

REQUEST FOR PROPOSALS

LIBRARY SECURITY SERVICES

ISSUE DATE: APRIL 13, 2026

DUE DATE: MAY 15, 2026 at 5:00 pm.

PROJECT CONTACT:

Laura Block

Senior Deputy Director, Library Operations

307-773-7223

lblock@lclsonline.org

**LARAMIE COUNTY LIBRARY SYSTEM
NOTICE of REQUEST FOR PROPOSAL
SECURITY SERVICES**

Issued: April 13, 2026

The Laramie County Library System (LCLS) seeks to hire a qualified contractor to provide security officer services at the Laramie County Library in Cheyenne WY.

LCLS 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//laramiecountylibrarysystem

The submission deadline is May 15, 2026 at 5:00 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 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 proposal.

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

For questions about the services required, contact:

Laura Block

lblock@lclsonline.org

Questions are due on **Monday, May 4, 2026**. All questions received and answers will be posted as an addendum on www.bidnetdirect.com//laramiecountylibrarysystem

I. OVERVIEW

Laramie County Library System (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 *Ignite Curiosity. Fuel Imagination. Connect Community.* has driven the library system to continually innovate and expand. The main library in downtown Cheyenne sees the majority of use with nearly 30,000 people using the facility each month. Increased usage by a growing population in the county has prompted the library to utilize contracted security services to provide a comfortable and welcoming environment for all visitors.

Security officers are expected to act with a consistent, high degree of professionalism to provide a safe and secure environment; an environment that is welcoming where library patrons are able to use library services freely, and where no one is allowed to interfere with another's use of library services. The library is a place where all persons are to be treated with dignity and respect and welcomed to take advantage of the services that are offered.

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 security 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//laramiecountylibrarysystem

The submission deadline is May 15, 2026 at 5:00 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. 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 – There will be no pre-proposal meeting. Should a respondent require a tour of the library, they shall contact Laura Block (lblock@lclsonline.org) to schedule.

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

Laura Block
lblock@lclsonline.org

Questions are due on **Monday, May 4, 2026**. All questions received and answers will be posted as an addendum on www.bidnetdirect.com//laramiecountylibrarysystem. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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. PROPOSAL REQUIREMENTS

A. Introduction – Brief description and highlights of the contractor’s approach to providing security services at the Cheyenne location of the Laramie County Library System and answer the following questions.

1. What differentiates the contractor’s service from that of its competitors?
2. How will the contractor meet the unique needs of providing security service in a public library setting (i.e. creating a welcoming, respectful environment for all patrons, enforcement of library rules through education, de-escalation of disruptive or tense situations, etc.)
3. Describe the contractor’s approach to customer service and communication.

B. Scope of Work – A descriptive plan for how the contractor and their employees will address each item in the Scope of Work (Appendix A).

C. Special Conditions – A descriptive plan for how the contractor and their employees will address each item in the RESPONSIBILITIES OF CONTRACTOR, Section VI of the draft contract Appendix C of this RFP.

D. Extended coverage – A description of the contractor’s ability to meet requests for extended coverage beyond the daily schedule and any requirements or process the contractor has for LCLS to request/schedule extended hours, including the amount of advance notice required to meet such requests and any special requirement when alcohol is being served at events. (Appendix A, Section III)

E. Cost– Complete the cost schedule provided including overtime rates for extended hours. (Appendix B)

F. Related experience / references – The contractor must demonstrate that they have at least 2 years’ experience performing similar security services in a public facility and provide a list of similar contracts awarded in the past 24 months.

G. List of names and contact information for the personnel who will be assigned to manage security services and supervise the officers.

H. Employee benefits – A brief description of the benefits the Contractor’s employees (security officers) receive and how they are factored into the proposed pricing.

I. Statement of availability – Describe the availability of the contractor to assign additional officers to cover a daily closing shift at LCLS request, and/or expand the daily schedule of open hours.

V. 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 IV 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.

VI. 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.

VII. DISCLOSURES

A. 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.

B. 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.

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

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

[The remainder of this page is intentionally left blank]

APPENDIX A. SCOPE OF WORK

I. SCHEDULE

- A. Weekly Schedule of Open Hours: Hours are subject to change
 - i. Monday through Thursday 9 a.m. to 8 p.m.
 - ii. Friday, Saturday, and Sunday 10 a.m. to 5 p.m.
- B. Closure Schedule: The Library's closure schedule is on the website and is subject to change.
- C. Daily: One officer shall be deployed on-site at Cheyenne library by 9 a.m. Monday through Thursday, 10 a.m. on Friday, Saturday, and Sunday until 15 minutes after closing daily. These hours are subject to change.

II. LIBRARY LOCATION

Laramie County Library
2200 Pioneer Ave
Cheyenne WY 82001

III. EXTENDED COVERAGE

The Library will submit requests for extended coverage via email to the CONTRACTOR with as much advance notice as possible. CONTRACTOR will confirm the ability to cover the request via email.

Officers must continue their work and remain on site until the building is cleared and closed after library meetings and events when they are held on-site.

Periodically, the library schedules programs or special events outside regular business hours. Library staff will submit requests with advance notice for extended security coverage during these programs and events. The library may serve/sell alcoholic beverages during some of these events under a malt beverage permit.

IV. CLOSURE INFORMATION

Security services are not required on the library closure days. The closure days are subject to change. Officers are not expected to report for duty when the library is closed due to weather or emergency. The library will provide the officers with contact information to learn of weather or emergency related closures.

V. EXPECTATIONS FOR OFFICER PROFESSIONAL CONDUCT AND SKILLS REQUIRED

A. While on-duty, security officers are representatives of LCLS and are expected to perform their duties with a high degree of professionalism. Library patrons and employees are their customers. Everyone should be treated consistently, fairly and with dignity and respect.

Officers are expected to balance approachability with authority, make general observations at an appreciable distance from library service points to maintain patron privacy, maintain composure and employ de-escalation techniques when addressing confrontational situations, and enforce the library rules by first educating patrons. Enforcement must be conducted in a consistent manner.

B. Officers must be:

1. Mentally alert and capable of making decisions in accordance with rules, regulations and policies.
2. Able to observe behaviors, record and report details thoroughly and accurately according to the requirements of LCLS.
3. Able to remain in a standing or sitting position for extended periods of time and be able to travel on foot across rough, uneven surfaces.
4. Computer literate, able to read, interpret, and implement written instructions/Post Orders, understand and follow oral instructions, and act in accordance with specialized training and requirements.
5. Physically capable of performing foot patrols at minimum once per hour and remaining vigilant and active while on duty.
6. Maintain a level of physical fitness necessary to climb stairs and lift and/or move objects weighing up to 50 pounds.
7. Fluent in English and able to communicate with the general public in a face-to-face setting by telephone/ smartphone. Fluency in Spanish is a plus.
8. Certified to perform First Aid and CPR and certified to operate an AED.

C. Officers shall refrain from standing near or behind library service points, engaging patrons and staff in lengthy conversations of a social nature, or conducting personal business in public areas. Officers shall attend training or suspension appeal hearing appearances requested by the library administration.

VI. DAILY EXPECTATIONS

A. Prepare the entrances for opening.

B. Greet and develop rapport with library patrons, especially those who may exhibit disruptive behaviors with the purpose of preventing disruptive incidents whenever possible, or to quickly respond to and minimize incidents when they do occur.

C. Conduct frequent patrols throughout the facility interior and outside perimeter. On each patrol, make verbal or visual contact with staff on each floor at the public services desks, check all public restrooms, and make verbal or visual contact with staff in the Teen Space, and the business offices on the second floor.

D. Consistently enforce library rules and policies following library guidelines for issuing warnings and suspensions to patrons who refuse to comply with the library rules, staff instructions, and other policies.

E. Proactively engage with substance-impaired individuals, directing them out of the library and/or to appropriate services as needed.

F. Document all incidents, interactions and suspensions daily using PITS (Patron Incident Tracking System) per PITS protocols.

G. Inform the Manager on Duty (MOD) when a suspension is issued.

H. Contact the Cheyenne Police Department for assistance, as needed, and any time an illegal act is/has been committed inside or on library property.

I. Promptly respond to staff requests for assistance with incidents or disruptive behavior from patrons.

J. Promptly respond to patron requests for assistance with safety or security-related matters.

K. Assist library staff with emergency procedures as needed.

L. Periodically review security camera recordings.

M. Conduct closing sweep and procedures, ensuring the facility is clear of patrons, and lock all public doors, and in the absence of the cleaning contractor set the security alarm at closing time.

VII. GUIDELINES FOR RULE ENFORCEMENT AND SUSPENSION OF LIBRARY PRIVILEGES

A. Officers must comply with the following guidelines regarding rule enforcement and suspension of library privileges for patrons:

1. Rule violations: Persons who violate any library rule shall be provided with an opportunity to correct their behavior. Those who violate library

rules or interfere with others' ability to use the library, shall be warned to stop unwanted behaviors. If the person refuses to do so, that person shall be suspended.

2. Illegal conduct: Any person who allegedly commits or is arrested for a criminal violation in the library shall be issued an indefinite length suspension as guided by library administration and referred to the Cheyenne Police Department.

LCLS shall provide the security officers with a list of examples of illegal conduct.

3. Suspensions: Officers are given discretion in determining the length of suspensions according to guidelines established by LCLS. Suspension of library privileges may range from 24 hours (for a relatively minor first offense) to an indefinite duration. Officers are expected to address rule violations consistently and make suspension length commensurate with the type of violation. Patrons who repeatedly violate the rules may be given progressively longer suspensions. Officers must complete the required suspension documentation and make a reasonable attempt to issue the patron who violated the library's rules with a written copy of the suspension. Officers should contact the Cheyenne Police Department to issue a criminal trespass warning to patrons who violate the terms of a suspension.

4. Court Appearance: LCLS may request the officer be present and act as a witness for a suspension appeal or court proceeding related to incidents that occur at the library. The violator may require the officer's testimony at a hearing or in court through service of a subpoena.

APPENDIX B – COST SCHEDULE

Contractor must complete and submit with proposal.

Number of Personnel Assigned to cover Regular Schedule	
Regular Schedule Hourly Rate Billed to the Library	\$
TOTAL Regular Weekly Cost	\$
TOTAL Administrative Costs	\$
Provide an itemized breakdown of other costs and the amount/ frequency they will be charged below.	
ESTIMATED TOTAL annual cost (52 weeks)	\$
Extended Schedule Hourly Rate Billed to the Library	\$

ITEMIZED LIST OF ADMINISTRATIVE COSTS

Provide an itemized list and frequency charged of administrative costs below:

APPENDIX C

DRAFT CONTRACT – SUBJECT TO CHANGE

Security 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 security guard services at the Laramie County Library, 2200 Pioneer Ave, Cheyenne, WY 82001.

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 three (3) 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 security services.

B. CONTRACTOR shall bill LCLS by a properly executed invoice specifying services performed, including hours worked, emailed to Laura Block, Director of Business & Administration. 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. Officers shall be unarmed in business casual style uniforms (e.g. t-shirt or polo shirts and chino or cargo style pants) bearing the Contractor's insignia and present a neat and professional appearance at all times.

B. Officers shall comply with all workplace safety protocols and follow relevant trainings on handling narcotics, blood borne pathogens or any other hazards presented when working in a public facility. Contractor shall provide officers with any personal protective equipment recommended by the company and relevant trainings.

C. Officers shall have the requisite experience to perform duties required in a public library setting.

D. Contractor shall provide all supervision for officers, including, but not limited to:

1. Communicating directly with the officers about schedule changes, schedule change requests, and keeping the officers informed about changes or additions to their regular schedule.

2. Communicating expectations and assessing quality and contents of library-required reports, job performance and appearance.

3. Notifying library administration with as much advanced notice as possible if the regularly assigned officer will be replaced by a flex or substitute.

4. Providing ongoing, thorough training on all duties and professional conduct as directed by the library. This includes, but not limited to, procedures and expectations about documentation, written reports, suspensions and appearance. Contractor shall ensure that officers know how to perform their duties and what is expected by library before they are released from training supervision. This includes flex or substitute officers assigned to cover for the absence of regular officers.

E. Contractor's employees working as officers under the contract must undergo a criminal background check. It is the responsibility of the Contractor to perform criminal background checks in the legally prescribed manner. The Contractor will be held responsible for any damages to the library caused or permitted by any of its employees.

1. The officers' supervisor shall meet with library administration or designee on at least quarterly basis to review and evaluate the assigned officers' performance in executing the duties. Meetings may be requested by either party more often if necessary.

2. The library reserves the right to request that the Contractor immediately, or within 5 days, depending on the reason(s) for the request, for the removal of or to replace any officer who is not performing the duties to the satisfaction of the library.

3. The Contractor shall vet newly assigned officers with library administration or designee and review their readiness for duty after the training period.

4. The Contractor shall assign a minimum of two officers to rotate on-duty hours.

5. The Contractor and its employees are required to become familiar with library policies and library emergency procedures and policies for:

- a. Non-Discrimination and Anti-Harassment,
- b. Patron Privacy,
- c. Use of Library Property,
- d. Email Policy, and
- e. Computer User Security.

Policies will be provided in a Security Officer Manual.

V. RESPONSIBILITIES OF LIBRARY

- A. A desktop computer with internet access for the purposes of submitting, printing, and filing incident reports and suspensions, and reviewing security camera recordings.
- B. Provide, which all officers shall carry, a smart phone to respond to requests for assistance by library staff members and patrons. The smartphone shall be the property of LIBRARY, and shall remain in the library when not in use by the on-duty officer. The smartphone shall be passed from one officer to another as necessary.
- C. Access to the security camera system while on-duty.
- D. Key cards, fobs, keys and security access codes to the facility.
- E. Latex gloves for handling lost and found or abandoned personal items
- F. Online Security Officer Manual and access to library procedures and library policies.

VI. GENERAL PROVISIONS

A. Acceptance Not Waiver: 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. Entire Agreement: This Agreement (XX pages) and Attachment A (contractor's proposal, 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.

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

D. Invalidity: 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 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.

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

G. 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.

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. 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.

J. ADA Compliance: 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. Governmental Immunity: 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. Indemnification: 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. Conflict of Interest: 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. Availability of funds: 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. Default: 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. Addendum Controls: Where a conflict exists for arises between any provision and condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

Q. 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 to such party. A party may change its address for notice hereunder by giving written notice to the other party.

R. Independent Entities: 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 LCLS.

S. Termination: 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. 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.

U. Third Party Beneficiary: 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. Understanding and acceptance: 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]

Security Services
Laramie County Library System/CONTRACTOR

Signature Page

LARAMIE COUNTY LIBRARY SYSTEM

By: _____ Date: _____
Chair
Laramie County Library System Board of Directors

ATTEST:

By: _____ Date: _____
Laura M. Block, Director of Business & Administration

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