AGREEMENT TO PROVIDE AND INSTALL PLAYGROUND EQUIPMENT AT NORTH CLEAR CREEK PARK

between

LARAMIE COUNTY, WYOMING and GREAT WESTERN INSTALLATION.

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and Great Western Installation, 975 S. State Hwy 89, Logan, UT 84321 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide and install playground equipment at North Clear Creek Park as listed in the RFP, hereto attached as Exhibit A, issued by the Laramie County

III. 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 force until the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement.

IV. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the Proposal attached hereto as Exhibit B, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$201,221.53 (revised bid spec), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. 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).

V. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide all materials, labor, and necessary tools and supervision for the purchase and installation of the playground. Specifications for the scope of work can be found in Exhibit A.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the construction. CONTRACTOR will work with COUNTY as needed in accordance with such individuals or curriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for

purposes including but not limited to audit, examination, excerpts, and transcriptions.

VI. GENERAL PROVISIONS

- A. <u>Independent Contractor:</u> The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.
- B. <u>Preference-Wyoming Labor:</u> Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S.§16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S.§16-6-201 et seq.
- C. <u>Termination:</u> This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.
- D. <u>Entire Agreement:</u> This Agreement (5 pages), and the attached RFP (15 pages) and the attached Proposal (11 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.
- E. <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.
- F. <u>Modification:</u> This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- G. <u>Invalidity:</u> If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.
- H. <u>Applicable Law and Venue:</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 dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing

provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

- I. <u>Contingencies:</u> CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
- J. <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.
- K. <u>ADA Compliance:</u> All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.
- L. <u>Governmental/Sovereign Immunity:</u> COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- M. <u>Indemnification:</u> To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.
- N. <u>Third Parties:</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 the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
- O. <u>Conflict of Interest:</u> COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.
- P. <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.

- Q. <u>Limitation on Payment:</u> COUNTY'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 COUNTY at the end of the period for which funds are available. COUNTY 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 COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY 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 COUNTY to terminate this Agreement in order to acquire similar services from another party.
- R. <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 personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- S. <u>Compliance with Law:</u> CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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AGREEMENT TO PROVIDE AND INSTALL PLAYGROUND EQUIPMENT AT NORTH CLEAR CREEK PARK

between

LARAMIE COUNTY, WYOMING and GREAT WESTERN INSTALLATION.

LARAMIE COUNTY, WYOMING	
By:Chairman Laramie County Commissioners	Date
ATTEST:	
By:	Date
CONTRACTOR: GREAT WESTERN INSTALLATION	
By:Name: Title:	Date2/24/25
This Agreement is effective the date of the last signature affixed	ed to this page.
REVIEWED AND APPROVED AS TO FORM ONLY:	
By: Laramie County Attorney's Office	

Bid Tabulation North Clear Creek Park Playground Monday December 9, 2024 at 2:05pm

					Insurance and	
<u>Bidder</u> <u>Sam.gov Registration</u>		Meets Specifications	<u>Schedule</u>	Past Performance	<u>Bond</u>	<u>Bid Price</u>
Star Playgrounds Littleton, Colorado	Can not find in Sam.Gov	Yes	Not mentioned	County has not worked with vendor		Option One: \$84,470.00 Option Two: \$145,918.00
Great Western Recreation Logan, Utah	Recreation 29-Jul-25		Yes Not wor		Good past Al \$ srelationships \$ \$1	
Lucky Dog Recreation Clearfield, Utah	6-May-25	Yes	Not mentioned	Good past working relationships		Option One: \$239,550.18 Option Two: \$273,654.70 Alternate 1: \$43,132.30
Dakota Playground Fargo, North Dakota	25-Nov-25	Yes	Form included, but no dates entered.	County has not worked with vendor		Total: \$257,393.00 Alternate 1: \$277,905.00

Bid Tabulation North Clear Creek Park Playground Monday December 9, 2024 at 2:05pm

Churchich Recreation Boulder, Colorado	18-Jan-20	Yes	Not mentioned	Worked in Wyoming, but not in Cheyenne		Total: \$257,553.00 Alternate 1: \$281,456.00
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REQUEST FOR BIDS

For

CLEAR CREEK PARK NORTH PLAYGROUND Closing Date: December 9, 2024, 2:00pm

Laramie County is soliciting competitive sealed proposals from qualified vendors to provide and install playground equipment and turf at Clear Creek Park.

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1.0 PURPOSE & OVERVIEW

Laramie County is soliciting competitive sealed bids from qualified vendors to provide and install playground equipment and turf at Clear Creek Park.

2.0 SCOPE OF SERVICES

Description of Work:

Laramie County in partnership with the Laramie County Recreation Planning and Advisory Board are responsible for Clear Creek Park located at 251 Southwest Drive, Cheyenne, WY 82007. This is a public park with various amenities such as a picnic shelter, restrooms, playground, bicycle playground, corn hole, basketball court and a pickle ball court.

The north section of Clear Creek Park has an outdated playground structure that we wish to remove and replace with new playground equipment and turf surfacing.

Scope of Work:

We are seeking bids for the removal and disposal of existing playground equipment, ground prep work, concrete curbs, subbase for turf surfacing along with the purchase and installation of new playground equipment:

- A. Remove and dispose of existing playground equipment
- B. Prepare ground and subbase for turf surfacing
- C. Provide and install concrete curbs and subbase
- D. Provide and install turf surfacing
- E. Provide and install a play structure for ages 5-12
- F. Provide and install a welcome sign
- G. Applicant will be responsible for providing all equipment, supplies, labor, installation, permits and compliance with standards.

Alternate 1: Provide bid for adding an additional play structure for ages 3-5

Additional Notes:

- Bidders shall visit the site and carefully examine the areas in question as to conditions that may affect proper execution of the work.
- All dimensions and quantities shall be determined or verified by the contractor.
- No claims for extra costs allowed because of lack of full knowledge of the existing conditions unless agreed to in advance with Laramie County or Laramie County's representative.
- A complete bid including all related costs for providing the equipment and supplies as outlined above.
- A. The respondent shall provide the following information for proposed project:

- Delivery of all equipment, supplies and installation as outlined above.
- Provide the removal and disposal of existing playground equipment.
- Enter into a written contract for work with Laramie County.
- Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.
- B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- C. All work provided by the respondent shall be in conformance with local, State and Federal rules and regulations.
- D. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies and procedures, and shall utilize appropriate methods and techniques.
- E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFP Closing Date

Bids must be received by the Laramie County Grants Office, Cheyenne, Wyoming 82001 no later than 2:00 p.m., local time, on December 9, 2024. Bids received after this time will not be considered.

3.2 Delivery of Bids

All proposals shall be sealed and delivered or mailed to (faxes and emails will not be accepted):

Sandra Bay
Laramie County Grants
310 W. 19th Street, Suite 320
Cheyenne, WY 82001

3.3 Pre-bid Information

No pre-bid meeting will be held. Each respondent shall contact Sandra Bay 307-633-4201 or Sandra.bay@laramiecountywy.gov to discuss the bid with the County if needed.

3.4 Public RFP Opening

A public bid opening will take place at 2:05pm on December 9, 2024 at the location listed above. Only the names of the vendors submitting bids will be read aloud at the RFP opening. The bids will be available for inspection during normal business hours (8am-4pm) at the Grants Office within three (3) working days of the closing date, by appointment.

A complete tabulation of bids 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 Laramie County Grants Department in Cheyenne at, (307) 633-4201 at least five (5) days prior to the date.

3.6 Bid Form

- A. See Submittal Requirements for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the proposal form, one marked "ORIGINAL" and TWO (2) marked "COPY". The proposal shall be submitted on an exact copy of the attached proposal form.
- C. An official authorized to legally bind the respondent to all RFP provisions contained herein must sign the bid form.
- D. Terms and conditions differing from those in this RFP may be cause for disqualification of the bid.

3.7 Questions Concerning RFP

Questions concerning any portion of this RFP should be directed in writing to the Laramie County Grants Department named below, who shall be the official point of contact for this RFP. Mark cover page, envelope(s), or subject line "Clear Creek Park Playground." Submit questions to:

Laramie County Grants
Attn: Sandra Bay
310 W. 19th Street, Suite 320
Cheyenne, WY 82001
307-633-4201
sandra.bay@laramiecountywy.gov

3.8 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 the Manager named above. The County 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 the County web site. Respondents in their bid must acknowledge receipts of amendments. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their bid. Please check the Laramie County web site at http://www.laramiecounty.com for any addenda.

3.9 Award

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall bid(s). The County is therefore not bound to accept a bid on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to modify the quantities of product we purchase, to reject any and all bids, 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 the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

3.10 Contract

The contents of this RFP and all provisions of the successful bid deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County 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 the Laramie County Grants Department at (307) 633-4201.

3.11 Disclosure of RFP Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any bid does not affect this right.

3.12 Respondent's Responsibility

A respondent, by submitting a bid represents that:

- A. The respondent has read and understands the RFP in its entirety that and the bid is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a bid, 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 Laramie County upon which the respondent will rely. If the respondent receives an award because of its bid 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 an 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.

3.13 Payment Terms

The County 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.

3.14 Conflict of Interest Disclosure Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.15 Minor Irregularities

The County reserves the right to waive minor irregularities in bids, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County'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.

3.16 Deviations

All bids 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 Bid Form; otherwise, Laramie County will consider the subject bids 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 Laramie County will only consider bids that meet the exact requirements imposed by the General Terms & Conditions; except, however, said bids may not be subject to such rejection where, at the sole discretion of Laramie County, 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 bid such that an advantage or benefit is gained to the detriment of the other respondents.

3.17 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.18 Selection Criteria

Each bid shall be evaluated using the following criteria:

- 1. Proper submittal of ALL documentation as required by this bid
- 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 Laramie County 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

3.19 Termination / Cancellation of Contract

The County 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.

3.20 Incurred Expenses

This RFP does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense, which may be incurred by the respondent in preparing and submitting the bid called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.21 Presentations by Respondents

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County 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 bid package.

3.22 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 the County receives quality services.

3.23 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 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.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the

respondent or personnel furnished by the respondent, without the prior written consent of the County.

3.24 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident, which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

3.25 Bid Acceptance/Rejection

The County reserves the right to accept or reject any or all bids received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any bid, or to accept that bid or bids, which in the judgment of the proper officials, is in the best interest of the County.

3.26 RFP Deposit/Performance Bonds

The successful bidder must within ten (10) days after notification of award or prior to the beginning of the installation, deliver to Laramie County a performance bond for 100% of the accepted proposal price as security for faithful performance of the contract, or other such guarantee as is acceptable.

In the event the successful responder uses an installing subcontractor, Laramie County reserves the right to require the successful responder to provide a 100% Labor and Material Payment Bond.

4.0 SUBMITTAL REQUIREMENTS

Bids shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the bid. Bids shall be organized, and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include at minimum:

Tab 1 – Respondent's Profile

A brief profile of the firm, including:

- 1. A brief history of the company
- 2. Organizational structure
- 3. Ownership interests
- 4. Active business venue (counties, states, etc.)
- 5. Present status and projected corporate direction

6. The firm's overall qualifications to provide a summary of equivalent services as the Scope of Work.

Tab 2 - Completed Bid Form (use attached form)

Tab 3 - References

List at least three (3) recent references where the equivalent projects have been conducted within the past five years.

Tab 4 - Conflict of Interest Disclosure Form

All respondents shall properly complete, have notarized and attach with their bid the attached notarized disclosure statement. The Officers and Significant Stakeholders form shall also be completed and be submitted behind this tab.

Tab 5-Insurance

The vendor must provide all necessary Worker's Compensation Insurance, General Liability Insurance, and Automobile Insurance where applicable, Products Liability Insurance with the Laramie County being included as named/additional insured on the liability insurance policies.

Certificates of Insurance on all such insurance coverage carried by the vendor must be furnished to the Laramie County Sheriff's Office prior to the commencement of any work.

The minimum insurance limits the vendor will provide are as follows:

Type of insurance:

- 1. Workman's Compensation Statutory
- 2. Comprehensive General

\$1,000,000

Liability Insurance

Bodily Injury (BI)

Property Damage (PD) Liability (combined limits)

3. Automobile Liability

\$1,000,000

Liability Insurance

Bodily Injury

Property Damage Liability (combined limits)

Laramie County will be exempt from, and in no way liable for, any sums of money,

which may represent a deductible on the insurance policy. The payment, if any deductible applies, will be the sole responsibility of vendor providing insurance.

Tab 6 - Other Information

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

5.0 DISCLOSURES

The laws of Wyoming require that the contents of all bids 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 bid. The entire bid cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County 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 a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. 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 Laramie County upon terms acceptable to the County. Respondent will be required to be registered in Sam.gov to receive federal ARPA funding as a contractor.

Following the award of the contract, responses to this bid 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. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a bid 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. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of bids, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful bid may be considered public information even though parts are marked confidential.

Bids must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed bid 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.

Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted bids. It is understood that all bids become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these bids, nor is Laramie County 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 bid. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County 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 Laramie County 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 Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in bid 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 Laramie County employee or representative in connection with the procurement.

Sovereign Immunity

Laramie County 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 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, 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 pursuant to any agreement with Laramie County.

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 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 bid shall be considered acceptance to all the terms and conditions provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

BID FORM TO: Sandra Bay, Grants Manager Laramie County Grants Department 310 W. 19th Street, Suite 320 Cheyenne, WY 82001 The undersigned hereby declares that [firm name] have carefully examined the specifications to furnish: Clear Creek Park Playground equipment and installation for Laramie County for which bids were advertised to be received no later than 2:00 p.m., local time, December 9, 2024 and further declare that [firm name] will furnish the said work according to specifications. **Proposed Cost** Total Estimated Cost for Project: \$ Total Estimated Cost for Alternate 1: \$_____ The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable. Have you supplied the Submittal Requirements outlined above? YES NO Laramie County reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the County. I hereby certify that I have read and understand the requirements of this Request for Bids and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this RFP. Company By (Print name) City_____State ZIP_____

Telephone ______ Fax ______

UEI# _____ Fed. I.D. #______

E-Mail Address:

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name)
am the (title)
and the duly authorized representative of the firm of (Firm Name)
whose address is
And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,
This Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.
EXCEPTIONS (List)
Signature:
Printed Name:
Firm Name:
Date:
Sworn to and subscribed before me this day of, 20
Notary Public - State of
My Commission expires
(Printed, typed or stamped commissioned name of Notary Public)

15

Proposal for

Laramie County

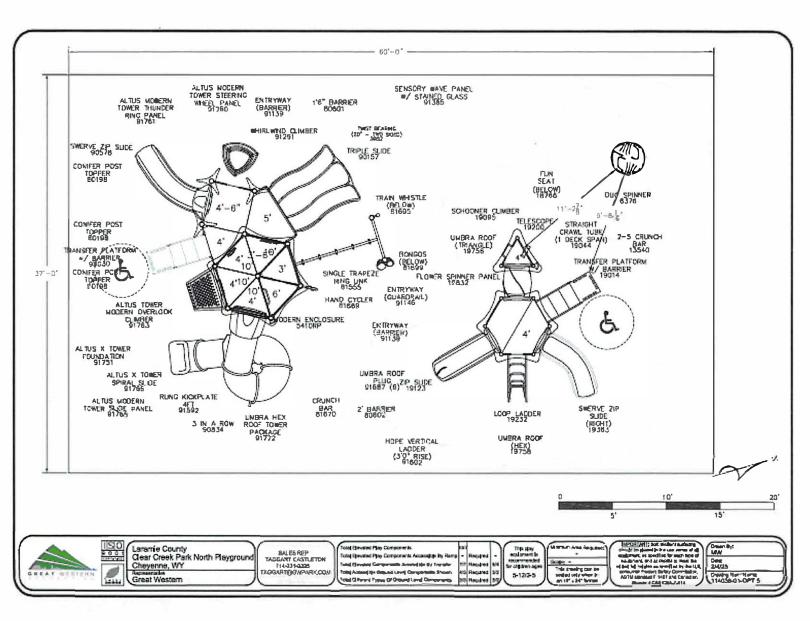
Prepared by



O2-O6-2O25 Job # 114O36-O1

Clear Creek Park North Playground Option 5







Tube Green (5)

Clear Creek Park Playground OPT 5





Palette: Custom

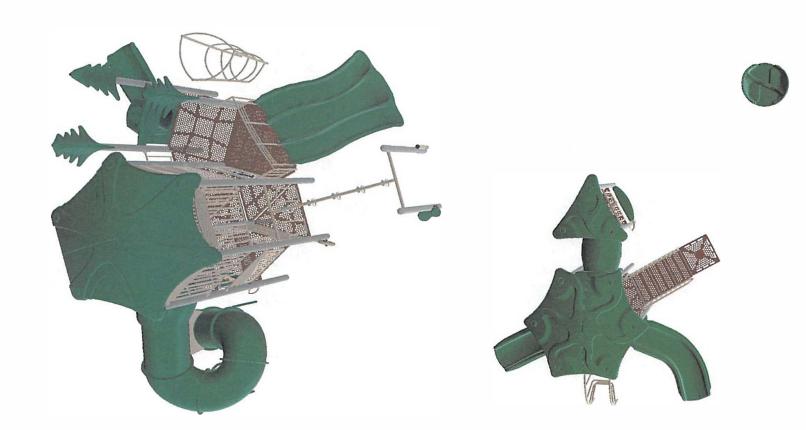














Great Western Installations, Inc 975 S. State Hwy 89 Logan, UT 84321 Cell: 714-331-8895 Office: 435-245-5055 Fax: 435-245-5057 taggart@gwpark.com www.gwpark.com

Clear Creek Park North Playground Option 5

Laramie County Attn: Sandra Bay 251 Southwest Dr Cheyenne, WY 82007 United States

Phone: 307-633-4201

sandra.bay@laramlecountywy.gov

Ship to Zip 82007

aty	Part #	Description	List \$	Seiling \$	Ext. Selling \$
1	RDU	GameTime - Custom 5-12 Play Structure with Tower- Reference Drawing 114036-01-Opt 5	\$104,445.22	\$60,046.16	\$60,046.16
ř.	RDU	GameTime - 2-5 Play Structure- • Reference Drawing 114036-01-Opt 5	\$31,724.67	\$16,028.65	\$16,028.65
1	6376	GameTime - Duo Spinner	\$2,751.00	\$1,980.72	\$1,980.72
1	INSTALL	Other Products 1 - Turf Surfacing- 2220 Sf 6' CFH Regular Wages	\$39,206.00	\$39,206.00	\$39,206.00
1	INSTALL	Other Products 1 - Concrete Curbing- 194 LF Concrete Curbing Regular Wages	\$11,440.00	\$11,440.00	511,440.00
1	INSTALL	Other Products 1 - Excavation- Excavate current pit of surfacing and subbase materials Regular Wages	\$10,355.00	\$10,355.00	\$10,355.00
1	INSTALL	Other Products 1 - Subbase- Provide and Install Subbase for existing pit Regular Wages	\$5,590.00	\$5,590.00	\$5,590.00
1	INSTALL	Other Products 1 - Equipment Installation- Installation of Playground Equipment per drawing #114036-01-OPT 4 Regular Wages	\$44,710.03	\$44,710.00	\$44,710.00
1	BOND	Payment and Performance Sond - Payment and Performance Bond	\$4,050.00	\$4,050.00	\$4,050:00
				Sub Total	\$193,406.53
			Game*	Time Freight	57,815.00
				Total	\$201,221.53



Great Western Installations, Inc. 975 St. State Hwy 89 Logan, UT 84321 Cell: 714-331-8895 Office: 435-245-5055 Fax: 435-245-5057 taggart@gwpark.som

Clear Creek Park North Playground Option 5

Comments

Your Sales Rep is Taggart Castleton. Please reach out to Taggart at 714-331-8895 if you should have any questions regarding this quote.

Due to the votatility of freight costs, the freight pricing is subject to change at the time of order.

www.gwpark.com

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

Shipping to Site Address: 251 Southwest Dr Cheyenne, WY 82007

"Freight charges are based on listed zip code and are subject to change if shipping information changes.

"Deposit may be required.

Permitting not included, unless otherwise noted.

Regular wage



Cell: 714-331-8895 Office: 435-245-5055 Fax: 435-245-5057 taggart@gwpark.com www.gwpark.com





Clear Creek Park North Playground Option 5

ACCEPTANCE OF QUOTATION:

Billing and Shipping information will be as stated on quote unless indicated below.

Change billing information to:		
Address:		
Contact:		
Change shipping information to:		
Address:		
Contact:		
Colors: Per Renderings Yes or No		
Palette		
Per Submittals		
Other Colors, please specify		
Purchase Amount: \$201,221.53		
Signature:	Date:	
Acceptance of this proposal indicates your agreement to t	the terms and conditions stated he	re in .



Great Western Installations, Inc 975 S. State Hwy 89 Logan, UT 84321 Cell: 714-331-8895 Office: 435-245-5055 Fax: 435-245-5057 taggart@gwpark.com www.gwpark.com

Clear Creek Park North Playground Option 5

TERMS & CONDITIONS:

Remittance Address: 975 S. Hwy 89 Logan, UT 84321

- PRICING: Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- PAYMENT TERMS: Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Great Western Recreation or this signed quotation is required for all orders unless otherwise noted. Equipment shall be involced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Great Western unless otherwise directed.
- FINANCE CHARGE: A 1.5% monthly finance charge (or as permitted by law) will be added to invoices over 30 days past due.
- TAXES: Taxes will be shown as a separate line item when included. Any applicable taxes not shown will be added to final invoice. A copy of
 your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.
- MINIMUM ORDER: Our minimum order is \$50 (USD) Any order less than \$5000 requires cash with order or payment by major credit card.
- SHIPMENT: Multiple shipments may be required based on point of origin. Above costs assume one shipment for each vendor quoted.
- DELIVERY: It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery.

INSTALLATION CONDITIONS:

- ACCESS: Site should be clear, level and allow for unrestricted access of trucks and machinery.
- STORAGE: Customer is responsible for providing a secure location to off-load and store the equipment during the installation process.
 Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the guotation.
- FOOTER EXCAVATION: Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any soncealed materials or conditions that may result in additional labor or materials cost.
- UTILITIES: Owner is responsible for locating any private utilities.
- ADDITIONAL COSTS: Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

12/6/2024

Clear Creek Park North Playground

Thank you for providing us with the opportunity to present our proposal for the Clear Creek Park North Playground. We are excited about our proposal and believe that we can meet the needs listed by providing Suitable Equipment. We have reviewed all of the requirements and believe that we will exceed these requirements and your expectations.

Great Western Installations, a Utah corporation, proudly covers the following states. AK, CA, NV, UT, ID, MT, WY

The contact people for our agency that will be involved in this project in the future are as follows:

Tyler Kyriopoulos

Principal Partner / Sales Representative

PH: 800.453.2735 CE: 435.760.5103 EM: tyler@gwpark.com

Sarauna Openshaw Manager of Sales Operations PH: 435.245.5055 EM: sarauna@gwpark.com

Taggart Castleton Sales Representative PH:714.331.8895 EM: taggart@gwpark.com

Madi Roath Project Coordinator Supervisor PH: 435.245.5055 EM: madi@gwpark.com

Thank you again for allowing us to be involved in this process.

Great Western Recreation



BID FORM TO: Sandra Bay, Grants Manager Laramie County Grants Department 310 W. 19 th Street, Suite 320 Cheyenne, WY 82001 The undersigned hereby declares that [firm name] Great Western Recreation
have carefully examined the specifications to furnish: Clear Creek Park Playground equipment
and installation for Laramie County for which bids were advertised to be received no later than
2:00 p.m., local time, December 9, 2024 and further declare that [firm name]
Great Western Recreationwill
furnish the said work according to specifications.
Proposed Cost
Total Estimated Cost for Project: \$ 144757.39
Total Estimated Cost for Alternate 1: \$58795.85
The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.
Have you supplied the Submittal Requirements outlined above? X YES NO
Laramie County reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the County.
I hereby certify that I have read and understand the requirements of this Request for Bids and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this RFP.
Company Great Western Recreation
By LEW & L PAINTER (Print name)
Signature
Address 978 05-89 11 99-21
City Logar State UT ZIP 943ZI
Telephone 435 245 5056 Fax N/A
E-Mail Address: +aggart@yw Dark. com
UEI# N7AKG9 ARP 275 Fed. I.D. # 26- 26 39972



Bondi Park

Sheridan Recreation District

Location: Sheridan, WY
Contact: Alex Mock

Email: alex.mock@sheridanrecreation.com







City Park

City of Casper

Location: Casper, WY
Contact: Randy Norvelle
Email: rnorvelle@casperwy.gov







Dacken Park

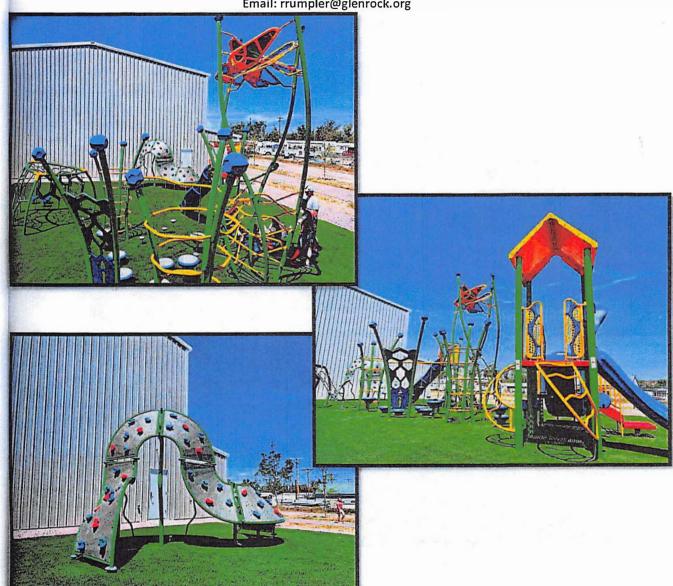
City of Cody
Location: Cody, WY
Contact: Eric Asay
Email: easay@codywy.com





Town Square Park

Location: Glenrock, WY Contact: Randy Rumpler Email: rrumpler@glenrock.org



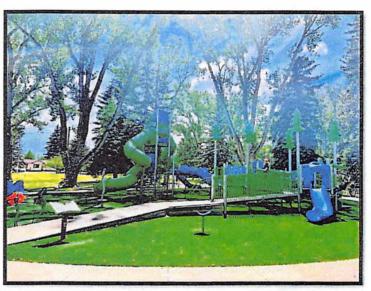


Washington Park

City of Laramie
Location: Laramie, WY
Contact: Todd Feezer

Email: tfeezer@cityoflaramie.org







CONFLICT OF INTEREST & DISCLOSURE FORM

CONTRICT OF INTERNATION AS PROCESSION OF CONTRICT
I HEREBY CERTIFY that
1 (printed name) LEWIS L PAINTER
am the (title) VICE PIECE POLITICAL
and the duly authorized representative of the firm of (Firm Name) Great Western Recreation
whose address is 975 US-89, Logan, UT 94321
And I possess the legal authority to make this affidavit on behalf of myself and the firm for
which I am acting; and,
Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,
This Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.
EXCEPTIONS (List)
Signature:
Printed Name: PRINTER
Firm Name: (2) rest Western Recreation
Date: 12/6/ 2024
Date. 1-101 LOCI
Sworn to and subscribed before me this
Notary Public - State of 1 1 tall
My Commission expires \2\27\25
Sarauna Openshaw Nolary Public (Printed, typed or stamped commissioned name of Notary Public) Sarauna Openshaw Nolary Public State Of Utah My Commission Expires 12/27/2025 722150



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT NAME: ROOUCER Amber B Garner PHONE (A/C. No. Ext): E-MAIL ADDRESS: (A/C, No): 435-752-2465 435-752-0101 Quality 1st Insurance Agency, Inc. 2129 N Main St, Suite A amber@q1ins.com North Logan, UT 84341 INSURER(S) AFFORDING COVERAGE NAIC # Scottsdale Insurance Company ISURED 32700 Auto Owners Insurance Company GREAT WESTERN INSTALLATIONS, INC. Scottsdale Insurance Company 41297 PO BOX 97 Farmington Casualty Company WELLSVILLE, UT 84339-0097 Ace Fire

COVERAGES

CERTIFICATE NUMBER: 00000000-2070703

REVISION NUMBER: 108

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD NODICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS							
A	X COMMERCIAL GENERAL LIABILITY		CPS3039548	04/09/2018	04/09/2019	EACH OCCURRENCE	s	2,000,000					
Н	CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence)	s	100,000					
						MED EXP (Any one person)	s	5,000					
						PERSONAL & ADV INJURY	s	2,000,000					
	GENTL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s	2,000,000					
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$	2,000,000					
	OTHER:						\$						
В	AUTOMOBILE LIABILITY		4663077201	10/10/2017	10/10/2018	CIOMBINED SINGLE LIMIT (Exaccident)	\$	1,000,000					
	ANY AUTO					BODILY INJURY (Per person)	\$						
	OWNED X SCHEDULED AUTOS					BODILY INJURY (Per accident)	S						
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	s						
	The second secon						\$						
C	UMBRELLA LIAB OCCUR		CXS0007319	04/09/2018	04/09/2019	EACH OCCURRENCE	s	1,000,000					
	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	s	1,000,000					
T	DED RETENTIONS						s						
D	WORKERS COMPENSATION		IJUB-3126M11-8-17	05/05/2017	05/05/2018	X PER OTH-							
	ANY PROPRIETOR/PARTNER/EXECUTIVE				IIA	N/A					E.L. EACH ACCIDENT	s	1,000,000
ij.	OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A											
H	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s	1,000,000					
Ε	Professional Liab.		EO79420Q2017	12/06/2017	12/06/2018			1mil/2mil					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bidding Purposes

ERTIFICATE HOLDER	CANCELLATIO

Great Western Installations, Inc. PO Box 97 Wellsville, UT 84339 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ABG)

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Great Western Installations Background

In 1969, the same year Neil Armstrong made his historic first steps on the surface of the moon, Rich Boyce was beginning an adventure on Earth. He founded Boyce Recreation in Wellsville, Utah, and became the exclusive representative for GameTime in Utah and Wyoming. He continued exploring the world of play and recreation by expanding into Montana and Idaho, and later into Nevada.

In 1992, Steve Kyriopoulos, a former Parks Director for the City of Logan, Utah, began working with Rich. In 1999, Rich turned over the day-to-day operations to Steve. The company took on a new name - Great Western Park and Playground, Inc. In 2004, Steve looked westward and took steps to expand and provide park and playground products to the people of Southern California.

In 2016, Great Western took another step in its journey. Steve handed the controls to his son Tyler Kyriopoulos and Lewis Painter. Tyler and Lewis wanted to expand both the geographical reach and the services of the company and rebranded as Great Western Recreation (GWR). In 2020, GWR expanded operations into Washington and Alaska, bringing the total number of states we serve to eight.

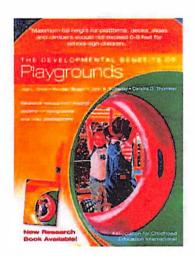
GWR continues to be the exclusive representative for GameTime, as we have for more than 50 years. GameTime is a leading manufacturer of commercial playground equipment for nearly a century. GWR also represents many complementary lines of commercial park equipment, including shelters, shades, site amenities, splash pads, bleachers, outdoor fitness equipment, athletic equipment, outdoor musical equipment, dog park elements, and more. We combine a comprehensive product portfolio with full turnkey services from initial design to field installation.

Our team includes eight full-time CAD designers, as well as a trained crew of rendering specialists, replacement specialists, order entry, customer service, and accounting specialists. We also employ ten CPSI-certified territory managers within our company who stay up-to-date with the guidelines from ASTM, CPSC, ADA, and IPEMA.

After 55 years, Great Western Recreation is more prepared than ever to provide the highest level of customer service, high-quality products, and a complete solution for all of your recreation projects. Let's embark on a journey together, and build amazing places where people love to play.

Statement of Qualifications

Everyone has completed a project and then wished they had included something or done a part of the project a little bit different. With GameTime you get the right design every time. You may wonder how are we able to complete projects without having to second-guess our design. Game Time has invested and collaborated in quality third party research in different areas of discipline. Therefore, no matter if you are designing a Universal Access playground or a Nature Ground you can have the confidence that our design philosophies are backed by independent research by experts in their field.

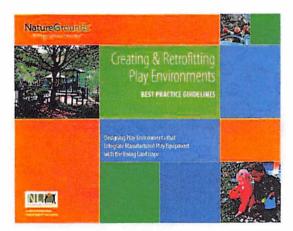




Putting nature into play









Our Research is often imitated by others but never Duplicated. We are committed to a higher standard for the children in our communities.











Firm Qualifications

Great Western Staff Statement of Qualifications

Great Western Recreation has been covering Wyoming since 1964. Our fully trained administrative staff consists of seven full-time CAD designers as well as additional team members in order entry, customer service, and accounting. We have 7 National Playground Safety Institute inspectors within our company who remain up-to-date with the guidelines from ASTM, CPSC, ADA, and IPEMA. We only sell the highest quality safest products found worldwide.

Taggart Castleton – Taggart will be the lead representative for your account. Taggart has been with Great Western Recreation for 11 years first as a CAD designer and later as a Sales Representative. This career path has made Taggart an expert at the design level for playground and park projects. He has helped coordinate hundreds of park and playground projects over the course of his career and has demonstrated the ability to coordinate large and small projects quickly and efficiently. Taggart has a bachelor's degree from Boise State University in Communications. He will act as the point person on all projects for your organization.

GameTime Playground components are IPEMA Certified. IPEMA certifications are available on the IPEMA website or by request to Great Western.



GREAT WESTERN RECREATION LLC

Unique Entity ID

CAGE / NCAGE

Purpose of Registration

KLRBSCB1PKS5

7WG94

All Awards

Registration Status **Active Registration**

Expiration Date Jul 29, 2025

Physical Address

Mailing Address 975 South HWY 89-91

975 S Highway 89 Logan, Utah 84321-5441

Logan, Utah 84321

United States

United States

Business Information

Division Name

(blank)

Great Western Recreation, Lic

Division Number (blank)

Congressional District

Doing Business as

URL

Utah 01

State / Country of Incorporation

Utah / United States

www.gwpark.com

Registration Dates

Activation Date Jul 30, 2024

Submission Date

Initial Registration Date Jun 13, 2017

Jul 29, 2024

Entity Dates

Entity Start Date

Fiscal Year End Close Date

Jun 30, 2015

Dec 31

Immediate Owner

CAGE (blank) Legal Business Name

(blank)

Highest Level Owner

CAGE (blank) Legal Business Name

(blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

Corporate Entity (Not Tax Exempt)

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Entity Type

Business or Organization

Organization Factors Limited Liability Company

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information	
Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT indicator 0000	CAGE Code 7WG94
Points of Contact	
Electronic Business	
2. Lewis L Painter, Owner	975 South HWY 89-91 Logan, Utah 84321 United States
Government Business	
2. Lewis L Painter, Owner	975 South HWY 89-91 Logan, Utah 84321 United States

Service Classifications

NAICS Codes

Primary

NAICS Codes

Yes 423910

NAICS Title

Sporting And Recreational Goods And Supplies Merchant

Wholesalers

337127

Institutional Furniture Manufacturing

713990

All Other Amusement And Recreation Industries

Product and Service Codes

PSC

PSC Name

7830

Recreational And Gymnastic Equipment

Disaster Response

This entity does not appear in the disaster response registry.