

Request for Proposals (RFP)
For
Airport Janitorial Cleaning Services
Project # 1610



Response Deadline
November 5, 2012
3:00 p.m. Local Time
To:
Brown County Purchasing Department

PART I RFP Timeline/Process/Procedure

1. TENTATIVE PROJECT TIMELINE

Please Note: These dates are for planning purposes. They represent the County's desired timeline for implementing this project. Any revision to the Due Date for submission of proposals will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.

RFP Posted	October 1, 2012
Pre-Proposal Meeting	October 17, 2012 at 1:30pm
RFP Questions Due	October 22, 2012 by 1:00pm
RFP Questions Answered	October 25, 2012 by 4:00pm
RFP Responses Due from Vendors	November 5, 2012 by 3:00pm
Review Proposals	November 16, 2012
Interviews if Required	November 26, 2012
Send out Intent to Award Contract	November 27, 2012
Complete Contract Signing	December 10, 2012
Service Commences	January 1, 2013

2. RFP DUE DATE AND DELIVERY ADDRESS DETAILS

One (1) original printed plus CD and three (3) exact printed copies of the original proposal without fee information and a separate envelope with fee information (no CDs) are due on **Monday, November 5, 2012 by 3:00 p.m. local time** to the Brown County Purchasing Department. Submit in a sealed envelope clearly marked on the outside in the lower left hand corner as "Project #1610, Airport Janitorial Cleaning Services". Proposals must be stamped in by the due date and time per the atomic clock in the Purchasing Department. Proposals not stamped by the above due date and time will be rejected. Those wishing to submit proposals are encouraged to verify the time on the receiving stamp as this is the official time used for accepting all Proposals. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. The official time clock is the only time that will be used.

Delivery Address for Hand Delivery, UPS, DHL, Fed X, etc.:

Brown County Purchasing Department
Project 1610
5th floor of the Northern Building
305 E. Walnut St.
Green Bay, WI 54301

Delivery Address for USPS:

Brown County Purchasing Department
Project 1610
PO Box 23600
Green Bay, WI 54305-3600

Withdrawal or Modification of Proposal: A vendor may withdraw or modify its proposal prior to the due date. Any changes or withdrawals must be made prior to the proposal deadline and requested in writing. Thereafter, a proposal may not be withdrawn or modified during the proposal holding period.

3. RFP QUESTIONS

A. **All questions** related to this RFP **must be in writing** and received by the Brown County Purchasing Department no later than **1:00 p.m. local time, Monday, October 22, 2012** via e-mail to bc_administration_purchasing@co.brown.wi.us. Clearly mark the e-mail: "Questions for Project #1610".

Mailed, phone call and faxed questions will not be accepted.

B. Answers to all written questions will be re-issued in the form of an addendum and entered on the Brown County Web site (<http://www.co.brown.wi.us/administration/Purchasing/Bids/RFP>) on **Thursday, October 25, 2012 no later than 4:00 p.m. local time**. It is the responsibility of all interested vendors to access the web site for this information. Calls for assistance with the web site can be made to (920) 448-4040.

4. FINANCIAL VERIFICATION

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e. Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County reserves the right to reject quotes based on information obtained through these background checks if it's deemed to be in the best interest of the County.

5. OTHER

All work shall conform to all applicable industry, federal, State and local laws, codes, ordinances, and standards.

The County prohibits communication initiated by the respondent to any County official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

Interested vendors must inform purchasing, prior to proposal submission deadline, if they have any pre-existing business relationship(s) with the County related to this project that may conflict with a potential contract award.

All vendors must indicate in their proposals if they intend to apply for any rebate incentives from Focus on Energy related to this project.

Rejection of Proposals: Brown County reserves the right to accept or reject any or all proposals and to waive any informality in proposals. No vendor will be provided with financial and/or competitive vendor information on this proposal until after the award of contract has been made. To the extent possible, it is the intention of Brown County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Brown County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Brown County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Taxes: Brown County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

This contract shall be subject to the laws of the state of Wisconsin. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Stats., sexual orientation as defined in s.111.32(13m), WI Stats, or national origin.

Brown County is an Equal Opportunity Employer.

By responding to this proposal, prospective vendors acknowledge and accept the attachments, including the insurance requirements and standard contract template.

Brown County reserves the right to select more than one firm or team through this RFP process.

6. ATTACHMENTS

- A. Addendum Acknowledgment
- B. Appeals
- C. Designation of Confidential and Proprietary Information
- D. Janitorial Services Agreement
- DX. Passenger Counts
- E. ACDBE Requirements
- F. Subject Facilities
- G. Cleaning Specifications, Definitions, and Frequency
- H. County Equipment
- I. Customer References Worksheet
- J. Proposer Certification
- K. Proposer Questionnaire
- L. Cost/Pricing.

PART II

General Information

1. INTRODUCTION.

Brown County is seeking Proposals from qualified firms to provide janitorial cleaning services at Austin Straubel International Airport in Brown County, Wisconsin (Airport). It is the Airport's intent to contract with an outside firm to provide janitorial services to maintain a clean, sanitary, and safe environment in a cost effective manner. In an effort to ensure the most efficient and economic services, Brown County is utilizing this Request for Proposal (RFP) process, which bases award on evaluation of work history, technical experience, ability, resources, and other pertinent factors of the proposer in conjunction with the total cost.

2. AIRPORT INFORMATION.

Brown County, the owner of Austin Straubel International Airport, is soliciting proposals from qualified janitorial firms experienced in providing quality janitorial services for facilities comparable in character and size as the Airport facilities which are subject to this RFP. A minimum of five (5) years of such experience is necessary. On a day-to-day basis, 365 days per year, the Contractor will provide management, staff, cleaning materials and supplies, and certain equipment to provide janitorial cleaning services under the terms and conditions approved by Brown County in its sole discretion and in accordance with the terms of the Janitorial Services Agreement (Attachment D). The objective of the requirements set forth in this RFP is to ensure that the level of janitorial service is of the highest quality and consistent with the image that Brown County and the Airport want to project to its users and visitors.

The Airport is a self-supporting enterprise, owned and operated by Brown County.

Green Bay is located in northeastern Wisconsin. The city is 114 miles north of Milwaukee, 204 north of Chicago, and 284 miles east of Minneapolis-St. Paul.

The Airport, located 7 miles southwest of downtown Green Bay, is ranked as the third largest airport in Wisconsin in terms of passengers enplaned and deplaned. The Airport handled 731,284 passengers in and out for the calendar year 2011.

Three (3) airlines currently serve the Airport with an average of 44 scheduled commercial flights per day. Monthly Passenger counts for the years 2006 through June 2012 are set forth in Attachment DX:

3. DEFINITIONS.

Unless otherwise expressly stated, the following terms shall have the meaning indicated for the purpose of this RFP:

Airport	Austin Straubel International Airport. Owned and operated by Brown County.
Airport Administration	A division of the Airport, responsible for supervising and administering the business activity at the Airport including the Janitorial Services Agreement resulting from this RFP.
County	Brown County, a municipal corporation in the County of Brown, State of Wisconsin, and any successors thereto.
Contractor	Successful Proposer selected from this RFP process to provide janitorial/cleaning services at the Airport.
Customer	Users of the Airport's facilities.
Director	The Airport Director or such person as the Director may designate.
Janitorial Services Agreement	The Contract resulting from this RFP, entered into between the County and the Contractor to provide janitorial/cleaning services at the Airport.
RFP	The Request for Proposals issued by the County to solicit janitorial/ cleaning services for the Airport.
Subcontractor	Any person, entity, or organization with which the Contractor proposes to contract to fulfill any of Contractor's duties under the Janitorial Services Agreement.

4. TERM OF THE AGREEMENT.

The Janitorial Services Agreement will be for an initial three (3) year term. The Airport then has the right to exercise one (1) three year option to renew.

5. PRE-PROPOSAL CONFERENCE.

A Mandatory Pre-Proposal Conference will be held on October 17, 2012, at 1:30 P.M. Central Time, Airport Administration Large Conference Room. This meeting requirement may be met only by attending in person.

6. STATISTICAL INFORMATION AND VERIFICATION.

- 6.1 Any statistical information contained in this RFP is for informational purposes only. The Airport shall not be responsible for the accuracy of said data.

- 6.2 The County reserves the right to verify any information provided during the RFP process and may contact references listed or any other persons known to have contracted with the Proposer.

7. ACDBE REQUIREMENT.

All proposers must meet the ACDBE requirements as outlined in Attachment E. The Airport has established a goal of 1% for the participation by certified ACDBE's on this Contract.

PART III Scope of Services

1. SUMMARY OF SCOPE.

- 1.1 Contractor shall furnish all labor, supervision, equipment (except as provided in paragraph 2.10.1), cleaning supplies, and any other materials required to maintain a clean, sanitary, and safe environment in the facilities at the Airport as generally depicted in Attachment F (the "Subject Facilities"). Enlarged copies of Attachment F, inclusive of square footage, will be available for distribution at the Pre-Proposal Conference.
- 1.2 The tasks and frequencies listed in Attachment G (cleaning specifications, definitions, and frequency) 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 is to ensure a clean working environment, appearances and functions as set forth in Attachment G 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 Subject Facilities at a high standard of cleanliness, shall be included as though enumerated in detail.
- 1.3 During bad weather or inclement weather, the Airport may install additional floor mats to give a cleaner appearance to the facilities. The Contractor, following established cleaning specifications and standards shall maintain the additional mats.
- 1.4 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 the Airport. Clean is to be accomplished by hand and/or power tools using cloth, steel wool, scrub brushes with abrasive powders,

soaps, detergents, cleaners, solvents, bleaches, ammonia liquids, and paste polishes, etc.

- 1.5 Where the word "strip" is used, it shall mean the process described by the manufacturer of the floor finish being used for removing the existing floor finish and to prepare the floor tile to receive new floor finish. Normally, floor stripping requires the use of one or more of the following: power floor scrubbing machines, scouring pads, brushes, rags, mops, etc., with an approved material, in combination with the proper amount of water to satisfactorily remove all old floor finish, dust, dirt, grease stains, and wax.

2. STAFFING

- 2.1 General Requirements. Contractor shall, subject to the staffing required under paragraph 2.1.1, provide sufficient number of qualified staff to perform the janitorial services set forth in this RFP. The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training, and discharging its personnel.
 - 2.1.1 Staffing shall include: (i) Contractor staff personnel shall be present between the hours of 4:00 A.M. to 11:00 P.M. Monday through Friday and 5:30 A.M. to 6:00 P.M. Saturday and Sunday, and (ii) a resident manager/supervisor on site as required, provided Contractor agrees to maintain a Green Bay area office which is staffed on a full-time basis, the same to be located within 30 miles of Airport, the resident manager or his/her designee being available by phone on a 24-hour a day, 7 day a week, 365 days of the year basis for the purpose of procuring and providing backup or replacement staff personnel and other services called for in the Contract.
 - 2.1.2 In addition to the foregoing, Contractor agrees to provide available back up personnel for emergency calls and to perform project work as required by the Airport. Back up personnel need to respond in a reasonable amount of time, but in no event, more than one hour following notification.
 - 2.1.3 Contractor shall select and hire only persons who are well qualified to perform the job duties for which they are being hired. The individuals shall be neat, well-groomed, and courteous, and act in the utmost professional manner when acting with Airport customers, tenants, visitors, and the general public. Contractor's employees who will or may interact with the aforementioned persons in the performance of the duties must be able to communicate fluently in the English language. Contractor's

employees hair and beards must be clean and neatly trimmed. Extreme hair styles/beards and colors (e.g., florescent green) are not appropriate. Excessive or offensive tattoos must be covered while working. Extreme piercings are not appropriate and must be covered while working. The use, consumption, or storage of alcohol or controlled substances in Airport property is not allowed. Contractor shall have a written drug testing policy in place for all staff assigned to the Airport and shall submit a copy of such policy with its proposal.

- 2.1.4 It is understood that the Director shall have the authority to require removal of personnel for failure to comply with the foregoing requirements or such other conduct by personnel which Director deems detrimental to the operation and reputation of the Airport. All decisions of the Director shall be final. A direction by the Director to remove an individual from assignment to the Airport 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. The Airport, Brown County, and Director 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 cause.

2.2 Proposed Staffing Plan.

- 2.2.1 Contractor shall develop and propose a written staffing plan outlining the base number of employees, including supervisors, which Contractor will use to provide the janitorial/cleaning services at the Airport. The staffing plan shall indicate the number of employees, including supervisors, to be assigned and present during the hours set forth in paragraph 2.1.1, above. The proposed staffing plan shall be based upon generally anticipated normal conditions at the Airport, specifically the Subject Facilities, as well as staffing needs for peak travel seasons. Refer to Attachment DX for monthly passenger counts/peak travel seasons.
- 2.2.2 The staffing plan shall include the classification of employee positions and the duties of each position. Classification may include, but are not limited to:

Supervisor:

- Responsible for the day-to-day management and supervision of Contractor's employees.
- Performs staff scheduling.

- Supervisor shall be a highly qualified and experienced manager charged with the responsibility and authority by Contractor in respect to the method, manner, and conduct of the janitorial/ cleaning services.
- Supervisor shall be knowledgeable with providing cleaning and janitorial services at facilities similar to the Subject Facilities.
- A resume' for the proposed supervisor shall be included in the RFP response.

Janitorial Staff:

- Perform one or more of the janitorial/cleaning tasks as required under the Contract.

2.3 Training.

- 2.3.1 Contractor shall provide adequate personnel training in accordance with all applicable federal and State of Wisconsin requirements as well as Contractor's own curriculum and standards pertinent to the janitorial/ cleaning services. In addition to training by Contractor, Contractor employees shall attend such training sessions as may be required by the Director from time to time.
- 2.3.2 Contractor shall be solely responsible for all costs incurred as a result of the employee's initial and recurrent training.
- 2.3.3 Contractor shall maintain records of training in its employees' files. The training records shall be available for review by Airport Administration staff upon the request of the Director.

2.4 Uniforms and Appearance.

- 2.4.1 Contractor shall establish and enforce dress code policies as approved by the Director. All Contractor's personnel shall at all times while on duty at the Airport: be uniformed or otherwise dressed in a manner satisfactory to the Director; clean, well groomed and neatly dressed; courteous and efficient; conduct themselves in a dignified, highly professional, and businesslike manner. Contractor's personnel shall speak English sufficiently to perform their assigned duties including interaction and

communication with Airport employees, tenants, and customers. While at the Airport, Contractor's personnel shall not use profanity, engage in any loud, boisterous, or otherwise offensive or disturbing behavior, nor display any rudeness whatsoever to any person at the Airport.

- 2.4.2 Contractor employees shall wear an ID badge issued by the Airport. Further, Contractor employees shall wear a distinct uniform, pre-approved by the Director, identifying such persons as employees of the Contractor; the uniform shall also include the Airport logo, said logo to be embroidered on the uniform.

2.5 Professional Behavior.

- 2.5.1 Contractor shall be responsible for the conduct, demeanor, and appearance of its employees while on or about the Airport/Subject Facilities and while acting in the course and scope of employment.
- 2.5.2 Contractor employees are to be attentive, alert, and responsive to all Customer issues, needs, comments, or complaints. At no time shall a Contractor employee make a Customer feel threatened, insecure, or ignored on and around the Subject Facilities. Issues should be reported to a supervisor whenever an employee needs support and guidance.
- 2.5.3 Contractor employees are prohibited from receiving and soliciting tips under any circumstances.

2.6 Security.

- 2.6.1 The Contractor will be required to submit to the Director a complete list of employees that will be assigned to the Subject Facilities no later than one (1) month prior to the start of the Contract unless otherwise mutually agreed. The Director must be notified throughout the term of the Contract of any personnel changes in advance (minimum of one day).
- 2.6.2 Contractor's employees will have access to Security Identification Display Area (SIDA) at the Airport. Such access requires issuance of an identification badge and pursuant to the rules and requirements of the Department of Homeland Security/Transportation Security Administration, Airport must conduct a background check on each of Contractor's employees. The background check, for SIDA identification badging, includes an individual FBI Criminal History Check, the same being required

by 49CFR Part 1542.209. Further, 49CFR Part 1542.214(b) requires all persons requesting unescorted access to secure areas of the Airport must complete an Airport sponsored security class (estimated time one hour) prior to obtaining an identification badge.

- 2.6.3 The cost of the background checks, identification badges, and Contractor employee's attendance at the security class, as required under paragraph 2.6.2, above, shall be paid by the Contractor. This responsibility for payment includes the initial background check and security class as well as subsequent periodic background checks and subsequent security classes as may be conducted from time to time.
- 2.6.4 If a Contractor employee's background check is unsatisfactory, whether an initial or subsequent periodic background check, such employee shall not be permitted to work at or from the Airport and such employee shall immediately deliver his/her SIDA identification badge to Airport Administration.
- 2.6.5 Neither Contractor nor Contractor's staff shall permit any other individual to have access to secure areas of buildings, rooms, nor grounds as the same may be designated by the Director, without prior approval of the Director or Director's designee. Anyone not employed by Contractor will not be provided access to such secure areas. Permitting or allowing unauthorized persons, such as friends, visitors, children, or any other family members, access to such secure areas shall be cause for termination of the Contract.
- 2.6.6 Each employee of Contractor will be provided a key to the break room (the same to be designated by the Director). Keys to other areas within the Subject Facilities will be kept in the break room and may only be removed by Contractor's employees when needed to perform janitorial/cleaning duties. At the end of an employee's work shift, all keys, except employee's break room key, shall be returned to and left in the break room. Without the prior approval of the Director, Contractor's employees shall not permit, provide, or allow any person, except other employees of Contractor, to have access to the break room or any other Subject Facilities where a key is required for access or entry. When a Contractor employee is no longer regularly assigned to provide services at the Airport, Contractor shall immediately collect their break room key and the Airport issued identification badge and return the same to the Director. Contractor must report lost or misplaced keys, break room or otherwise, within 24 hours, to the Director. Contractor

will be charged \$100.00 for each replacement key and, if in the sole discretion of the Director, for security reasons, it is necessary to replace and re-key one or more locks or other security devices, Contractor shall reimburse Airport for the actual cost thereof.

2.6.7 The Contractor shall comply with the Airport's security plan as well as security directives issued by the Transportation Security Administration and/or the Department of Homeland Security, and any amendments thereto.

2.6.8 Contractor shall comply with and if necessary assist the Airport with the Airport Emergency Plan as approved by the Federal Aviation Administration or the U.S. Department of Transportation, as the same may be amended from time to time.

2.7 EXPOSURE CONTROL PLAN.

2.7.1 Contractor shall comply with the OSHA blood borne pathogens standards, 20 CFR 1910.1030. Per OSHA, the Contractor will have an Exposure Control Plan to protect its employees from exposure to blood borne pathogens. A copy of the document will be given to the Director. One copy is to be included with the proposal response.

2.7.2 Contractor shall comply with all OSHA standards related to cleaning products used in performance of the janitorial services.

2.8 SUPERVISOR'S RESPONSIBILITIES.

The supervisor shall ensure that:

- A. Contractor's employees wear the approved uniform. All uniforms shall be the same for all employees and must be different in both design and color, from those worn by Airport employees.
- B. Contractor's employees that appear to be under the influence of alcohol or drugs shall not be permitted into the Subject Facilities.
- C. Loud or boisterous conduct is prohibited.
- D. Contractor's employees will not use or tamper with office machines, equipment, or Airport employee's personal property at any time.
- E. Contractor's employees will not open desk drawers, cabinets, or

refrigerators at any time with the exception that refrigerators may be opened when cleaned.

- F. Contractor's employees will not use Airport telephones at any time unless work related for an emergency.
- G. Contractor's employees will not use personal cell phones, I-Pods, or other such electronic devices while performing janitorial duties.
- H. Contractor's employees will be provided with communication devices (the same to be provided by the Airport) and shall have such device on their person while performing work duties.
- I. Contractor's employees must always wear Airport issued I.D./access cards at all times during work hours, the same to be worn on the outermost garment and above the waist.
- J. Hallway access doors to secured areas, offices, or office suites will, unless otherwise specified by the Director, be kept locked at all times, for security reasons, even when Contractor's employees are in these areas cleaning.
- K. Assure that Contractor's staff does not bring guests, family members, children, or others into secure areas.

The Contractor supervisor must be able to verbally communicate in the English language.

2.9 ITEMS REQUIRING REPAIR.

Contractor's employees shall report daily, through the supervisor, all conditions requiring attention of the Airport, 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.

2.10 EQUIPMENT.

- 2.10.1 At the commencement of the Contract, County will provide, for Contractor's use in providing janitorial services at the Airport, the equipment set forth in Attachment H (the "County Equipment"). Contractor shall, at its expense, keep and maintain the County Equipment in good working order. If, as the result of ordinary wear and use, and not neglect or misuse, Contractor believes it is necessary to replace an item of County Equipment, Contractor shall report the same to the Director and the Director shall determine if replacement is necessary or if further repair is more

appropriate. If the Director agrees that replacement is appropriate, the Contractor shall, at its expense, purchase the replacement equipment item (herein "Replaced Equipment"). Contractor shall be the owner of the Replaced Equipment. At the time the Director authorizes replacement, the Director and Contractor shall agree on the reasonable useable life of the item of Replaced Equipment. Utilizing such useful life, County shall pay Contractor as a reimbursable expense, the proportionate/allocable cost of the item of Replaced Equipment. Reimbursement shall continue during the remainder of the term of the Contract or the end of the useful life of the Replaced Equipment item, whichever occurs first. (Example: if 30 months remain on the Contract, the replacement cost of an item of Replaced Equipment is \$2,400.00 and the useful life is 24 months; then Contractor would receive \$100.00 per month as reimbursable expense for 24 months; if 18 months remain on the Contract, the Contractor would receive \$100.00 per month as reimbursable expense for 18 months.)

- 2.10.2 If, in addition to the County Equipment, Contractor requires additional equipment to perform its janitorial/cleaning duties, such equipment shall be provided by Contractor at its expense ("Contractor Equipment"). Space will be provided at the Airport for Contractor Equipment which remains at the Airport during the term of the Contract. The Contractor Equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all janitorial/cleaning duties, and available to the Contractor's employees at all times.

In their response to this RFP, Proposer shall list what type and age of equipment will be provided to accomplish the above.

2.11 SUPPLIES/EQUIPMENT.

- 2.11.1 Unless otherwise noted, all supplies and equipment required to carry out the janitorial/cleaning operations within the scope of the Contract shall be provided by Contractor, and shall meet the standards of the Federal Occupational Safety and Health Act and the State of Wisconsin Safety Codes.
- 2.11.2 Contractor shall comply with OSHA Hazard Community Standards, 29 CFR 1910.1200. Contractor's staff 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 the Airport.

2.11.3 All cleaning supplies/products to carry out the janitorial/cleaning operations within the scope of the Contract shall be products equal or similar to 3M Twist and Fill products.

2.12 EXPENDABLE SUPPLIES.

2.12.1 Expendable supplies such as toilet tissue, paper towels, soap for dispensers, scented urinal screens, trash liners, and bathroom air fresheners shall be furnished by the Airport. The Contractor shall be responsible for servicing all dispensers of such supplies on a daily basis (or per cleaning schedule) using the Airport furnished supplies.

2.12.2 The Contractor will be responsible for the inventory of expendable supplies and for notifying the County immediately once supplies need to be replenished.

2.13 STORAGE AREAS/SUPPLY REPLENISHMENT.

2.13.1 The Director, or the Director's designated representative, 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.

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

- The Contractor accepts delivery at the loading dock. The Contractor transfers delivery inside Airport facilities through its own personnel, or
- If Contractor accepts delivery, and it is necessary for delivery personnel to enter any secure areas, Contractor personnel shall escort delivery personnel into the secure facilities to deliver the goods and escorts delivery personnel back to the loading dock.
- At no time shall delivery personnel be left unescorted in any secure areas.

2.14 PERFORMANCE MONITORING/INSPECTION REPORTS.

2.14.1 The Contractor shall supply a performance log, the performance

log to be used by Airport staff to designate 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.

2.14.2 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.

2.14.3 Contractor's supervisor shall, at least once per week, conduct an inspection of the Subject Facilities and submit a written report to the Director or his designee. This report should include but is not limited to copies of the supervisor's report on the inspection, performance logs, summary of problems noted in the performance log, corrective action taken, etc. Contractor's supervisor shall, from time to time meet with the Director or his designee to review Contractor's performance under the Contract.

2.15 DAMAGE TO COUNTY PROPERTY.

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

2.16 MISCELLANEOUS.

2.16.1 Contractor shall submit to the Director a complete list of employees that will be assigned to the Airport to provide janitorial/cleaning services hereunder, such list to be submitted no later than one month prior to the start of the Contract unless otherwise mutually agreed.

2.16.2 The Contractor shall submit a written list of all supplies with attached Material Safety Data Sheets (MSDS) intended for use at/within the Subject Facilities. This list shall be submitted no later than one (1) week prior to start of the Contract unless otherwise mutually agreed. Adequate quantities and properly labeled supplies (minimum of two (2) weeks inventory) must be on hand to perform janitorial/cleaning duties at all times. The requirement to submit the list and maintaining the requisite

inventory applies to any changes in supplies used throughout the term of this Contract.

2.17 INSURANCE.

- 2.17.1 The Contractor shall agree that it will, at all times during the term of the Agreement, keep in force and effect insurance policies required by the Contract as noted below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary.
- 2.17.2 Prior to execution of the written contract, the Contractor shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the Contract and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the Agreement
- 2.17.3 General Liability Insurance—Policy shall provide coverage for Premises and Operations, Products and Completed Operations, Broad Form Property Damage Endorsement, Personal Injury and Blanket contractual coverage. Limit of liability not less than \$1,000,000.00 Each Occurrence and Aggregate, \$2,000,000.00 Products and Completed Operations aggregate, and \$1,000,000.00 Personal Injury. Brown County and Austin Straubel International Airport, their boards, commissions, agencies, officers, employees and representatives must be named as additional insured on the general liability and so stated on the Certificate of Insurance.
- 2.17.4 Automobile Liability Insurance—Comprehensive Automobile Liability or Business Auto Policy Form covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability—combined single limit for bodily injury and property damage of \$1,000,000.00 each occurrence.
- 2.17.5 Worker's Compensation and Employer Liability Insurance—statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000.00 each accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain Worker's Compensation Insurance as specified above and Contractor shall submit evidence of the Worker's Compensation Insurance required.

- 2.17.6 The Airport shall not be liable to Contractor or its employees for any injuries to Contractor's employees arising out of the performance of work under this Agreement. Contractor and its workers' compensation insurance carrier agree to waive any and all rights of recovery from the Airport for Worker's compensation claims made by its employees. The Contractor agrees that the indemnification and hold harmless provision within this contract extends to any claims brought by or on behalf of any employee of the Contractor.
- 2.17.7 Property Insurance—Contractor shall carry sufficient All Risk Insurance on both owned and leased equipment at site of work and en route to and from site to fully protect it. Contractor shall require same coverage of its subcontractors. It is expressly understood and agreed that the Airport shall have no responsibility therefor.
- 2.17.8 Fidelity/Employee Dishonesty Insurance—Contractor shall carry employee fidelity/dishonesty coverage with a limit of liability not less than \$100,000.00 to cover dishonest acts of their employees and agents, including but not limited to theft of vehicles, materials, supplies, equipment, tools, money, securities, etc., which result in loss to Brown County.
- 2.17.9 Failure to submit an insurance certificate, as required, can make the Contract void at the Airport's discretion. Additionally, the Contractor shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor.

PART IV

RFP SUBMISSION REQUIREMENTS

1. RESPONSE DOCUMENTS/SUBMISSION REQUIREMENTS.

In order to expedite the evaluation process, each proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores, or if found to be non-responsive, be disqualified.

- 1.1 **COVER LETTER/EXECUTIVE SUMMARY.** Include a transmittal letter identifying the Contractor's firm, a brief summary of the firm's background. Include other important general information that is deemed significant enough to be highlighted. The letter shall provide the name,

title, address, telephone number, e-mail address and fax number of the individual authorized to contractually bind the firm and be signed by the authorized individual. Include a summary containing highlights of the Proposer's approach, describing how the project team would be organized and how the Contractor will ensure responsiveness to County staff and scope of services requirements.

1.2 TECHNICAL RESPONSE.

1.2.1 Staffing Plan to include:

1.2.1.1 Key personnel assignments, responsibilities and experience; include a one-page resume' for each key employee who would be assigned to the Airport. To include the following: Supervisory Staff.

1.2.1.2 Provide a detailed staffing plan for all other staff. The plan shall account for peak travel seasons. Further, the plan shall indicate the number of full-time and part-time positions.

1.2.2 References: Proposers should also provide three references using Attachment I titled Customer Reference Worksheet that supports the following qualifications: one of the three references should demonstrate that the Proposer has experience providing janitorial/cleaning for facilities similar to the Subject Facilities.

1.2.3 Management Plan, including: proposed training program(s) including start-up and recurrent training of staff.

1.2.4 Transition Plan: Proposer shall provide written procedures relating to the transition process of management and coordination of Proposer assuming the janitorial/cleaning services from the current provider. The plan should provide details with a thorough implementation control schedule for taking over the services with minimum disruption to the Airport.

1.2.5 Financial Stability: The Contractor must have the financial capability to undertake the Contract. In order to demonstrate its financial capability, provide a balance sheet and income statements for the last three (3) fiscal years prepared in accordance with general accepted accounting principles (GAAP) reflecting the current financial condition of Proposer entity and its parent entity, if applicable. If this is a new entity, submit a financial statement for the entity as of June 30, 2012. **Also**, provide an interim

balance sheet and income statement for the period subsequent to the closing date of the most recent financial statements and the last day of the month immediately preceding submission of the proposal.

- 1.2.6 Proposers are also encouraged to provide a list of additional services for the Airport's consideration which shall be provided at no additional cost to enhance the janitorial/cleaning services to be provided.
- 1.2.7 Provide any additional information about your firm that you feel is pertinent to this RFP.

1.3 COST/PRICING.

- 1.3.1 Using Attachment L, provide a firm fixed price per month for contract years 1, 2, and 3 inclusive of all labor, supervision, equipment, cleaning supplies, and any other material required to provide janitorial/cleaning services. Pricing for years 4, 5, and 6 (if the County exercises the option to extend) will increase 2% per year; that is, year 4 will be 2% greater than the amount in effect for year 3; year 5 will be 2% greater than the amount in effect for year 4; and year 6 will be 2% greater than the amount in effect for year 5.
- 1.3.2 Using Attachment L, provide the hourly rate at which cleaning staff time and supervisor time will be billed for services outside the scope of the services described herein (e.g., emergency call in services).

1.4 PAYMENT.

- 1.4.1 Contractor shall invoice the Airport monthly for services rendered under the provisions of the Contract. All invoices shall be sent to and processed by Airport Administration.
- 1.4.2 Invoicing after each month's service shall be no later than the 10th of the month following the work period and must include the cost per month. Extra work for which Contractor seeks payment under the hourly rate specified in 1.3.2, shall be itemized. Further, if Contractor seeks reimbursement for an item identified as a reimbursable expense, the same shall likewise be itemized.

1.5 ATTACHMENTS.

1.5.1 Attachment J, Proposer Certification.

1.5.2 Additional attachments submittals:

1.5.2.1 Attachment K, Proposer Questionnaire.

1.5.2.2 Attachment D, Janitorial Services Agreement. Note any exceptions to the terms and conditions of the Janitorial Services Agreement. If there are no exceptions, please return the first page of the Agreement marked "No Exceptions." Please note that excessive changes may result in lower proposal scores or disqualification of proposal.

PART V REVIEW PROCESS AND EVALUATION CRITERIA

1. PROPOSAL RESPONSIVENESS.

1.1 Required Documentation: Proposals will be reviewed to determine if all required documentation was included with the Proposal submitted.

1.2 Proposals that fail to contain the required documents with their technical and cost Proposals will be disqualified from further consideration.

2. PROPOSAL REVIEW AND EVALUATION.

2.1 Technical Proposals will be evaluated against the general criteria and weighted scores will be applied as described in Paragraph 4.

2.2 The County may seek written clarification from any or all Proposers in order to better understand and evaluate the submitted Proposals. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Proposal.

3. COST PROPOSAL REVIEW AND EVALUATION.

Pricing will be evaluated and weighted in accordance with Paragraph 4.

4. EVALUATION OF PROPOSALS.

The Airport will evaluate the Proposals received and may award the Janitorial Services Agreement to the Proposer making the best Proposal. Consideration will be given to the following elements:

- 4.1 Cost/Pricing; Weight 30%.
- 4.2 Experience and qualifications of firm (a minimum of five (5) years of experience is necessary); Weight 10%.
- 4.3 Experience and qualifications of staff, both supervisory and non-supervisory, assigned to provide janitorial/cleaning services, including training provided to staff; Weight 20%
- 4.4 Method/approach used to provide janitorial/cleaning services that assures the Subject Facilities are professionally maintained, including specifically the staffing plan. This includes information on supervision of cleaning staff, how performance of staff is evaluated, etc.; Weight 15%.
- 4.5 Financial responsibility; focus will be on Proposer's financial statements; Weight 10%.
- 4.6 References: focus will be on reference comments and level of satisfaction of references; Weight 15%.

5. BASIS OF AWARD.

- 5.1 Award will be based on the overall highest ranked Proposal score.
- 5.2 Should the selected Proposer fail to provide post award documents as required, the County, in its sole discretion, may withdraw the award recommendation, and select the next highest ranked Proposer for award.
- 5.3 The County reserves the right to accept an offer in full or in part, or to reject all offers.

PART VI MISCELLANEOUS

1. INDEPENDENT CONTRACTOR.

- 1.1 It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of the County. The Airport is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement; and as an independent contractor, Contractor hereby indemnifies and holds the Airport harmless from any

and all claims that may be made against the Airport based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- 1.2 It is further understood and agreed by the parties hereto that Contractor in the performance of its obligations hereunder is subject to the control or direction of the Airport as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
- 1.3 If, in the performance of this Agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor, and the Airport shall have no right or authority over such persons or the terms of such employment.
- 1.4 It is further understood and agreed that as an independent contractor and not an employee of the County, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as an Airport employee, right to act on behalf of the Airport in any capacity whatsoever as agent, nor to bind the Airport to any obligation whatsoever.

END OF DOCUMENT

ATTACHMENT A

(If Addendums exist for this project, please sign and date and send with your Proposal)

Addendum Acknowledgement

Receipt Schedule

Brown County Project #1610

The undersigned acknowledges receipt of the following addendum:

Addendum #1	Initials
Addendum #2	Initials
Addendum #3	Initials
Addendum #4	Initials

The undersigned agrees with the following statement:

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my listing of subcontractors along with their respective trades- if applicable.

Name _____
Signature

Date _____

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, posted on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified, by Brown County, of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

Attachment B

Appeals

Brown County Project #1610

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFQ or RFP.

Appeals may be submitted for the following purchases:

- a) the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or**
- b) the item price is \$5000 or more or the total order is \$10,000 or more, and**
- c) vendor selection was based on factual errors, or**
- d) the lowest price vendor was not selected, or**
- e) failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements.**

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 72 hours of receipt of rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final.

**Submit to: Brown County Internal Auditor
P.O. Box 23600
Green Bay, WI. 54305-3600**

Attachment C

Designation of Confidential and Proprietary Information

(Use of this form is required when submitting proposal)

Brown County Project # 1610

The attached material submitted in response to project #1610 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply: The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY

**OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF
CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY
COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE
MATERIALS.**

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the bid/proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name : _____

Authorized Representative: _____
Signature

Authorized Representative: _____
Type or Print

Date: _____

ATTACHMENT D

JANITORIAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, but shall be effective as of _____, by and between Brown County Austin Straubel International Airport ("Airport") and _____ ("Contractor"), WITNESSETH:

WHEREAS, Brown County is the owner of Austin Straubel International Airport located in Brown County, Wisconsin, and

WHEREAS, Brown County desires to hire and retain Contractor to provide certain janitorial and cleaning services at Austin Straubel International Airport and Contractor desires to provide such services,

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants set forth herein, the parties agree as follows:

**SECTION 1
DEFINITIONS**

1.1 DEFINITIONS:

Unless otherwise expressly stated, the following terms shall have the meaning indicated for the purpose of this contract:

Airport	Austin Straubel International Airport. Owned and operated by Brown County.
Airport Administration	A division of the Airport, responsible for supervising and administering the business activity at the Airport including the duties, responsibilities, and services under this Contract.
Contract	This Janitorial Services Agreement and any amendments thereto.
County	Brown County, a municipal corporation in the County of Brown, State of Wisconsin, and any successors thereto.
Contractor	The person/entity as identified in the opening paragraph of this Contract.

Customer	Users of the Airport's facilities.
Director	The Airport Director or such person as the Director may designate.
Subcontractor	Any person, entity, or organization with which the Contractor proposes to contract to fulfill any of Contractor's duties under this contract.

SECTION 2 SCOPE OF SERVICES

2.1 SUMMARY OF SCOPE.

Throughout the term of this contract, including the extended term if so exercised by Airport, Contractor shall provide the labor, materials, supplies, and equipment as provided in this Section 2, including:

- 2.1.1 Contractor shall furnish all labor, supervision, equipment (except as provided below), cleaning supplies, and any other materials required to maintain a clean, sanitary, and safe environment in the facilities at the Airport as generally depicted in Exhibit 1 (the "Subject Facilities").
- 2.1.2 The tasks and frequencies listed in Exhibit 2 (cleaning specifications, definitions, and frequency) are meant to serve as the minimum criteria for services provided, and may or may not be sufficient to present a consistent clean appearance. The intent is to ensure a clean environment and appearance and therefore satisfactory performance of the tasks and requirements of Exhibit 2 will be a factor in evaluating acceptable Contract performance. It is not represented that the list of services required is a complete list of the tasks to be performed, but it understood that all items not listed, but required to properly clean and maintain the Subject Facilities at a high standard of cleanliness, shall be included as though enumerated in detail.
- 2.1.3 During bad weather or inclement weather, the Airport may install additional floor mats to give a cleaner appearance to the facilities. The Contractor, following established cleaning specifications and standards shall maintain the additional mats.
- 2.1.4 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 the Airport. Clean is to be accomplished by hand and/or power tools using cloth, steel wool, scrub brushes with abrasive powders, soaps, detergents, cleaners, solvents, bleaches, ammonia liquids, and paste polishes, etc.

- 2.1.5 Where the word “strip” is used, it shall mean the process described by the manufacturer of the floor finish being used for removing the existing floor finish and to prepare the floor tile to receive new floor finish. Normally, floor stripping requires the use of one or more of the following: power floor scrubbing machines, scouring pads, brushes, rags, mops, etc., with an approved material, in combination with the proper amount of water to satisfactorily remove all old floor finish, dust, dirt, grease stains, and wax.

2.2 STAFFING

- 2.2.1 General Requirements. Contractor shall, subject to the staffing required under paragraph 2.2.1.1, provide sufficient number of qualified staff to perform the janitorial services set forth in this contract. The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training, and discharging its personnel.

2.2.1.1 Staffing shall include: (i) Contractor staff personnel shall be present between the hours of 4:00 A.M. to 11:00 P.M. Monday through Friday and 5:30 A.M. to 6:00 P.M. Saturday and Sunday, and (ii) a resident manager/supervisor on site as required, provided Contractor agrees to maintain a Green Bay area office which is staffed on a full-time basis, the same to be located within 30 miles of Airport, the resident manager or his/her designee being available by phone on a 24-hour a day, 7 day a week, 365 days of the year basis for the purpose of procuring and providing backup or replacement staff personnel and other services called for in the Contract

2.2.1.2 In addition to the foregoing, Contractor agrees to provide available back up personnel for emergency calls and to perform project work as required by the Airport. Back up personnel need to respond in a reasonable amount of time, but in no event, more than one hour following notification.

2.2.1.3 Contractor shall select and hire only persons who are well qualified to perform the job duties for which they are being

hired. The individuals shall be neat, well-groomed, and courteous, and act in the utmost professional manner when acting with Airport customers, tenants, visitors, and the general public. Contractor's employees who will or may interact with the aforementioned persons in the performance of the duties must be able to communicate fluently in the English language. Contractor's employees hair and beards must be clean and neatly trimmed. Extreme hair styles/beards and colors (e.g., florescent green) are not appropriate. Excessive or offensive tattoos must be covered while working. Extreme piercings are not appropriate and must be covered while working. The use, consumption, or storage of alcohol or controlled substances in Airport property is not allowed. Contractor shall have a written drug testing policy in place for all staff assigned to the Airport and shall enforce such policy.

2.2.1.4 It is understood that the Director shall have the authority to require removal of personnel for failure to comply with the foregoing requirements or such other conduct by personnel which Director deems detrimental to the operation and reputation of the Airport. All decisions of the Director shall be final. A direction by the Director to remove an individual from assignment to the Airport 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. The Airport, Brown County, and Director 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 cause.

2.2.2 Staffing Plan.

2.2.2.1 Contractor shall develop and propose a written staffing plan outlining the base number of employees, including supervisors, which Contractor will use to provide the janitorial/cleaning services at the Airport. The staffing plan shall indicate the number of employees, including supervisors, to be assigned and present during the hours set forth in paragraph 2.2.1.1, above. The proposed staffing plan shall be based upon generally anticipated normal

conditions at the Airport, specifically the Subject Facilities, as well as staffing needs for peak travel seasons.

2.2.2.2 The staffing plan shall include the classification of employee positions and the duties of each position. Classification shall include, but are not limited to:

Supervisor:

- Responsible for the day-to-day management and supervision of Contractor's employees.
- Performs staff scheduling.
- Supervisor shall be a highly qualified and experienced manager charged with the responsibility and authority by Contractor in respect to the method, manner, and conduct of the janitorial/cleaning services.
- Supervisor shall be knowledgeable with providing cleaning and janitorial services at facilities similar to the Subject Facilities.

Janitorial Staff:

- Perform one or more of the janitorial/cleaning tasks as required under this Contract.

2.2.3 Training.

2.2.3.1 Contractor shall provide adequate personnel training in accordance with all applicable federal and State of Wisconsin requirements as well as Contractor's own curriculum and standards pertinent to the janitorial/cleaning services. In addition to training by Contractor, Contractor employees shall attend such training sessions as may be required by the Director from time to time.

2.2.3.2 Contractor shall be solely responsible for all costs incurred as a result of the employee's initial and recurrent training.

- 2.2.3.3 Contractor shall maintain records of training in its employees' files. The training records shall be available for review by Airport Administration staff upon the request of the Director.

2.2.4 Uniforms and Appearance.

- 2.2.4.1 Contractor shall establish and enforce dress code policies as approved by the Director. All Contractor's personnel shall at all times while on duty at the Airport: be uniformed or otherwise dressed in a manner satisfactory to the Director; clean, well groomed and neatly dressed; courteous and efficient; conduct themselves in a dignified, highly professional, and businesslike manner. Contractor's personnel shall speak English sufficiently to perform their assigned duties including interaction and communication with Airport employees, tenants, and customers. While at the Airport, Contractor's personnel shall not use profanity, engage in any loud, boisterous, or otherwise offensive or disturbing behavior, nor display any rudeness whatsoever to any person at the Airport.

- 2.2.4.2 Contractor employees shall wear an I.D. badge issued by the Airport. Further, Contractor employees shall wear a distinct uniform, pre-approved by the Director, identifying such persons as employees of the Contractor; the uniform shall also include the Airport logo, said logo to be embroidered on the uniform.

2.2.5 Professional Behavior.

- 2.2.5.1 Contractor shall be responsible for the conduct, demeanor, and appearance of its employees while on or about the Airport/Subject Facilities and while acting in the course and scope of employment.
- 2.2.5.2 Contractor employees are to be attentive, alert, and responsive to all Customer issues, needs, comments, or complaints. At no time shall a Contractor employee make a Customer feel threatened, insecure, or ignored on and around the Subject Facilities. Issues should be reported to a supervisor whenever an employee needs support and guidance.

2.2.5.3 Contractor employees are prohibited from receiving and soliciting tips under any circumstances.

2.2.6 Security.

2.2.6.1 The Contractor will be required to submit to the Director a complete list of employees that will be assigned to the Subject Facilities no later than one (1) month prior to the start of the Contract unless otherwise mutually agreed. The Director must be notified throughout the term of the Contract of any personnel changes in advance (minimum of one day).

2.2.6.2 Contractor's employees will have access to Security Identification Display Area (SIDA) at the Airport. Such access requires issuance of an identification badge and pursuant to the rules and requirements of the Department of Homeland Security/ Transportation Security Administration, Airport must conduct a background check on each of Contractor's employees. The background check, for SIDA identification badging, includes an individual FBI Criminal History Check, the same being required by 49CFR Part 1542.209. Further, 49CFR Part 1542.214(b) requires all persons requesting unescorted access to secure areas of the Airport must complete an Airport sponsored security class prior to obtaining an identification badge.

2.2.6.3 The cost of the background checks, identification badges, and Contractor employee's attendance at the security class, as required under paragraph 2.2.6.2, above, shall be paid by the Contractor. This responsibility for payment includes the initial background check and security class as well as subsequent periodic background checks and subsequent security classes as may be conducted from time to time.

2.2.6.4 If a Contractor employee's background check is unsatisfactory, whether an initial or subsequent periodic background check, such employee shall not be permitted to work at or from the Airport and such employee shall immediately deliver his/her SIDA identification badge to Airport Administration.

- 2.2.6.5 Neither Contractor nor Contractor's staff shall permit any other individual to have access to secure areas of buildings, rooms, nor grounds as the same may be designated by the Director, without prior approval of the Director or Director's designee. Anyone not employed by Contractor will not be provided access to such secure areas. Permitting or allowing unauthorized persons, such as friends, visitors, children, or any other family members, access to such secured areas shall be cause for termination of this Contract.
- 2.2.6.6 Each employee of Contractor will be provided a key to the break room (the same to be designated by the Director). Keys to other areas within the Subject Facilities will be kept in the break room and may only be removed by Contractor's employees when needed to perform janitorial/cleaning duties. At the end of an employee's work shift, all keys, except employee's break room key, shall be returned to and left in the break room. Without the prior approval of the Director, Contractor's employees shall not permit, provide, or allow any person, except other employees of Contractor, to have access to the break room or any other Subject Facilities where a key is required for access or entry. When a Contractor employee is no longer regularly assigned to provide services at the Airport, Contractor shall immediately collect their break room key and the Airport issued identification badge and return the same to the Director. Contractor must report lost or misplaced keys, break room or otherwise, within 24 hours, to the Director. Contractor will be charged \$100.00 for each replacement key and, if in the sole discretion of the Director, for security reasons, it is necessary to replace and re-key one or more locks or other security devices, Contractor shall reimburse Airport for the actual cost thereof.
- 2.2.6.7 The Contractor shall comply with the Airport's security plan as well as security directives issued by the Transportation Security Administration and/or the Department of Homeland Security, and any amendments thereto.

- 2.2.6.8 Contractor shall comply with and if necessary assist the Airport with the Airport Emergency Plan as approved by the Federal Aviation Administration or the U.S. Department of Transportation, as the same may be amended from time to time.

2.2.7 EXPOSURE CONTROL PLAN.

- 2.2.7.1 Contractor shall comply with the OSHA blood borne pathogens standards, 29 CFR 1910.1030. Per OSHA, the Contractor will have an Exposure Control Plan to protect its employees from exposure to blood borne pathogens. A copy of the document will be given to the Director.
- 2.2.7.2 Contractor shall comply with all OSHA standards related to cleaning products used in performance of the janitorial services.

2.2.8 SUPERVISOR'S RESPONSIBILITIES.

- 2.2.8.1 The supervisor shall ensure that:
- A. Contractor's employees wear the approved uniform. All uniforms shall be the same for all employees and must be different in both design and color, from those worn by Airport employees.
 - B. Contractor's employees that appear to be under the influence of alcohol or drugs shall not be permitted into the Subject Facilities.
 - C. Loud or boisterous conduct is prohibited.
 - D. Contractor's employees will not use or tamper with office machines, equipment, or Airport employee's personal property at any time.
 - E. Contractor's employees will not open desk drawers, cabinets, or refrigerators at any time with the exception that refrigerators may be opened when cleaned.

- F. Contractor's employees will not use Airport telephones at any time unless work related for an emergency.
- G. Contractor's employees will not use personal cell phones, I-Pods, or other such electronic devices while performing janitorial duties.
- H. Contractor's employees will be provided with communication devices (the same to be provided by the Airport) and shall have such device on their person while performing work duties.
- I. Contractor's employees must always wear Airport issued I.D./access cards at all times during work hours, the same to be worn on the outer most garment and above waist.
- J. Hallway access doors to secured areas, offices, or office suites will, unless otherwise specified by the Director, be kept locked at all times, for security reasons, even when Contractor's employees are in these areas cleaning.
- K. Assure that Contractor's staff does not bring guests, family members, children, or others into secure areas.

2.2.8.2 The Contractor supervisor must be able to verbally communicate in the English language.

2.2.9 ITEMS REQUIRING REPAIR.

2.2.9.1 Contractor's employees shall report daily, through the supervisor, all conditions requiring attention of the Airport, 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.

2.2.10 EQUIPMENT.

- 2.2.10.1 At the commencement of the Contract, County will provide, for Contractor's use in providing janitorial services at the Airport, the equipment set forth in Exhibit 3 (the "County Equipment"). Contractor shall, at its expense, keep and maintain the County Equipment in good working order. If, as the result of ordinary wear and use, and not neglect or misuse, Contractor believes it is necessary to replace an item of County Equipment, Contractor shall report the same to the Director and the Director shall determine if replacement is necessary or if further repair is more appropriate. If the Director agrees that replacement is appropriate, the Contractor shall, at its expense, purchase the replacement equipment item (herein "Replaced Equipment"). Contractor shall be the owner of the Replaced Equipment. At the time the Director authorizes replacement, the Director and Contractor shall agree on the reasonable useable life of the item of Replaced Equipment. Utilizing such useful life, County shall pay Contractor as a reimbursable expense, the proportionate/allocable cost of the item of Replaced Equipment. Reimbursement shall continue during the remainder of the term of the Contract or the end of the useful life of the Replaced Equipment item, whichever occurs first. (Example: if 30 months remain on the Contract, the replacement cost of an item of Replaced Equipment is \$2,400.00 and the useful life is 24 months; then Contractor would receive \$100.00 per month as reimbursable expense for 24 months; if 18 months remain on the Contract, the Contractor would receive \$100.00 per month as reimbursable expense for 18 months.)
- 2.2.10.2 If, in addition to the County Equipment, Contractor requires additional equipment to perform its janitorial/cleaning duties, such equipment shall be provided by Contractor at its expense ("Contractor Equipment"). Space will be provided at the Airport for Contractor Equipment which remains at the Airport during the term of the Contract. The Contractor Equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all janitorial/cleaning duties, and available to the Contractor's employees at all times.

2.2.11 SUPPLIES/EQUIPMENT.

- 2.2.11.1 Unless otherwise noted, all supplies and equipment required to carry out the janitorial/cleaning operations within the scope of the Contract shall be provided by Contractor, and shall meet the standards of the Federal Occupational Safety and Health Act and the State of Wisconsin Safety Codes.
- 2.2.11.2 Contractor shall comply with OSHA Hazard Community Standards, 29 CFR 1910.1200. Contractor's staff 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 the Airport.
- 2.2.11.3 All cleaning supplies/products to carry out the janitorial/cleaning operations within the scope of the Contract shall be products equal or similar to 3M Twist and Fill products.

2.2.12 EXPENDABLE SUPPLIES.

- 2.2.12.1 Expendable supplies such as toilet tissue, paper towels, soap for dispensers, scented urinal screens, trash liners, and bathroom air fresheners shall be furnished by the Airport. The Contractor shall be responsible for servicing all dispensers of such supplies on a daily basis (or per cleaning schedule) using the Airport furnished supplies.
- 2.2.12.2 The Contractor will be responsible for the inventory of expendable supplies and for notifying the County immediately once supplies need to be replenished.

2.2.13 STORAGE AREAS/SUPPLY REPLENISHMENT.

- 2.2.13.1 The Director, or the Director's designated representative, 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.
- 2.2.13.2 If Contractor's cleaning supplies need to be replenished or

other equipment is required to be delivered to the Airport, the Contract shall manage the delivery vendors as follows:

- The Contractor accepts delivery at the loading dock. The Contractor transfers delivery inside Airport facilities through its own personnel, or
- If Contractor accepts delivery, and it is necessary for delivery personnel to enter any secure areas, Contractor personnel shall escort delivery personnel into the secure facilities to deliver the goods and escorts delivery personnel back to the loading dock.
- At no time shall delivery personnel be left unescorted in any secure areas.

2.2.14 PERFORMANCE MONITORING/INSPECTION REPORTS.

- 2.2.14.1 The Contractor shall supply a performance log, the performance log to be used by Airport staff to designate 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.
- 2.2.14.2 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.
- 2.2.14.3 Contractor's supervisor shall, at least once per week, conduct an inspection of the Subject Facilities and submit a written report to the Director or his designee. This report should include but is not limited to copies of the supervisor's report on the inspection, performance logs, summary of problems noted in the performance log, corrective action taken, etc. Contractor's supervisor shall, from time to time meet with the Director or his designee to review Contractor's performance under this Contract.

2.2.15 DAMAGE TO COUNTY PROPERTY.

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

2.2.16 MISCELLANEOUS.

2.2.16.1 Contractor shall submit to the Director a complete list of employees that will be assigned to the Airport to provide janitorial/cleaning services hereunder, such list to be submitted no later than one month prior to the start of the Contract unless otherwise mutually agreed.

2.2.16.2 The Contractor shall submit a written list of all supplies with attached Material Safety Data Sheets (MSDS) intended for use at/within the Subject Facilities. This list shall be submitted no later than one (1) week prior to start of the Contract unless otherwise mutually agreed. Adequate quantities and properly labeled supplies (minimum of two (2) weeks inventory) must be on hand to perform janitorial/cleaning duties at all times. The requirement to submit the list and maintaining the requisite inventory applies to any changes in supplies used throughout the term of this Contract.

2.2.16.3 During time of war, national emergency, riot, or natural disaster, the Airport shall have the right to lease the entire Airport of any part thereof to the United States or State of Wisconsin for military or National Guard use and, in such event, the provisions of this Contract, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be superceded for the period of such government lease.

2.2.16.4 This Contract shall be subordinate to the provisions of any existing or future agreement between the Airport and the United States government, relative to the operation or maintenance of the Airport, the execution of which has

been, or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

2.2.17 INSURANCE.

- 2.2.17.1 The Contractor agrees that it will, at all times during the term of this Contract, keep in force and effect insurance policies as provided below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary.
- 2.2.17.2 Upon execution of this Contract, the Contractor shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the Contract and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract
- 2.2.17.3 General Liability Insurance—Policy shall provide coverage for Premises and Operations, Products and Completed Operations Broad Form Property Damage Endorsement, Personal Injury and Blanket contractual coverage. Limit of liability not less than \$1,000,000.00 Each Occurrence and Aggregate, \$2,000,000.00 Products and Completed Operations aggregate, and \$1,000,000.00 Personal Injury. Brown County and Austin Straubel International Airport, their boards, commissions, agencies, officers, employees and representatives must be named as additional insured on the general liability and so stated on the Certificate of Insurance.
- 2.2.17.4 Automobile Liability Insurance—Comprehensive Automobile Liability or Business Auto Policy Form covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability—combined single limit for bodily injury and property damage of \$1,000,000.00 each occurrence.
- 2.2.17.5 Worker's Compensation and Employer Liability Insurance—statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less

than \$100,000.00 each accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain Worker's Compensation Insurance as specified above and Contractor shall submit evidence of the Worker's Compensation Insurance required.

2.2.17.6 The Airport shall not be liable to Contractor or its employees for any injuries to Contractor's employees arising out of the performance of work under this Contract. Contractor and its workers' compensation insurance carrier agree to waive any and all rights of recovery from the Airport for Worker's compensation claims made by its employees. The Contractor agrees that the indemnification and hold harmless provision within this contract extends to any claims brought by or on behalf of any employee of the Contractor.

2.2.17.7 Property Insurance—Contractor shall carry sufficient All Risk Insurance on both owned and leased equipment at site of work and en route to and from site to fully protect it. Contractor shall require same coverage of its subcontractors. It is expressly understood and agreed that the County/Airport shall have no responsibility therefor.

2.2.17.8 Fidelity/Employee Dishonesty Insurance—Contractor shall carry employee fidelity/dishonesty coverage with a limit of liability not less than \$100,000.00 to cover dishonest acts of their employees and agents, including but not limited to theft of vehicles, materials, supplies, equipment, tools, money, securities, etc., which result in loss to County/Airport.

2.2.17.9 Failure to submit an insurance certificate, as required, may, in the County/Airport's sole discretion, result in termination of this Contract. Additionally, the Contractor shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor.

2.2.18 COMPLIANCE/ORDINANCES:

2.2.18.1 Contractor shall comply with all applicable federal, state, and local statutes and ordinances pertaining to operation of

the Airport and, upon notice from the Director, with any regulatory requirements imposed by the Federal Aviation Administration or other aviation regulatory agency with jurisdiction over the Airport.

2.2.19 LICENSES:

- 2.2.19.1 Contractor shall acquire and keep current all licenses required for the conduct of its business and the providing of services under this Contract.

2.2.20 EQUAL EMPLOYMENT OPPORTUNITY:

- 2.2.20.1 Contractor shall provide equal employment opportunities for all qualified individuals without regard to race, creed, color, sex, age, national origin, religion, political affiliation, or disability.

2.2.21 SECURITY:

- 2.2.21.1 Contractor and its personnel shall cooperate with security officers assigned to the Airport and the Subject Facilities, and shall provide timely communication and information that is pertinent to the security operation and general safe operation of the Airport and the Subject Facilities. Any incident or accident occurring within the Airport shall be reported in a written report. Copies of all incident/accident reports shall be sent to the Director by the close of the next business day.

2.2.22 CUSTOMER COMPLAINTS:

- 2.2.22.1 Contractor shall promptly investigate any complaint received by the Airport or the Contractor concerning the operation and/or condition of the Subject Facilities, or the conduct, demeanor, or appearance of any employee of Contractor. Copies of such complaint shall be forwarded to the Director no later than the next business day following receipt. Contractor shall investigate and respond to any such Complaint in writing within three (3) working days from its receipt by Contractor, providing a copy of the response to the Director. The Director reserves the right to review all responses by Contractor prior to release of such

response. Complaints received directly by Airport Administration or Director pertaining to the condition of the Subject Facilities or conduct, demeanor, or appearance of any employee of Contractor shall be forwarded to the Contractor for comment prior to issuance of a written response by the Director. The Contractor shall comment on or provide to the Director written response to such complaint, as directed by the Director, within two (2) working days in order to provide the Director with necessary information that will enable the Director to properly respond to the Complaint.

2.2.23 SMOKING PROHIBITED

- 2.2.23.1 Contractor shall prohibit its employees from smoking in offices, lobbies, and all other portions of the Airport, in accordance with all applicable local, state, and federal laws and regulations.

SECTION 3 AIRPORT SECURITY

3.1 SECURITY PLAN

- 3.1.1 The Airport has implemented an Airport Security Plan ("Security Plan") in a form acceptable to the Transportation Security Administration ("TSA") pursuant to 49 CFR Part 1542. The Airport reserves the right to modify the Security Plan from time to time, as it deems necessary to accomplish its purposes. Contractor agrees to abide by all provisions of the Security Plan and institute and carry out all security measures as provided in the Security Plan.

SECTION 4 PARKING

4.1 PARKING:

Contractor and its employees shall be permitted to park in the Airport's employee parking facility while on duty. Parking permits shall be obtained from Airport Administration by each employee who desires parking privileges. Contractor shall be responsible for the proper exercise of this privilege and, in the event of abuse thereof, the Airport shall have the right to revoke any or all outstanding monthly parking permits of Contractor's employees.

SECTION 5 TERM/OPTION TO EXTEND

5.1 INITIAL TERM:

The initial term of this Contract shall be for a period of three (3) years (the "Initial Term"), commencing January 1, 2013, and ending December 31, 2015, unless extended as provided in the following paragraph or unless sooner terminated or cancelled as provided herein.

5.2 OPTION TERM:

Airport shall have the right and option to extend the term of this Contract for one (1) additional term of three (3) years. The Renewal Term shall be from January 1, 2016, to December 31, 2018. If Airport elects to exercise its option to extend for the Renewal Term, it shall give written notice of such exercise to Contractor no later than July 1, 2015. If Airport exercises its option, then during the Renewal Term, the terms and conditions of this Contract shall remain in full force and effect.

SECTION 6 COMPENSATION/PAYMENTS

6.1 COMPENSATION—INITIAL TERM:

During the Initial Term, Airport shall pay to Contractor, for the janitorial/ cleaning services performed pursuant to this Contract, the following:

6.1.1 BASE COMPENSATION.

- 6.1.1.1 For years 1, 2, and 3 of this Contract, Base Compensation payable by Airport to Contractor shall be as set forth in Exhibit 5 which is attached hereto and made a part hereof.

6.1.2 ADDITIONAL COMPENSATION:

- 6.1.2.1 In the event Contractor, at the request of Director, provides janitorial/cleaning services outside the scope of Section 2, above (e.g., emergency call in service), then Contractor's staff shall be compensated at the hourly rates set forth in Exhibit 5.

6.1.3 REIMBURSABLE EXPENSE:

- 6.1.3.1 With respect to expenses incurred by Contractor which are identified in this Contract as a reimbursable expense, Airport shall reimburse Contractor at Contractor's cost, or as may otherwise be provided herein.

6.2 OPTION TERM:

- 6.2.1 If the Airport elects to extend the term (see paragraph 5.2., above), then the base compensation shall increase by two percent (2%) per year, that is: year four will be 2% greater than the amount in effect for year three; year five will be 2% greater than the amount in effect for year four, and year six will be 2% greater than the amount in effect for year five. Further, the hourly rate for additional compensation, both as to supervisor and cleaning staff, shall increase by 2% per year, that is the hourly rates for 2016 will be 2% greater than the hourly rates for 2015; the hourly rates for 2017 will be 2% greater than the hourly rates for 2016; and the hourly rates for 2018 will be 2% greater than the hourly rates for 2017. Reimbursable expenses shall be paid/reimbursed as provided in paragraph 6.1.3.

6.3 PAYMENT:

- 6.3.1 Contractor shall invoice the Airport monthly for services rendered under the provisions of this Contract. All invoices shall be sent to and processed by Airport Administration.
- 6.3.2 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 and the cost per month. Extra work for which Contractor seeks payment under the hourly rates specified in paragraph 6.1.2 shall be itemized. Further, if Contractor seeks reimbursement for an item identified as a reimbursable expense, the same shall likewise be itemized.

SECTION 7 TERMINATION

- 7.1 During the term of this Contract, the Airport shall have the right to immediately terminate the Contract upon occurrence of any of the following events:
 - 7.1.1 Contractor violates any provision of this Contract and fails to cure the violation within five (5) days following receipt of written notice to the Contractor specifying the nature of the violation.

- 7.1.2. Contractor violates, as determined by the Airport, this Contract four (4) times or more even if such violations were timely cured. Contractor shall receive a written notice of each violation.
- 7.1.3 Contractor places on the Airport or any part thereof or interest therein any lien or encumbrances or Contractor shall suffer any materialmen's or mechanic's lien to be filed against the Airport, and any such lien or encumbrance shall not have been removed or discharged within thirty (30) days after written demand by Airport to do so.
- 7.1.4 The dissolution or liquidation of the Contractor, institution of insolvency proceedings against it, the consent by Contractor to the institution of bankruptcy or insolvency proceedings against it, or the filing by Contractor of a petition or answer or consent seeking reorganization or relief under the Federal Bankruptcy Act or any other applicable federal or state law, or the consent by Contractor to the filing of any such petition or to the appointment of a receiver, liquidator, trustee or other similar official of the Contractor or of any substantial part of its assets, or the making by it of an assignment for the benefit of creditors, or the admission by Contractor in writing of its inability to pay its debts generally as they become due. The term "dissolve or liquidated" as used in this section shall not include cessation of corporate existence of Contractor resulting from merger or consolidation of Contractor into or with another corporation or a dissolution or liquidation of Contractor following a transfer of all of its assets as permitted hereunder.
- 7.1.5 The lawful assumption by the United States government, or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict or interfere with Contractor's performance hereunder, for a period of at least sixty (60) days.
- 7.2 In the event of termination, each party reserves and retains all rights and remedies to which it may be lawfully entitled, but there shall be no further rights or liabilities accruing to the parties pursuant to this Contract except as specifically set forth hereinabove.

SECTION 8

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

- 8.1. This Contract is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart A, Sec. 23.9. Contractor

agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award of or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement covered by 49, CFR Part 23, Subpart A, Sec. 23.9.

- 8.2. Contractor agrees to include the statements in Paragraph 8.1 above, in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- 8.3. Contractor shall comply with the Airport's approved Airport Concessions Disadvantaged Business Enterprise (ACDBE) program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 23, Participation by Minority Business Enterprise programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 8.4. Contractor shall make a good faith effort to adhere to the ACDBE Utilization Plan submitted on the attached ASIA ACDBE-2 form, Exhibit A, which assures that one percent (1%) of the purchases made for the operation of its business at the Airport be spent to ACDBEs certified by the Wisconsin Unified Certification Program or an entity whose certification is recognized by the Airport throughout the concession term. Any change to the ACDBE Utilization Plan, attached herein and made a part hereof, is subject to the Airport's written approval.
- 8.5. If Contractor fails to achieve and maintain the level of certified ACDBE participation stated in this Contract, Contractor shall provide documentation to the Airport Director's Office demonstrating that it made good faith efforts in its attempt to meet the required level of ACDBE participation. If Contractor fails to reflect a good faith effort to achieve and maintain the level of certified ACDBE participation stated herein throughout the term of this Contract, the Airport may consider this as a material breach of the Contract and may terminate the Contract in accordance with Section 7 of this Contract.
- 8.6. The Airport shall notify Contractor in the event that new regulations are issued by the U.S. Department of Transportation (USDOT) implementing Section 511 (h) of the Airport and Airway Improvement Act (AAIA) of 1982, as amended. Following such notification, Contractor shall be required to continue to meet the ACDBE goal set forth in this Contract or to initiate all necessary and reasonable steps to achieve and/or maintain the newly established ACDBE goal throughout the remaining term of this Contract. ACDBE participation may be in the form of

any legal arrangement meeting the eligibility standards in 49 CFR Part 23, as currently stated or amended, and shall be counted toward the goal as set forth in those regulations.

- 8.7 Contractor shall be required to comply with other appropriate provisions of 49 CFR Part 23 implementing Section 511 (h) of the AAIA. Contractor shall submit the ACDBE Utilization report ASIA ACDBE-5 and ASIA ACDBE-6 attached in Exhibit 4 respectively, on a quarterly basis or such reports as may be required by the Airport in the form specified by the Airport for the purpose of demonstrating compliance with this Paragraph. In the event Contractor seeks to terminate the participation of the ACDBE partner for non-performance, Contractor is required to obtain written approval from the Airport Director's Office and may be required to substitute the participation of the ACDBE with another certified ACDBE.

SECTION 9 FORCE MAJEURE

- 9.1 The Contractor shall not be charged with default nor shall the Airport be held liable because of delays in the performance of the service or payments due as a result of any of the following:
- 9.1.1 Acts of the Federal Government, including controls or restrictions upon the use of or the obtaining of materials, equipment, tools, or labor essential to operation of the facilities, by reason of war, national defense, or any other national emergency.
 - 9.1.2 Acts of the Airport or third parties, including but not limited to changes in the method of performing the work or scope of work covered by the Contract, upon order of the Airport.
 - 9.1.3 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of this Contract that are beyond the control of, and through no fault or negligence of, the Contractor or the Airport. This shall include, but not be limited to, acts of God or the public enemy, freight embargoes, court actions, floods, epidemics, quarantine, and strikes; weather of unusual severity such as hurricanes, tornadoes, and cyclones; nuclear radiation or radioactive contamination; and other factors of unusual severity which directly affect or prohibit the work under this Contract.

SECTION 10 INDEPENDENT CONTRACTOR STATUS

- 10.1 It is agreed by both parties that Contractor shall perform under this Contract as an independent contractor and nothing in this Contract shall be construed as creating any other relationship between the parties hereto including, but not limited to, a partnership, an agency relationship or a joint venture. Neither Contractor nor Contractor's employees shall, for any purpose, be deemed to be employees or agents of the Airport.
- 10.2 Contractor shall have full authority to hire, promote discipline and discharge its personnel.
- 10.3 No Contractor's employee shall be entitled, as a result of this Contract, to any of the benefits under any benefit plan which the Airport presently has in effect or may have in the future.

SECTION 11 LIEN CLAIMS

- 11.1 So long as the Airport has paid all amounts due hereunder, Contractor shall not create or permit to remain any liens, encumbrance or other like charge on account of Contractor's work or work performed by others on behalf of Contractor and shall, within ten (10) days of written notice from Airport, cause any such liens or encumbrances to be removed of record or bonded off.

SECTION 12 INDEMNIFICATION

- 12.1 Contractor agrees to fully indemnify, save and hold harmless the Airport/Brown County, the Brown County Board of Supervisors, Airport Director, Brown County Executive, the Planning, Development, and Transportation Committee of the Brown County Board, Brown County's officers, agents, and employees (herein "Indemnitees") from and against all claims, liabilities, judgments, damages, and reasonable costs and all expenses (including attorney fees) incidental to the investigation and defense thereof which may accrue against, be charged to, or recovered from an Indemnatee, directly or indirectly, by reason of or on account of or arising out of death, damage, or injuries to third persons or their property or damage to the property of the Airport caused by the fault, action, non-action, omission, or negligence of Contractor, its agents, employees, or invitees, including acts of joint negligence of the Contractor, its employees, agents, or invitees. The parties shall give each other prompt and reasonable notice of any claim made or actions instituted which in any way directly or indirectly affect or may affect each

other, and each party shall have the right to investigate, compromise, and defend the same to the extent of its own interests. Airport shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the Airport's selection without relieving Contractor of any obligations hereunder. Any final judgment rendered against an Indemnitee for any cause for which Contractor is liable hereunder shall be conclusive against Contractor as to liability and amount. Contractor shall furnish proper and adequate insurance protection to cover Indemnitees against any and all claims against them, which may arise, from Contractor's performance of its duties and responsibilities under this Contract, to the extent of Contractor's indemnity obligations as herein before set forth. Contractor's obligations herein shall survive any termination of this Contract or Contractor's activities on and from the Airport.

- 12.2 The liability of Contractor under the foregoing Indemnity shall extend to and include any testing, response, and remediation costs incurred by Airport in connection with a release, discharge, or generation of Hazardous Materials on, within, or in the vicinity of the Airport by the Contractor or Contractor's employees, agents, or invitees, if the same is in violation of any federal, state, or local environmental laws.
- 12.3 Without limitation of the foregoing, Contractor agrees to protect, defend, indemnify, and hold Indemnitees harmless from any and all liability, loss, damage, or expense arising from any employment relationship between Contractor and its employees, including claims under any statute including but not limited to Worker's Compensation laws, Unemployment Compensation laws, the Equal Employment Opportunity Act, the Fair Labor Standards Act, the Family Medical Leave Act, the Americans with Disabilities Act, any collective bargaining agreement, and any state or federal statutes or regulations pertaining to union activities or collective bargaining. The indemnities and assumption of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding termination of this Contract, whether by expiration of time, by operation of law, or otherwise.

SECTION 13 ASSIGNMENT

- 13.1 Contractor shall not assign, transfer in whole or in part in any manner this Contract or any interest therein nor permit this Contract to become transferred by operation of law or otherwise nor do nor suffer any acts to be done whereby the same may be or become assigned in whole or in part unless the consent of the Airport shall first have been obtained in each and every case of such assignment or transfer as shall from time to time occur or be desired. It is expressly agreed by the parties

that a change in ownership or control of Contractor, if any, shall be deemed to be an assignment hereunder. It is expressly agreed by Contractor that in the event permission is granted by Airport as herein provided, the assignee shall be required to assume and agree to perform the covenants of this Contract and that notwithstanding any such assignment, the Contractor shall be and remain liable for the performance of all covenants and conditions for the full term of this Contract.

- 13.2 The Airport shall have the right to assign its rights and delegate its duties hereunder to any party who or which succeeds to the Airport's interest in the Subject Facilities. The Airport shall be released of any and all liability hereunder from and after the date that such successor assumes in writing the obligations of the Airport hereunder.

SECTION 14 SUCCESSORS

- 14.1 Subject to the other terms hereof, this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 15 ATTORNEY FEES AND COSTS

- 15.1 In the event Airport shall prevail in any action or suit or proceeding brought by Airport to enforce its rights under this Contract or for failure by Contractor to observe and fulfill any of the covenants of this Contract, Contractor agrees to pay Airport such sum as the court may adjudge reasonable as attorney fees and costs to be allowed in such action, suit, or proceeding.

SECTION 16 LAWS OF WISCONSIN

- 16.1 The terms of this Contract shall be governed by and interpreted according to the laws of the State of Wisconsin.

SECTION 17 WAIVER

- 17.1 The Airport shall have the right to waive any term, provision, or condition of this Contract if, in the opinion of the Airport, such waiver is in the best interest of the Airport. The waiver of any term, provision, or condition of this Contract, or the breach thereof, shall not be deemed to be a waiver of any other term, provision, or condition. Neither the failure of either party to exercise any right given such party

hereunder nor to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

SECTION 18
AMENDMENTS

- 18.1 This Contract shall not be altered, changed, or amended except by written instrument agreed to and signed by the Contractor and Director.

SECTION 19
ENTIRE AGREEMENT

- 19.1 This Contract contains the entire agreement of the parties hereto with respect to the janitorial and cleaning services to be provided. No representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

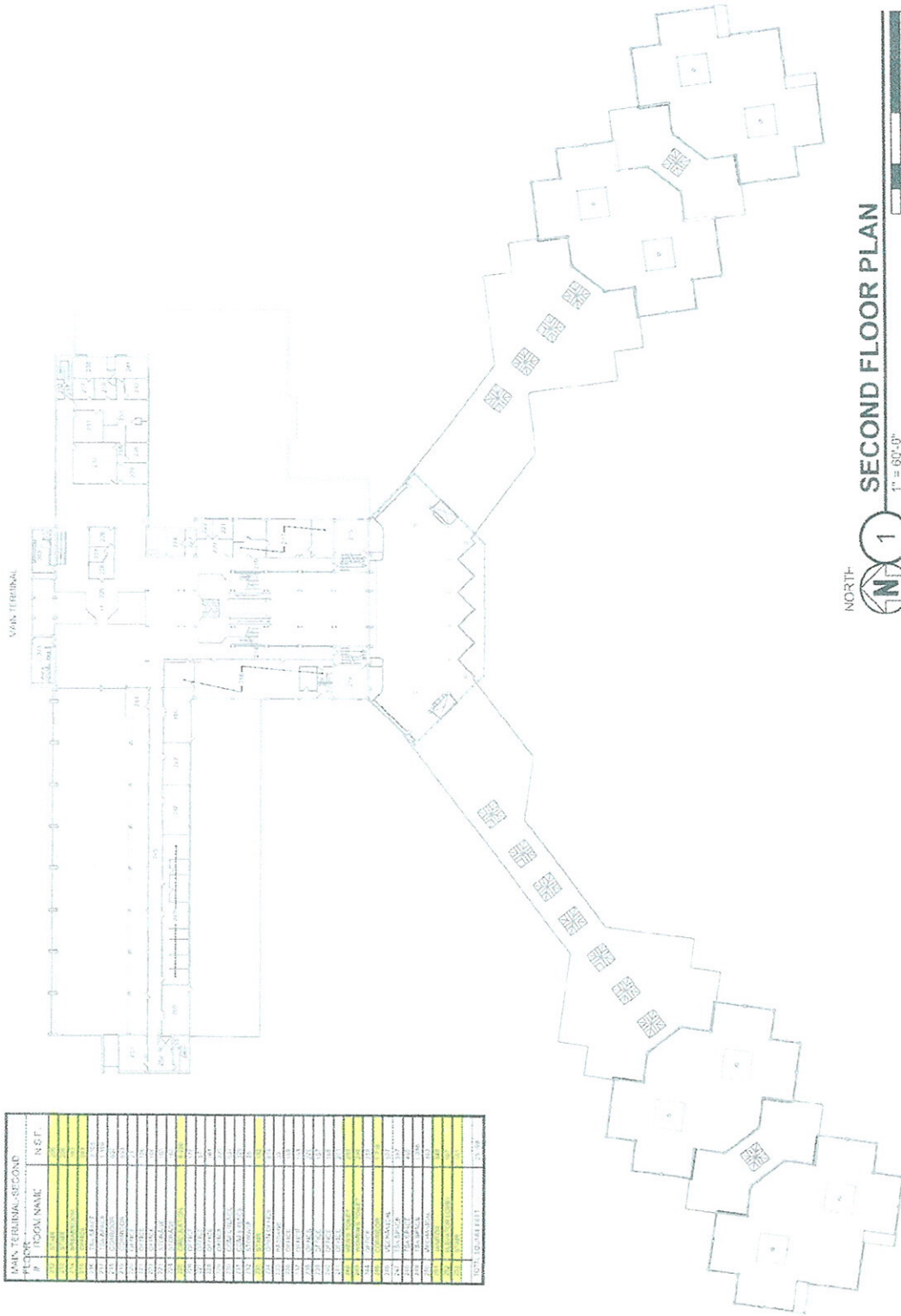
IN WITNESS WHERE OF, the parties hereto have executed this Contract as of the date first above written.

Witnesses: AUSTIN STRAUBEL INTERNATIONAL AIRPORT

By: _____
Thomas Miller, Airport Director

CONTRACTOR

By: _____
Name:
Title:



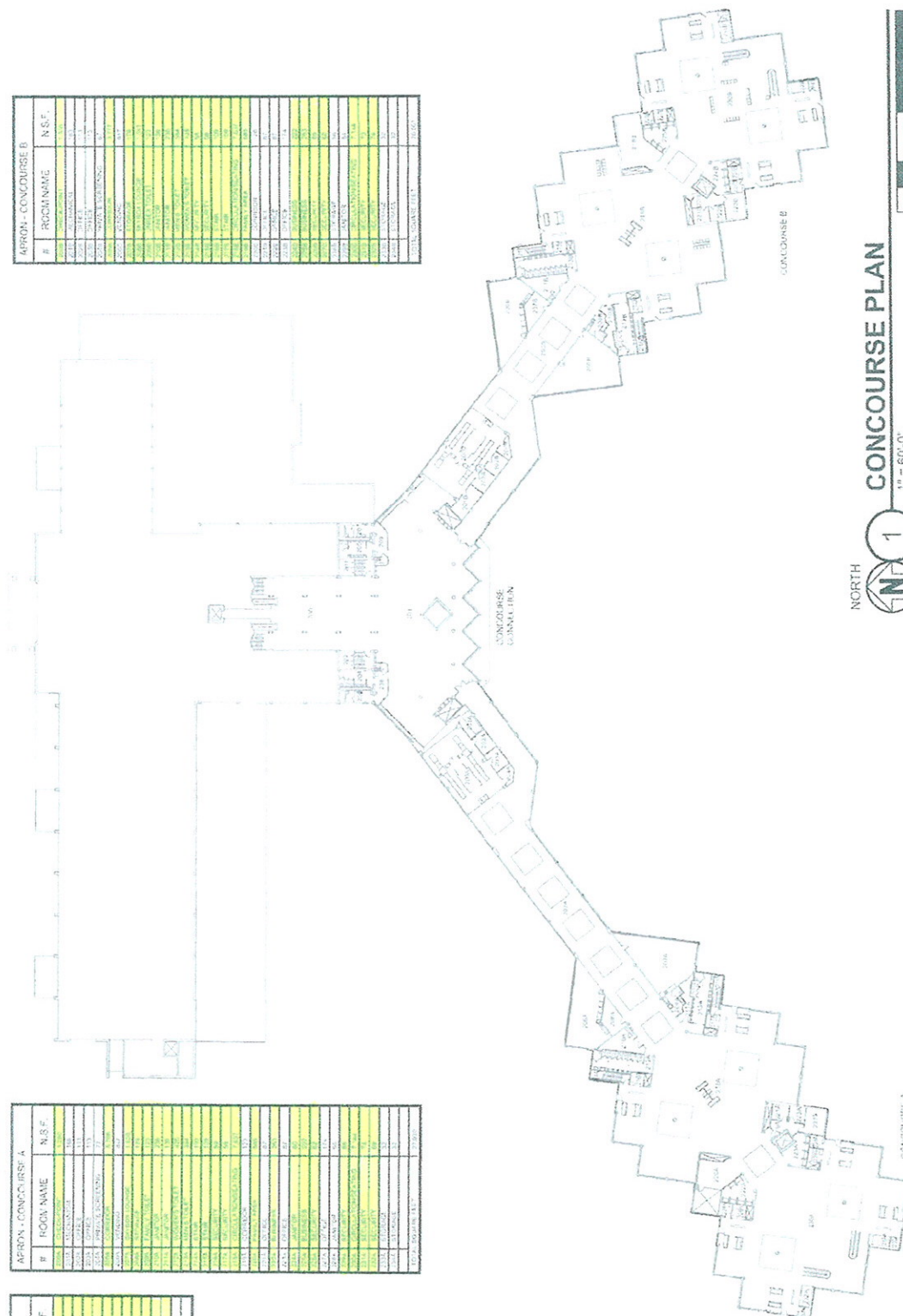
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Exhibit 1

[illegible]

AFRICA - CONTINENT A		
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NORTH

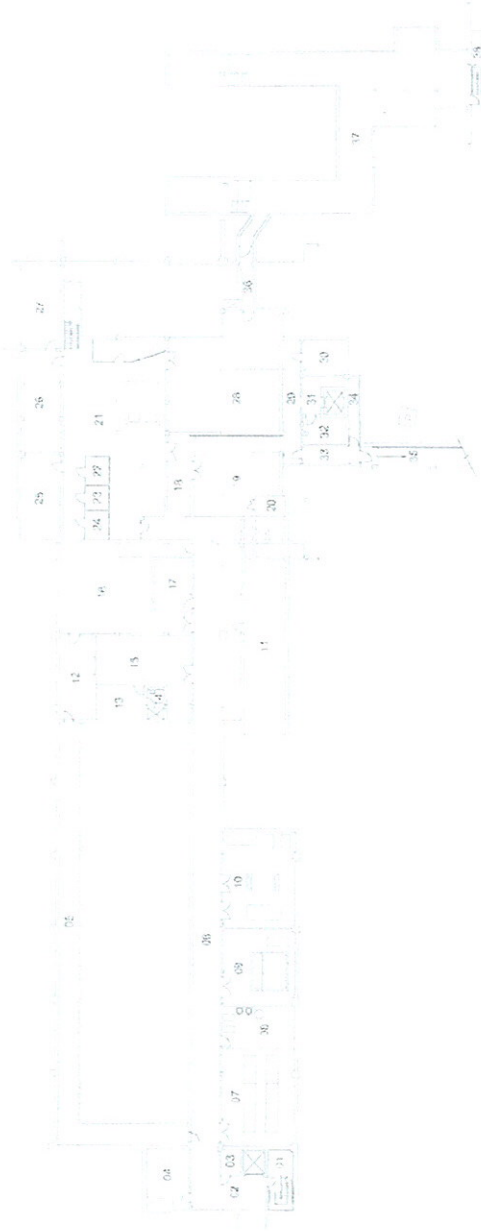


CONCOURSE PLAN

 $1'' = 60' \cdot 0''$ 

A-03

MAIN TERMINAL



ROOM	NO.	NAME	AREA	USE
01	01	RECEPTION	120	RECEPTION
02	02	LOBBY	100	LOBBY
03	03	LOBBY	100	LOBBY
04	04	LOBBY	100	LOBBY
05	05	LOBBY	100	LOBBY
06	06	LOBBY	100	LOBBY
07	07	LOBBY	100	LOBBY
08	08	LOBBY	100	LOBBY
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Austin Straubel International Airport
2077 AIRPORT DRIVE, GREEN BAY, WI
ROOM SQUARE FOOTAGE

BASEMENT PLAN

1" = 40'-0"



A-01

BASEMENT
ROOM SQUARE
FOOTAGE PLAN

EXHIBIT 2

AUSTIN STRAUBEL INTERNATIONAL AIRPORT CLEANING SPECIFICATIONS

The work to be performed under this contract includes, but is not limited to the following ROUTINE SERVICES. Frequency of cleaning is the minimum amount required.

Frequency of cleaning:

MAIN FLOOR:

Empty and damp wipe trash receptacles.	twice daily am / pm
Sweep / vacuum & wet mop entrance vestibules	once daily
Wet mop & clean handrails 4 stair cases: 1 by main entrance to 2 nd floor; 1 by admin entrance to 2nd floor; 2 located by elevator to 2nd floor	once daily
Clean all formica counters	once daily
Machine scrub tile floors	twice weekly summer/multiple times or as needed during winter months
Dust mop all tile floors	once daily
Wet mop spills; pick up debris as needed	once daily
Sanitize water fountain and clean drain holes	once daily
Spot clean interior (lower) windows including exterior of gift shops & restaurant; interior of all entrance/exit vestibules, including both sides of automatic doors; dust window sills and heater bases	3 times weekly
Sweep / vacuum entrance exit vestibules	5 times weekly M-F
Clean vinyl wall coverings, remove scuffs and dust wall's	monthly
Clean elevator doors and frames, control panel and interior walls	twice weekly
Spot clean elevator exterior mirrored surface on main level	5 times weekly M-F
Clean escalator rail and plexiglass sides	twice weekly
Dust or damp clean all seating as needed	once weekly
Dust and damp clean courtesy phones	3 times weekly
Dust vending machines, wall signs and standing signs	2 times weekly
Vacuum carpet on baggage carousel's and clean stainless	once weekly
Remove chewing gum from floor, furniture, walls, etc.; pick up trash from floors	ongoing basis/as needed
Damp wipe (all) stainless with damp micro-fiber cloth	once weekly

EXHIBIT 2

	Frequency of cleaning:
Spot clean fingerprints from stainless	once daily
Clean all doors including door hardware, push plates, kick plates and handles	once weekly
Clean and sweep loading dock area and steps, including steps to second floor	once daily
Sweep basement hallway	once weekly
Vacuum / Clean all visible HVAC air vents	semi-annual spring and fall
Vacuum / Clean Alean, 2 nd floor window sill and flags	semi-annual spring and fall
Scrub / squeegee interior and exterior windows	semi-annual spring and fall
Clean elevator upper levels exterior mirrored surface	semi-annual spring and fall

EXTERIOR:

Sweep front and side terminal exterior sidewalks when sidewalks not wet or covered with snow	daily M-J
Empty and clean exterior ash urns	once weekly
Check and empty as required exterior trash receptacles	Daily
Salt sidewalks when needed or directed during inclement cold weather	As needed

CONCOURSE A & B AND GRAND LOBBY:

Empty and damp wipe trash receptacles	twice daily am / pm
Vacuum and clean wall, seating and toys in children's play area	3 times weekly
Vacuum and clean formica counters and walls in business centers	once daily
Sweep and/or wet mop 8 stair cases located by gates 1A, 2A, 1B, 2B and the 2 stair cases at the end of each concourse	twice weekly summer; multiple times daily as needed during winter months dependent upon weather and use
Machine scrub tile floors	3 times weekly
Wet mop spills; pick up debris as needed	ongoing basis
Dust mop all tile floors	once daily
Sanitize water fountains, bottle fillers and clean drain holes	once daily
Spot clean interior (lower) windows, dust sills and heater bases	3 times weekly
Clean elevator doors and frame, also hand rail in elevator	twice weekly
Dust or damp clean all seating as needed	once weekly
Dust vending area including machines, wall signs and standing signs including courtesy phones and top of cabinets	twice weekly
Remove chewing gum from floor, furniture, wall, etc.	ongoing basis
Damp wipe (all) stainless with damp micro-fiber cloth	once weekly

EXHIBIT 2

Frequency of cleaning:	
Remove fingerprints from stainless	once daily
Dust wall tiles and check painted walls	monthly
Clean associated elevators interiors and stainless doors	twice weekly
Clean all formica counters and front of airline podiums	5 times weekly
Sweep daily and damp mop as needed (2) stair cases from ground level to 3 rd floor including hand rails (by grand lobby)	once daily/as needed
Vacuum / clean all visible HVAC air vents	semi-annual spring and fall
Clean alean grand lobby area	semi-annual spring and fall
Scrub /squeegee interior and exterior windows	semi-annual spring and fall

CONCOURSE RAMP LEVEL: (No routine cleaning of leased space)

Sweep all non-leased area hallways	once weekly
Clean restrooms, same cleaning instructions as indicated below for public restrooms	3 times weekly

JET BRIDGES: (NOTE: cleaning frequency may change to fewer days dependent upon usage)

Power sweep carpeted bridges	once daily
Wet mop, remove scuffs rubber floor bridges	once daily
Clean windows and control area	once daily
Clean walls and gutter area	once weekly

NOTE: NO WET MOPING JET BRIDGE FLOORS WHEN EXTERNAL TEMPERATURE REACHES 32 DEGREES

JANITORIAL CLOSETS:

Keep all janitorial closets clean, orderly and stocked	ongoing basis
--	---------------

SECOND FLOOR:

Clean elevator doors and frame	twice weekly
Sanitize water fountains, and clean drain holes	once daily
Power vacuum all carpeting	twice daily
Vacuum elevator carpeting	5 time weekly M-F
Spot clean carpeting to remove spots and stains using professional spot cleaning chemicals, including gum remover	ongoing basis/ as needed
Pick up trash from floor	ongoing basis/ as needed

EXHIBIT 2

	Frequency of cleaning:
Clean all door hardware, push plates, handles and kick plates	once weekly
Dust or damp clean all seating as needed	once weekly
Empty and damp wipe trash receptacles	once daily
Vacuum / Clean all visible HVAC air vents	semi-annual
Clean all railing and associated glass	5 times weekly
Clean windows overlooking ticket wing	once daily
Clean north and south looking windows	once weekly
Shampoo all carpeting (airport equipment)	once yearly

ALL PUBLIC RESTROOMS:

Deep clean all restrooms with Kiavac system	monthly
Empty trash receptacles	twice daily am / pm
Wet mop floors using a sanitizing quat product	twice daily am / pm
Sanitize washroom fixtures and counter tops	twice daily am / pm
Vacuum air vent grills including entrance vestibule vent	once weekly
Refill scent dispensers with airports product	when alarming empty
Refill paper dispensers from airports supply and inform airport when supply is getting low	as needed

NO (ROUTINE) CLEANING IN ANY OFFICE LEASED SPACE

RESTROOM HOURLY SPOT INSPECTION:

Spot inspection will include an hourly sign off sheet. Hourly inspections do not necessary mean that cleaning will be needed, during the hourly inspection attentions should be given to the mirrors for finger prints or water splash's. Counter tops dry and free of debris. Floor condition especially under toilets and around urinals and free of debris. Toilet stalls walls and toilet condition, and a visual check of paper products. Spot check all bathroom walls. Any discrepancy found must be cleaned or corrected at that time.

NOTE: All trash must be removed from the building and taken to the dumpsters on the west end of the terminal. No trash shall be left sitting in the terminal after the trash receptacles have been emptied.

Exhibit 3

EQUIPMENT LIST

EQUIPMENT	S/N	YEAR	PICTURE #
Advance Terra 28B	080402462	4/08	1
Commodore 111	461739EN	6/99	2
Castex		1/87	3
Advance Retriever A134	392661	7/90	4
Tennant 7100 (HOURS 2472)	7100-10027252	7/01	5
Floor Dryers			6
Kiavac	1750-2301	10/07	7
Advance Adgility XPB Backpac Vac	1003-00091	2/12	8
Advance Terra 28B	113808135	7/09	9
Tennant 7100 (HOURS 1000)	7100-10182264	4/04	10
Admiral Extractor	1000130468	8/04	11
Floor Dryer			12
Utility Carts			13
Advance Terra 28B	113808136	6/10	14
Admiral Extractor	1000130679	8/04	15
Advance Miromatic	1081959	6/05	16
Vacuum Cleaners (5)each			

EXHIBIT 4

AUSTIN STRAUBEL INTERNATIONAL AIRPORT REQUEST FOR PROPOSALS (RFP) AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION SPECIFICATIONS

1. The successful Operator shall comply with CFR 49 Parts 23 and 26, which requires Good Faith Efforts (GFE) to achieve participation of certified Airport Concessions Disadvantaged Business Enterprise (ACDBE¹) firms on all Airport Concession contracts. In accordance with USDOT requirements, the Operator shall ensure that ACDBEs have an opportunity to participate on this concession contract. **Refer to Section (8) for the specific ACDBE participation contract goal.**
2. All bidders are required to submit **ASIA ACDBE-1** form with their proposals.
3. The Airport Director is authorized to make the determination that Operator has made a good faith effort (GFE) to achieve the required ACDBE participation. The Operator can demonstrate that it has made a good faith effort in meeting the assigned ACDBE goal by doing either of the following:
 - a. Shows evidence that it has met the ACDBE participation by submitting a complete and detailed ACDBE Utilization Plan (**ASIA ACDBE-2**); or
 - b. Documents that it made good faith efforts to meet the ACDBE participation goal, even though it did not succeed in achieving it. In this case, the Operator must submit the Certificate of Good Faith Efforts (**ASIA ACDBE-3**) and all relevant documentation to the Airport for a GFE determination with its bid submittal.
4. The efforts employed by the Operator should be those that one could reasonably expect a Operator to take if the Operator were actively and aggressively trying to obtain ACDBE participation sufficient to meet the ACDBE concession goal. Mere pro forma efforts are not good faith efforts to meet the ACDBE contract requirements. (49 CFR §26.53 and Appendix A to 49CFR Part 26 provides guidance regarding GFE). Also refer to the Provisions governing GFE attached to this document.
5. In the event that the Airport determines that the Operator has failed to meet the GFE requirements, Operator is entitled to appeal this determination by submitting **ASIA ACDBE-4**. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the Airport of the failure to meet the GFE requirement. The request should be sent to:

¹ The term "ACDBE" means small business concerns known as an Airport Concession Disadvantaged Business Enterprise (ACDBE) owned at least 51% by socially and economically disadvantaged individuals, and certified by the Wisconsin Unified Certification Program under 49 CFR Parts 23 and 26.

Airport Director
Austin Straubel International Airport
2077 Airport Drive, Ste. 18
Green Bay, WI 54313

6. The Operator shall on a quarterly basis, submit accurate reports on ACDBE utilization to the Airport by submitting form **ASIA ACDBE-5**. For management contracts this form must be submitted with each payment request by the prime Operator. The reports must be submitted even if no ACDBE activity took place during the period being reported. Failure to submit such reports will be considered a material breach of the contract terms.

7. For management contracts the prime Operator is required to submit **ASIA ACDBE-6** to ensure final payment to ACDBEs. For non management concession contracts submit this form with the quarterly reporting form **ASIA ACDBE-5**.

8. **ACDBE Participation Goal:** Each prime Operator shall utilize ACDBE firms to a minimum of (1%). Operators should note that for the purpose of proposal evaluation, participating ACDBEs must be certified upon submission of their proposal. Bidders must submit a detailed and specific **ACDBE Utilization Plan ASIA ACDBE-2** with their proposal including, but not limited to, the following information:

- a. Name(s) of ACDBE(s) firm(s) being considered for utilization.
- b. Method of achieving ACDBE participation (direct contract, partnership, joint venture)
- c. Detailed description on how the ACDBEs will operate under this agreement.
- d. Percentage of the concession agreement assigned to the ACDBE(s).

9. For a list of certified ACDBEs, or if you need additional assistance in the identification of ACDBEs, contact the Airport Administrative Office at (920)498-4800.

10. The Airport Director through the application of 49 CFR §26.55 (c) will be responsible for the determination and evaluation of whether or not an ACDBE firm is performing a commercially useful function on this concession agreement. For ACDBE counting and crediting purposes, only the participation of firms performing a commercially useful function will be considered. Prime Operator is required to notify the Airport if the ACDBE firm will further subcontract out any portion of the concession. Credit will be given based on actual participation by the ACDBE firm(s).

11. The Airport reserves the right to waive any of these specifications when it is in the best interest of the Airport.

PROVISIONS GOVERNING GOOD-FAITH EFFORTS

1. ACDBE Participation Plan (OCRA ACDBE- 2) and Good-Faith Efforts Certificate (OCRA ACDBE-3)

In the event you are the apparent successful bidder, you will be so informed in writing. As indicated in the Request for Proposal (RFP) documents, you must supply an ACDBE Participation Plan which is included with the bid documents when you submit your proposal. This form is to establish that you have received from the listed ACDBE contractors signed commitments sufficient to satisfy the ACDBE goal for this concession. If you indicate in this document that you have not met the ACDBE goal, your proposal may be rejected as non-responsive. If you wish to ask for a waiver of the goal, you must submit the form entitled, Certificate of Good-Faith Efforts, (OCRA ACDBE -3) at the time you submit the Participation Plan.

2. Good-Faith Effort Procedure

The Good Faith Efforts Certificate Form **OCRA ACDBE-3** constitutes your written request for a waiver from the goal, and is used by the contracting officer to determine whether you made a good-faith attempt to secure the services of ACDBEs. The contracting officer will review the completed form, and any attachments, and may contact companies listed as having been asked to submit bids and may take other steps to verify the information provided in **OCRA ACDBE-3**. The contracting officer will give you a written response to your waiver request in writing, within three (3) working days of the date the form was submitted. If the waiver is denied, you have three (3) working days from the date you receive the denial in which to submit to the contracting officer a written request by submitting **OCRA ACDBE-4** for an administrative hearing to challenge the denial. You will be notified promptly of the time and place of the hearing. The hearing will occur within three (3) working days of the receipt of your request for such appeal. At the administrative hearing you may submit any information you have in support of your waiver application and may have legal Counsel to represent you. The hearing officer will be a person who was not involved in evaluating your original proposal. The hearing officer has discretion whether to consider any evidence, which was not previously submitted with, the form for review by the contracting officer.

3. Guidelines For Engaging In Good-Faith Efforts

Appendix A of 49 CFR 26 sets forth the kind of activities that the Airport would reasonably expect of a Operator who was actively and aggressively seeking to engage ACDBEs. Both, the contracting officer and the administrative hearing officer(s) will be guided in their decisions by Appendix A and the contents of the bidder's Certificate of Good Faith Efforts. At the administrative hearing the contracting officer will present the rationale for denying the waiver, and you will have an opportunity to present your case and rebut any statements or evidence. The burden of proof is on the Operator to convince the hearing officer that the evidence warrants a good-faith waiver. The hearing officer will promptly issue a written decision setting forth the basis for his or her decision. This decision is final.

4. Consequences of Your Failure To Practice Good-faith Efforts.

If the hearing officer(s) determine(s) that your ACDBE participation effort lacked good-faith efforts, the contracting department may reject your proposal. If you have any questions about the good-faith effort process, please contact the Airport Administrative Office at (920)498-4800.

Guidance Concerning Good-Faith Efforts (Based upon 49 CFR Part 26 Appendix A)

I. When, the Airport establishes a contract goal on a USDOT-assisted concession a Operator must, in order to be responsible and/or responsive, make good-faith efforts to meet the goal. The Operator can meet this requirement in either of two ways. First, the Operator can meet the goal, documenting commitments for participation by ACDBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Operator can document adequate good-faith efforts. This means that the Operator must show that it took all necessary and reasonable steps to achieve an ACDBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient ACDBE participation, even if they were not fully successful.

II. In any situation in which the Airport has established a contract goal, Part 26 requires the Airport to use the good faith effort mechanism of this part. It is up to the Airport to make a fair-and reasonable judgment whether a Operator that did not meet the goal made adequate good-faith efforts. It is important for the Airport to consider the quality, quantity, and intensity of the different kinds of efforts that the Operator has made. The efforts employed by the Operator should be those that one could reasonably expect a Operator to take if the Operator were actively and aggressively trying to obtain ACDBE participation sufficient to meet the ACDBE contract goal. Mere pro forma efforts are not good-faith efforts to meet the ACDBE contract requirements. The Airport's determination concerning the sufficiency of the firm's good-faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The USDOT also strongly cautions the Airport against requiring that a Operator meet a contract goal (i.e., obtain a specified amount of ACDBE participation) in order to be awarded a contract, even though the Operator makes an adequate good-faith efforts showing. This rule specifically prohibits the Airport from ignoring bona fide good-faith efforts.

IV. The following is a list of types of actions, which the Airport is required to consider as part of the Operator's good-faith efforts to obtain ACDBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified ACDBEs who have the capability to perform the work of the contract. The Operator must solicit this interest within sufficient time to allow the ACDBEs to respond to the solicitation. The Operator must determine with certainty if the ACDBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by ACDBEs in order to increase the likelihood that the ACDBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate ACDBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested ACDBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. Negotiating in good faith with interested ACDBEs.

(1) It is the Operator's responsibility to make a portion of the work available to ACDBE sub Operators and to select those portions of the work consistent with the available ACDBE sub Operator or suppliers, so as to facilitate ACDBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of ACDBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for ACDBEs to perform the work.

(2) A Operator using good business judgment would consider a number of factors in negotiating with ACDBE sub Operators and suppliers and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using ACDBEs is not in itself sufficient reason for a contractor's failure to meet the contract ACDBE goal, as long as reasonable. Also, the ability or desire of a contractor to do the work of a contract with its own organization does not relieve it of the responsibility to make good-faith efforts. Prime consultants/service providers contractors are not, however, required to accept higher quotes from ACDBEs if the price difference is excessive or unreasonable.

E. Not rejecting ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Operator's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Operator's efforts to meet the project goal.

F. Making efforts to assist interested ACDBEs in obtaining lines of credit or insurance as required by the Airport or Operator.

G. Making efforts to assist interested ACDBEs in obtaining necessary resources or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of ACDBEs.

V. In determining whether a Operator has made good-faith efforts, the Airport may take into account the performance of other Operators in meeting the contract. For example, when the apparent successful Operator fails to meet the contract goal, but others meet it, the Airport reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Operator could have met the goal. If the apparent successful Operator fails to meet the goal, but meets or exceeds the average ACDBE participation obtained by other bidders, the Airport may view this, in conjunction with other factors, as evidence of the apparent successful Operator having made good faith efforts.

EXHIBIT 4
AUSTIN STRAUBEL INTERNATIONAL AIRPORT
ACDBE UTILIZATION PLAN

Please provide the information requested below indicating your plan for meeting the Airport's ACDBE participation goal. (Use additional sheets if necessary.)

ACDBE INFORMATION		ESTIMATED % OF ACDBE PARTICIPATIO N	ACDBE CERTIFIED (Y/N) If not describe status
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation Attach detailed description of ACDBE involvement)			
TOTAL ACDBE PARTICIPATION		%	

In addition, please provide a detailed description of your plan to achieve the ACDBE participation goal, including the following:

- Scope of involvement by ACDBE enterprises (Must be completed)

EXHIBIT 4

CERTIFICATE OF GOOD-FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the apparent successful concessionaire in soliciting and utilizing ACDBE firms to meet ACDBE participation requirements. This certificate will assist the Airport in determining whether the apparent successful concessionaire has implemented comprehensive good faith efforts. Failure to implement "good faith" efforts to the satisfaction of the Airport could result in the rejection of the proposal.

I, _____, do hereby acknowledge that I am the authorized representative of _____, and am submitting this good faith certificate to document efforts undertaken by our firm to meet the assigned ACDBE goal.

RFP No.	RFP Title	Total Contract Amount	ACDBE Percentage	
			Goal	Pledged

I. Provide a brief summary on why you believe your firm is unable to meet the ACDBE participation goals on this project (Attach additional pages if necessary.)

II. I hereby certify that I have utilized comprehensive "good faith" efforts to solicit and utilize ACDBE firms to meet the ACDBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

A. Identifying Work Items for ACDBE Participation:

Concessionaires are encouraged to select portions of work to be performed by ACDBEs in a manner which will increase the likelihood of meeting ACDBE goals. In selecting work to be performed, concessionaire will consider, where appropriate, direct opportunities for participation by ACDBEs. Concessionaire can also meet the goal by purchasing goods and supplies from suppliers of goods and certified as ACDBE firms.

- 1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected for direct participation by ACDBEs.**
- 2. What efforts were undertaken to purchase goods and services from certified ACDBE firms? Were any efforts made to break down the purchasing contract into economically feasible units to facilitate ACDBE participation?**

B. Notifying ACDBE Firms of Contracting Opportunities

1. In the table below, indicate all firms (ACDBEs and non ACDBEs) which received written notification of the participation opportunities on the concession. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to ACDBE firms to this certificate).

[illegible]

- 2. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)**

[illegible]

3. Identify ACDBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letter sent as proof of notification).

ACDBE Associations/Organizations Contacted	Date of Notification	Contact Person	Date of Follow-up Telephone Call

4. Was the Airport contacted to assist in the recruitment of ACDBE firms?

Yes _____ No _____

Contact was made by: telephone _____ written correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing Assistance to ACDBEs Firms

1. Explain any efforts undertaken to provide ACDBE firms with adequate information about the concession opportunities and contractual requirements:

5. Describe any efforts undertaken to assist interested ACDBE firms in obtaining lines of credit or insurance required by the Airport or Concessionaire:

6. Describe any other efforts initiated to provide special assistance to ACDBE firms interested in participating on the concession contract:

D. Soliciting Proposals From Interested ACDBE Firms

Concessionaires must solicit proposals in good faith with interested ACDBE firms. Proposals from interested ACDBE firms must not be rejected by concessionaires without sound justification.

1. Indicate in the table below which ACDBE firms submitted proposals. Also, provide a brief explanation of why any of these ACDBE proposals were rejected. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of ACDBE firms	Opportunity Offered and Reason for Rejection

E. Other evidence and documentation you want the Airport to consider:

NOTE: The information requested as set forth above is the minimum information required by the Airport. Concessionaire maybe asked to submit information on certain other actions taken to secure ACDBE participation in an effort to meet the goals.

AFFIDAVIT

STATE OF WISCONSIN)

) ss

COUNTY OF _____)

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____
Concessionaire/Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20____

Signed: _____
Notary Public

My commission expires _____, 20____.

EXHIBIT 4

SUBMIT QUARTERLY OR WITH ALL
PAYMENT APPLICATIONS FOR MANAGEMENT CONTRACTS

AUSTIN STRAUBEL INTERNATIONAL AIRPORT AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE "ACDBE" UTILIZATION REPORT*

NAME OF CONCESSIONAIRE _____ TELEPHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

PROJECT TITLE _____ PROJECT # _____

TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT YTD _____

CONTRACT % COMPLETE _____ TOTAL ACDBE \$ AMT _____

TOTAL ACDBE PAYMENT YTD \$ _____ ACDBE % COMPLETE _____ **

AIRPORT PROJECT CONTACT PERSON _____ TEL NO. _____

REPORT FOR THE PERIOD FROM: _____ TO: _____ 20 ____ FINAL REPORT: () Yes
() No

List Airport Concession Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub consultants or suppliers in the last period.

NAME OF ACDBE FIRM	\$ AMOUNT PAID	WORK/SERVICE PERFORMED	AMT. OF PAYMENTS THIS PERIOD	AMT. OF PAYMENTS TO DATE	REMAINING BALANCE

Report Prepared by: _____

Approved by : _____
(Name & Title)

*Directions for completion of report – see reverse

**If the % ACDBE completion is less than the % contract completion, please attach an explanation as to why the ACDBE requirements are not being met at this time.

DIRECTIONS FOR COMPLETING THE "ACDBE" UTILIZATION REPORT

This report must be submitted quarterly or with each payment application for management contracts.

1. Prime concessionaire's registered company name.
2. Prime concessionaire's business telephone number.
3. Prime concessionaire's business address.
4. City in which prime concessionaire firm is located.
5. State in which prime concessionaire is located.
6. Zip code for prime concessionaire's place of business.
7. Name of Airport Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of revenue expected by the prime concessionaire by the Airport.
10. Total dollar amount of payments to all ACDBE suppliers and service providers to date.
11. Airport Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above Airport representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all ACDBE participants.
15. The name(s) of ACDBE firm(s) which received payment in the preceding month or period.
16. Total dollar amount of the work performed by the listed firm(s).
17. The work or service performed by the listed ACDBE firm(s).
18. The dollar amount of payments made to each ACDBE participant for the period being reported.
19. The total dollar amount paid to each ACDBE participant to date (cumulative). As an example—if the report covers the first payment to an ACDBE, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each ACDBE participant to date.
20. Remaining balance of the amount owed to the listed ACDBE firm(s).
21. Prime concessionaire's staff that actually prepared the report.
22. Prime concessionaire's officer or personnel authorized to review and approve the ACDBE Utilization Report.
23. Please mail this form to: Airport Director
Austin Straubel International Airport
2077 Airport Drive, Ste. 18
Green Bay, WI 54313

THIS REPORT MUST BE SUBMITTED QUARTERLY. IN THE CASE OF MANAGEMENT CONTRACTS THIS REPORT MUST BE SUBMITTED WITH EACH PAYMENT APPLICATION EVEN IF NO ACDBE ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY ACDBE, CALL THE AIRPORT OFFICE AT (920)498-4800

EXHIBIT 4

AUSTIN STRAUBEL INTERNATIONAL AIRPORT

ACDBE PAYMENT CERTIFICATION FOR CONCESSION CONTRACTS

This form must be attached to the ACDBE ASIA-5 Quarterly Report by PRIME CONCESSIONAIRE

Contract/Project Title _____

ACDBE Firm: _____

Project No. _____ Project Name: _____

***SECTION (A) ACDBE FIRM COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$ _____ payment for goods or services provided on the above referenced Austin Straubel International Airport project or contract.

Date _____, 20__

***SECTION (B) BOTH PRIME CONCESSIONAIRE AND ACDBE FIRM MUST COMPLETE IF FULL PAYMENT HAS NOT BEEN MADE TO ACDBE FIRM AND A BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$ _____ and will pay the balance of \$ _____ to _____ upon receipt of payment from The Airport for goods or services provided on the above referenced project.

Date _____, 20__

(Prime Concessionaire's Signature)

(Print Name & Title)

ACDBE Sub Concessionaire's Signature)

(Print Name & Title)

EXHIBIT 5

This Exhibit will be Attachment L from the RFP.

AUSTIN STRAUBEL INTERNATIONAL AIRPORT

ANNUAL COMPARISON-PASSENGERS ON

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012	23,404	21,686	26,217	22,903	23,093	26,111							143,414
2011	26,322	27,283	32,530	27,551	29,489	33,952	36,354	37,877	32,832	32,494	26,753	23,272	366,709
2010	26,335	24,335	29,752	29,198	29,729	33,726	35,771	36,925	31,672	33,217	26,354	25,789	362,803
2009	24,749	25,696	31,416	28,989	27,899	32,245	35,769	35,878	30,020	31,064	29,978	26,768	360,471
2008	36,206	34,673	43,037	37,032	37,224	39,092	39,446	38,793	32,227	33,702	25,575	26,497	423,504
2007	33,436	32,881	41,181	36,961	36,014	38,223	40,992	40,530	36,811	40,562	38,627	34,254	450,472
2006	34,545	33,845	43,872	36,439	36,007	38,428	40,262	41,480	37,462	40,584	36,416	36,174	455,514

AUSTIN STRAUBEL INTERNATIONAL AIRPORT

ANNUAL COMPARISON-PASSENGERS OFF

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012	20,927	20,775	26,202	24,369	23,723	27,156							143,152
2011	24,055	26,114	32,388	28,785	30,586	35,478	36,244	37,091	32,262	30,837	25,987	24,748	364,575
2010	24,040	22,984	29,634	30,986	31,450	34,722	37,437	35,640	30,381	32,163	26,934	25,862	362,233
2009	22,239	24,155	32,610	30,353	29,203	33,268	36,628	34,544	28,772	30,346	29,527	27,152	358,797
2008	31,852	33,887	43,938	39,323	37,928	39,432	40,593	37,922	31,366	30,812	27,405	26,398	420,856
2007	30,254	31,422	40,966	39,098	37,447	38,817	40,401	39,954	34,772	39,910	38,063	35,761	446,865
2006	30,213	32,450	43,258	38,755	37,819	39,400	40,215	40,872	35,745	39,477	35,992	36,920	451,116

AUSTIN STRAUBEL INTERNATIONAL AIRPORT

ANNUAL COMPARISON-PASSENGERS ON & OFF

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012	44,331	42,461	52,419	47,272	46,816	53,267							286,566
2011	50,377	53,397	64,918	56,336	60,075	69,430	72,598	74,968	65,094	63,331	52,740	48,020	731,284
2010	50,375	47,319	59,386	60,184	61,179	68,448	73,208	72,565	62,053	65,380	53,288	51,651	725,036
2009	46,988	49,851	64,026	59,342	57,102	65,513	72,397	70,422	58,792	61,410	59,505	53,920	719,268
2008	68,058	68,560	86,975	76,355	75,152	78,524	80,039	76,715	63,593	64,514	52,980	52,895	844,360
2007	63,690	64,303	82,147	76,059	73,461	77,040	81,393	80,484	71,583	80,472	76,690	70,015	897,337
2006	64,758	66,295	87,130	75,194	73,826	77,828	80,477	82,352	73,207	80,061	72,408	73,094	906,630

Attachment E

AUSTIN STRAUBEL INTERNATIONAL AIRPORT REQUEST FOR PROPOSALS (RFP) AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION SPECIFICATIONS

1. The successful Operator shall comply with CFR 49 Parts 23 and 26, which requires Good Faith Efforts (GFE) to achieve participation of certified Airport Concessions Disadvantaged Business Enterprise (ACDBE¹) firms on all Airport Concession contracts. In accordance with USDOT requirements, the Operator shall ensure that ACDBEs have an opportunity to participate on this concession contract. **Refer to Section (8) for the specific ACDBE participation contract goal.**
2. All bidders are required to submit **ASIA ACDBE-1** form with their proposals.
3. The Airport Director is authorized to make the determination that Operator has made a good faith effort (GFE) to achieve the required ACDBE participation. The Operator can demonstrate that it has made a good faith effort in meeting the assigned ACDBE goal by doing either of the following:
 - a. Shows evidence that it has met the ACDBE participation by submitting a complete and detailed ACDBE Utilization Plan (**ASIA ACDBE-2**); or
 - b. Documents that it made good faith efforts to meet the ACDBE participation goal, even though it did not succeed in achieving it. . In this case, the Operator must submit the Certificate of Good Faith Efforts (**ASIA ACDBE-3**) and all relevant documentation to the Airport for a GFE determination with its bid submittal.
4. The efforts employed by the Operator should be those that one could reasonably expect a Operator to take if the Operator were actively and aggressively trying to obtain ACDBE participation sufficient to meet the ACDBE concession goal. Mere pro forma efforts are not good faith efforts to meet the ACDBE contract requirements. (49 CFR §26.53 and Appendix A to 49CFR Part 26 provides guidance regarding GFE). Also refer to the Provisions governing GFE attached to this document.
5. In the event that the Airport determines that the Operator has failed to meet the GFE requirements, Operator is entitled to appeal this determination by submitting **ASIA ACDBE-4**. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the Airport of the failure to meet the GFE requirement. The request should be sent to:

¹ The term "ACDBE" means small business concerns known as an Airport Concession Disadvantaged Business Enterprise (ACDBE) owned at least 51% by socially and economically disadvantaged individuals, and certified by the Wisconsin Unified Certification Program under 49 CFR Parts 23 and 26.

Airport Director
Austin Straubel International Airport
2077 Airport Drive, Ste. 18
Green Bay, WI 54313

6. The Operator shall on a quarterly basis, submit accurate reports on ACDBE utilization to the Airport by submitting form **ASIA ACDBE-5**. For management contracts this form must be submitted with each payment request by the prime Operator. The reports must be submitted even if no ACDBE activity took place during the period being reported. Failure to submit such reports will be considered a material breach of the contract terms.

7. For management contracts the prime Operator is required to submit **ASIA ACDBE-6** to ensure final payment to ACDBEs. For non management concession contracts submit this form with the quarterly reporting form **ASIA ACDBE-5**.

8. **ACDBE Participation Goal:** Each prime Operator shall utilize ACDBE firms to a minimum of (1%). Operators should note that for the purpose of proposal evaluation, participating ACDBEs must be certified upon submission of their proposal. Bidders must submit a detailed and specific **ACDBE Utilization Plan ASIA ACDBE-2** with their proposal including, but not limited to, the following information:

- a. Name(s) of ACDBE(s) firm(s) being considered for utilization.
- b. Method of achieving ACDBE participation (direct contract, partnership, joint venture)
- c. Detailed description on how the ACDBEs will operate under this agreement.
- d. Percentage of the concession agreement assigned to the ACDBE(s).

9. For a list of certified ACDBEs, or if you need additional assistance in the identification of ACDBEs, contact the Airport Administrative Office at (920)498-4800.

10. The Airport Director through the application of 49 CFR §26.55 (c) will be responsible for the determination and evaluation of whether or not an ACDBE firm is performing a commercially useful function on this concession agreement. For ACDBE counting and crediting purposes, only the participation of firms performing a commercially useful function will be considered. Prime Operator is required to notify the Airport if the ACDBE firm will further subcontract out any portion of the concession. Credit will be given based on actual participation by the ACDBE firm(s).

11. The Airport reserves the right to waive any of these specifications when it is in the best interest of the Airport.

PROVISIONS GOVERNING GOOD-FAITH EFFORTS

1. ACDBE Participation Plan (OCRA ACDBE- 2) and Good-Faith Efforts Certificate (OCRA ACDBE-3)

In the event you are the apparent successful bidder, you will be so informed in writing. As indicated in the Request for Proposal (RFP) documents, you must supply an ACDBE Participation Plan which is included with the bid documents when you submit your proposal. This form is to establish that you have received from the listed ACDBE contractors signed commitments sufficient to satisfy the ACDBE goal for this concession. If you indicate in this document that you have not met the ACDBE goal, your proposal may be rejected as non-responsive. If you wish to ask for a waiver of the goal, you must submit the form entitled, Certificate of Good-Faith Efforts, (OCRA ACDBE -3) at the time you submit the Participation Plan.

2. Good-Faith Effort Procedure

The Good Faith Efforts Certificate Form **OCRA ACDBE-3** constitutes your written request for a waiver from the goal, and is used by the contracting officer to determine whether you made a good-faith attempt to secure the services of ACDBEs. The contracting officer will review the completed form, and any attachments, and may contact companies listed as having been asked to submit bids and may take other steps to verify the information provided in **OCRA ACDBE-3**. The contracting officer will give you a written response to your waiver request in writing, within three (3) working days of the date the form was submitted. If the waiver is denied, you have three (3) working days from the date you receive the denial in which to submit to the contracting officer a written request by submitting **OCRA ACDBE-4** for an administrative hearing to challenge the denial. You will be notified promptly of the time and place of the hearing. The hearing will occur within three (3) working days of the receipt of your request for such appeal. At the administrative hearing you may submit any information you have in support of your waiver application and may have legal Counsel to represent you. The hearing officer will be a person who was not involved in evaluating your original proposal. The hearing officer has discretion whether to consider any evidence, which was not previously submitted with, the form for review by the contracting officer.

3. Guidelines For Engaging In Good-Faith Efforts

Appendix A of 49 CFR 26 sets forth the kind of activities that the Airport would reasonably expect of a Operator who was actively and aggressively seeking to engage ACDBEs. Both, the contracting officer and the administrative hearing officer(s) will be guided in their decisions by Appendix A and the contents of the bidder's Certificate of Good Faith Efforts. At the administrative hearing the contracting officer will present the rationale for denying the waiver, and you will have an opportunity to present your case and rebut any statements or evidence. The burden of proof is on the Operator to convince the hearing officer that the evidence warrants a good-faith waiver. The hearing officer will promptly issue a written decision setting forth the basis for his or her decision. This decision is final.

4. Consequences of Your Failure To Practice Good-faith Efforts.

If the hearing officer(s) determine(s) that your ACDBE participation effort lacked good-faith efforts, the contracting department may reject your proposal. If you have any questions about the good-faith effort process, please contact the Airport Administrative Office at (920)498-4800.

Guidance Concerning Good-Faith Efforts (Based upon 49 CFR Part 26 Appendix A)

I. When, the Airport establishes a contract goal on a USDOT-assisted concession a Operator must, in order to be responsible and/or responsive, make good-faith efforts to meet the goal. The Operator can meet this requirement in either of two ways. First, the Operator can meet the goal, documenting commitments for participation by ACDBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Operator can document adequate good-faith efforts. This means that the Operator must show that it took all necessary and reasonable steps to achieve an ACDBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient ACDBE participation, even if they were not fully successful.

II. In any situation in which the Airport has established a contract goal, Part 26 requires the Airport to use the good faith effort mechanism of this part. It is up to the Airport to make a fair-and reasonable judgment whether a Operator that did not meet the goal made adequate good-faith efforts. It is important for the Airport to consider the quality, quantity, and intensity of the different kinds of efforts that the Operator has made. The efforts employed by the Operator should be those that one could reasonably expect a Operator to take if the Operator were actively and aggressively trying to obtain ACDBE participation sufficient to meet the ACDBE contract goal. Mere pro forma efforts are not good-faith efforts to meet the ACDBE contract requirements. The Airport's determination concerning the sufficiency of the firm's good-faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The USDOT also strongly cautions the Airport against requiring that a Operator meet a contract goal (i.e., obtain a specified amount of ACDBE participation) in order to be awarded a contract, even though the Operator makes an adequate good-faith efforts showing. This rule specifically prohibits the Airport from ignoring bona fide good-faith efforts.

IV. The following is a list of types of actions, which the Airport is required to consider as part of the Operator's good-faith efforts to obtain ACDBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified ACDBEs who have the capability to perform the work of the contract. The Operator must solicit this interest within sufficient time to allow the ACDBEs to respond to the solicitation. The Operator must determine with certainty if the ACDBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by ACDBEs in order to increase the likelihood that the ACDBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate ACDBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested ACDBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. Negotiating in good faith with interested ACDBEs.

(1) It is the Operator's responsibility to make a portion of the work available to ACDBE sub Operators and to select those portions of the work consistent with the available ACDBE sub Operator or suppliers, so as to facilitate ACDBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of ACDBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for ACDBEs to perform the work.

(2) A Operator using good business judgment would consider a number of factors in negotiating with ACDBE sub Operators and suppliers and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using ACDBEs is not in itself sufficient reason for a contractor's failure to meet the contract ACDBE goal, as long as reasonable. Also, the ability or desire of a contractor to do the work of a contract with its own organization does not relieve it of the responsibility to make good-faith efforts. Prime consultants/service providers contractors are not, however, required to accept higher quotes from ACDBEs if the price difference is excessive or unreasonable.

E. Not rejecting ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Operator's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Operator's efforts to meet the project goal.

F. Making efforts to assist interested ACDBEs in obtaining lines of credit or insurance as required by the Airport or Operator.

G. Making efforts to assist interested ACDBEs in obtaining necessary resources or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of ACDBEs.

V. In determining whether a Operator has made good-faith efforts, the Airport may take into account the performance of other Operators in meeting the contract. For example, when the apparent successful Operator fails to meet the contract goal, but others meet it, the Airport reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Operator could have met the goal. If the apparent successful Operator fails to meet the goal, but meets or exceeds the average ACDBE participation obtained by other bidders, the Airport may view this, in conjunction with other factors, as evidence of the apparent successful Operator having made good faith efforts.

Attachment E
AUSTIN STRAUBEL INTERNATIONAL AIRPORT
ACDBE UTILIZATION PLAN

Please provide the information requested below indicating your plan for meeting the Airport's ACDBE participation goal. (Use additional sheets if necessary.)

ACDBE INFORMATION		ESTIMATED % OF ACDBE PARTICIPATIO N	ACDBE CERTIFIED (Y/N) If not describe status
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation Attach detailed description of ACDBE involvement)			
TOTAL ACDBE PARTICIPATION		%	

In addition, please provide a detailed description of your plan to achieve the ACDBE participation goal, including the following:

- Scope of involvement by ACDBE enterprises (Must be completed)

Attachment E

CERTIFICATE OF GOOD-FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the apparent successful concessionaire in soliciting and utilizing ACDBE firms to meet ACDBE participation requirements. This certificate will assist the Airport in determining whether the apparent successful concessionaire has implemented comprehensive good faith efforts. Failure to implement "good faith" efforts to the satisfaction of the Airport could result in the rejection of the proposal.

I, _____, do hereby acknowledge that I am the authorized representative of _____, and am submitting this good faith certificate to document efforts undertaken by our firm to meet the assigned ACDBE goal.

RFP No.	RFP Title	Total Contract Amount	ACDBE Percentage	
			Goal	Pledged

I. Provide a brief summary on why you believe your firm is unable to meet the ACDBE participation goals on this project (Attach additional pages if necessary.)

II. I hereby certify that I have utilized comprehensive "good faith" efforts to solicit and utilize ACDBE firms to meet the ACDBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

A. Identifying Work Items for ACDBE Participation:

Concessionaires are encouraged to select portions of work to be performed by ACDBEs in a manner which will increase the likelihood of meeting ACDBE goals. In selecting work to be performed, concessionaire will consider, where appropriate, direct opportunities for participation by ACDBEs. Concessionaire can also meet the goal by purchasing goods and supplies from suppliers of goods and certified as ACDBE firms.

1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected for direct participation by ACDBEs.
2. What efforts were undertaken to purchase goods and services from certified ACDBE firms? Were any efforts made to break down the purchasing contract into economically feasible units to facilitate ACDBE participation?

B. Notifying ACDBE Firms of Contracting Opportunities

- [illegible]

- [illegible]

3. Identify ACDBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letter sent as proof of notification).

ACDBE Associations/Organizations Contacted	Date of Notification	Contact Person	Date of Follow-up Telephone Call

4. Was the Airport contacted to assist in the recruitment of ACDBE firms?

Yes _____ No _____

Contact was made by: telephone _____ written correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing Assistance to ACDBEs Firms

1. Explain any efforts undertaken to provide ACDBE firms with adequate information about the concession opportunities and contractual requirements:

5. Describe any efforts undertaken to assist interested ACDBE firms in obtaining lines of credit or insurance required by the Airport or Concessionaire:

6. Describe any other efforts initiated to provide special assistance to ACDBE firms interested in participating on the concession contract:

D. Soliciting Proposals From Interested ACDBE Firms

Concessionaires must solicit proposals in good faith with interested ACDBE firms. Proposals from interested ACDBE firms must not be rejected by concessionaires without sound justification.

1. Indicate in the table below which ACDBE firms submitted proposals. Also, provide a brief explanation of why any of these ACDBE proposals were rejected. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of ACDBE firms	Opportunity Offered and Reason for Rejection

E. Other evidence and documentation you want the Airport to consider:

NOTE: The information requested as set forth above is the minimum information required by the Airport. Concessionaire maybe asked to submit information on certain other actions taken to secure ACDBE participation in an effort to meet the goals.

AFFIDAVIT

STATE OF WISCONSIN)

) ss

COUNTY OF _____)

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____
Concessionaire/Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20____

Signed: _____
Notary Public

My commission expires _____, 20 ____.

ATTACHMENT E

SUBMIT QUARTERLY OR WITH ALL
PAYMENT APPLICATIONS FOR MANAGEMENT CONTRACTS

AUSTIN STRAUBEL INTERNATIONAL AIRPORT AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE "ACDBE" UTILIZATION REPORT*

NAME OF CONCESSIONAIRE _____ TELEPHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

PROJECT TITLE _____ PROJECT # _____

TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT YTD _____

CONTRACT % COMPLETE _____ TOTAL ACDBE \$ AMT _____

TOTAL ACDBE PAYMENT YTD \$ _____ ACDBE % COMPLETE _____ **

AIRPORT PROJECT CONTACT PERSON _____ TEL NO. _____

REPORT FOR THE PERIOD FROM: _____ TO: _____ 20____ FINAL REPORT: () Yes
() No

List Airport Concession Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub consultants or suppliers in the last period.

NAME OF ACDBE FIRM	\$ AMOUNT PAID	WORK/SERVICE PERFORMED	AMT. OF PAYMENTS THIS PERIOD	AMT. OF PAYMENTS TO DATE	REMAINING BALANCE

Report Prepared by: _____

Approved by : _____
(Name & Title)

*Directions for completion of report – see reverse

**If the % ACDBE completion is less than the % contract completion, please attach an explanation as to why the ACDBE requirements are not being met at this time.

DIRECTIONS FOR COMPLETING THE "ACDBE" UTILIZATION REPORT
This report must be submitted quarterly or with each payment application for management contracts.

1. Prime concessionaire's registered company name.
2. Prime concessionaire's business telephone number.
3. Prime concessionaire's business address.
4. City in which prime concessionaire firm is located.
5. State in which prime concessionaire is located.
6. Zip code for prime concessionaire's place of business.
7. Name of Airport Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of revenue expected by the prime concessionaire by the Airport.
10. Total dollar amount of payments to all ACDBE suppliers and service providers to date.
11. Airport Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above Airport representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all ACDBE participants.
15. The name(s) of ACDBE firm(s) which received payment in the preceding month or period.
16. Total dollar amount of the work performed by the listed firm(s).
17. The work or service performed by the listed ACDBE firm(s).
18. The dollar amount of payments made to each ACDBE participant for the period being reported.
19. The total dollar amount paid to each ACDBE participant to date (cumulative). As an example—if the report covers the first payment to an ACDBE, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each ACDBE participant to date.
20. Remaining balance of the amount owed to the listed ACDBE firm(s).
21. Prime concessionaire's staff that actually prepared the report.
22. Prime concessionaire's officer or personnel authorized to review and approve the ACDBE Utilization Report.
23. Please mail this form to: Airport Director
Austin Straubel International Airport
2077 Airport Drive, Ste. 18
Green Bay, WI 54313

THIS REPORT MUST BE SUBMITTED QUARTERLY. IN THE CASE OF MANAGEMENT CONTRACTS THIS REPORT MUST BE SUBMITTED WITH EACH PAYMENT APPLICATION EVEN IF NO ACDBE ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY ACDBE, CALL THE AIRPORT
OFFICE AT (920)498-4800

ATTACHMENT E

AUSTIN STRAUBEL INTERNATIONAL AIRPORT

ACDBE PAYMENT CERTIFICATION FOR CONCESSION CONTRACTS

This form must be attached to the ACDBE ASIA-5 Quarterly Report by PRIME CONCESSIONAIRE

Contract/Project Title _____

ACDBE Firm: _____

Project No. _____ Project Name: _____

*SECTION (A) ACDBE FIRM COMPLETES IF FINAL PAYMENT **HAS** BEEN RECEIVED

I hereby certify that our firm received \$_____ payment for goods or services provided on the above referenced Austin Straubel International Airport project or contract.

Date_____, 20____

*SECTION (B) BOTH PRIME CONCESSIONAIRE AND ACDBE FIRM MUST COMPLETE IF FULL PAYMENT **HAS NOT** BEEN MADE TO ACDBE FIRM AND A BALANCE REMAINS TO BE PAID.

I hereby certify that our firm has paid to date a total of \$_____ and will pay the balance of \$_____ to _____ upon receipt of payment from The Airport for goods or services provided on the above referenced project.

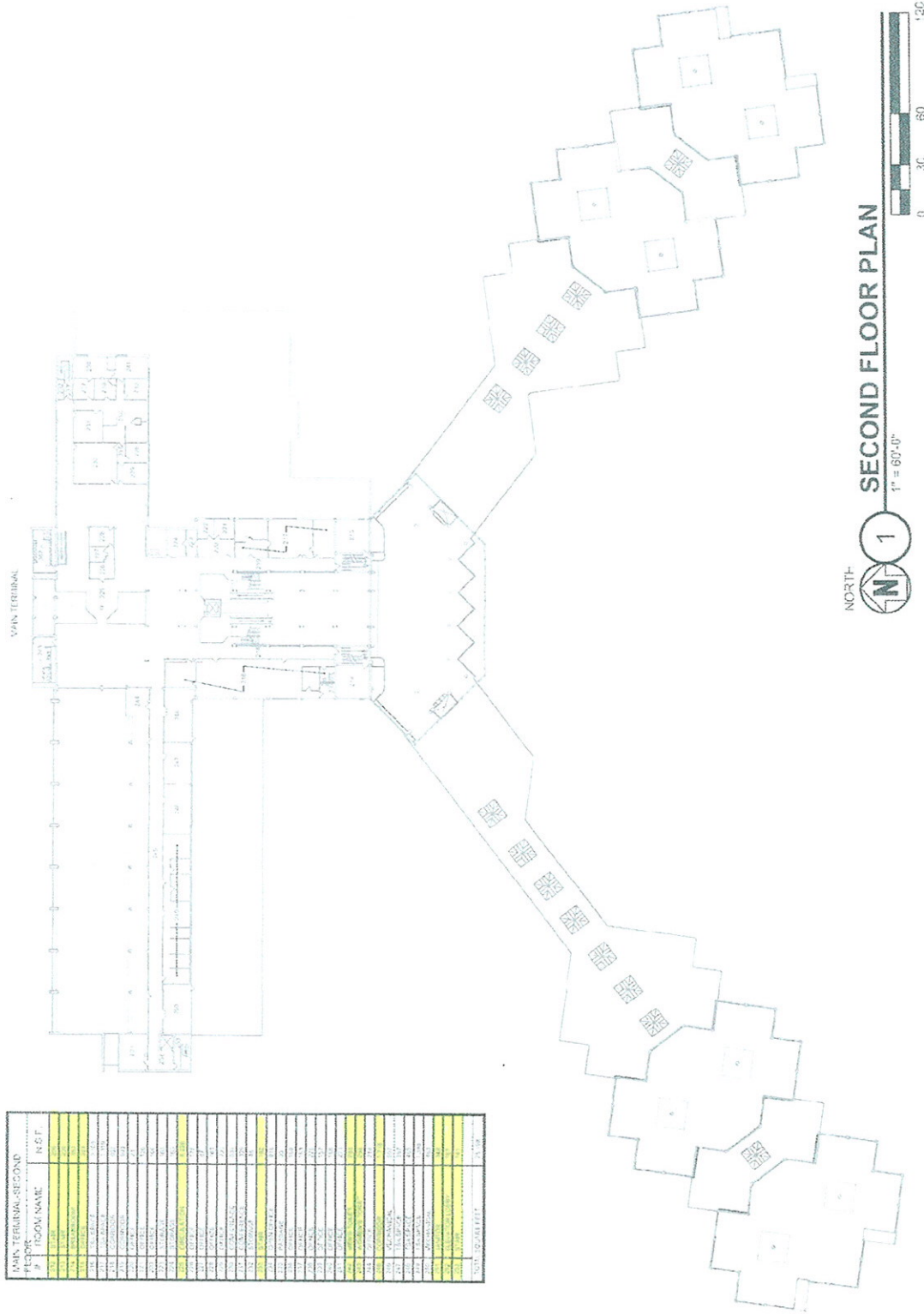
Date_____, 20____

(Prime Concessionaire's Signature)

(Print Name & Title)

ACDBE Sub Concessionaire's Signature)

(Print Name & Title)



ROOM #	ROOM NAME	NET
101	101	101
102	102	102
103	103	103
104	104	104
105	105	105
106	106	106
107	107	107
108	108	108
109	109	109
110	110	110
111	111	111
112	112	112
113	113	113
114	114	114
115	115	115
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192	192	192
193	193	193
194	194	194
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196	196	196
197	197	197
198	198	198
199	199	199
200	200	200

MAIN TERMINAL



ROOM #	ROOM NAME	R.S.F.
1	RECEPTION	120
2	LOBBY	120
3	LOBBY	120
4	LOBBY	120
5	LOBBY	120
6	LOBBY	120
7	LOBBY	120
8	LOBBY	120
9	LOBBY	120
10	LOBBY	120
11	LOBBY	120
12	LOBBY	120
13	LOBBY	120
14	LOBBY	120
15	LOBBY	120
16	LOBBY	120
17	LOBBY	120
18	LOBBY	120
19	LOBBY	120
20	LOBBY	120
21	LOBBY	120
22	LOBBY	120
23	LOBBY	120
24	LOBBY	120
25	LOBBY	120
26	LOBBY	120
27	LOBBY	120
28	LOBBY	120
29	LOBBY	120
30	LOBBY	120
31	LOBBY	120
32	LOBBY	120
33	LOBBY	120
34	LOBBY	120
35	LOBBY	120
36	LOBBY	120

Austin Straubel International Airport
Green Bay
ROOM SQUARE FOOTAGE
2077 AIRPORT DRIVE, GREEN BAY, WI

NORTH



BASEMENT PLAN

1" = 40'-0"



A-01

PROJECT
MKT SQUARE
FOOTAGE PLAN

APRNO - COURSEURSE B	#	ROOM	NAME	N.S.
1	100	100	WILLIAM, JACOB	10
2	101	100	WILLIAM, JACOB	10
3	102	100	WILLIAM, JACOB	10
4	103	100	WILLIAM, JACOB	10
5	104	100	WILLIAM, JACOB	10
6	105	100	WILLIAM, JACOB	10
7	106	100	WILLIAM, JACOB	10
8	107	100	WILLIAM, JACOB	10
9	108	100	WILLIAM, JACOB	10
10	109	100	WILLIAM, JACOB	10
11	110	100	WILLIAM, JACOB	10
12	111	100	WILLIAM, JACOB	10
13	112	100	WILLIAM, JACOB	10
14	113	100	WILLIAM, JACOB	10
15	114	100	WILLIAM, JACOB	10
16	115	100	WILLIAM, JACOB	10
17	116	100	WILLIAM, JACOB	10
18	117	100	WILLIAM, JACOB	10
19	118	100	WILLIAM, JACOB	10
20	119	100	WILLIAM, JACOB	10
21	120	100	WILLIAM, JACOB	10
22	121	100	WILLIAM, JACOB	10
23	122	100	WILLIAM, JACOB	10
24	123	100	WILLIAM, JACOB	10
25	124	100	WILLIAM, JACOB	10
26	125	100	WILLIAM, JACOB	10
27	126	100	WILLIAM, JACOB	10
28	127	100	WILLIAM, JACOB	10
29	128	100	WILLIAM, JACOB	10
30	129	100	WILLIAM, JACOB	10
31	130	100	WILLIAM, JACOB	10
32	131	100	WILLIAM, JACOB	10
33	132	100	WILLIAM, JACOB	10
34	133	100	WILLIAM, JACOB	10
35	134	100	WILLIAM, JACOB	10
36	135	100	WILLIAM, JACOB	10
37	136	100	WILLIAM, JACOB	10
38	137	100	WILLIAM, JACOB	10
39	138	100	WILLIAM, JACOB	10
40	139	100	WILLIAM, JACOB	10
41	140	100	WILLIAM, JACOB	10
42	141	100	WILLIAM, JACOB	10
43	142	100	WILLIAM, JACOB	10
44	143	100	WILLIAM, JACOB	10
45	144	100	WILLIAM, JACOB	10
46	145	100	WILLIAM, JACOB	10
47	146	100	WILLIAM, JACOB	10
48	147	100	WILLIAM, JACOB	10
49	148	100	WILLIAM, JACOB	10
50	149	100	WILLIAM, JACOB	10
51	150	100	WILLIAM, JACOB	10
52	151	100	WILLIAM, JACOB	10
53	152	100	WILLIAM, JACOB	10
54	153	100	WILLIAM, JACOB	10
55	154	100	WILLIAM, JACOB	10
56	155	100	WILLIAM, JACOB	10
57	156	100	WILLIAM, JACOB	10
58	157	100	WILLIAM, JACOB	10
59	158	100	WILLIAM, JACOB	10
60	159	100	WILLIAM, JACOB	10
61	160	100	WILLIAM, JACOB	10
62	161	100	WILLIAM, JACOB	10
63	162	100	WILLIAM, JACOB	10
64	163	100	WILLIAM, JACOB	10
65	164	100	WILLIAM, JACOB	10
66	165	100	WILLIAM, JACOB	10
67	166	100	WILLIAM, JACOB	10
68	167	100	WILLIAM, JACOB	10
69	168	100	WILLIAM, JACOB	10
70	169	100	WILLIAM, JACOB	10
71	170	100	WILLIAM, JACOB	10
72	171	100	WILLIAM, JACOB	10
73	172	100	WILLIAM, JACOB	10
74	173	100	WILLIAM, JACOB	10
75	174	100	WILLIAM, JACOB	10
76	175	100	WILLIAM, JACOB	10
77	176	100	WILLIAM, JACOB	10
78	177	100	WILLIAM, JACOB	10
79	178	100	WILLIAM, JACOB	10
80	179	100	WILLIAM, JACOB	10
81	180	100	WILLIAM, JACOB	10
82	181	100	WILLIAM, JACOB	10
83	182	100	WILLIAM, JACOB	10
84	183	100	WILLIAM, JACOB	10
85	18			



AFRICA CONGRUENCE A			
#	ROOT NAME	N.S.F.	
1	afro	100	
2	afro	100	
3	afro	100	
4	afro	100	
5	afro	100	
6	afro	100	
7	afro	100	
8	afro	100	
9	afro	100	
10	afro	100	
11	afro	100	
12	afro	100	
13	afro	100	
14	afro	100	
15	afro	100	
16	afro	100	
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36	afro	100	
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90	afro	100	
91	afro	100	
92	afro	100	
93	afro	100	
94	afro	100	
95	afro	100	
96	afro	100	
97	afro	100	
98	afro	100	
99	afro	100	
100	afro	100	

MAN FURNIVAL			
R	ROOM NAME	N.S.F.	
1	101	101	101
2	102	102	102
3	103	103	103
4	104	104	104
5	105	105	105
6	106	106	106
7	107	107	107
8	108	108	108
9	109	109	109
10	110	110	110
11	111	111	111
12	112	112	112
13	113	113	113
14	114	114	114
15	115	115	115
16	116	116	116
17	117	117	117
18	118	118	118
19	119	119	119
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24	124	124	124
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27	127	127	127
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29	129	129	129
30	130	130	130
31	131	131	131
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33	133	133	133
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37	137	137	137
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39	139	139	139
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42	142	142	142
43	143	143	143
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45	145	145	145
46	146	146	146
47	147	147	147
48	148	148	148
49	149	149	149
50	150	150	150
51	151	151	151
52	152	152	152
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70	170	170	170
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75	175	175	175
76	176	176	176
77	177	177	177
78	178	178	178
79	179	179	179
80	180	180	180
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82	182	182	182
83	183	183	183
84	184	184	184
85	185	185	185
86	186	186	186
87	187	187	187
88	188	188	188
89	189	189	189
90	190	190	190
91	191	191	191
92	192	192	192
93	193	193	193
94	194	194	194
95	195	195	195
96	196	196	196
97	197	197	197
98	198	198	198
99	199	199	199
100	200	200	200

NORTH



FIRST FLOOR / APRON PLAN

 $1^{\circ} = 0.01^{\circ}$ 

A-02

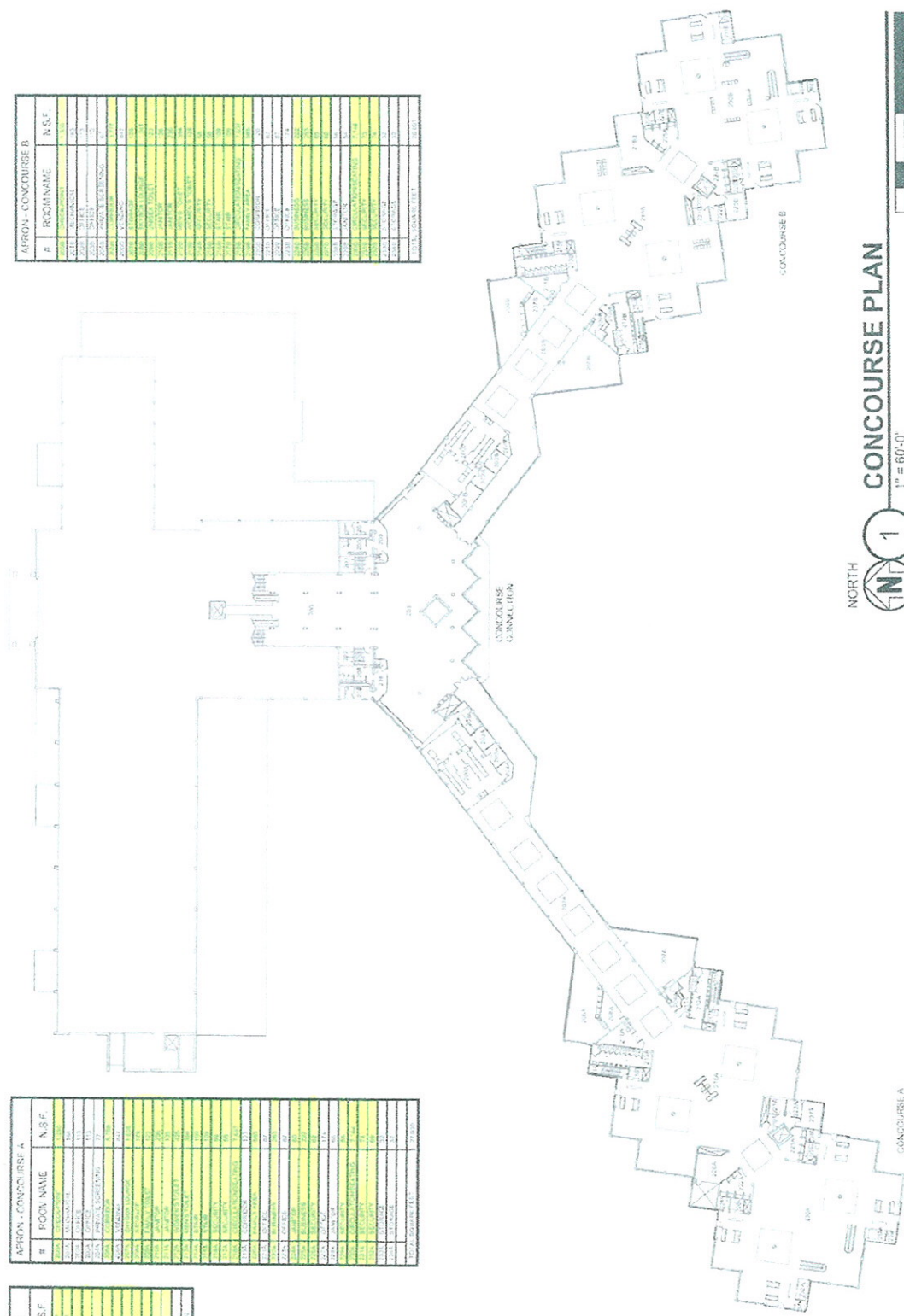
FIRST FLOOR
MULTI-USE
CONVERTED AN

FIRST FLOOR
MULTI-USE
CONVERTED AN

#	ROOM NAME	N.S.F.
1	RECEPTION	2,000
2	OFFICE	1,000
3	CONFERENCE	1,000
4	RESTROOM	1,000
5	LOBBY	1,000
6	STORAGE	1,000
7	MEETING	1,000
8	TRAINING	1,000
9	WORKSHOP	1,000
10	LABORATORY	1,000
11	LIBRARY	1,000
12	CLUBHOUSE	1,000
13	GYMNASIUM	1,000
14	POOL	1,000
15	SAUNA	1,000
16	SPRINKLER	1,000
17	STAIRWELL	1,000
18	ELEVATOR	1,000
19	MECHANICAL	1,000
20	ROOF	1,000
21	LANDSCAPE	1,000
22	PAVILION	1,000
23	GRAND TOTAL	1,000

ASBORN, CONDO UNIT #	#	BOUY NAME	N.B.F
101	101	ASBORN, CONDO UNIT #101	101
102	102	ASBORN, CONDO UNIT #102	102
103	103	ASBORN, CONDO UNIT #103	103
104	104	ASBORN, CONDO UNIT #104	104
105	105	ASBORN, CONDO UNIT #105	105
106	106	ASBORN, CONDO UNIT #106	106
107	107	ASBORN, CONDO UNIT #107	107
108	108	ASBORN, CONDO UNIT #108	108
109	109	ASBORN, CONDO UNIT #109	109
110	110	ASBORN, CONDO UNIT #110	110
111	111	ASBORN, CONDO UNIT #111	111
112	112	ASBORN, CONDO UNIT #112	112
113	113	ASBORN, CONDO UNIT #113	113
114	114	ASBORN, CONDO UNIT #114	114
115	115	ASBORN, CONDO UNIT #115	115
116	116	ASBORN, CONDO UNIT #116	116
117	117	ASBORN, CONDO UNIT #117	117
118	118	ASBORN, CONDO UNIT #118	118
119	119	ASBORN, CONDO UNIT #119	119
120	120	ASBORN, CONDO UNIT #120	120
121	121	ASBORN, CONDO UNIT #121	121
122	122	ASBORN, CONDO UNIT #122	122
123	123	ASBORN, CONDO UNIT #123	123
124	124	ASBORN, CONDO UNIT #124	124
125	125	ASBORN, CONDO UNIT #125	125
126	126	ASBORN, CONDO UNIT #126	126
127	127	ASBORN, CONDO UNIT #127	127
128	128	ASBORN, CONDO UNIT #128	128
129	129	ASBORN, CONDO UNIT #129	129
130	130	ASBORN, CONDO UNIT #130	130
131	131	ASBORN, CONDO UNIT #131	131
132	132	ASBORN, CONDO UNIT #132	132
133	133	ASBORN, CONDO UNIT #133	133
134	134	ASBORN, CONDO UNIT #134	134
135	135	ASBORN, CONDO UNIT #135	135
136	136	ASBORN, CONDO UNIT #136	136
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139	139	ASBORN, CONDO UNIT #139	139
140	140	ASBORN, CONDO UNIT #140	140
141	141	ASBORN, CONDO UNIT #141	141
142	142	ASBORN, CONDO UNIT #142	142
143	143	ASBORN, CONDO UNIT #143	143
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149	149	ASBORN, CONDO UNIT #149	149
150	150	ASBORN, CONDO UNIT #150	150
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152	152	ASBORN, CONDO UNIT #152	152
153	153	ASBORN, CONDO UNIT #153	153
154	154	ASBORN, CONDO UNIT #154	154
155	155	ASBORN, CONDO UNIT #155	155
156	156	ASBORN, CONDO UNIT #156	156
157	157	ASBORN, CONDO UNIT #157	157
158	158	ASBORN, CONDO UNIT #158	158
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160	160	ASBORN, CONDO UNIT #160	160
161	161	ASBORN, CONDO UNIT #161	161
162	162	ASBORN, CONDO UNIT #162	162
163	163	ASBORN, CONDO UNIT #163	163
164	164	ASBORN, CONDO UNIT #164	164
165	165	ASBORN, CONDO UNIT #165	165
166	166	ASBORN, CONDO UNIT #166	166
167	167	ASBORN, CONDO UNIT #167	167
168	168	ASBORN, CONDO UNIT #168	168
169	169	ASBORN, CONDO UNIT #169	169
170	170	ASBORN, CONDO UNIT #170	170
171	171	ASBORN, CONDO UNIT #171	171
172	172	ASBORN, CONDO UNIT #172	172
173	173	ASBORN, CONDO UNIT #173	173
174	174	ASBORN, CONDO UNIT #174	174
175	175	ASBORN, CONDO UNIT #175	175
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177	177	ASBORN, CONDO UNIT #177	177
178	178	ASBORN, CONDO UNIT #178	178
179	179	ASBORN, CONDO UNIT #179	179
180	180	ASBORN, CONDO UNIT #180	180
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182	182	ASBORN, CONDO UNIT #182	182
183	183	ASBORN, CONDO UNIT #183	183
184	184	ASBORN, CONDO UNIT #184	184
185	185	ASBORN, CONDO UNIT #185	185
186	186	ASBORN, CONDO UNIT #186	186
187	187	ASBORN, CONDO UNIT #187	187
188	188	ASBORN, CONDO UNIT #188	18

AFRON - CONOURSE B		
#	BOAT NAME	N.S.F.
1	ALICE	0.0
2	ALICE	0.0
3	ALICE	0.0
4	ALICE	0.0
5	ALICE	0.0
6	ALICE	0.0
7	ALICE	0.0
8	ALICE	0.0
9	ALICE	0.0
10	ALICE	0.0
11	ALICE	0.0
12	ALICE	0.0
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14	ALICE	0.0
15	ALICE	0.0
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38	ALICE	0.0
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92	ALICE	0.0
93	ALICE	0.0
94	ALICE	0.0
95	ALICE	0.0
96	ALICE	0.0
97	ALICE	0.0
98	ALICE	0.0
99	ALICE	0.0
100	ALICE	0.0



CONCOURSE PLAN

 $1'' = 60' \cdot 0''$ 

A-03

COURT COURSE
NEXT STOP LAR
COURTAGE PLAN

ATTACHMENT G

AUSTIN STRAUBEL INTERNATIONAL AIRPORT CLEANING SPECIFICATIONS

The work to be performed under this contract includes, but is not limited to the following ROUTINE SERVICES. Frequency of cleaning is the minimum amount required.

Frequency of cleaning:

MAIN FLOOR:

Empty and damp wipe trash receptacles.	twice daily am / pm
Sweep / vacuum & wet mop entrance vestibules	once daily
Wet mop & clean handrails 4 stair cases: 1 by main entrance to 2 nd floor; 1 by admin entrance to 2nd floor; 2 located by elevator to 2nd floor	once daily
Clean all formica counters	once daily
Machine scrub tile floors	twice weekly summer multiple times or as needed during winter months
Dust mop all tile floors	once daily
Wet mop spills; pick up debris as needed	once daily
Sanitize water fountain and clean drain holes	once daily
Spot clean interior (lower) windows including exterior of gift shops & restaurant; interior of all entrance/exit vestibules, including both sides of automatic doors; dust window sills and heater bases	3 times weekly
Sweep / vacuum entrance exit vestibules	5 times weekly M-F
Clean vinyl wall coverings, remove scuffs and dust wall's	monthly
Clean elevator doors and frames, control panel and interior walls	twice weekly
Spot clean elevator exterior mirrored surface on main level	5 times weekly M-F
Clean escalator rail and plexiglass sides	twice weekly
Dust or damp clean all seating as needed	once weekly
Dust and damp clean courtesy phones	3 times weekly
Dust vending machines, wall signs and standing signs	2 times weekly
Vacuum carpet on baggage carousel's and clean stainless	once weekly
Remove chewing gum from floor, furniture, walls, etc.; pick up trash from floors	ongoing basis as needed
Damp wipe (all) stainless with damp micro-fiber cloth	once weekly

Frequency of cleaning:

Spot clean fingerprints from stainless	once daily
Clean all doors including door hardware, push plates, kick plates and handles	once weekly
Clean and sweep loading dock area and steps, including steps to second floor	once daily
Sweep basement hallway	once weekly
Vacuum / Clean all visible HVAC air vents	semi-annual spring and fall
Vacuum / Clean Alean, 2 nd floor window sill and flags	semi-annual spring and fall
Scrub / squeegee interior and exterior windows	semi-annual spring and fall
Clean elevator upper levels exterior mirrored surface	semi-annual spring and fall

EXTERIOR:

Sweep front and side terminal exterior sidewalks when sidewalks not wet or covered with snow	daily M-F
Empty and clean exterior ash urns	once weekly
Check and empty as required exterior trash receptacles	Daily
Salt sidewalks when needed or directed during inclement cold weather	As needed

CONCOURSE A & B AND GRAND LOBBY:

Empty and damp wipe trash receptacles	twice daily am / pm
Vacuum and clean wall, seating and toys in children's play area	3 times weekly
Vacuum and clean formica counters and walls in business centers	once daily
Sweep and/or wet mop 8 stair cases located by gates 1A, 2A, 1B, 2B and the 2 stair cases at the end of each concourse	twice weekly summer; multiple times daily as needed during winter months dependent upon weather and use
Machine scrub tile floors	3 times weekly
Wet mop spills; pick up debris as needed	ongoing basis
Dust mop all tile floors	once daily
Sanitize water fountains, bottle fillers and clean drain holes	once daily
Spot clean interior (lower) windows; dust sills and heater bases	3 times weekly
Clean elevator doors and frame, also hand rail in elevator	twice weekly
Dust or damp clean all seating as needed	once weekly
Dust vending area including machines, wall signs and standing signs including courtesy phones and top of cabinets	twice weekly
Remove chewing gum from floor, furniture, wall, etc.	ongoing basis
Damp wipe (all) stainless with damp micro-fiber cloth	once weekly

Frequency of cleaning:

Remove fingerprints from stainless	once daily
Dust wall tiles and check painted walls	monthly
Clean associated elevators interiors and stainless doors	twice weekly
Clean all formica counters and front of airline podiums	5 times weekly
Sweep daily and damp mop as needed (2) stair cases from ground level to 3 rd floor including hand rails (by grand lobby)	
Vacuum / clean all visible HVAC air vents	once daily/as needed
Clean alean grand lobby area	semi-annual spring and fall
Serub /squeegee interior and exterior windows	semi-annual spring and fall

CONCOURSE RAMP LEVEL: (No routine cleaning of leased space)

Sweep all non-leased area hallways	once weekly
Clean restrooms, same cleaning instructions as indicated below for public restrooms	5 times weekly

JET BRIDGES: (NOTE: cleaning frequency may change to fewer days dependent upon usage)

Power sweep carpeted bridges	once daily
Wet mop, remove scuffs rubber floor bridges	once daily
Clean windows and control area	once daily
Clean walls and gutter area	once weekly

NOTE: NO WET MOPING JET BRIDGE FLOORS WHEN EXTERNAL TEMPERATURE REACHES 32 DEGREES

JANITORIAL CLOSETS:

Keep all janitorial closets clean, orderly and stocked	ongoing basis
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SECOND FLOOR:

Clean elevator doors and frame	twice weekly
Sanitize water fountains, and clean drain holes	once daily
Power vacuum all carpeting	twice daily
Vacuum elevator carpeting	5 time weekly M-F
Spot clean carpeting to remove spots and stains using professional spot cleaning chemicals, including gum remover	ongoing basis/ as needed
Pick up trash from floor	ongoing basis/ as needed

Frequency of cleaning:	
Clean all door hardware, push plates, handles and kick plates	once weekly
Dust or damp clean all seating as needed	once weekly
Empty and damp wipe trash receptacles	once daily
Vacuum / Clean all visible HVAC air vents	semi-annual
Clean all railing and associated glass	5 times weekly
Clean windows overlooking ticket wing	once daily
Clean north and south looking windows	once weekly
Shampoo all carpeting (airport equipment)	once yearly

ALL PUBLIC RESTROOMS:

Deep clean all restrooms with Kiavac system	monthly
Empty trash receptacles	twice daily am / pm
Wet mop floors using a sanitizing quat product	twice daily am / pm
Sanitize washroom fixtures and counter tops	twice daily am / pm
Vacuum air vent grills including entrance vestibule vent	once weekly
Refill scent dispensers with airports product	when alerting empty
Refill paper dispensers from airports supply and inform airport when supply is getting low	as needed

NO (ROUTINE) CLEANING IN ANY OFFICE-LEASED SPACE

RESTROOM HOURLY SPOT INSPECTION:

Spot inspection will include an hourly sign off sheet. Hourly inspections do not necessary mean that cleaning will be needed, during the hourly inspection attentions should be given to the mirrors for finger prints or water splash's. Counter tops dry and free of debris. Floor condition especially under toilets and around urinals and free of debris. Toilet stalls walls and toilet condition, and a visual check of paper products. Spot check all bathroom walls. Any discrepancy found must be cleaned or corrected at that time.

NOTE: All trash must be removed from the building and taken to the dumpsters on the west end of the terminal. No trash shall be left sitting in the terminal after the trash receptacles have been emptied

ATTACHMENT H

EQUIPMENT LIST

EQUIPMENT	S/N	YEAR	PICTURE #
Advance Terra 28B	080402462	4/08	1
Commodore 111	461739EN	6/99	2
Castex		1/87	3
Advance Retriever A134	392661	7/90	4
Tennant 7100 (HOURS 2472)	7100-10027252	7/01	5
Floor Dryers			6
Kiavac	1750-2301	10/07	7
Advance Adgility XPB Backpac Vac	1003-00091	2/12	8
Advance Terra 28B	113808135	7/09	9
Tennant 7100 (HOURS 1000)	7100-10182264	4/04	10
Admiral Extractor	1000130468	8/04	11
Floor Dryer			12
Utility Carts			13
Advance Terra 28B	113808136	6/10	14
Admiral Extractor	1000130679	8/04	15
Advance Miromatic	1081959	6/05	16
Vacuum Cleaners (5)each			

[illegible]

Attachment I
CUSTOMER REFERENCE WORKSHEET

[illegible]

Attachment I

CUSTOMER REFERENCE WORKSHEET

[illegible]

Attachment J

Proposal Certification

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Proposing Firm Name:	
Address:	
Telephone:	
Facsimile:	
E-Mail:	
Contact person name and title:	

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any Wisconsin State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the County.
4. Proposer did not receive unauthorized information from any County staff member or County Consultant during the Proposal period except as provided for in the Request for Proposal package, formal addenda issued by the County, or the pre-bid conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.

**Attachment K
Proposer Questionnaire**

All information requested in the Questionnaire shall be furnished by the Proposer, and shall be submitted with the Proposal. Statements shall be complete and accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for the rejection of a proposal.

1. Please confirm – by checking the box that follows this paragraph – that Proposer has at least five (5) years professional experience in providing quality janitorial services for facilities comparable in character and size as the Airport facilities which are the subject of this RFP.

2. ☐ Proposer confirms that they meet the requirements stated above.

NOTE: If proposer is a joint venture, then the same joint venture (same companies/organizations that comprise the JV submitting this proposal, must have been in business providing the same professional services together for three years in order to meet this requirement.

If confirmation is not received by checking the appropriate box above, then your proposal shall be rejected.

3. If a corporation, answer the following:

- A. When incorporated? _____
- B. In what state? _____
- C. Authorized to do business in Wisconsin _____
- If so, what date? _____

4. If NOT a corporation, answer the following:

- A. Name of Organization _____
- B. Date of Organization: _____
- C. General, Limited Partnership, Joint Venture or Limited Liability Company: _____
(if applicable)
- D. Registered in Wisconsin? _____ If so, when? _____

5. Have you ever had a bond or surety denied, canceled, or forfeited?

☐ YES ☐ NO If yes, state name of bonding company, date, amount of bond

and
reason for such cancellation or forfeiture in an attached
statement.

6. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is made by a limited liability company, it shall be signed in the limited liabilities company's name by an authorized officer, officers or member.

☐ If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Complete additional signatures below as required above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE.

ATTACHMENT L

COST/PRICING

	Contract Year 1 2013	Contract Year 2 2014	Contract Year 3 2015
January	\$ _____	\$ _____	\$ _____
February	\$ _____	\$ _____	\$ _____
March	\$ _____	\$ _____	\$ _____
April	\$ _____	\$ _____	\$ _____
May	\$ _____	\$ _____	\$ _____
June	\$ _____	\$ _____	\$ _____
July	\$ _____	\$ _____	\$ _____
August	\$ _____	\$ _____	\$ _____
September	\$ _____	\$ _____	\$ _____
October	\$ _____	\$ _____	\$ _____
November	\$ _____	\$ _____	\$ _____
December	\$ _____	\$ _____	\$ _____
Totals:	\$ _____	\$ _____	\$ _____

ADDITIONAL COMPENSATION

Hourly Rates

SUPERVISOR:

2013	\$ _____
2014	\$ _____
2015	\$ _____

CLEANING STAFF:

2013	\$ _____
2014	\$ _____
2015	\$ _____