifications herein. The agency must submit to the Purchasing Department adequate documentation of unsatisfactory performance, which shall include copies of correspondence to the contractor before a notice of termination will be issued. The notice of termination will be in written form to the contractor with a copy to the agency and be effective seven (7) days after the date of the notice.

Rights and Remedies

If this contract is terminated, by Lake Metroparks, in addition to any other rights provided for in this contract, Lake Metroparks may require the Contractor to transfer title and deliver to Lake Metroparks in the manner and to the extent directed, any completed materials. Lake Metroparks shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services were provided to and/or goods were accepted by Lake Metroparks.

The rights and remedies of Lake Metroparks provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

TERMS OF THE OFFER. Lake Metroparks acceptance of Offeror's offer shall be limited to the terms herein unless expressly agreed in writing by Lake Metroparks. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

Offeror understands and acknowledges that the representations in this proposal are material and important, and will be relied on by Lake Metroparks in evaluation of the proposal. Offeror misrepresentation shall be treated as fraudulent concealment from Lake Metroparks of the facts

VENDOR IDENTIFICATION FORM. Each vendor is required to complete the Vendor Identification Form attached hereto.

SUBCONTRACTOR AGREEMENT TO TERMS OF THIS SOLICITATION. A proposal submitted in response to this RFP must identify all subcontractors, and outline the contractual relationship between the awarded Offeror and each subcontractor.

It is the Offeror's responsibility to ensure that an official of each proposed subcontractor signs a statement to the effect that the subcontractor has read and will agree to the terms of any contract resulting from this solicitation. Subcontractor's agreement shall be include as part of the proposal submitted in response to this RFP.

WITHDRAWAL OF PROPOSAL. Offerors' authorized representative may withdraw Proposals only by written request received by the Purchasing Manager before the Proposal Submittal Deadline. After that time, Offerors may not withdraw their Proposals for a period of sixty- (60) days from the date of opening. At no time may the successful Offeror(s) withdraw his Proposal.

TERM, PRICING AND PAYMENT

TERM

The initial term of this contract shall be effective for a period of two (2) years, commencing on January 1, 2012 and ending December 31, 2014. Continuation beyond each one year of the initial two-year contract period is contingent upon satisfactory performance in the prior year as well as available funding.

The contract may be extended after the initial two-year term for two one-year periods at the discretion of Lake Metroparks.

PRICING

Vendors are to provide a firm fixed price per month for contract years 1 and 2 inclusive of all labor, supervision, equipment, cleaning supplies, and any other materials required to provide janitorial cleaning services. Pricing for the third contract year, as well as any extensions exercised will be subject to escalation/de-escalation in accordance with the Bureau of Labor Statistics (BLS), National Employment Cost Index (ECI), Total Compensation, Private Industry Workers, Service Occupations (Series ID CIU2010000300000A)(B), or 5%, whichever is less. The percentage of increase/decrease will be based on the change from 2nd quarter of the previous year to 2nd quarter of the current year to calculate the percentage of increase or decrease. In the sample following, the increase allowed would be 3.3%.

Requests for any increase must be received in writing no later than September 30th of the 2nd contract year for the 3rd contract year and for each contract year thereafter if extensions are exercised.

The screenshot shows a web browser window titled "Bureau of Labor Statistics Data - Microsoft Internet Explorer". The address bar shows a URL from data.bls.gov. The page content includes a navigation menu, a search bar, and a section titled "Databases, Tables & Calculators by Subject". Under this section, there are options to change output options (From: 2001, To: 2008) and a "GO" button. Below this, it says "Data extracted on: September 4, 2008 (7:42:07 AM)". The main data table is titled "Employment Cost Index" and shows the following data:

Year	Qtr1	Qtr2	Qtr3	Qtr4	Annual
2001	4.2	3.7	3.6	3.8	
2002	3.6	3.3	3.7	2.9	
2003	3.1	3.1	3.2	3.3	
2004	3.1	3.5	3.0	2.8	
2005	2.7	2.4	2.4	2.4	
2006	2.3	2.5	2.8	3.1	
2007	3.7	3.6	4.0	3.8	
2008	3.2	3.3			

Below the table, it notes: "B : Includes wages, salaries, and employer costs for employee benefits."

PAYMENT

Contractor shall invoice the department monthly for services rendered under the provisions of this contract. A Separate invoice is required for each building location. All invoices will be sent to 11211 Spear Road Concord Twp., Ohio 44077.

Invoicing after each month's service shall be no later than the 10th of the month following the work period and must include the purchase order number, the cost per month and the building location. Extra work or project cleaning shall be itemized on the invoice. This shall include a copy of the time sheets of the people doing the work.

RELEVANT BACKGROUND INFORMATION

Lake Metroparks is a political subdivision of the state of Ohio. Over half a century ago, visionary citizens of Ohio's smallest county began campaigning to set aside land for future parks. To conserve and preserve the natural resources of Lake County, Lake Metroparks was formed in 1958 under the authority of Chapter 1545 of the Ohio Revised Code and is a separate political subdivision of the state of Ohio. The park district consists of 43 parks, facilities, and properties, encompassing a total of 8,050 acres (including 6,776 owned acres, 721 leased acres, and 553 acres of land easements). Its boundaries are coterminous with the boundaries of Lake County, Ohio, located immediately east of Cuyahoga County. The southern shoreline of Lake Erie forms the northern boundary of the park district.

The presiding Lake County Probate Court Judge, currently the Honorable Ted Klammer, appoints a three-member board of citizens to govern Lake Metroparks. Lake Metroparks Board of Park Commissioners Ellen Foley Kessler, Mark P. Oesterle, and Frank J. Polivka serve, without compensation, for three-year alternating terms. In March of each year, the Board of Park Commissioners appoints an Executive Director who serves as the Chief Executive Officer for the Park District. Lake Metroparks Executive Director is Stephen W. Madewell.

SUMMARY

Lake Metroparks has a need to contract for janitorial cleaning services to maintain a clean, sanitary, and safe work environment, in a cost effective manner. In an effort to ensure the most efficient and economical services, Lake Metroparks is utilizing this Request for Proposal (RFP) process, which bases award on the evaluation of work history, technical experience, ability, resources and other pertinent factors of the proposer in conjunction with the total cost.

INTRODUCTION

Lake Metroparks is requesting proposals for janitorial cleaning services for the following locations for a three-year period to commence January 1, 2012:

The successful bidder will be responsible for the following tasks at the following locations:

- Concord Woods Administrative Complex
11889-11211 Spear Rd.
Concord Twp., Ohio 44077
- Lakefront Lodge
30525 Lakeshore Blvd.
Willowick, Ohio 44095
- Penitentiary Glen Nature Center
& Wildlife Center
8668 Kirtland-Chardon Rd.
Kirtland, Ohio 44095
- Environmental Learning Center
7250 Alexander Road
Concord Township, Ohio 44077

GENERAL/BUILDING INFORMATION

Administration Center:

The Administration Center is an 8:00 a.m. to 4:30 p.m., Monday thru Friday operation. The Administration Center area **includes the Ranger Headquarters, Vehicle Maintenance, and the Administrative Offices.** All rooms will require cleaning as well as the basements areas identified.

Contract services will not be required in the Administration Center on weekends or the holidays noted herein unless specifically requested. All cleaning services for the Administration Center will be performed after normal business hours.

Lakefront Lodge

Houses Lake Metroparks Volunteer Offices and a beautiful panoramic view of Lake Erie. A meeting room with sliding glass doors that face Lake Erie, facility includes kitchen with a refrigerator, stove and sink (utensils, pots, and pans not included), restrooms, and banquet tables with stackable chairs for 60 people.

Once a private residence, this 10-acre lakefront park features an outstanding view of Lake Erie and a rentable building suitable for meetings, family gatherings, and small parties. In addition to private rentals, the facility is used to host public recreational programs.

Penitentiary Glen

Penitentiary Glen Reservation has been designated by the Ohio Department of Natural Resources, Division of Wildlife as a "Watchable Wildlife" site.

Penitentiary Glen Reservation features 424 acres of forest, fields, wetlands, and over 7.5 miles of hiking trails. The park is named for the deep gorge that divides it, which is easy to get into and difficult to get out of. Naturalists lead exciting programs year-round including nature-inspired events, programs, and classes.

- **Kevin P. Clinton Wildlife Center**

The mission of the Wildlife center is to relieve the stress of human impact on wildlife populations through human education and wildlife rehabilitation.

Each year, nearly 2,000 injured or orphaned animals receive first aid and rehabilitation at the Wildlife Center. Patients include backyard wildlife, such as rabbits and songbirds, and endangered species such as the peregrine falcon and bald eagle. Many eventually resume their life in the wild.

The Wildlife Center is home to 25 Animal Ambassadors ranging from reptiles, mammals, to a variety of birds of prey. These animals assist the staff in teaching the public, groups, and students about wildlife issues and conservation. All of our school programs meet current academic standards.

The Wildlife Center relieves the stress of human impact on wildlife populations through human education and wildlife rehabilitation.

The Wildlife Center offers quality education programs and operates a Wildlife Helpline to provide information on Ohio's native wildlife. Injured, orphaned, or sick animals are given

appropriate care and nurturing so that they may be returned to the wild. Special attention is given to animals whose populations are in decline.

- ***Nature Center***

The Nature Center houses hands-on exhibits, art shows, an award winning "Window on Wildlife," and The Nature Store.

Hours

Nature Center: 9 am - 5 pm; Closed Thanksgiving and Christmas

Wildlife Center: 9 am - 5 pm; Closed Thanksgiving and Christmas

Environmental Learning Center

This facility is open for pre-registered programs only.

Lake Metroparks Environmental Learning Center is a state-of-the-art science and educational facility that connects people with nature. It features educational exhibits, fully equipped high-tech classrooms, an astronomical observatory, a biology/biotechnology lab, and a weather station.

Located on approximately 250 acres of beautiful and ecologically diverse open space rich in both cultural and natural history, Big Creek and Jordan Creek are protected on this property.

Students, educators, and residents of Northeast Ohio will benefit from the unique partnerships, programs and projects that are and will continue to be developed at this facility.

A partnership with the Lake County Educational Service Center relocated the award-winning Porter Program for Science and Mathematics to Lake Metroparks Environmental Learning Center. Future partnerships with educational institutions will expand learning opportunities for grades pre-K through 12 along with college level classes, internships, and professional development for educators.

Scope of Services

1. General

Contractor shall furnish all labor, supervision, equipment, cleaning supplies, and any other materials required to maintain a clean, sanitary, and safe environment in the buildings listed in this RFP. Cleaning will consist of all areas in the buildings with the exception of the following: garage areas, radio services operations area, mechanical rooms or hazardous material areas.

The tasks and frequencies listed are meant to serve as the minimum criteria for services provided, and may or may not be sufficient to present a consistent clean appearance. As the intent of this contract is to ensure a clean working environment, appearances and functions as outlined will be used to evaluate contract performance. **It is not represented that the list of services required is a complete list of the tasks to be performed, but it is understood that all items not listed, but required to properly clean and maintain the buildings in this RFP at a high standard of cleanliness, shall be included as though enumerated in detail.**

During bad or inclement weather, Lake Metroparks may install additional floor mats to give a cleaner appearance to the building. The Contractor, following established cleaning specifications and standards, shall maintain the additional mats.

Note: Whenever the word "clean" is used, it is understood to mean scrub, wash, dust, damp clean, scrape, vacuum, clean, or polish, as necessary, to bring the area or item cleaned to a condition free of dust, dirt or stains satisfactory to Lake Metroparks. Cleaning is to be accomplished by hand and/or power tools using cloth, steel wool, scrub brushes with abrasive powders, soaps, detergents, cleaners, solvent, bleaches, ammonia liquid and paste polishes, etc.

2. Work Schedule

Work schedules will be established to meet the daily demands based on the work schedule of the building occupants. Contractor will be given a one-week notice of changes in hours that may necessitate changes in daily demand. A schedule of hours/days for each building will be mutually agreed upon with the successful contractor.

In the event the contractor has a personnel shortage, permission must be authorized to work beyond the agreed upon hours or weekends to achieve the minimum daily hours required by this contract.

3. Extra Work

Work not considered to be routine, not done on a regular schedule and not considered elsewhere in this document shall be considered extra work. This type of work may only be done at the request of Lake Metroparks. Extra work and project cleaning shall be performed at the rate quoted by the Contractor. Lake Metroparks, in consultation with the Contractor, will determine the schedule required to accomplish the requested tasks. This could include but not limited to emergency cleaning, construction cleanup, and/or additional days, etc.

A. Special or Emergency Cleaning

Special or Emergency Cleaning – When directed by the Property Manager by written order to clean any area required for a special occasion, or made necessary by an emergency or mishap at any of the locations listed in this RPF, the Contractor shall furnish all labor and supervision as required to fill the order.

Examples of emergency cleaning include, but are not be limited to, vomit, bowel and blood pathogen clean up.

B. Trash Removal

Each location will have a designated area for trash collection with a dumpster or other container. The Contractor is to empty all individual trash containers in offices and rest rooms each cleaning date, replace the liners provided by Lake Metroparks, and then remove the trash to the main trash collection locations.

C. Recycled Materials

Contractor is to empty the individual recycled materials containers and move contents to the designated collecting area in each building. Lake Metroparks will provide all containers. The awarded Contractor will be notified of the area to deposit recyclables at each location upon implementation of cleaning contract.

D. Glass/Window Cleaning

All regular inside windows, door glass (inside/outside including sills), and partition glass (inside/outside) must be cleaned in each location by the Contractor. The cost for interior window cleaning services is to be included in the monthly billing cost.

All work will be rendered in accordance with OSHA safety regulations and to the satisfaction of Lake Metroparks. This shall include keeping the work area free from accumulation of waste materials or rubbish caused by operations, and promptly removing any such materials to an approved disposal location.

The Contractor shall report observed damage to windows or frames to the building property manager or designee prior to cleaning the damaged area. **Failure to report such damage before cleaning may result in the Contractor being held responsible for the damage.**

E. Alarms

There are various security, smoke detection, or fuel tank leakage alarms located in the various buildings. If they are activated, the Contractor should contact the Ranger Department to report the alarm activation. This number will be given to the awarded Contractor.

F. Security

The Contractor will be required to submit to the facility manager a complete list of employees that will be used for each location no later than one month prior to the start of the Contract unless otherwise mutually agreed. Lake Metroparks must be notified throughout the term of this contract of any personnel changes in advance (minimum of one day).

Contractor shall complete background checks at Contractor's expense on all personnel prior to starting any activity for Lake Metroparks and annually thereafter and shall make a report to Lake Metroparks advising the outcome of such check. Contractor shall confirm in writing prior to the contract commencement date and no later than January 5th of each succeeding contract year, that they have successfully conducted the background checks prior to the commencement of work and that Contractor will not use any personnel for whom background checks have revealed factors that make them unsuitable for the activity to be undertaken for Lake Metroparks. This includes replacement personnel.

At a minimum, resources to be checked should include, but are not limited to, civil and criminal record, Department of Transportation motor vehicle/licensing records. In order to do so, Contractor must obtain certain information for each of the Contractor's employees expected to be performing work for Lake Metroparks.

At a minimum, the information shall include full name (including middle initial), date of birth and social security information. Additional information that is helpful in completing background checks includes maiden name, sex, race, driver's license number, and issuing state and places of residence for the last three years.

NOTE: If the individual has resided outside of the State of Ohio within the last three (3) years, you will have to do similar research within the state they resided in.

All costs associated with the background checks are to be borne by the Contractor. All records received as a result of the background checks are to be retained by the Contractor for a period of three (3) years after contract expiration.

Lake Metroparks reserves the right to request the results of the background checks and/or to do additional background checks on their own.

For staff assigned to the Ranger Headquarters buildings, the following additional requirements apply:

If the contracted firm has prior knowledge of issues with the workers that may be questionable, contact Chief Mike Burko at 440-358-7290 and he will be able to make an upfront assessment if the individual would be allowed access or denied.

Due to the very nature of work housed in that facility, the Contractor and his employees shall be required to comply with any and all building security measures provided by the Ranger Department to ensure that the integrity of confidential and highly sensitive work is maintained and secured.

The Contractor is responsible for training his employees, both on-site and off-site personnel, in security matters pertaining to the facilities.

For all other buildings, keys required to perform the duties will be given to applicable staff. Any keys required to perform the required duties will be signed for by the Contractor's supervisor and the supervisor will be responsible for the distribution and supervision of such.

Contractor must report lost or misplaced keys within 24 hours to the facility manager. Contractor will be charged a replacement fee of \$100 (one hundred dollars) minimum, (or the current cost of replacement) for each replacement key. If/when Contractor's staff is no longer working in Lake Metroparks' buildings, Contractor shall immediately collect their keys and return them to the Manger within 24 hours.

Regardless of the building being worked in, the Contractor's staff shall not:

- Bring firearms, knives or any other prohibited weapons or contraband into the building.
- Loan out keys to other persons.
- Permit access by anyone who does not share the same privilege.
- Use emergency exits unless there is an emergency.
- Provide building access to others through emergency exits.
- Block any secured door.

Neither Contractor nor his/her staff shall permit any other individual to have access to the buildings, rooms, nor grounds designated herein, without prior approval of the facility manger or his designee. Anyone not employed by the janitorial service will not be permitted on Lake Metroparks' property. Unauthorized personnel, such as friends, visitors, children or any other family members that are on site may be cause for cancellation of the contract.

Contractor shall remove from Lake Metroparks' account and collect keys from staff that violate key access policies and procedures and return to the Manager within 24 hours. Lake Metroparks may also rescind keys, or modify access protocols at any time, as it deems necessary.

It is understood that Lake Metroparks shall have the authority to request removal of personnel for failure to comply with these requirements. All decisions of Lake Metroparks shall be final. A request by Lake Metroparks to remove an individual from our account shall not constitute an order to discipline or discharge them. All actions taken by the Contractor in-regard to employee discipline shall be at the sole discretion of the Contractor. Lake Metroparks shall be held harmless in any disputes the Contractor may have with the Contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

Lake Metroparks makes no assurances that Lake Metroparks' controlled access policy will eliminate the possibility of security breaches, threats or harm to any person.

G. Supervisor's Responsibilities

The supervisor shall ensure that:

1. Contractor's employees wear a distinctive uniform. All uniforms shall be the same for all employees and must be different in both design and color, from those worn by Lake Metroparks employees.
2. Contractor's employees that appear to be under the influence of alcohol or drugs shall not be permitted into the building.
3. Loud or boisterous conduct is prohibited.
4. Contractor's employees will not use or tamper with office machines, equipment, and agency employees' personal property at any time.

5. Contractor's employees will not open desk drawers, cabinets, or refrigerators at any time with the exception that refrigerators may be opened when cleaned.
6. Contractor's employees will not use agency telephones at any time unless work related or for an emergency.
7. Contractor's employees wear proper clothing. No short-shorts or exposed midriff shirts or blouses are to be worn.
8. Hallway access doors to offices or office suites will be kept locked at all times, for security reasons, even when Contractor's employees are in these areas cleaning.
9. Assure that Contractor's staff does not bring any guests, family members, children etc. onsite.

Note: The contract supervisor must be able to verbally communicate in the English language and in whatever language the working staff speaks so that a complete level of understanding of the work to be performed is achieved.

H. Items Requiring Repair

Contractor's employees shall report daily, through their supervisors, all conditions requiring attention of Lake Metroparks, such as broken fixtures, broken dispensers, leaking pipes, defective electrical equipment, etc. Unusual conditions shall also be reported daily, such as unlocked doors, non-routine occupancy, etc.

I. Equipment

Space will be provided in each building as applicable for all equipment supplied by the Contractor, which remains on the job site during the life of the contract. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services, and available to the Contractor's employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements.

Contractors are to list what type and age of equipment will be provided to accomplish the above, with their response.

J. Supplies/Equipment

Unless otherwise noted, all supplies and equipment required to carry out the cleaning operations within the scope of this contract shall be provided by the Contractor, and shall meet the standards of the Federal Occupational Safety and Health Act and the State of Ohio safety codes.

Contractor shall comply with OSHA Hazard Communications Standards, 29 CFR 1910.1200. Contractor's staff in each building must follow all aspects of the OSHA right-to-know program on hazardous materials. Material Safety Data Sheets (MSDS) shall be made readily available to Lake Metroparks.

Note: Lake Metroparks has established a goal to clean and maintain facilities with chemicals and equipment which are more in line with the Green Seal Environmental Standards. As part of the submittal, vendors shall be required to provide a detailed list of the products and equipment, including applicable Green Seal documentation, required to perform the services defined herein.

Since improvements in the "green" technology are still emerging, Lake Metroparks shall have the right to require the Contractor to use Green Seal products and equipment as they become more available - most notably in the areas of disinfectants, wax strippers, floor

finishes, and acid bowl cleaners. No cleaning compound without the Green Seal of approval on the label will be allowed without the written approval of Lake Metroparks. For more information on Green Seal and/or Green Seal certified products, visit <http://greenseal.org/>.

K. Expendable Supplies

Expendable supplies such as toilet tissue, paper towels (including kitchenette areas), soap for dispensers, drinking cups for dispensers, trash liners, sanitary napkins, and bathroom air fresheners shall be furnished by Lake Metroparks. The Contractor shall be responsible for servicing all dispensers of such supplies on a daily basis (or per cleaning schedule) using Lake Metroparks furnished supplies.

The Contractor will be responsible for the inventory of supplies and for notifying Lake Metroparks immediately when supplies need to be replenished.

L. Storage Areas/Supply Replenishment

The Facility Manager shall indicate to the Contractor which areas or rooms may be used for storage of materials and equipment. The Contractor shall keep such storage places neat, clean, and sanitary.

If Contractor's cleaning supplies need to be replenished or other equipment is required to be delivered, the Contractor shall manage his delivery vendors as follows:

- Contractor accepts delivery at the loading dock and does not allow delivery vendor to enter the facilities. The Contractor transfers delivery inside Lake Metroparks' facilities through its own personnel, or
- Contractor accepts delivery and escorts delivery personnel into the facilities to deliver the goods and escorts delivery personnel back outside of the loading dock.
- At no time shall the delivery personnel be left unescorted.

M. Training Sessions

Contractor's personnel must be trained by the Contractor so they are qualified to provide a high standard of cleanliness to Lake Metroparks' locations and to ensure that all safety regulations are met.

N. Performance Monitoring/ Inspection Reports

The contractor is to supply each location with a performance log for Lake Metroparks staff to detail areas that are not being cleaned per the contract, or any other problem(s) noted by staff and/or reported to staff during normal business hours. Contractor's staff is to check this log each time they arrive for cleaning, correct any problem(s) listed and note on the performance log the date/time corrected.

Contractor's supervisor is to review these logs periodically but not less than once per week to assure that cleaning staff are promptly correcting any problems noted.

Contractor's supervisor will do monthly inspections of the buildings requiring janitorial service under this contract. Written reports are to be provided to the contract administrator assigned for each building.

This report should include but is not limited to copies of the supervisor's report on the inspection, performance logs for each location, summary of problems noted in the performance log, corrective action taken, average time to correct, etc.

O. Damage to Park Property

The Contractor shall report to the facility manager, without delay, any and all damage to the Park's buildings, equipment, furnishings or property caused by an act or omission of the Contractor, its employees and/or subcontractors employees. Lake Metroparks will repair/replace or contract for repair/replacement services and all costs will borne by the Contractor. If replacement is required, Contractor will reimburse Lake Metroparks for all replacement costs with no deductions.

P. Contract Provisions

The following provisions apply to each building included in the contract. Any information and/or documentation required regarding staff, including but not limited to training, clearance, shots, etc. must also be provided if/when there are any changes in personnel. Change information should be submitted at least five working days in advance where possible.

Compliance with Federal Immigration Laws and Regulations: Lake Metroparks supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The filing of a proposal in response to this RFP is considered certification that the proposer is in compliance with the INA and has established appropriate procedures and controls so that no services under this contract will be performed by a worker who is not legally eligible to perform such services.

No later than One Month prior to Commencement

The Contractor will be required to submit to the Manager a complete list of employees that will be used for each location no later than one month prior to the start of the Contract unless otherwise mutually agreed.

No later than One Week prior to Commencement

The Contractor will submit a written list of all supplies with attached Material Safety Data Sheets (MSDS) intended for use in the building. Adequate quantities and properly labeled supplied (minimum of two weeks inventory) must be on hand to perform cleaning operations at all times. This applies to any change in supplies used throughout the term of this contract.

Provide a list of employees who have successfully completed background checks to applicable staff.

Q. Within One Week after Commencement

The Contractor is to schedule and begin a detailed cleaning of each of the buildings they are awarded. After this detailed cleaning is completed, a walk through is to be scheduled with the applicable Lake Metroparks personnel to establish a baseline standard of cleanliness by which the Contractor will be judged throughout the term of this contract. The Janitorial Cleaning Services Inspection form, will be used for documenting this initial inspection and itemizing areas requiring improvement.

R. One Month after Commencement

All initial inspections should be completed and performance compensation will commence. Each month, an unscheduled inspection will take place. The Contract supervisor will be required to be present and will be accompanied applicable Lake Metroparks personnel. Lake Metroparks form will be completed during this inspection. Each applicable attribute listed on the cleaning form shall be evaluated and classified as standard, above standard or unacceptable. The rating of the contractor’s performance on each of the attributes to be cleaned for that building as follows.

- **Standard Performance**
- **Above Standard Performance**
- **Below Standard/Unacceptable Performance**

V. Holidays

Unless otherwise noted, contract services are not required on the following Park holidays:

New Year’s Day	Labor Day
Memorial Day	Thanksgiving Day
July 4 th	Christmas Day

Lake Metroparks will supply the contractor annually with the exact days offices are closed for the holidays.

Lakefront Lodge	
Cleaning services start at 5pm Monday through Friday until complete. Additional services may be scheduled based on lodge rental schedule to be determined at least 14 days prior to service date. Contractor will provide all cleaning supplies, vacuum, etc. Lake Metroparks will provide the contractor with paper towels, hand soap, trash bags, and toilet paper.	
Required Service	Minimum Frequency
Vacuum all carpeted areas & runners	Daily
Remove all trash from waste containers and reline waste containers	Daily
Sweep and damp mop tile floors	Daily
Clean and sanitize toilets, sinks, counters, vanities, floors, and dispensers. Wipe down and sanitize restroom mirrors and walls.	Daily
Dust offices, lobby area, lighting fixtures, wall décor, coat closet and furniture	Once per week
Remove all cobwebs from walls, ceilings, and light fixtures & exhibitory	Once per week
Wipe down sills, baseboards, floor vents, and banquet tables that are set up	Twice per week
Clean window blinds and inside windows Spot clean all windows and glass doors.	Twice per week
Spot clean all doors and framework	Twice per week
Clean main entrance glass inside and out	Twice per week
Clean kitchen appliances including walls, cupboard exteriors, refrigerator, Double- oven, stove top, microwave, sink and counter tops	3 times per week

Penitentiary Glen

Contractor must be able to perform the requested service between the hours of midnight (or 10.00 p.m. negotiable) – 8:00 a.m., 5 days per week Monday a.m. (Sun eve.) through Friday a.m. (Thursday evening).

Contractor will provide all cleaning supplies, vacuum, etc. Lake Metroparks will provide the contractor with paper towels, hand soap, trash bags, and toilet paper.

The successful bidder will be responsible for the following tasks at the following location(s). There are two (2) buildings at this location:

Building 1--Nature Center (Entire building is to be cleaned, excluding basement).

Building 2--Wildlife Center (Front portion of building which includes staff offices and visitor areas only. All other clinic areas are excluded and not to be entered into by cleaning crew).

Required Service	Minimum Frequency
Remove all trash from waste containers (including two (2) outside), clean containers, and deposit trash in outdoor receptacle	Daily
Remove all recyclables (paper, glass, aluminum, cardboard, etc.) from recycling containers, clean containers, and deposit recyclables in appropriate outdoor receptacles.	Daily
Re-line waste containers	Daily
Clean and sanitize toilets, sinks, counters, vanities, dispensers, and drinking fountains (including one outdoors).	Daily
Wipe down and sanitize restroom mirrors, partitions, and walls. Clean all restroom baseboards.	Daily
Check and fill all paper dispensers	Daily
Sweep, then damp mop tile and linoleum floors, stairs, and stairwells. Make sure areas under furniture and exhibitory are cleaned.	Daily
Vacuum all carpeted areas, runners and walk-off mats.	Daily
Spot clean all doors and framework	Daily
Spot clean all windows and glass doors (including glass doors inside and out).	Daily
Sweep off front entrance walk-off mats and empty ashtrays	Daily
Clean and sanitize kitchen counters cupboard doors, sink, dispensers, microwaves and outside of refrigerators.	Daily
Dust all flat surfaces including windowsills, exhibits, shelves, and baseboards.	Twice/Week
Remove all cobwebs from walls, ceilings, light fixtures and exhibitory.	Once/Week
Wipe down/dust/polish furniture, woodwork, including baseboards, chair rails, and wainscoting.	Daily
Spot clean walls	Twice/Week
Dust office partitions.	Twice/Week

Janitorial Schedule
Concord Woods Administrative Center
All Cleaning Services at Concord Woods Start at 4:30pm until Complete
Monday – Friday

- Lake Metroparks will supply paper products, hand soaps, and trash bags for all buildings and Concord Woods building. Contractor will provide all cleaning supplies, vacuum, etc.
- A regular monthly inspection with a Lake Metroparks staff member is required.
- All cleaning products are subject to Lake Metroparks Approval before use.

Entrance, Lobby, and Corridors	
Required Service	Minimum Frequency
Sweep, mop, and vacuum floors. Spot clean glass doors and sweep stairs	Daily
Clean doors and framework, stairs and handrails, and dust for cobwebs	Weekly
Fully clean all interior windows	Monthly

Offices	
Required Service	Minimum Frequency
Empty trash receptacles, Vacuum carpet	Daily
Dust desk tops	Weekly
Clean doors and framework, spot clean walls, dust office partitions	Weekly

Restrooms	
Required Service	Minimum Frequency
Empty receptacles, replenish supplies, sweep and mop floors, and sanitize fixtures	Daily
Spot clean partitions and walls	Daily

Lunch Room and Kitchenette	
Required Service	Minimum Frequency
Empty receptacles, replenish supplies, vacuum carpet and mats, sweep, and mop floors. Clean sink, counter, and tables	Daily
Wipe down appliances	Daily
Clean cabinets, walls, and glass windows/doors	Weekly

Copy Room	
Required Service	Minimum Frequency
Vacuum carpet and empty receptacle	Daily
Wipe down counter	Weekly

Board Room and Meeting Rooms	
Required Service	Minimum Frequency
Windows (interior) full cleaning – Monthly	Monthly
Spot clean windows on as needed basis	Daily
Wipe counters and tables, empty trash and recycling receptacles, vacuum floors	Daily
Dust fixtures, spot clean walls and cabinets	Weekly

**Janitorial Schedule
Concord Woods Vehicle & Grounds Maintenance
Service Monday, Wednesday, and Friday**

Lobby	
Required Service	Minimum Frequency
Sweep and mop floors. Spot clean doors and walls	Daily

Office	
Required Service	Minimum Frequency
Sweep, mop, and vacuum carpet floors	Daily

Restrooms	
Required Service	Minimum Frequency
Empty receptacles, replenish supplies, sweep and mop floors, sanitize fixtures and partitions.	Daily

**Janitorial Schedule
Concord Woods Ranger & Registration Center
Service Monday Through Friday**

Entrance, Lobby, and Corridors	
Required Service	Minimum Frequency
Sweep, mop, and vacuum floors. Spot clean doors. Sweep stairs	Daily
Clean doors and framework, stairs and handrails, and dust for cobwebs	Weekly

Offices	
Required Service	Minimum Frequency
Empty trash receptacles, Vacuum carpet	Daily
Dust desktops	Weekly
Clean doors and framework, Spot clean walls, and dust office partitions	Weekly

Restrooms	
Required Service	Minimum Frequency
Empty receptacles, Sweep and mop floors, and sanitize fixtures	Daily
Spot clean partitions and walls	Daily

Lunch Room / Kitchenette	
Required Service	Minimum Frequency
Empty receptacles, sweep, and mop floors. Clean sink, counter and tables	Daily

Environmental Learning Center

Contractor will provide all cleaning supplies, vacuum, etc. Lake Metroparks will provide the contractor with paper towels, hand soap, trash bags, and toilet paper.

DESCRIPTION OF WORK

REQUIRED SERVICE

**MINIMUM FREQUENCY
OF WORK**

	From: Approx. January 1, 2012 to June 1 2012 and from August 16, 2012 to December November 17, 2012	From: Approx. June 1, 2012 to August 15, 2012
Dust and clean using an approved disinfectant cleaner and glass cleaner on all fixtures and office furniture including file cabinets, desks, credenzas, counter tops and display units.	1 time/week	1 time/week
Spot clean doors, door frames, light switches, walls and tables in Vestibule, Lobby, Hallways, Exhibits, Conference Room, Classrooms/Lab and Lounge.	5 times/week	2 times/week
Empty all waste paper receptacles and take trash to a designated area in the building for storage or removal.	5 times/week	2 times/week
Clean all interior windows (less than 10ft. high) free of smudges and fingerprints, in the Conference Room, Multi Purpose Room, Teachers Room, Offices, Hallways, and Classroom/Lab using an approved disinfectant cleaner and glass cleaner.	2 times/week	1 time/week
Clean and sanitize hand sinks, counters, and table tops in the Conference Room, First Aid Room, Lounge, Classrooms/Lab and Teachers Room using an approved disinfectant cleaner and glass cleaner.	2 times/week	1 time/week
Clean and sanitize drinking fountains / water coolers using an approved disinfectant cleaner and glass cleaner.	5 times/week	2 times/week
Clean and sanitize all telephones using an approved disinfectant cleaner and glass cleaner.	2 times/week	1 time/week
Wipe down or vacuum baseboards in all areas.	2 times/month	1 time/week
Dust all sills, window & door-frames, chair railings, high and low dusting and light fixtures with electrostatic dusting cloths.	1 time/week	1 time/week
Dust blinds and ceiling vents with electrostatic dusting cloths.	2 times/month	1 time/month

FLOOR MAINTENANCE (REQUIRED SERVICE)

Vacuum and remove fresh spots from all carpeted areas using approved disinfectants and encapsulating carpet spotting tools in Conference Room, Multi-Purpose Room, Staff Offices and Teachers Room.	5 times/week	2 times/week
Vacuum and remove fresh spots from all carpeted areas using approved disinfectants and encapsulating carpet spotting tools in Observatory Loft.	1 time/week	1 time/week
Dust and mop all hard surface floor areas in Vestibule, Lobby, Hallways, Mud Room, Lounge and Classrooms/Lab using disinfecting floor cleaner.	5 times/week	2 times/week
Dust and mop all stairway hard surface floors.	1 time/week	1 time/week

FIRST AID STATION (REQUIRED SERVICE)

Dust and mop all hard surface floor areas and disinfecting floor cleaner.	3 times/week	1 time/week
Dust bases of chairs using an approved disinfectant cleaner.	1 time/week	1 time/week

KITCHEN AREA (REQUIRED SERVICE)

Clean and disinfect all kitchen counters, tables and sinks with an approved disinfectant cleaner and glass cleaner.	2 times/week	2 times/week
Clean and disinfect exterior of appliances with an approved disinfectant cleaner.	2 times/week	2 times/week
Clean microwaves inside and outside with an approved disinfectant cleaner. Wipe inside with clean cloth and water to remove any disinfectant residue.	2 times/week	2 times/week
Restock kitchen paper and soap products.	2 times/week	2 times/week
Empty trash and replace liners in receptacles.	5 times/week	2 times/week

RESTROOMS (REQUIRED SERVICE)

Clean and polish all dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals, and counter tops using an approved disinfectant cleaner.	5 times/week	2 times/week
Spot clean walls and toilet partitions with an approved disinfectant cleaner.	5 times/week	2 times/week
Mop all floors using an approved disinfectant cleaner.	5 times/week	2 times/week
Polish all metal and mirrors with an approved polishing compound and cleaner.	5 times/week	2 times/week
Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products.	5 times/week	2 times/week

ADDITIONAL INSTRUCTIONS PRIOR TO LEAVING THE FACILITY (REQUIRED SERVICE)

Clean and organize janitor closet.	5 times/week
Turn off lights (as instructed).	5 times/week
Lock doors and windows and double check exterior prior to leaving the facility to ensure the door has been shut completely (as instructed).	5 times/week
Set alarms (as instructed).	5 times/week
Close and lock the facility entrance/exit gate prior to exiting the grounds after work has been completed for the day (as instructed).	5 times/week

Attachment "A"
(Submit with proposal)

RFP 2011-050

Offer Sheet

OFFER/Proposer certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other proposers or potential proposers.

_____	_____
Authorized Signature	Company's Legal Name
_____	_____
Printed Name	Address
_____	_____
Title	City, State & Zip Code
_____	_____
Telephone Number	FAX Number
_____	_____
Authorized Signature E-mail Address	Company E-mail Address

Accounts Receivable Contact Name: _____

Acknowledgement of Addendums

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

For questions regarding this offer: (If different from above)

_____	_____	_____
Contact Name	Phone Number	Fax Number

Email Address		

FEDERAL TAXPAYER ID NUMBER: _____

Ohio Sales Tax No. _____

Proposer certifies it is a: Proprietorship ____ Partnership ____ Corporation ____

Attachment "B"
(Submit with proposal)

I/We, _____ examined the quote documents and are familiar with the conditions under which the materials are to
(Authorized Company Representative)

be delivered and the work performed. _____ proposes to furnish the

(Company Name)

services and materials as required and delivered to Lake Metroparks, where specified, when specified, and for the sum stated below.

Cost of Services

Item	Qty	Unit of Measure	Description	Unit Price 2012	Unit Price 2013
1	12	Months	Cost to clean Lakefront Lodge	Per Month	Per Month
2	12	Months	Cost to Clean Concord Woods Administrative Complex	Per Month	Per Month
3	12	Months	Cost to Clean Penitentiary Glen Nature Center and Wildlife Center	Per Month	Per Month
4	12	Months	Cost to Clean Environmental Learning Center	Per Month	Per Month

Payment Discount

2% discount if invoice is paid within 15 days? Yes _____ No _____

Renewal: If requested by Lake Metroparks, contractor agrees to renew the original contract, as amended from time to time, at the same terms, conditions, and pricing for the following periods:

Renewal Year #1 (2014): _____ yes, _____ no; Renewal Year #2 (2015): _____ yes, _____ no;

QUOTE FORM (cont.)

**Attachment "B" (Cont.)
(To be submitted with quotation)**

I/We, _____ examined the quote documents and are familiar with the conditions
(Authorized Company Representative)
under which the materials are to be delivered and the work performed. _____
(Company Name)

proposes to furnish the services and materials as required and delivered to Lake Metroparks, where specified, when specified, and for the sum stated below.

Optional Service Additional cleaning as requested by Lake Metroparks .

<i>Item</i>	<i>Qty</i>	<i>Unit of Measure</i>	<i>Description of Work</i>	<i>Total Cost for Additional Cleaning</i>
<i>1</i>	<i>1</i>	<i>EA</i>	Lakefront Lodge	
<i>2</i>	<i>1</i>	<i>EA</i>	Concord Woods Administrative Building	
<i>3</i>	<i>1</i>	<i>EA</i>	Concord Woods Ranger Department	
<i>4</i>	<i>1</i>	<i>EA</i>	Concord Woods Vehicle Maintenance Building	

Optional Service – ALL LOCATIONS

<i>Item</i>	<i>Qty</i>	<i>Unit of Measure</i>	<i>Description of Work</i>	<i>Total Cost for Cleaning the Carpet Based on Price Per Square Foot</i>
<i>1</i>	<i>1</i>	<i>Sq. Ft.</i>	Price to clean carpet based on price per square foot (Moving furniture as needed).	\$ _____ /Sq. Ft.

I/We, _____ examined the quote documents and are familiar with the conditions
 (Authorized Company Representative)

under which the materials are to be delivered and the work performed. _____
 (Company Name)

proposes to furnish the services and materials as required and delivered to Lake Metroparks, where specified, when specified, and for the sum stated below.

Optional Service—Environmental Learning Center Only

<i>Item</i>	<i>Qty</i>	<i>Unit of Measure</i>	<i>Description of Work</i>	<i>Total Cost for Machine Scrubbing the floors</i>
<i>1</i>	<i>1</i>	<i>Lot</i>	Machine Scrub Floors as requested by Lake Metroparks. All Entryways, Kitchen, Front Lobby, Mud Room, Copy Room, First-Aid Room, and Bathrooms floors are required for this cleaning. This includes moving furniture as needed to clean areas.	

Optional Service – Environmental Learning Center Only

<i>Item</i>	<i>Qty</i>	<i>Unit of Measure</i>	<i>Description of Work</i>	<i>Total Cost for Machine Scrubbing the floors per Square foot.</i>
<i>1</i>	<i>1</i>	<i>Sq. Ft.</i>	Machine Scrub Floors as requested by Lake Metroparks per square foot (Moving furniture as needed).	\$_____/Sq. Ft.

Optional Service – Environmental Learning Center Only

<i>Item</i>	<i>Qty</i>	<i>Unit of Measure</i>	<i>Description of Work</i>	<i>Total Cost for Cleaning the Carpet on the First Floor</i>
<i>1</i>	<i>1</i>	<i>Lot</i>	Cleaning the First Floor Carpet as requested by Lake Metroparks (Moving furniture as needed).	

Optional Service – Environmental Learning Center Only

<i>Item</i>	<i>Qty</i>	<i>Unit of Measure</i>	<i>Description of Work</i>	<i>Total Cost for Cleaning the Carpet on the Second Floor</i>
<i>1</i>	<i>1</i>	<i>Lot</i>	Cleaning the Second Floor Carpet (Loft area) as requested by Lake Metroparks (Moving furniture as needed).	

Attachment "C"
Investment Services
(Submit with proposal)

REFERENCES

	<u>Name of Organization/Address</u>	<u>Contact Person</u>	<u>Contact Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Attachment "D"
Miscellaneous Services
(Submit with proposal)

PERSONAL PROPERTY TAXES

The successful responder shall provide a properly executed statement, which fulfills the requirements of Section 5719.042 of the Ohio Revised Code, reproduced in the following *Section 5719.042*. *After the award by a taxing district of any contract let by competitive proposal and prior to the time the contract is entered into, the person making a proposal shall submit to the District's fiscal officer a statement affirmed under oath that the person with whom the contract with any delinquent personal property taxes on the General Tax List of Personal Property of any county in which the taxing district has territory of that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.* If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as part thereof.

Attachment "E"
(Submit with proposal)

BANKING SERVICES QUESTIONNAIRE

**LAKE METROPARKS
PROPOSER'S AFFIDAVIT
PERSONAL PROPERTY TAX DELINQUENCY**

RE: Lake Metroparks
Proposal No. 2011-050
Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

Lake Metroparks
11211 Spear Road
Concord Twp., Ohio 44077

Dear Sir:

Company Name

President

(A) The above hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the proposal was submitted for the above referenced contract.

OR

Company Name

President

(B) The above hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the State of Ohio at the time of time of proposal opening for the above referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is \$_____. It is understood that the Treasurer is required to transmit this statement to the County Treasurer.

It is understood that, by law, this statement is to be signed by the party whose proposal has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Treasurer to the County Treasurer within thirty days of the date it is submitted. The statement must be incorporated into the contract before any payment can be made under the subject contract.

_____ SWORN TO before me and subscribed in my
presence this _____ day of _____ 20__

_____ Notary Public

Attachment "F"
(Submit with proposal)

STATEMENT OF PROPOSER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary questions may be answered on separate attached sheets. The Responder may submit any additional information he desires.

Name of Responder: _____

Permanent main office address: _____

When organized: _____

If a corporation, where incorporated: _____

How many years you have been engaged in business: _____

General scope of work or products supplies: _____

Have you ever failed to complete any work awarded to you? _____

If so, where and why _____

Have you ever defaulted on a contract? _____

Credit available: \$ _____

Give Bank reference: _____ Address: _____

Phone: _____

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be requested by Lake Metroparks? _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by Lake Metroparks in verification of the recitals comprising this Statement of Responder's qualifications.

Dated at _____ this _____ day of _____, 20____

Name of Responder

By _____

Title _____

State of _____)

SS.

County of _____)

_____ being duly sworn deposes and says that he/she

is _____ of _____

Title

Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

My commission expires _____, 20____

Attachment "G"
(Submit with proposal)

VENDOR IDENTIFICATION FORM

If the responder is a corporation:

Name of Corporation

State in which Incorporated

Signature of Officer authorized
to make this agreement:

Signature of Officer/Printed Name

Business Address

Telephone Number

If the responder is a partnership,
fill in the following blanks:

Name of Partnership-List Names

Signature of at least one partner:

Member of Firm

Business Address

Telephone Number

If the responder is an individual,
fill in all the following blanks:

Signature of Individual/Printed Name

Business Address

Telephone Number

Attachment "H"
(Submit with proposal)

AFFIDAVIT OF NON-COLLUSION

NOTE: This affidavit, properly executed and containing all required information must accompany your proposal. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

STATE OF OHIO)
)
LAKE COUNTY)

AFFIDAVIT

_____ being first duly sworn
deposes and says:

Individual only: That he is an individual doing business under the name
of _____
at _____, in the City of _____,
State of _____

Partnership only: That he is the duly authorized representative of a partnership doing
business under the name of _____
in the City of _____
State of _____

Corporation only: That he is the duly authorized qualified and acting _____
of _____, corporation
organized and existing under the laws of the state of _____:
and that he, said partnership or said corporation, is filing herewith a
proposal to Lake Metroparks in conformity with the foregoing
specifications;

Individual only: Affiant further says that the following is a complete and accurate
list of the names and addresses of all persons interested in said
proposed contract: _____

Affiant further says that he is represented by the following
attorneys:

Partnership only: Affiant further says that the following is a complete and accurate
list of the members of said partnership: _____

Affiant further says that said partnerships represented by the following attorneys:

Corporation only: Affiant further says that the following is a complete and accurate
list of the officers, directors and attorneys of said corporation:

President -
Secretary-
Attorneys-
Lake County Agent-

Vice President-
Treasurer-
Directors-

And that of the following officers are duly authorized to execute contracts on behalf of said corporation: _____

Affiant further says that the proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said responder has not directly or indirectly, induced or solicited any other responder to put in a false or sham proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any responder or anyone else to put in a sham proposal, or that shall refrain from responding; that said responder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said responder or any other responder, or to fix any overhead, profit, or cost element of such proposal price or that of any other responder, or to secure any advantage against Lake Metroparks or anyone interested in the proposed contract' that all statements contained in such proposal are true; that said responder has not directly or indirectly submitted has proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member agent thereof, or to any other individual, except to such person or person as herein above disclosed to have a partnership or other financial interest with said responder in his general business; and further that said responder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, of to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to:

(name of individual, partnership or corporation)

Further affiant saith not
(Sign Here) _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____

(Notary Public)

Attachment "I"
(Submit with proposal)
Questionnaire

Provide information on the personnel who will be assigned to Lake Metroparks' buildings, including supervisory positions. The format of individual resumes for personnel should be as follows:

1. Name and position title; i.e. cleaning person; day porter, lead worker, supervisor, etc.

2. Total years experience with current firm and others

3. Education (degree, major, institution, year)

4. Summary of other pertinent experience and qualifications

5. Provide any other information that would assist Lake Metroparks in determining the qualifications of the individuals and their ability to maintain and enhance the cleanliness of Lake Metroparks' buildings.

6. Indicate whether or not the individual is an employee or subcontractor.

7. Indicate what building(s) they will be assigned to.

Note: If all personnel have not yet been hired, include a sample job description and/or your hiring standards for each position not yet filled.

1. Do you currently do background checks on your employees? When and how often?

2. Describe the type of training provided to your employees. Include information on topics, content, length, refreshers or remedial training and any other type of training given that would assist in assuring their ability to provide the services.

3. Provide any other information you think would assist Lake Metroparks in verifying your staff's ability to maintain a clean and safe building environment.

4. Do any of your current or past account use performance based incentives/deductions? If so, indicate your performance results.

5. If you have worked on performance based contracts before, have you share your performance incentives either directly or indirectly with your employees?

6. If your firm is awarded this contract, would you then share performance incentives, again either directly or indirectly?

7. Please describe how your firm typically schedules employees to assure that all minimum tasks identified in Exhibit A are performed.

8. What else does your firm typically do to make sure a high standard of cleanliness is met regardless of the types and frequencies of the tasks noted in Exhibit A.

9. How are supervision and/or quality control typically provided to assure that not only Lake Metroparks employees but also the general public are satisfied with the cleanliness and appearance of the buildings?

10. What steps are taken to assure your firm receives the highest rating when building inspections are performed?

11. Are you familiar with and/or have you used performance monitoring logs/reports; i.e. a log where Lake Metroparks staff can note problem areas, areas not being cleaned properly, etc.? Do you train staff in this area? Are supervisors reviewing logs and following up to assure work is being done?

12. What provisions do you have in place for backup staff to cover for personnel who call in sick or just don't show up?

13. Do you have a separate crew for floor finishing and/or carpet cleaning project work? Do they receive special training?

14. Who is called when staff is not on duty and extra, special or emergency cleaning is required? How soon after notice would they be able to report for duty?

15. What type of training do you provide employees so that they understand when they are working in a building and see issues like a) something that is unusual that may impact security, b) something that is broken or damaged, etc. are reported to the building representatives?

16. What do you do to assure your staff is not bringing friends, relatives, etc. to work with them and/or letting them into other buildings/building areas?

17. What type of equipment (include quantity and average age) and cleaning supplies do you typically stock at contracted buildings to assure staff are properly equipped/supplied to perform the services?

18. Based on your current workload and availability of staff, do you see any problems in commencing the cleaning contract on January 1, 2012?

ENVIRONMENTAL ISSUES

1. Does your firm hold any certifications for being environmentally friendly and/or using environmentally friendly products?

2. What type of cleaning methods does your firm utilize to provide an environmentally safe atmosphere?

3. Do you typically provide equipment that is energy efficient? Does any of your equipment meet Green Seal standards?

4. Will you be using environmentally friendly products to clean Lake Metroparks' buildings? Be specific as possible as to whether they comply with Green Seal standards.

5. Include any documentation for the above that confirms compliance with any Green Seal standards.

6. Include any other information on your firm's efforts to be environmentally friendly.

**Attachment “J”
Work Checklist**

1. ENTRANCE/LOBBIES	ABOVE STAND	MEBETS STAND	BELOW STAND	Standards (Specific Items to Consider)	Comments
a. Mat, Carpet				Vacuuming, incl. edges; spots; rubber edges and under the mats	
b. Glass, Metal Surfaces				No streaks, smudges/dust door frames & sills clean.	
c. Corners/Thresholds				Free of debris, cob webs/dust; thresholds clean/polished.	
d. Dusting				Horizontal/vertical surfaces dust free	
e. Floor Appearance				Clean/free of debris; no streaks/mop marks	
f. Sweeping/Vacuuming				Free of debris/spots, incl. edges/corners	
g. Walls				Spot free/uniform in appearance	
h. Fixtures				Clean/dust free	
i. Ext. Ash Urns, Trash Cans				Clean, filled w/ sand, trash emptied, liner replaced.	
2. STAIRS					
b. Lights				Operational; free of external dust/cob webs	
c. Walls, Doors				Free of fingerprints, smudges; cleaned or polished, uniform in appearance.	
d. Floor, Carpet				Free of debris/spots, incl. edges/corners	
e. Rails, Walls			-	Handrails free of dust/visible soil; wall spot free/uniform in appearance.	
f. Steps, Landings	-		-	Swept/mopped/vacuumed incl. edges/ corners; risers clean/free of scuff marks.	
3. CORRIDORS					
a. Sweeping, Vacuuming				Free of debris/spots, incl. edges/corners	
b. Floor Appearance				Clean/free of debris; no streaks/mop marks	
c. Baseboards				Dust free; no visible scuffs	
d. Walls				Spot free/uniform in appearance	
e. Water Fountains				No hard water deposits, cleaned/streak free	
f. Fixtures				Clean/dust free	
g. Warehouse/Shop Area				Swept/dust mopped	
4. OFFICE AREAS					
a. Furniture, Equipment				Chairs brushed/vacuumed, arms/hard surfaces clean/free of dust, chairs neatly pushed in; work surfaces clean/dust free incl. behind computers clean/free of dust, chairs neatly pushed in. Work Surfaces clean/dust free including behind computers	
b. Phones, Lamps				Phone receivers/bases cleaned/sanitized; lamps clean/dust free lamps clean/dust free	
c. Walls, Doors, Spot Cleaning				Free of fingerprints, smudges; cleaned/polished, uniform in appearance; incl. drawer fronts, switch-plates, exterior of cabinets, etc. uniform in appearance; incl. drawer fronts, Switch-plates, exterior of cabinets, etc.	
d. Waste Containers				Liners replaced when torn/soiled, liners tied securely; interior/exterior of cans clean securely; interior/exterior of cans clean	

e. Partitions				Tops free of dust, panels vacuumed/brushed as needed brushed as needed	
g. Dusting High Low				Horizontal/vertical surfaces incl. tops of partitions & cabinets, pictures, etc. clean/dust free incl. tops of partitions & cabinets, pictures, etc. clean/dust free	
h. Carpets				Vacuum, spot clean all carpets to maintain a uniformly clean appearance.	
i. Sweeping/Vacuuming				Free of debris/spots, incl. edges/corners	
j. Baseboards				Dust free; no visible scuffs	
k. Edge Vacuuming				All corners/edges free of dust/visible debris	
l. Ceilings				Ceilings shall appear visibly and uniformly clean, free of dust, stains, and cobwebs.	
5. WINDOWS					
a. Glass				Side lights & door glass clean & free of streaks/smudges streaks/smudges	
b. Sills, Frames				Clean/free of dust/debris	
c. Blinds				Free of dust	

6. MISCELLANEOUS	ABOVE STAND	MEETS STAND	BELOW STAND	Standards (Specific Items to Consider)	Comments
a. Air Vents				Vents, cold air returns/adjacent ceiling tiles clean/free of dust/visible soil	
b. Carpet Spotting				Carpet spots removed as possible; contract carpet cleaning completed per schedule.	
c. Cafeteria, Kitchen				All furniture, sinks, cabinets, counters, refrigerators, microwaves, vending machines waste containers and other surfaces shall be cleaned/disinfected.	
d. Floor Finishing, Buffing				Floorwork completed per schedule	
e. Storage Areas				Swept/dust mopped	
f. Dusting				All ledges, furniture, and other surface areas shall be free of dust and soil.	
g. Waste Containers				Contents shall be removed from waste containers and can liners replaced as required. Inside and outside of the container shall be cleaned and disinfected.	
f. Other				Any other specific items as notes during tour	
7. RESTROOMS					
a. Dispensers, Hardware				Dispensers stocked; cleaned/polished; no visible streaks or water marks; hardware (such as faucets and flush valves) such as faucets deposits on hardware	
b. Sinks				Cleaned/sanitized incl. inside/outside of basin/hardware; no brown ring/build up at drain; exposed plumbing clean/dust free basin/hardware; no brown ring/build up at drain; exposed plumbing clean/dust free	
c. Mirrors				No streaks, smudges or dust (high & low); frames clean/dust free	
d. Toilets, Urinals				Cleaned/sanitized, incl. inside/outside of all porcelain areas, both sides of seat, incl. Under lip of urinals/toilet bowls, toilet bases, porcelain area behind seat, area around hinges. Urinals must be free of all debris at drain area; only 1 urinal block per urinal, screens removed/cleaned under/replaced monthly all porcelain areas, both sides of seat, incl. under lip of urinals/toilet bowls, toilet bases, porcelain area behind seat, area around hinges Urinals must be free of all debris at drain area; only 1 urinal block per urinal, screens removed/cleaned under/replaced monthly	
e. Partitions				Free of dust, (incl. tops) debris, graffiti, and smears; report damage from acid based products smears; report damage from acid based products	
f. Waste Containers				Liner replaced daily, tied off; interior & exterior of can, including lid, clean exterior of can, including lid, clean	
g. Walls, Doors				Walls clean especially under paper towel dispenser/above urinals under sinks/tops of ceramic tile wall coverings/baseboards/door jambs dust free, kick plates/push plates/handles cleaned/polished, door spot free/uniform in appearance, free of scratches dispenser/above urinals under sinks/tops of ceramic tile wall coverings/baseboards/door jambs dust free, kick plates/push plates/handles cleaned/polished, door spot free/ uniform in appearance, free of scratches	

h. Floors/Baseboards			Free of debris and spots, incl. edges/corners; No buildup behind toilets/under urinals; grout uniform in appearance buildup behind toilets /under urinals; grout uniform in appearance	
i. Shower Area/Locker Room			Shower walls, floors and fixtures clean/free of soap scum; lockers clean/dust free incl. tops soap scum; lockers clean/dust free incl. tops	
8. JANITOR CLOSETS				
a. Cleanliness			Over all condition of closet incl. floor appearance/slop sinks	
b. Organization			Supplies/equipment neat/organized	
c. Supplies, Equipment			All chemicals labeled, appropriate stock levels, equipment clean/operational	
g. Monthly Project Check List			Up to date, signed/dated	
9. ACTION PLAN:				
WC Housekeeping Supervisor		Signature:		Date:
Contractor Supervisor		Signature:		Date:
Department Supervisor		Signature:		Date:

Housekeeping Task List and Definitions

The task frequencies listed below are minimums. All areas are expected to be spot cleaned as needed on a daily basis.

- Air supply & return grills - They shall be free of dust and soil. They shall appear visibly and uniformly clean.
- Appliances - All refrigerators, microwaves, vending machines, and other surface areas shall be cleaned/disinfected to be free of soil and food debris.
- Appliances - All refrigerators, microwaves, vending machines, and other surface areas shall be cleaned/disinfected to be free of soil and food debris.
- Baseboards - They shall be free of dust and soil. They shall appear visibly and uniformly clean.
- Blinds - Shall be free of dust and soil without causing damage.
- Bright work - Bright metal surfaces shall be cleaned, de-scaled and polished to a high shine. This shall include the elimination of polish residue and/or film.
- Carpets – Vacuum and spot clean all carpets to maintain a uniformly clean appearance. Spots, soil marks, gum and stains on carpets shall be removed as they occur through out the buildings. All cleaning residue shall be eliminated and the carpet restored to a uniformly clean appearance.
- Ceilings – Ceilings shall appear visibly and uniformly clean. They shall be free of dust, stains, cobwebs, and other debris.
- Chalkboards & Dry erase boards – Chalkboards and dry erase boards in conference & training rooms shall be free of dry-erase and chalk residue. Liquid spray cleaner/restorer shall be used to clean and condition boards.
- Counters and cabinet faces must be cleaned & disinfected
- Dispensers / Hardware - Dispensers shall be refilled when required with proper expendable supply item. They shall be free of dust, soil, bacteria, and scale without causing damage. Surfaces and bright work shall appear visibly and uniformly clean, disinfected, and polished to a streak-free shine. This shall include the elimination of polish residue. Refill, damp wipe & disinfect
- Door & window frames & window sills - Shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film, and cleaner residue.
- Door & window frames & window sills - Shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film, and cleaner residue.

- Door & window frames & window sills - Shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film, and cleaner residue.
- Door push-plates and kick-plates must be cleaned and polished
- Drinking fountains must be cleaned & polished
- Dusting –All ledges, furniture, and other surface areas shall be free of dust and soil without damaging surfaces. They shall appear visibly and uniformly clean.
- Edge Vacuuming – Floors and carpets shall have edges and borders vacuumed to be free of dust, soil, and other debris. This shall include areas under heat registers, partitions, desks, and equipment on of cleaner residue and dried-slurry. Edge areas shall appear visibly and uniformly clean. Edge vacuum & spot clean.
- Fire extinguisher cabinets - Shall be free of dust, soil, scale, and water spots.
- Furniture - Hard surfaces. Shall be free of dust, dried soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks, and film.
- Furniture - Soft/cloth surfaces including chairs furniture and panel systems and shall be free of dust dirt and spots without causing damage. They shall appear visibly and uniformly clean. Spot clean, dust or vacuum.
- Glass surfaces above 7 feet. Glass/ Sidelights - Shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film, and cleaner residue.
- Housekeeping equipment and storage areas – Shelves, walls and janitorial carts shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue. Supplies and equipment stored shall also be free of dust and soil, and organized, neatly. Utility Sinks shall kept visibly clean and free of residue and soap film. Floors shall be swept and moped clean, free of dust, dried-soil, gum, spots, stains and debris.
- Light Fixtures - Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.
- Mats - Shall be free of spots, stains, gum, dirt and debris. They shall appear visibly and uniformly clean. Adjoining walls, doors, and floor surfaces shall also be free of dust, soil, and cleaner residue. Vacuum walk-off mats.
- Mirrors - Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free, and uniformly clean.
- Railings in halls and stairwells - Shall be free of dust, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, cleaner residue, or film.

- Restroom Partitions/ Walls/ Doors - Shall be free of dust, soil, spots and graffiti. Partitions shall appear visibly and uniformly clean, disinfected, and polished-dry. This shall include the elimination of streaks and film.
- Sinks / Showers - Shall be free of dust, bacteria, soil, cleaner residue, and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of streaks, embedded soil, film, and water spots. Clean & disinfect.
- Steps and Landings - Shall be free of dust, dried soil, gum, stains, and debris. This shall include risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue, or film. Sweep, spot clean.
- Telephones - Public & office phones shall be cleaned and disinfected. Damp wipe & disinfect
- Toilet bowls and Urinals - Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue, and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected, and polished-dry. This shall include the elimination of streaks, film and water spots. Clean & disinfect.
- Vending machines - Spot clean and/or damp wipe
- Wall fixtures & hangings – Dust as needed
- Walls - Ceramic tile. Damp wipe & Disinfect
- Walls - Paint & vinyl shall be free of dust, dried soil and soil. Surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue. Spot clean.
- Waste Containers - Contents shall be removed from waste containers and can liners replaced as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of any offensive odor emitting from the container. Empty, clean, wash & disinfect

Checklist of Proposal Forms

A properly executed proposal shall include the following information and forms. All of the necessary forms are included in these detailed specifications.

1. Attachment "A" RFP 2011-050 Offer Sheet (Submit with Proposal)
2. Attachment "B" Cost of Services (Submit with Proposal)
3. Attachment "C" References(Submit with Proposal)
4. Attachment "D" Personal Property Taxes (Submit with Proposal)
5. Attachment "E" Personal Property Tax Delinquency Affidavit (Submit with Proposal)
6. Attachment "F" Statement of Proposer's Qualifications (Submit with Proposal)
7. Attachment "G Vendor's Identification Form (Submit with Proposal)
8. Attachment "H" Affidavit Of Non-Collusion (Submit with Proposal)
9. Attachment "I" Questionnaire (Submit with Proposal)
10. Attachment "J" Vendor Identification Form (Submit with Proposal)

End of Request for Proposal 2011-050