The Laramie County Library System (LCLS), Cheyenne, WY is requesting proposals for janitorial services at the Laramie County Library, 2200 Pioneer Ave., Cheyenne, WY 82001.

Background
The Laramie County Library located at 2200 Pioneer Avenue, is a 103,000-square-foot, three-story facility that opened September 8, 2007. The library is open seven days a week and sees an average of over 31,500 visitors each month. The facility is well utilized and requires cleaning after each day it’s been open to the public.

Mandatory walk through
A mandatory walk through of the facility for all vendors interested in submitting a proposal will be held on March 25, 2021 at 8:00am. Enter site from 23rd Street and meet by the garage doors.

Services requested
Janitorial services for the public areas, including but not limited to, public restrooms, first floor gallery space, entrance vestibules, shelving areas, study rooms and public stairs and elevators. The following tasks will be required daily:

- Vacuum carpet
- Clean public restrooms including stainless steel, doors, counter tops, sinks, mirrors, floors, urinals, toilets, partitions and walls as necessary
- Refill toilet paper, paper towel and soap dispensers in all public restrooms
- Clean staff restrooms
- Clean walls near elevator entrances and call buttons
- Clean water fountains
- Clean table tops and work surfaces in public spaces including computer work surfaces
- Clean glass in public areas including, doors, windows, display cases
- Empty all trashcans
- Clean walk off carpet in vestibules
- Clean and maintain granite floor in main entrance corridor and public stairs
- Dust stacks, high and low as needed
Maintain contractor’s equipment stored at LCLS neat and orderly in the janitor’s closets on each floor.

Janitorial services shall be performed when the building is closed to the public and before library staff report to work. These services may not be performed during normal hours of operation or during special events scheduled after hours. Normal hours of operation are: Monday-Thursday 8am-9pm, Friday & Saturday 8am-6pm, Sunday noon-5pm. (Contractor will be notified of special events scheduled afterhours at least one week prior to the event.)

How to submit a proposal
Interested vendors must submit original and 3 copies of their response to points 1-9 listed below along with a completed information form, no later than noon on March 31, 2021, to Laura Block Laramie County Library System, 2200 Pioneer Ave. Cheyenne, WY 82001. Contact Laura at 307-773-7223, or lblock@LCLSonline.org with any questions.

1. What hours would work be accomplished?
2. How many workers would be cleaning the facility?
3. What is the company’s employee turnover rate?
4. What is the total cost and how is the cost calculated?
5. What is the cost for additional services if requested, such as exterior window washing, carpet cleaning, wall washing, etc.?
6. Who provides cleaning products and equipment – LCLS or contractor?
7. How will you ensure proper care and cleaning of specialized materials such as granite, bamboo and rubber flooring?
8. Will a supervisor be on site with employees at all times?
9. Who in the company will train new employees?
10. Provide any additional information about your company and services that will assist in the evaluation of your response.

LCLS reserves the right to waive all irregularities, formalities and informalities, reject any or all proposals without prejudice or further obligation and to accept any proposal or combination of proposals deemed desirable is its sole discretion.

A contract, including the following general provisions, will be negotiated with the selected vendor.
GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of LCLS. CONTRACTOR is not eligible for Laramie County Library System employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: LCLS approval of the work provided shall not in any way relieve CONTRACTOR of responsibility for the work. LIBRARY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (XX pages) and RFI response (XX pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidation: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if LCLS is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this
Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to LCLS in executing this Agreement. This provision is not intended nor shall it be construed to waive LCLS’S governmental immunity as provided in this Agreement.

I. **Contingencies:** CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. **Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

L. **Governmental/Sovereign Immunity:** LCLS does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, LCLS fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. **Indemnification:** To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless LCLS, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for LCLS. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide LCLS with proof of such insurance.

N. **Third Parties:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. **Conflict of Interest:** LCLS and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either
partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

P. **Force Majeure:** Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. **Limitation on Payment:** LCLS’S payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by LCLS at the end of the period for which funds are available. LCLS shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if LCLS knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to LCLS in the event this provision is exercised, and LCLS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit LCLS to terminate this Agreement in order to acquire similar services from another party.

R. **Notices:** All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. **Compliance with Laws:** CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

T. **Payments:** Any payments due under the Agreement shall be made in accordance with Wyoming Statute §16-6-602 (as amended).
III. INFORMATION FORM

A. The undersigned agrees to furnish information for janitorial services to LCLS in compliance with this Request for Proposal.

B. By submission of this proposal, the responder certifies:

No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.

Prices in this RFI have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

C. The individual signing this RFI certifies that he/she is a legal agent of the responder, authorized to represent the responder and is legally responsible for the decision as to the prices and supporting documentation provided.

D. Assigned representative:

Contact Name

Street Address

City/State Zip

Phone# (______)_____________ FAX# (______)_____________

Email address: __________________________
The email will be used to communicate any addendum and/or amendment as well as answers to any questions that may arise.

G. Taxpayer identification.

Are you incorporated? _____ Yes _____ No
If yes, State of Incorporation: __________________________
What is your Taxpayer Identification Number?
Social Security # _____-____-______ OR
Employer Identification # __________________________

H. I/We hereby certify and claim, in accordance with W.S. 16-6-101, as amended, the in-state five percent (5%) preference differential allowed to Wyoming responders. _________
Initials
I. Proposal prices are firm for 120 days after proposal opening for evaluation of proposal.

K. Check to Specify the Following Required Submittals Have Been Supplied:
   ______ Original and three (3) copies of proposal
   ______ Company information
   ______ Proof of Insurance
   ______ Proof of applicable licenses
   ______ Standard contract agreement
   ______ All minimum requirements have been answered and addressed by item
   ______ Budget for the proposed work (Breakdown to include all costs. The successful responder will bear the burden of any and all undisclosed costs.)

__________________________________________
Company Name

__________________________________________
Name of Authorized Responder – Typed

__________________________________________
Signature of Authorized Responder     Date

__________________________________________
Street Address/P.O. Box

__________________________________________
City/State     Zip