REQUEST FOR PROPOSALS

CUSTODIAL SERVICES

ISSUE DATE: MAY 1, 2024

DUE DATE: MAY 31, 2024 @ 4:00 PM

PROJECT CONTACT:

Laura Block Senior Deputy Director, Library Operations 307-773-7223

lblock@lclsonline.org

LARAMIE COUNTY LIBRARY SYSTEM

REQUEST FOR BIDS

Custodial Services for Laramie County Library Facilities Issued May 1, 2024

The Laramie County Library System (LCLS) seeks to hire a qualified contractor to provide custodial services at the Laramie County Library System facilities located in Cheyenne, Burns and Pine Bluffs, Wyoming.

The Library will only accept electronic submissions in response to this RFP. Electronic submissions are required to be considered for an award. Please plan for a maximum file size of 2GB.

To submit your Proposal online, please visit www.bidnetdirect.com/wyoming

The submission deadline is May 31, 2024 at 4:00 pm.

Vendors will be required to attend <u>one</u> of the two scheduled pre-proposal building tours. Mandatory tours will be held at the Laramie County Library, 2200 Pioneer Avenue, Cheyenne, WY 82001 8:30 a.m. on Tuesday, May 14th and Thursday, May 16th. Please RSVP to Jeff Aghbashian at <u>jaghbashian@lclsonline.org</u>.

If you experience problems submitting your electronic response, please contact the Bidnet Direct technical support team (800-835-4603) *prior* to the submission deadline. The 4:00 pm deadline is a hard stop. You must save your submission to the site before the deadline or you will be locked out and your submission will not be accepted.

The services upon which proposals are submitted shall equal or exceed the specifications outlined in the RFP.

Proposals shall be prepared at the bidder's expense and become a Library record and therefore a public record. Confidential data, if identified as such, will be held confidential upon request, if the request is made as part of the bid.

The Library shall have the right to reject any and all proposals and waive any informality or irregularities contained in said proposal.

For questions of a technical nature about the services required, contact:

Jeff Aghbashian, Facilities Superintendent jaghbashian@lclsonline.org

Question are due on **Wednesday**, **May 22**, **2024**. All questions received and answers will be posted as an addendum on www.bidnetdirect.com/wyoming.

I. OVERVIEW

The Laramie County Library System (LCLS) seeks to hire a qualified contractor to provide custodial services at LCLS facilities in Cheyenne, Burns and Pine Bluffs Wyoming and upon the effective date of the contract.

LCLS has served the Laramie County community since 1886. During its 137-year history LCLS has striven to be sensitive and responsive to patrons' needs. Its mission to "be a hub for engagement, literacy and learning, and lifelong curiosity and discovery" has driven the library system to continually innovate and expand. The downtown Cheyenne library sees the majority of use with nearly 30,000 people using the library each month. Increased usage by a growing population in the county has prompted the library to utilize contracted custodial services in order to provide a comfortable and welcoming environment for all visitors.

Attachments A-C lists the buildings included for services, cleaning task lists, special conditions, and the point of contact. The successful contractor will be required to enter into a "Services Contract" as shown in Attachment D.

II. MINIMIM REQUIREMENTS

In order to be considered for the contract described in this Request for Proposals (RFP) the applicant shall have two or more years of continuous experience in ownership, management or operation of custodial services, or other equivalent experience as accepted by the proposal review committee. Applicants not meeting this minimum requirement will be disqualified and their proposal will not be considered further.

III. GENERAL TERMS & CONDITIONS

A. RFP Closing Date – Proposals must be received by the Laramie County Library System (LCLS) via electronic submissions. Electronic submissions are required to be considered for an award. Please plan for a maximum file size of 2GB.

To submit your Proposal online, please visit www.bidnetdirect.com/wyoming

The submission deadline is May 31, 2024 at 4:00 pm.

If you experience problems submitting your electronic response, please contact the Bidnet Direct technical support team (800-835-4603) prior to the submission deadline. The 4:00 pm deadline is a hard stop. You must save your submission to the site before the deadline or you will be locked out and your submission will not be accepted.

B. Pre-proposal Meeting – Vendors will be required to attend <u>one</u> of the two scheduled pre-proposal building tours. Mandatory tours will be held at the Laramie County

Library, 2200 Pioneer Avenue, Cheyenne, WY 82001 8:30 a.m. on Tuesday, May 14th and Thursday, May 16th. Please RSVP to Jeff Aghbashian at jaghbashian@lclsonline.org.

C. Public RFP Opening – Only the names of the vendors submitting Proposals will be read aloud at the RFP opening. The Proposals will be available for inspection during normal business hours in the Laramie County Library within three (3) working days of the closing date, by appointment. **Proposal opening will occur on May 31, 2024, at 4:15 PM** at the Laramie County Library. A complete tabulation of Proposals will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Public Works Department in Cheyenne at (307) 633-4690 at least five (5) days prior to the date.

D. Questions Concerning RFP – For questions of a technical nature about the services required, contact:

Laura Block lblock@lclsonline.org

Questions are due on **Wednesday**, **May 22**, **2024**. All questions received and answers will be posted as an addendum on www.bidnetdirect.com/wyoming.

E. Clarification and Addenda – It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through Laura Block. LCLS will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing www.bidnetdirect.com/wyoming. Respondents in their proposal must acknowledge receipts of amendments.

Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check www.bidnetdirect.com/wyoming for any addenda.

- F. Award LCLS reserves the right to award the contract to the respondent(s) that LCLS deems to offer the best overall proposal(s). LCLS is therefore not bound to accept a proposal on the basis of lowest price. In addition, LCLS at its sole discretion, reserves the right to cancel this RFP, to modify the services we purchase, to reject any and all Proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of LCLS to do so. LCLS also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in LCLS's best interest.
- G. Contract The contents of this RFP and all provisions of the successful proposal deemed pertinent by LCLS may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The Laramie County Library System Board of Directors are the sole Contracting Officer for LCLS, and only he/she or his/her designee is authorized to make changes to any contract. LCLS

shall be responsible for only those orders placed by LCLS on an authorized signed Purchase Order or Price Agreement. LCLS shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact Laura Block at 307-773-7223.

- H. Disclosure of RFP Content All material submitted becomes the property of LCLS and may be returned only at LCLS's option. LCLS has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.
- I. Respondent's Responsibility A respondent, by submitting a proposal represents that:
 - 1. The respondent has read and understands the RFP in its entirety that and the proposal is made in accordance therewith, and
 - 2. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to LCLS, and;
 - 3. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by LCLS upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.
- J. Payment Terms LCLS will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- K. Minor Irregularities LCLS reserves the right to waive minor irregularities in Proposals, providing such action is in the best interest of LCLS. Minor irregularities are defined as those that have no adverse effect on LCLS's best interests and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.
- L. Deviations All Proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Proposal Form; otherwise, LCLS will consider the subject Proposals as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that LCLS will only consider Proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said Proposals may not be subject to such rejection where, at the sole discretion of LCLS, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.
 - M. Selection Criteria Each proposal shall be evaluated using the following criteria:
 - 1. Proper submittal of ALL documentation as required by this proposal
 - 2. Overall scope and quality of the proposed project
 - 3. Meeting or exceeding the requirements of the RFP
 - 4. Quality and compatibility of the work proposed
 - 5. Ability to accomplish project in a timely manner
 - 6. The benefits to LCLS as it pertains to:

- a. Related experience in the areas covered in the RFP
- b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
- c. Experience, ability, and overall quality of past and current projects
- N. Termination / Cancellation of Contract LCLS reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.
- O. Incurred Expenses This RFP does not commit LCLS to award a contract. Nor shall LCLS be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.
- P. Presentations by Respondents LCLS, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to LCLS.

LCLS reserves the right to require any respondent to demonstrate to the satisfaction of LCLS that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. LCLS, may require information to determine if there is financial stability, quality control, qualified professional staff, necessary facilities and resources, and business organization, in LCLS's opinion, to conduct proper business with the Laramie County Library. The demonstration must satisfy LCLS and LCLS shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

- Q. Minimum Specifications The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent, but to ensure that LCLS receives quality services.
- R. Respondent's Personnel The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

- S. Proposal Acceptance/Rejection LCLS reserves the right to accept or reject any or all Proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or Proposals, which in the judgment of the proper officials, is in the best interest of LCLS.
- T. Interested Party If a library employee, his/her spouse or a close relative has a substantial interest in or is an affiliate in a firm that wishes to conduct business with LCLS, they must first give notice in writing to the project contact of that interest.

IV. SPECIAL CONDITIONS

- A. While accessing library facilities to perform work, the contractor will use methods of access and work which result in minimal impact to library staff and their customers. Access to library properties and facilities will be arranged with the Facilities Superintendent. Access cards, fobs and keys, if necessary, will be checked out ahead of any work. Any changes in scheduled activities, as noted in Attachments A through C, as applicable, must be arranged and approved through the assigned building representative and library administration.
- B. All work under this proposal shall be on a square foot basis and include all labor, tools (e.g. brooms, mops, dustpans, etc.), equipment (e.g. vacuums, carpet cleaning machines, etc.), transportation, and any and all incidentals necessary for the complete, professional performance of the work as specifically called out, unless otherwise agreed upon as a reimbursable.
- C. Contractor shall be responsible for reporting the progress of work to the building representative or library administration so as to insure its timely completion during each applicable work period. The costs associated in the keeping of this schedule shall be included in the hourly rate charged for services. A log book, provided by the contractor, shall be maintained at each facility and checked on a daily/monthly basis by the contractor. The purpose of the log book is to communicate problems or special needs to the contractor. Log entries must be recorded in the log book at the conclusion of each shift.
- D. Contractor shall be able to respond to special work requests for any facility with a maximum response time not to exceed 24 hours, 7 days per week. There will be no travel time or additional charges considered.
- E. Contractor shall provide all on-site supervisory services as needed and shall have an individual available (cellular phone) in case of problems at any facility, with the phone number and name recorded in the custodial log book of each facility.
- F. Contractor agrees to provide and stock all supplies and chemicals necessary for janitorial services that have been approved by LCLS and which are environmentally and user safe. These products shall, at a minimum, qualify under the U.S. Green Building Council's LEED-EB Program. Contractor shall provide a list of all cleaners and chemicals used, including brand names and the purpose for each, to each facility.
- G. Contractor agrees that all employees will wear a uniform shirt or appropriate work attire displaying their nametag while on duty.

V. SCOPE OF WORK

The selected contractor/s will be responsible for completing all tasks outlined in the custodial task lists (Attachments A - C). Contractor will provide all materials and supplies as per SPECICAL CONDITIONS paragraph f above.

VI. CONTRACT REQUIREMENTS

The selected contractor will be required to enter into a Services Contract Agreement with LCLS based upon the submitted proposal. The final contract will require proof of insurance and a copy of the General Provisions included as part of the contract is included in this RFP. Respondents should review all requirements prior to submittal of the proposal.

The proposal submitted shall include all associated costs for the project. No bid bond will be required. The proposal submitted will serve as the basis for the Services Agreement.

VII. PROPOSAL REQUIREMENTS

The proposal should address the following items:

- A. Introduction The introduction should present highlights of the contractor's approach to the project, qualifications and other unique aspects for consideration.
- B. Scope of Work A written description of the respondents understanding of the scope of work for the project should be included in the RFP response. This narrative should confirm the buildings to be cleaned by the contractor, means and methods contractor intends to implement, a listing of all chemicals and supplies planned for use and a copy of the associated MSDS sheet, third-party certifications, and manufacturer's information.
- C. Cost A cost per square foot for the work, as estimated, shall be provided in the RFP response. The proposal should include unit pricing for each component of the work, including labor and materials, and billing rates.
- D. Related Experience / References The contractor must have at least 2 years' experience performing similar cleaning services. The proposal should include a listing of similar contracts awarded in the past 24 months. In addition, the proposal shall include a listing of key personnel that will be assigned to the project.

VIII. SELECTION CRITERIA

Proposals are evaluated by a selection committee comprised of representatives from LCLS. Proposals are evaluated based on complete and concise responses to the items listed under the Proposal Requirements, **Section VII in this RFP**. Proposals that do not provide all required information will not be considered. The LCLS representative, at their discretion, may choose to hold interviews with finalists selected from the proposals.

IX. LIMITATIONS

LCLS administration requires that no proposal may be withdrawn within 45 days after the deadline for submitting proposals, but a proposal may be withdrawn up to the deadline for submitting proposals.

X. DISCLOSURES

The laws of Wyoming require that the contents of all Proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, LCLS will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

The successful respondent will be expected to enter into a contract with LCLS upon terms acceptable to LCLS.

Following the award of the contract, responses to this proposal are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. LCLS assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a proposal are confidential then the respondent must so specify. The respondent must mark in bold red letters the term "CONFIDENTIAL" on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. LCLS will be the sole judge as to whether a claim is general and/or vague in nature. All parts of Proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

Proposals must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed proposal will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFP.

LCLS accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. LCLS reserves the right to reject any and all submitted Proposals. It is understood that all Proposals become the property of LCLS and will be available for public

inspection. No obligation is made by retention of these Proposals, nor is LCLS committed to awarding a contract as a result of this RFP.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with LCLS or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of LCLS or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with LCLS employees may be cause for contract termination. LCLS will decide if an actual or perceived conflict should result in proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a LCLS employee or representative in connection with the procurement.

Governmental Immunity

Laramie County Library System does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by issuing this RFP or by entering into any subsequent agreement. Further, Laramie County Library System 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 RFP or any subsequent agreement.

Indemnification

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County Library System, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County Library System pursuant to any agreement with Laramie County Library System.

Termination

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

Force Majeure

Neither the respondent nor Laramie County Library System shall be liable to perform under this RFP or subsequent 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.

The submission of a proposal shall be considered acceptance to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

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Attachment A.

LARAMIE COUNTY LIBRARY 2200 Pioneer Ave, Cheyenne, WY CUSTODIAL TASK LIST

Public Areas

Daily Tasks

- o Empty all waste and recycling containers in public areas including meeting rooms, study rooms and gallery spaces, breakdown cardboard boxes, take refuse and recyclables to disposal area and place it in the appropriate disposal containers. Replace trash bags.
- o Rinse waste and recycling containers as needed to remove odors
- Damp wipe all open surfaces of furniture, including hard surface chairs and tables, and countertops
- o Remove liquid spills and rings from tables and hard surface chairs
- o Remove all marks and fingerprints from entry doors and partition glass
- Remove all marks and fingerprints from elevator doors and around elevator call buttons, both inside and outside of the elevator cabin
- o Dust mop tile, wood (Cottonwood Room stage), stone and rubber floors to remove dirt
- Wet mop tile, stone and rubber floors
- Vacuum carpeted floors, including inside the elevators
- o Vacuum upholstered chairs, as needed
- Clean and disinfect drinking fountains
- Clean and disinfect door hardware and push plates.
- Spot clean carpet as needed
- o Spot clean walls as needed
- o Remove patrons' personal items from public areas and leave at the service point on the floor where the items were found

Weekly Tasks

- Wet mop wood floors (Cottonwood Room stage)
- o High dust open surfaces of window ledges, tops of partitions, picture frames, miscellaneous items
- o Remove fingerprints from doors, frames and light switches in public spaces to include study rooms and meeting rooms
- Clean and vacuum elevator tracks

Quarterly Tasks

- o Edge vacuum and detail carpeted areas
- o Edge and detail corners of hard surface floors
- Dust blinds
- o Clean and dust HVAC vents

Public Restrooms

Daily Tasks

- Clean and polish mirrors and bright work
- Clean and disinfect sinks
- Clean and disinfect countertops
- o Clean and disinfect toilets and urinals
- o Plunge toilets as necessary
- o Remove spots, stains and splashes from wall areas adjacent to toilets and urinals
- o Sweep, wet mop and disinfect floors
- o Refill towel, toilet tissue and soap dispensing units from stock provided
- o Wipe down and disinfect doors, light switches, and handles.
- o Report all items needing repair and requests for supplies to the building maintenance manager.

Weekly Tasks

- Low dust all horizontal surfaces to hand height; including sills, molding, ledges, shelves, frames, ducts and heating outlets
- High dust above hand height; including sills, molding, ledges, shelves, frames, partitions ducts, and heating outlets
- o Clean dispensers and waste receptacles as needed but not less than weekly
- o Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
- o Damp wipe tile walls
- Clean and disinfect partitions

Quarterly Tasks

- o Detail corners and edges
- o Clean and dust HVAC vents
- o Deep clean floors, walls, partitions, fixtures

In addition to the tasks outlined above for all public areas, the following specific tasks shall be completed for the staff areas. (Price separately)

General Office and Desk Areas

Weekly Tasks

- All open surfaces of desk tops, furniture, window ledges, filing cabinets, counters and other 30" high horizontal surfaces will be damp dusted
- Vacuum carpet or sweep hard surface floors under tables and chairs
- o Empty trash and recyclables

Quarterly Tasks

 High dust all bookcases, filing cabinets, tops of office cubicles and around window side lights for office spaces.

Staff Break Area and Kitchen

Daily Tasks

- o Wipe down and disinfect tables
- Start dishwasher if full of dirty dishes
- o Clean, disinfect and scour sinks leaving no hard water deposits
- Clean interior and exterior of microwaves
- Clean and disinfect drinking fountains and water dispensing machines including thoroughly cleaning drip trays
- Vacuum carpet or sweep hard surface floors under tables and chairs
- Refill towel and soap dispensing units from stock provided

Weekly Tasks

- o Wipe down and disinfect all hard surface chairs, as needed but not less than weekly
- o Vending machines and refrigerators will be damp wiped clean
- Clean removing all drips, spills, fingerprints, or marks from walls around trash cans, light switches and fronts of counters and interior and exterior of cupboard doors, as needed but not less than weekly

Staff Restrooms

Daily Tasks

- o Clean and polish mirrors and bright work
- Clean and disinfect sinks
- Clean and disinfect countertops
- Clean and disinfect toilets and urinals
- o Plunge toilets as necessary
- o Remove spots, stains and splashes from wall areas adjacent to toilets and urinals
- o Sweep, wet mop and disinfect floors
- o Refill towel, toilet tissue and soap dispensing units from stock provided
- Wipe down and disinfect door handles.
- o Report all items needing repair and requests for supplies to the building maintenance manager.

Weekly Tasks

- Low dust all horizontal surfaces to hand height; including sills, molding, ledges, shelves, frames, ducts and heating outlets
- High dust above hand height; including sills, molding, ledges, shelves, frames, partitions ducts, and heating outlets
- Clean dispensers and waste receptacles as needed but not less than weekly
- o Damp wipe tile walls

Quarterly Tasks

- Detail corners and edges
- Clean and dust HVAC vents

Quarterly Tasks

Wax tile floor – strip and wax 1 of the 4 areas each quarter (staff copy room, staff lounge, mail room & kitchen in between the Cottonwood & Willow Rooms).

Attachment B.

BURNS BRANCH LIBRARY 112 Main Street, Burns, WY CUSTODIAL TASK LIST

Weekly:

- Containers for waste materials and recyclables will be emptied and refuse taken to appropriate bins. Bags will be replaced.
- All open surfaces of furniture and countertops will be dust wiped clean. Reading room tables and work tables under windows will be damp wiped.
- o Fingerprints will be removed from entryway glass doors and door frame partition glass.
- o Entry tile floors will be dust mopped to remove dirt, including under tables and chairs, and damp mopped if showing excessive dirt or salt.
- o Areas under tables will be damp mopped when showing excessive dirt or salt.
- o Area rugs will be vacuumed.
- o Study tables will be wiped down and disinfected.
- o Chairs will be wiped and low dusted and neatly arranged. PLEASE push all chairs under tables after sweeping or vacuuming.
- o Book stacks will be dusted in open spaces back and front.
- o Using disinfectant wipes or similar, wipe down public computer keyboards and mice
- o Drinking fountain will be cleaned and disinfected.

Restrooms:

- o Mirrors will be cleaned and polished.
- o Sinks will be cleaned and disinfected.
- o Countertops will be cleaned and disinfected.
- o All surfaces of toilets and urinals will be thoroughly cleaned and disinfected.
- o Plunge toilets as necessary
- o Remove spots, stains, and splashes from wall areas adjacent to toilets and sinks.
- o Bright work will be cleaned and polished.
- o Tile floors will be swept, wet mopped and disinfected.
- Dispensing units such as towel and toilet tissue and soap containers will be refilled from provided stock.
- o Doors, light switches, and handles will be wiped down and disinfected.
- o Lights and fans will be turned off.
- o All repair items and requests for supplies will be reported to facilities personnel.
- o Dust all horizontal surfaces including sills, molding, ledges, ducts and heating outlets.

Quarterly (January, April, July and October):

- o High dusting of tall window ledges, tops of stacks, and spaces above books on shelves.
- Sweeping and damp mopping under desk areas, under tables against walls, under heating vents along walls.
- Picture frames will be damp cleaned (Do not spray cleaner directly on picture frames.
 Spray on damp cloth and wipe cloth on glass).
- o Upholstered chairs will be vacuumed, as needed.
- o Corners of rooms and edges will be detailed.
- o Clean and dust HVAC vents.
- o Deep clean behind toilets, in corners and under sink areas.

Annually:

o Clean all carpeted areas.

As Needed:

- o Carpeted areas spot cleaned.
- o Upholstered chairs spot cleaned.
- o Walls spot cleaned.
- o Restock paper products.

Attachment C.

PINE BLUFSS BRANCH LIBRARY 110 East 2nd Street, Pine Bluffs, WY CUSTODIAL TASK LIST

Weekly:

- Containers for waste materials and recyclables will be emptied and refuse taken to appropriate bins. Bags will be replaced.
- All open surfaces of furniture and countertops will be dust wiped clean. Reading room tables and work tables under windows will be damp wiped.
- o Fingerprints will be removed from entryway glass doors and door frame partition glass.
- Entry tile floors will be dust mopped to remove dirt, including under tables and chairs, and damp mopped if showing excessive dirt or salt.
- o Areas under tables will be damp mopped when showing excessive dirt or salt.
- o Area rugs will be vacuumed.
- o Study tables will be wiped down and disinfected.
- Chairs will be wiped and low dusted and neatly arranged. PLEASE push all chairs under tables after sweeping or vacuuming.
- o Book stacks will be dusted in open spaces back and front.
- o Using disinfectant wipes or similar, wipe down public computer keyboards and mice
- o Drinking fountain will be cleaned and disinfected.

Restrooms:

- o Mirrors will be cleaned and polished.
- o Sinks will be cleaned and disinfected.
- o Countertops will be cleaned and disinfected.
- o All surfaces of toilets and urinals will be thoroughly cleaned and disinfected.
- o Plunge toilets as necessary
- o Remove spots, stains, and splashes from wall areas adjacent to toilets and sinks.
- o Bright work will be cleaned and polished.
- o Tile floors will be swept, wet mopped and disinfected.
- Dispensing units such as towel and toilet tissue and soap containers will be refilled from provided stock.
- o Doors, light switches, and handles will be wiped down and disinfected.
- o Lights and fans will be turned off.
- o All repair items and requests for supplies will be reported to facilities personnel.
- o Dust all horizontal surfaces including sills, molding, ledges, ducts and heating outlets.

Quarterly (January, April, July and October):

- o High dusting of tall window ledges, tops of stacks, and spaces above books on shelves.
- Sweeping and damp mopping under desk areas, under tables against walls, under heating vents along walls.
- Picture frames will be damp cleaned (Do not spray cleaner directly on picture frames.
 Spray on damp cloth and wipe cloth on glass).
- o Upholstered chairs will be vacuumed, as needed.
- o Corners of rooms and edges will be detailed.
- o Clean and dust HVAC vents.
- o Deep clean behind toilets, in corners and under sink areas.

Annually:

o Clean all carpeted areas.

As Needed:

- o Carpeted areas spot cleaned.
- o Upholstered chairs spot cleaned.
- o Walls spot cleaned.
- o Restock paper products.

Attachment D.

Bid Schedule

Laramie County Library Facilities

Facility	Address	Area (SF)	Cost for Cleaning	Cost per SF
Laramie County Library	2200 Pioneer Avenue Cheyenne, WY	70,000		
Burns Branch	112 Main Street Burns, WY	4,500		
Pine Bluffs Branch	110 East 2 nd Street Pine Bluffs, WY	3,000		
		Total Cost		

Attachment E.

SAMPLE AGREEMENT – NOT TO BE COMPLETED AT THIS TIME Custodial Services Laramie County Library System/CONTRACTOR

This Agreement is made and entered into by and between The Laramie County Library System, 2200 Pioneer Avenue Cheyenne, Wyoming 82001 ("LIBRARY"), and Contractor Name, Address, City, State, Zip ("CONTRACTOR").

LIBRARY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

I. PURPOSE

The purpose of this Agreement is for custodial services at the Laramie County Library, 2200 Pioneer Ave, Cheyenne, WY; Burns Branch Library, 112 Main Street Burns, WY; and Pined Bluffs Branch Library, 110 East 2nd Street, Pine Bluffs, WY.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force for two (2) years from the date of the last signature affixed, with an option to renew annually or until terminated in accordance with this contract.

III. PAYMENT

- A. LIBRARY shall pay CONTRACTOR XX dollars for providing contracted custodial services.
- B. CONTRACTOR shall bill LCLS by a properly executed invoice specifying services performed, including hours worked, emailed to Laura Block, Sr. Deputy Director of Operations. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. Services shall be performed as outlined in the RFP for Custodial Services dated March XX, 2024.

V. RESPONSIBILITIES OF LIBRARY

A. Provide access to CONTRACTOR to library property in order to complete requested services as outlined in the RFP for Custodial Services dated March XX, 2024.

VI. GENERAL PROVISIONS

- A. <u>Acceptance Not Waiver</u>: LIBRARY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of 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.
- B. <u>Entire Agreement:</u> This Agreement (7 pages) and Attachment A (11 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.
- C. <u>Modification:</u> This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- D. <u>Invalidity:</u> 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 provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the LIBRARY 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.
- E. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum 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 parties hereby waive any objection that a suit or proceeding brought in the foregoing forum is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason including, without limitation, insufficiency in the service of process. The parties hereby agree if either party shall bring suit hereon in any other court than the above named, the parties shall cooperate fully in the removal, transfer or dismissal, as necessary, of any such proceeding to the end no suit concerning this Agreement shall lie, except in the aforementioned court. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to LIBRARY executing this Agreement. Nothing in this clause shall be interpreted or construed to waive LIBRARY'S assertion of sovereign immunity.
- F. <u>Compliance with Law:</u> CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.
- G. <u>Assignment:</u> 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.
 - H. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs

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.

- I. <u>Discrimination:</u> 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.
- J. <u>ADA Compliance:</u> All parties agree they will not discriminate against a qualified individual with a 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.
- K. <u>Governmental Immunity:</u> LIBRARY does not waive its governmental immunity provided by any law, including W.S. § 1-39-101 et seq., by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, LIBRARY does not waive its sovereign immunity under contract, tort or any other applicable theory of law by entering into this Agreement.
- L. <u>Indemnification</u>: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, hold harmless, and defend LIBRARY and its officers, employees, and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with the services performed by CONTRACTOR in furtherance of this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of LIBRARY or its officers, employees, and volunteers. Nothing in this provision serves to abrogate in any manner LIBRARY'S assertion of sovereign immunity.
- M. <u>Conflict of Interest:</u> LIBRARY and CONTRACTOR affirm, to their knowledge, neither CONTRACTOR nor any employee of CONTRACTOR has any personal beneficial interest whatsoever in the Agreement described herein. Neither CONTRACTOR nor any employee 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.
- N. <u>Availability of funds</u>: The obligations of LIBRARY herein are conditioned upon the availability of funds appropriated or allocated for use under this Agreement. If funds are not allocated and available as needed for LIBRARY to perform this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to engage in a similar agreement with another party.
- O. <u>Default</u>: Each and every term and condition hereof shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform

according to the terms of this Agreement, such party may be declared in default thereof.

- P. <u>Addendum Controls</u>: Where a conflict exists or arises between any provision and condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.
- Q. <u>Notices:</u> 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 to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- R. <u>Independent Entities</u>: LIBRARY, and CONTRACTOR are independent entities and their employees or volunteers are not to be considered agents or employees of the other. Actions performed by CONTRACTOR pursuant to this Agreement are those of an independent CONTRACTOR and not those of an employee of the LIBRARY.
- S. <u>Termination</u>: This Agreement may be terminated (a) by any party at any time for failure of another party to comply with the terms and conditions of this agreement; (b) by any party, with thirty (30) days prior written notice to all other parties; or (c) upon mutual written agreement by all parties. In the event of termination, any documents and data produced in furtherance of this agreement, whether or not finished, shall become the property of LIBRARY. CONTRACTOR shall be entitled to compensation for any satisfactory work completed prior to termination.
- T. <u>Force Majeure:</u> 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.
- U. <u>Third Party Beneficiary:</u> 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 this Agreement, and shall inure solely to the benefit of the parties to this Agreement.
- V. <u>Limitation on Payment</u>: 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.

- W. <u>Payments</u>: Any payments due under the Agreement shall be made in accordance with Wyoming Statute §16-6-602 (as amended).
- X. <u>Understanding and acceptance:</u> By their execution each party certifies it has read and understood this Agreement, agrees to be bound by the terms hereof, has the authority to execute and bind, and has received a signed and dated copy of the agreement.

[The remainder of this page is intentionally left blank]

Custodial Services Laramie County Library System/CONTRACTOR

Signature Page

By: ______ Date: ______ By: ______ Date: ______ Elizabeth Dillow, Chair Laramie County Library System Board of Directors ATTEST: By: _____ Date: _____ Laura M. Block, Sr. Deputy Director of Operations By: _____ Date: _____ CONTRACTOR This Agreement is effective the date of the last signature affixed to this page. Reviewed and approved as to form only: By: _____ Date: ______

Laramie County Attorney's Office

INFORMATION FORM

A.	The undersigned agrees to furnish information for janitorial services to LCLS in compliance with this Request for Proposal.					
В.	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.					
С.	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.					
E. Ta	axpayer identification.					
	Are you incorporated? Yes No If yes, State of Incorporation: What is your Taxpayer Identification Number? Social Security # OR Employer Identification #					
F.	I/We hereby certify and claim, in accordance with W.S. 16-6-101, as amended, the instate five percent (5%) preference differential allowed to Wyoming responders.					

Initials

G.	Proposal prices are firm for 120 days after p	roposal opening for evaluation of proposal.	
Н.	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 (Breat responder will bear the burden of any and al	kdown to include all costs. The successful lundisclosed costs.)	
Com	pany Name	_	
Nam	e of Authorized Responder – Typed	_	
Signature of Authorized Responder		Date	
Stree	et Address/P.O. Box	_	
City/	/State	Zip	