

Wyoming Department of Transportation
Invitation to Bid
Bid No. 26-211RC



Janitorial Maintenance at the
Shoshoni Office Building
Shoshoni, Wyoming

Ruth Crockett
Buyer
Telephone No.: (307) 777-4108

CONTRACT TERMS AND CONDITIONS

1. SUBMISSION OF BIDS

- A.** Bids for **JANITORIAL MAINTENANCE AT THE SHOSHONI OFFICE BUILDING, SHOSHONI, WYOMING** will be received electronically through Public Purchase until **11:00 A.M., Mountain Time on July 22, 2026.**
- B.** No bids will be considered which are not submitted on WYDOT proposal forms, signed by a proper official of the bidder and submitted through Public Purchase on or before the time and date specified. Bids received that are password protected or locked and inaccessible will not be considered. Bids received after the time specified will not be considered. Paper, email, or facsimile bids will not be accepted.
- C.** No bids will be considered in which the Proposal, Specifications or any provisions have been modified.

2. GENERAL PROVISIONS

A. AMENDMENTS

Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

B. APPLICABLE LAW, RULES OF CONSTRUCTION, AND VENUE

The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. ASSIGNMENT PROHIBITED AND CONTRACT SHALL NOT BE USED AS COLLATERAL

Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of the Agency.

D. AUDIT/ACCESS TO RECORDS

The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract.

E. AVAILABILITY OF FUNDS

Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation, and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services, which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. AWARD AND PURCHASE

The Agency reserves the right to reject any or all bids, to waive any informalities or technical defects in bids, and unless otherwise specified by the Agency or by the Contractor, to accept any item or group of items in the bid, as may be in the best interest of the Agency.

No verbal explanations, clarifications, additions or instructions will be binding to either the Agency or the Bidders, except those confirmed in writing.

A signed purchase order/contract, furnished to the successful bidder, results in a binding contract without further action by either party.

G. AWARD OF RELATED CONTRACTS

The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.

H. COMPLIANCE WITH LAWS

The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

I. CONFIDENTIALITY OF INFORMATION

All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

J. ENTIRETY OF CONTRACT

This Contract, which includes these General Terms and Conditions in this Invitation to Bid and the Purchase Order to which they are attached, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

K. ETHICS

Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.

L. FORCE MAJEURE

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. INDEMNIFICATION

The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.

N. KICKBACKS

Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

O. INDEPENDENT CONTRACTOR

The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor

or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Department or to incur any obligation of any kind on the behalf of the State of Wyoming or the Department. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

P. MATERIAL AVAILABILITY

Contractors must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Contractor to notify the Agency immediately if materials specified are discontinued, replaced or not available for an extended period of time.

Q. MODIFICATIONS OR WITHDRAWAL OF BIDS

A bid may be altered or withdrawn through Public Purchase prior to the time and date of opening. Bids withdrawn after the bid opening may eliminate the bidder from the active bidder's list for a minimum of one year.

R. NON-COLLUSION

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the State of Wyoming, or any person interested in the proposed Contract; and

The price or prices quoted in this Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

S. NON-DISCRIMINATION

The Wyoming Department of Transportation hereby notifies all bidders that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disability.

The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and

regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

T. NOTICES

All notices arising out of, or from, the provisions of this Contract shall be in writing either by Regular Mail, Facsimile, E-Mail or delivery in person at the addresses provided under this Contract.

U. NOTICE OF SALE OR TRANSFER

The Contractor shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.

V. OWNERSHIP AND RETURN OF DOCUMENTS AND INFORMATION

Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

W. PATENT OR COPYRIGHT PROTECTION

The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

X. PREFERENTIAL

All contractors and suppliers wishing to be certified as a resident for purposes of receiving preference shall complete and submit the documents and affidavit(s) required by Labor Standards, a program within the Agency of Workforce Services. No residency preference shall be granted to any contractor or supplier who has not been certified as a resident by Labor Standards. No residency preference shall be granted to any contractor who has not participated in the prevailing wage survey as required by W.S. 27-4-405(a). Prevailing wage survey participation is not required to qualify as a resident supplier.

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by the competitors outside of the state. When applicable, a percentile preferential will be accomplished or allowed in the following manner. W.S. 16-6-101 through 16-6-107.

- i. Preferential of five percent (5%) will be applied for materials, supplies, agricultural products, equipment, machinery and provisions manufactured or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by competitors outside the State of Wyoming. The preferential, when applied, will be accomplished by adding the determined percentage to the total bid price of the non-resident bidder.
- ii. A preferential of ten percent (10%) will be applied for any public printing done within the State of Wyoming provided the printer either owns, operates and/or maintains an establishment that does at least seventy-five percent (75%) of the contract on the premises. W.S. 16-6-301.
- iii. Preference will be given Wyoming contractors for any contractual services. The contract shall be let to the responsible resident making the lowest bid, if such resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder.
- iv. Expenditures or contracts involving Federal Funds are subject to Federal Rules and Regulations. Under these conditions, a percentage differential will not be allowed. W.S. 16-6-108.

Y. PREPARATION OF BIDS

Bidders are expected to examine any drawings, specifications, schedules and instructions included in the bid package. Failure to do so will be at the bidder's risk.

In case of error in the extension of prices in the bid Proposal, **the UNIT PRICE will govern. UNIT PRICE** shown must be **NET**.

Z. PUBLICITY

Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

AA. SEVERABILITY

Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

BB. SOVEREIGN IMMUNITY

Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

CC. TAXES

Direct purchases of materials by the State of Wyoming are exempt from Wyoming Sales or Use Tax. The bidder certifies that no Federal, State, County or Municipal tax will be added to the price shown on the Proposal. The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

DD. TERMINATION OF CONTRACT

This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

If at any time during the performance of this Contract, in the opinion of the Agency, the deliverables are not being supplied within the terms of this Contract, then at the discretion of the Agency and after written notice to the Contractor, the Agency may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all deliverables supplied and accepted by the Agency; however, the Contractor shall be liable to the Agency for the entire cost of replacement deliverables for the duration of the Contract term.

Failure of the bidder to furnish the materials, supplies, equipment, printing, services, and construction from a bid in which an award was made, shall eliminate the bidder from the active bidder's list for a minimum of one year.

EE. THIRD PARTY BENEFICIARY RIGHTS

The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

FF. TIME IS OF THE ESSENCE

Time is of the essence in all provisions of this Contract.

GG. TITLES NOT CONTROLLING

Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

HH. TRADE NAME PROVISIONS

When items within the bid are identified by a manufacturer's name, trade name, brand name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless indicated hereon.

The use of trade names by the Agency is intended to be descriptive but not restrictive and only to establish a standard for articles that will be satisfactory.

Specifications or descriptive literature must be forwarded with the bid on proposed "equals".

The Procurement Services Manager reserves the right to approve or reject any proposed "equals" that are a variation from Agency specifications or requirements.

II. WAIVER

The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

JJ. WARRANTY

Warranties shall be Standard Manufacturer's Warranty unless otherwise specified in the bid documents.

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SPECIAL PROVISIONS

It is the intent of this Invitation to Bid to establish a monthly lump sum price to furnish **JANITORIAL MAINTENANCE AT THE SHOSHONI OFFICE BUILDING**, for a contract period of 12 months.

1. ADDENDA

Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to the Contract shall be incorporated into and become part of this Contract. Any addenda issued shall be posted with the bid on the Public Purchase website. It will be the Bidder's responsibility to check for and acknowledge any and all addenda. Any and all addenda shall be acknowledged on the bid proposal form or by uploading the addendum with their bid on Public Purchase.

2. CONTRACT PERIOD

This Contract will run continuously from **NOTICE TO PROCEED AND WILL TERMINATE AUTOMATICALLY ON JULY 31, 2027**. Subsequent years, if an extension is offered and accepted, will run from August 1st through July 31st. The Department may temporarily suspend or terminate this Contract after it is let and begun hereunder for:

Any prolonged non-use of facility caused by facility failure or closure of this facility by the Department. A 30-day notice will be given in this case.

Unsatisfactory contractor performance of the duties previously listed.

Other reasons by mutual agreement duly signed by the Department and the contractor.

In the event the facility is temporarily closed, contractor will be notified as soon as possible of the closure. In the event the contract is terminated due to reasons of the Department, such termination will be made in writing and the contractor will be notified 30 days in advance of such termination. Upon termination of the contract, the contractor will be entitled to such money as is representative of the service performed and no other sums will be due to the contractor and the contractor will have ten (10) days to remove their property from the site.

3. CONTRACT PURCHASE ORDER

A formal Contract will not be issued but rather the work will be covered by a Wyoming Department of Transportation purchase order. Acceptance of the purchase order will be deemed to mean acceptance of the Contract work as specified in the Invitation to Bid, Special Provisions, Specifications, Work Requirements, Addenda (if any), and all terms of the contract stated in the Invitation to Bid. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract and the Wyoming State Auditor shall not draw warrants for payment on this Contract until a signed purchase order has been issued.

4. DISPUTES/REMEDIES

In seeking to resolve any dispute relating to this Contract, the Agency does not waive its sovereign immunity.

5. EXTENSIONS

It is understood and agreed by all parties, the Procurement Services Manager may extend the period of any contract entered into as a result of this bid on a year to year basis for a period not to exceed two (2) years after the expiration date listed in the Special Provisions. Such extension, if offered, will be made by the Procurement Services Manager giving notice to the contractor in writing prior to the expiration date of the original contract. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Department.

Acceptance of any extensions by the contractor is to be in writing and must be on file in the Procurement Services Office before the expiration of the original contract. In the event the contract is extended, all the original terms will remain in effect for the extended period.

6. GENERAL REQUIREMENTS

The Department agrees to pay the contractor for services, herein specified, accomplished according to the terms of this contract, at the rate set forth in the accompanying Proposal, a copy of which is attached and incorporated by reference herein. Payment for partial months work will be based on percent of days worked during the month. Payment will be made monthly. No claims for services, not specified in this contract, rendered by the contractor shall be allowed by the Department, unless the parties hereto modify, alter or vary the terms of this contract pursuant to the provisions of this paragraph and the following three (3) paragraphs of this contract.

The contract contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understanding, oral or otherwise regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

The contractor shall not enter into any subcontracts for any of the work contemplated under this contract without prior written authorization of the Department, which authorization shall be attached to the original of this contract. Changes may be made to this contract by addendum with the approval of both parties.

This contract shall be and it is hereby agreed between the respective parties, without any hesitation or reservation, mental or otherwise, that the contract is a personal services contract between the Department and the contractor signing this bid. Payments to the contractor are to be based on services actually rendered hereunder and for no other reason.

7. INSURANCE REQUIREMENTS

During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage

required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.

All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency’s option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.

All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.

The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

8. INSURANCE COVERAGE

The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth in the section above:

Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

- (a) \$250,000.00 each occurrence.
- (b) \$250,000.00 personal injury and advertising injury.
- (c) \$500,000.00 general aggregate; and
- (d) \$500,000.00 products and completed operations.

9. MONITOR ACTIVITIES

The Department shall have the right to monitor all contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.

10. NOTICE TO PROCEED

Upon consideration and award of bid and receipt of the required Insurance documents, the Wyoming Department of Transportation will issue a purchase order and written notice to proceed. Work is not to be started until the notice to proceed is issued.

11. **PAYMENT**

Contractor will be required to submit an invoice or signed payment voucher once a month to the Project Representative. Invoices need to be received prior to the 20th of each month. Payment will be once a month provided all the terms and conditions of this contract have been met by the contractor.

12. **PRE-BID INSPECTION**

All interested bidders shall be **REQUIRED** to attend a **MANDATORY** Pre-Bid Inspection and Conference at **10:00 A.M., Mountain Time on Wednesday, July 8, 2026**, at the following location:

The Shoshoni Office Building
820 East 2nd Highway 20-26
Shoshoni, Wyoming

13. **PROJECT REPRESENTATIVE**

This contract shall be supervised by a Project Representative. All approvals and directions called for during the life of this contract shall come from the Project Representative listed below:

Chase Hood
Crew Leader
Wyoming Department of Transportation
Shoshoni, Wyoming
Office No.: (307) 876-2436
Cell No.: (307) 851-3510
E-Mail Address: chase.hood@wyo.gov

Clint Huckfeldt
Area Crew Supervisor
Wyoming Department of Transportation
Thermopolis, Wyoming
Office No.: (307) 864-6107
Cell No.: (307) 851-3510
E-Mail Address: clinton.huckfeldt@wyo.gov

Dalen Davis
District Facility Coordinator
Wyoming Department of Transportation
Basin, Wyoming
Office No.: (307) 568-3422
Cell No.: (307) 431-2346
E-Mail Address: dalen.davis@wyo.gov

14. **PROPOSAL CONSIDERATION**

All proposals submitted shall include all WYDOT proposal pages, the certification of nondiscrimination and the sub-contractors list (if no sub-contractors are to be used, please indicate on the sub-contractors list attached and submit this form with bid). Any proposals submitted on anything other than WYDOT proposal forms will not be considered.

15. **SUBLETTING OF CONTRACT**

The contractor is responsible for completion of the work as specified; no subcontract releases the contractor from contract obligations. The contractor shall not enter into any subcontracts for any of the work contemplated under this contract without prior written authorization of the Department.

A "Request to Subcontract" form for each subcontract request must be signed and submitted to the Procurement Services office for approval before the start of subcontracted work. It is the Contractor's responsibility to ensure that its subcontractors meet these insurance requirements. The Agency has the right to review the insurance certificates of any and all subcontractors used by the Contractor.

Subcontractor's are not allowed to work until the department has approved the subcontract. Work performed without an approved subcontract will be designated as unacceptable work. The Project Representative will suspend work by a subcontractor without an approved subcontract.

16. WORK REQUIREMENTS

All the following items must be accomplished at the stated minimum intervals. If no minimum interval is given then the items must be accomplished so as to maintain, at a minimum, a clean, neat and pleasing area. The Wyoming Department of Transportation (hereafter "Department") will have a Project Representative for the Shoshoni Office Building that will determine acceptability of maintenance service provided by the contractor. The Project Representative is given authority to change the stated intervals to provide the clean, neat, and pleasing area intended by this proposal.

During the performance of this contract, the Contractor is advised and agrees to conduct work in a workmanlike manner, and to maintain all state owned, leased, rented property, work areas and work environments free of personal or non-job related equipment, personnel, property, or contraband of any and all kind whatsoever.

- 16.1 The following is a chart of Janitorial Cleaning Duties. When duties are specified to be accomplished at a given rate per time period (i.e. 2 times/week or 6 times/year) the duties shall be accomplished at evenly spaced intervals throughout that time period or as specified by the Project Representative.
- 16.2 All cleaning shall be done before 6:30 A.M. or after 4:00 P.M. on weekdays or anytime on the weekends.
- 16.3 The Contractor shall be required to respond to a monthly electronic check-in (google form) to certify the completion of the various aspects of the work.
- 16.4 No minors will be allowed in the Shoshoni Office Building during cleaning operations.

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**WYOMING DEPARTMENT OF TRANSPORTATION
JANITORIAL MAINTENANCE AT THE SHOSHONI OFFICE BUILDING**

**June 15, 2026
Bid No. 26-211RC**

16.5 JANITORIAL CLEANING OPERATIONS

| <u>ITEM</u> | <u>OPERATIONS</u> | <u>TWICE/WEEK</u> | <u>MONTHLY</u> | <u>TIMES/YEAR</u> |
|---|-------------------------|-------------------|----------------|-------------------|
| Tile Floors | Damp Mop | X | | |
| | Buff | X | | |
| | Remove Heel Marks | X | | |
| | Clean Grout Joins | | | 2 |
| Desks and Tables | Clean glass tops | X | | |
| | Dust | X | | |
| | Wash | | X | |
| | Remove coffee stains | X | | |
| File Cabinets, chairs, bookcases, window sills, lockers | Dust | X | | |
| | Wash | | | 4 |
| Ledges (doors and baseboards) | Dust | X | | |
| | Wash | | | 6 |
| Wastebaskets | Empty and Clean | X | | |
| Clocks and Wall Pictures | Dust | X | | |
| Toilets, Urinals, Service Fixtures, Water Fountains | Clean with disinfectant | X | | |
| Toilet Partitions | Clean with disinfectant | X | | |
| Dispensers | Check and Fill | X | | |
| Windows Inside and Out | Wash | | | 4 |
| Telephones | Clean and Disinfect | X | | |
| Copier | Dust | X | | |
| Venetian Blinds | Dust and Wash | | | 4 |
| Walls (Painted) | Wash | | | 2 |
| Light Fixtures | Clean and Wash | | | 2 |
| TV | Dust | X | | |
| Floor Rugs | Vacuum | X | | |

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17. EQUIPMENT REQUIRED

The contractor agrees to furnish and maintain, at their own expense, all necessary equipment and labor for the completion of the work covered in this Bid, this includes all cleaning supplies. The contractor must also have a telephone so contact can be made as necessary by the Project Representative. The Department will furnish toilet tissue and paper towels. All cleaning chemicals being used must be EPA approved. A list of all cleaning chemicals and Materials Safety Data Sheets (MSDS) will be provided to the Project Representative.

The Department will furnish toilet tissue, soap, trash can liners, and paper towels.

18. LIVING QUARTERS

There are no living quarters at the Shoshoni Office Building.

QUALIFICATION OF BIDDERS

A bidder, in submitting a Proposal, thereby represents that he is fully qualified, properly licensed, staffed and equipped to properly perform the work in accordance with all applicable laws and local ordinances having jurisdiction.

Questions concerning this Invitation to Bid should be posted to Public Purchase.

Bid Results will be posted on WYDOT's website at the following web address:
http://www.dot.state.wy.us/home/business_with_wydot/purchasing/bid_results.html

Darin J. Westby, P.E.
Director

Nicholas Gronski
By:
Nicholas Gronski
Procurement Services Manager

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**WYOMING DEPARTMENT OF TRANSPORTATION
JANITORIAL MAINTENANCE AT THE SHOSHONI OFFICE BUILDING**

**June 15, 2026
Bid No. 26-211RC**

**WYOMING DEPARTMENT OF TRANSPORTATION
PROCUREMENT SERVICES
PROPOSAL**

We the undersigned agree to furnish **JANITORIAL MAINTENANCE AT THE SHOSHONI OFFICE BUILDING**, in accordance with the Invitation to Bid and Special Provisions dated June 15, 2026, in consideration of the prices set forth in the schedule below.

| ITEM | UNIT | ESTIMATED QUANTITY | UNIT PRICE (MONTHLY) | AMOUNT (ANNUAL) |
|------------------------|--------|--------------------|----------------------|-----------------|
| JANITORIAL MAINTENANCE | MONTHS | 12 | | |

MANDATORY PRE-BID INSPECTION

MANDATORY PRE-BID INSPECTION WAS ATTENDED BY: _____

ADDENDA ACKNOWLEDGEMENT

ADDENDA, DATED _____, WAS RECEIVED BY _____

ON _____.

(NAME OF BIDDER)

(ADDRESS)

**WYOMING DEPARTMENT OF TRANSPORTATION
JANITORIAL MAINTENANCE AT THE SHOSHONI OFFICE BUILDING**

**June 15, 2026
Bid No. 26-211RC**

1. In compliance with the above and subject to all conditions hereof, the undersigned agrees that if this bid is accepted by the Wyoming Department of Transportation, to furnish the service upon which prices are quoted, at the price set forth on this Proposal.
2. The undersigned hereby acknowledges that they have read and understand the terms and conditions as stated, and agrees to be bound by them. No modification or deletion of, or addition to these terms and conditions shall be binding to either party unless made in writing and signed by an authorized representative of both parties, prior to consideration of award.
3. The undersigned certifies that they have carefully examined the Invitation to Bid, Special Provisions and Specifications covering the services included in this Proposal and understands the conditions under which the service is to be completed.

TERMS: NET 45 (Wyoming Statute § 16-6-60)

The undersigned hereby covenants and agrees that they are the only person interested in this Proposal and this Proposal is made without collusion with any other firm or corporation.

The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Wyoming laws.

7. The undersigned certifies and agrees to the Wyoming Department of Transportation's Disclaimer as published on the Public Purchase website, and attached with the bid notification.
8. Do you claim preference as a Wyoming Resident Bidder as specified in Wyoming State Statutes 16-6-101 through 16-6-121 or 16-6-301? YES _____ NO _____ (if yes, provide Certificate of Residency)
9. By signing below, the participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency in accordance with 2 CFR 200 and 2 CFR Part 180.

(NAME OF BIDDER)

(P.O. BOX/ STREET ADDRESS)

(TELEPHONE NUMBER)

(CITY, STATE AND ZIP CODE)

(AUTHORIZED REPRESENTATIVE)

(AUTHORIZED SIGNATURE)

(E-MAIL ADDRESS)

(DATE)

SUPPLEMENTARY DOCUMENT
FOR
CERTIFICATION OF NON-DISCRIMINATION

The bidder hereby certifies that all persons employed by their firm, their affiliates, subsidiaries, or holding companies are treated equally by their firm without regard to or because of race, religion, ancestry, national origin, or sex as required by Federal and State anti-discrimination laws. The bidder further certifies and agrees that it will deal with sub-contractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Violation of this certification may constitute a material breach of contract upon which the Wyoming Department of Transportation may determine to cancel, terminate, or suspend the contract as per the provisions of the State of Wyoming Executive Department, Executive Order 1976-6.

SAMPLE

(Firm)

BY _____

(TITLE)

DATE: _____

WYOMING DEPARTMENT OF TRANSPORTATION
SUB-CONTRACTORS LIST

IF NO SUB-CONTRACTORS WILL BE USED, PLEASE CHECK THIS BOX ☐

PLEASE PRINT

DOLLAR
AMOUNT

SAMPLE