

**AGREEMENT FOR A PICNIC SHELTER TO BE INSTALLED AT ARCHER FOR THE  
LARAMIE COUNTY EVENTS DEPARTMENT**

**between**

**LARAMIE COUNTY, WYOMING and GREAT WESTERN INSTALLATIONS.**

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 Installations, 975 S. State Hwy 89, Logan, UT 84321 ("CONTRACTOR").

**I. PURPOSE**

The CONTRACTOR is to provide and install a 60'x30' gable style picnic shelter with a 4" concrete pad (picnic shelter) as requested in the RFP issued by the Laramie County.

**II. TERM**

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in force until the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement.

**III. PAYMENT**

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the "Request for Proposals" (RFP) attached hereto as Exhibit A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$126,695.78 (bid plus bond), 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). This project is being paid for with Federal ARPA Funds (ALN #21.027).

**IV. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall provide a 60' by 30' gable style picnic shelter, installed with a 4" concrete pad poured beneath the shelter, with 12" thickened perimeter, connecting to the adjacent sidewalk, full pad to measure 30' by 75' as outlined in Exhibit A.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase, delivery and installation, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or carriers 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.

## V. GENERAL PROVISIONS

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

B. Entire Agreement: This Agreement (5 pages), and the attached RFP (15 pages) and the attached Proposal (31 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.

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

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

E. Invalidity: 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.

F. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to 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.

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

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

I. ADA Compliance: 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.

J. Governmental/Sovereign Immunity: 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.

K. Indemnification: 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.

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

M. Conflict of Interest: 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.

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

O. Limitation on Payment: 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.

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

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

*The remainder of this page is intentionally left blank.*

AGREEMENT FOR A PICNIC SHELTER TO BE INSTALLED AT ARCHER FOR THE  
LARAMIE COUNTY EVENTS DEPARTMENT

between

LARAMIE COUNTY, WYOMING and GREAT WESTERN INSTALLATIONS.

Signature Page

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:


By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

CONTRACTOR: GREAT WESTERN INSTALLATIONS

By:  \_\_\_\_\_ Date 4/7/2023  
Name: Sarauna Openshaw  
Title: Manager of Sales Operations

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_ Date 4.7.23  
Laramie County Attorney's Office

Bid Tabulation Events Picnic Shelter  
Thursday March 30, 2023 at 2:15pm

<u>Bidder</u>	<u>Registered in Sam.gov</u>	<u>Experience</u>	<u>Meets Specifications</u>	<u>Schedule</u>	<u>Past Performance</u>	<u>Insurance and Bond</u>	<u>Bid Price</u>
Wyoming Pole Barns	No	Good	Yes, 30' x 60' x 10' Pavillion style	Not provided	County has not worked with vendor.	Will be required	\$49,875.00
Recco (Five-R Co.)	Yes, Expires 5/19/23	Good	Yes, 30' x 60' x 10'	Not provided	Good, no issues	Will be required	\$125,000.00
Great Western Installations/Recreation	Yes, Expires 5/14/23	Good	Yes, 30'x60' Steel Gable Shelter	Not provided	County has not worked with vendor.	Will be required	\$123,775.78
Go Play	Yes, Expires 5/15/24	Good	Yes, 30'x60' Gable end shelter	Not provided	County has not worked with vendor.	Will be required	\$137,028.00
LuckyDog Recreation	Yes, Expires 11/28/23	Good	Yes, 30'x60' all steel shelter	Not provided	Good, no issues	Will be required	\$168,939.00

Proposal for  
Laramie County Events Department

Prepared by



03-23-2023  
Job # 109000-01

Picnic Shelter







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

03/21/2023  
 Quote #  
 109000-01-01

## Picnic Shelter

Laramie County Events Department  
 Attn: Dan Ange  
 3801 Archer Parkway  
 Cheyenne, WY 82009  
 Phone: 307-633-4670  
 dange@laramiecounty.com

Ship to Zip 82009

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	TS-G3060-04	RCP - 30' x 60' Steel Gable Shelter- Freight Included INCLUDED • WY Cert Drawings: includes standard RCP foundation design • Frame: powder coated tube steel • Roof Deck: 24-ga. exposed fastener Mega-Rib • Hardware: all required fasteners • Eave Height: 8'-0" ± • Roof pitch: 4:12 • Delivery: to an accessible site Add \$1,410 for plate steel templates, HDG anchor bolts: F1554-36 w/ washer & nuts. Add \$1,421 fir electrical cutouts	\$64,094.00	\$55,761.78	\$55,761.78
1	INSTALL	Install - Install 30' x 60' Steel Shelter- Non-Prevailing Wages	\$34,645.00	\$34,645.00	\$34,645.00
1	INSTALL	Install - Install 30' x 75' 4" Concrete Slab- Non-Prevailing Wages	\$33,369.00	\$33,369.00	\$33,369.00
				<b>Sub Total</b>	<b>\$123,775.78</b>
				<b>Total</b>	<b>\$123,775.78</b>

### 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 volatility of freight costs, the freight pricing is subject to change at the time of order.

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

\*\*\*OPTIONAL-To include a Payment and Performance Bond, please add \$2,920.00 plus tax if applicable.

Shipping to site:  
 3801 Archer Pkwy  
 Cheyenne, WY 82009

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

\*Deposit may be required.

Customer is responsible for offloading.

Non-Prevailing Wages

DIR #1000028191 CSLB #929912 B & C61/D34





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

03/21/2023  
Quote #  
109000-01-01

## Picnic Shelter

### 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 invoiced 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 quotation.
- **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 concealed 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.

### ACCEPTANCE OF QUOTATION:

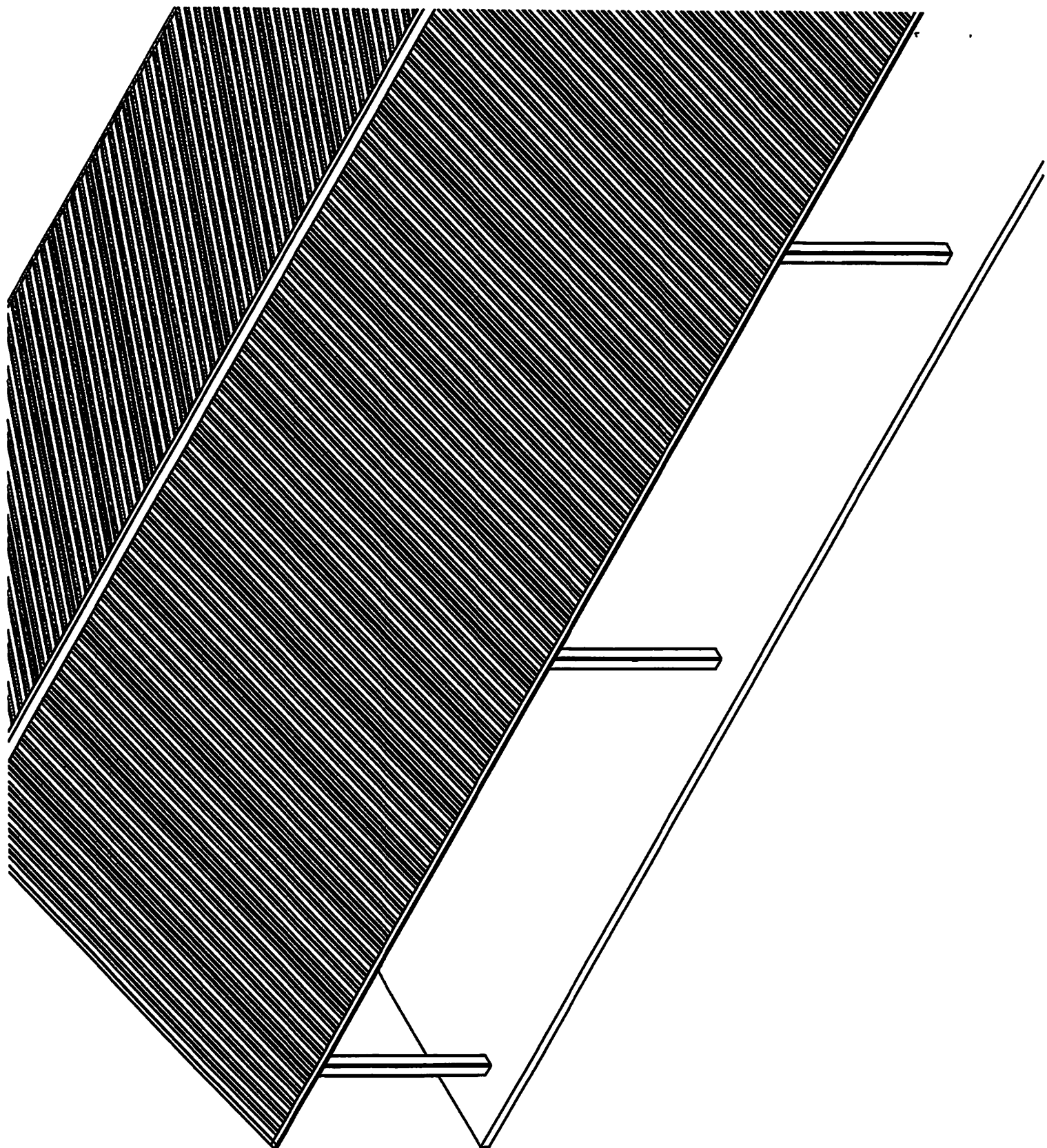
Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

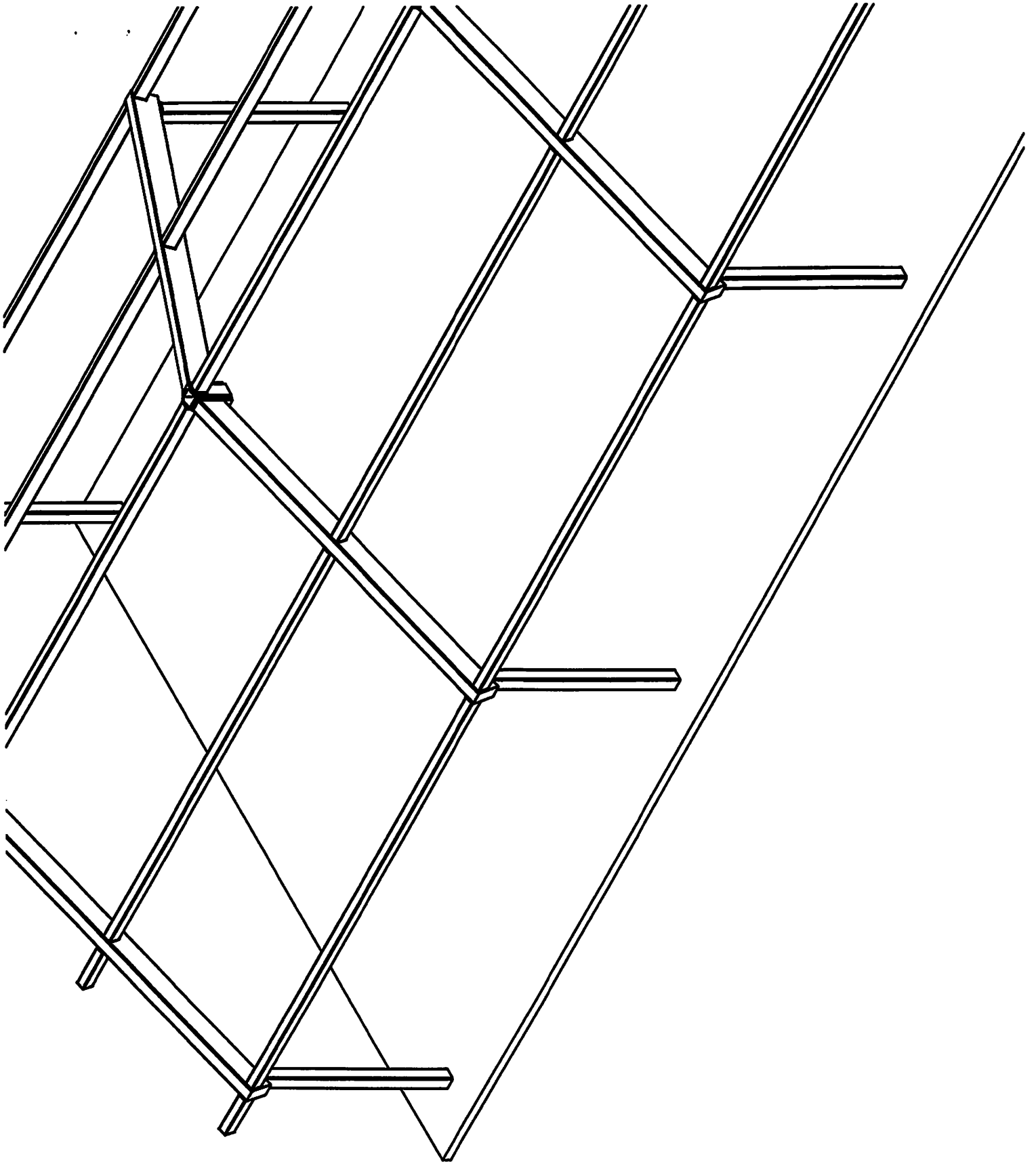
Purchase Amount: \$123,775.78

Date: \_\_\_\_\_

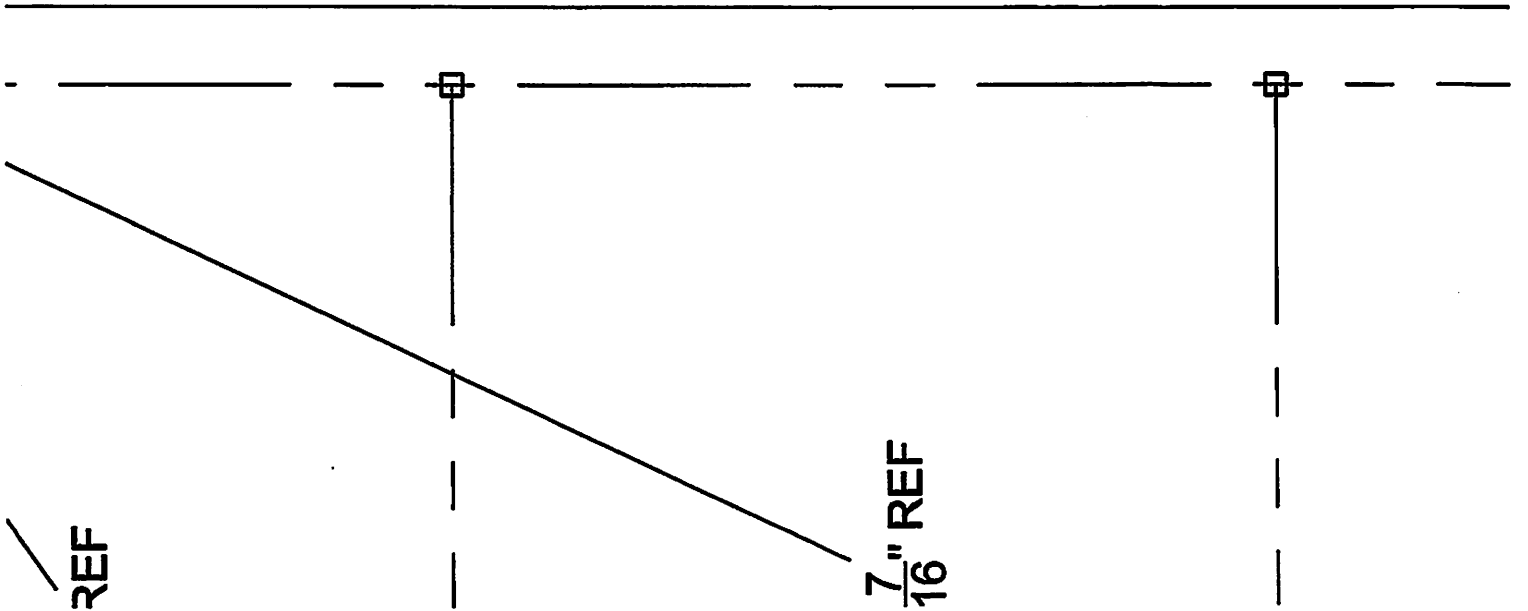
\_\_\_\_\_  
Signature

Please fill out this [ORDER FORM](#), this is required to process the order.

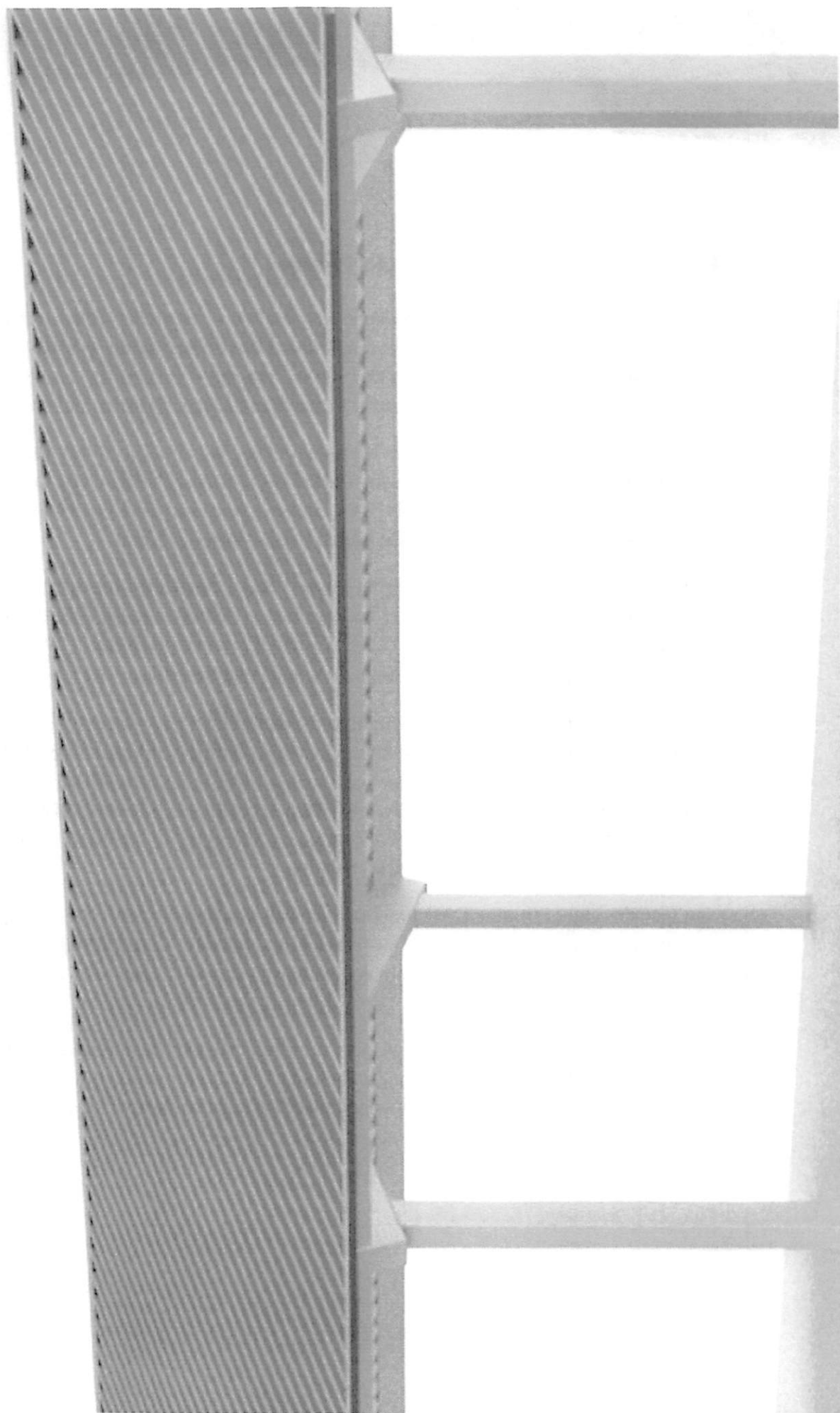




REF



7/16 REF







## Great Western Recreation 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 50 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.

## Great Western Installations Project Team



Tyler Kyriopoulos  
Sales Representative/Owner

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Tyler has been with Great Western Recreation since 1997, first as an installer and later as a Sales Representative and principal owner. This career path has made Tyler an expert at the construction level, as well as the design level, for playground projects. He has become one of the nation's leading representatives for both Game Time, as well as Great Western Recreation. He coordinates hundreds of park and playground projects over the course of his career and demonstrates the ability to coordinate large and small projects quickly and efficiently. Tyler recently completed two All-Inclusive Play Spaces in similar size and scope at Canyon Country Park for the City of Santa Clarita and at Joy Playground for the City of Atascadero.



Lewis Painter  
Design Lead/Owner

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Lewis has been with Great Western Recreation since 1998. He has been working in the construction and design of play & recreation spaces for over 25 years. This foundation of knowledge and experience in building and designing has created a persistent focus on creating positive solutions allowing proactive avenues to achieve your project goals. This philosophy consistently yields positive outcomes for projects of any scale. Vast years of design experience foster forward-thinking and cutting-edge design innovation. Forward-leaning designs tempered with a foundation of construction knowledge and expertise allow him to guide each project to achieve its true potential. Creating positive outcomes instills a deep sense of pride in each project we work on! Although projects vary greatly, I pursue the same exceptional quality in each project. Integration of 25 years of experience brings a strength of knowledge and best practices ensuring the value and quality for you and those you serve in the community. The creativity of designs ensures we meet the unique nature of the needs and criteria of your project.





## Jenny Rogers

### Human Resources

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Jenny joined the Great Western Recreation team in March 2022. She brought with her nearly 20 years of retail experience in multi-state management, identifying shrink, Human Resources, and leadership development, with an extensive understanding and ability to develop policies and procedures. Jenny obtained her bachelor's degree at Boise State University in criminal justice with a minor in business management. When not at work, Jenny hikes the national parks and enjoys watersports with her husband and children. She is excited to work for a company that encourages development and growth through outdoor experiences.



## Sarauna Openshaw

### Manager of Sales Operations

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Sarauna started at Great Western Recreation in 2016 as a Project Coordinator. She served as Rendering and Lumion specialist and order entry backup for 3 years before moving to Manager of Sales Operations. She brings with her experience in project and office management as well as accounting. Sarauna has been trained on GameTime's specialty CAD program, Lumion, Sketchup, 3DS Max, and Premier Pro as well as CRM for quoting and ordering. She has created and implemented several new processes to improve the consistency and accuracy of orders being placed.



## Tanner Stephens

### Construction Manager

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Tanner Stephens started as Construction Manager at Great Western Recreation in 2023! He is a Business graduate from Weber State University in Utah with an emphasis in Business Administration, Management Information Systems, and Entrepreneurship. With over 8 years of experience in the construction industry, he has overseen projects from several multifunctional administrative roles as well as personally completed projects as a Licensed General Contractor.

## Taggart Castleton Sales Representative

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Taggart started his career with Great Western Recreation in 2007, 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.

## Milisa Guthrie - Accountant

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Milisa joined Great Western in 2018 as the Accountant. In this role, she leads all financial matters including accounting, reporting and cash management. Milisa spent more than eight years in accounting and management function for various organizations in the Logan, UT area.

## RJay Ward – AR Accountant

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After spending 16 years in the restaurant industry RJay decided to make a change and join the Great Western Recreation team in 2022. He has a long background of serving the public and looks forward to being able to provide his services in a new manner. After finishing his Bachelors degree in Business Management, RJay decided to focus on his love for numbers and join the accounting team utilizing what he has learned over the years. When RJay isn't at work he enjoys being out in nature with his wife and 3 kids. "There is nothing better than watching my own kids enjoy the parks that are being built by the company I am working for!"





## Shelly Bytendorp – Customer Service

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Shelly joined Great Western in 2007 bringing 20 years of office and banking experience with her. Shelly will be assigned to the account as a secondary layer of customer service assisting with any issues related to replacement parts or any collateral materials.



## Tammy Casas – Order Entry

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Tammy joined Great Western in 2022. ! She is going to school get her degree in Human Resources and has experience in data entry and production, with an added bonus of being bilingual in Spanish. She is a great addition to the team.



## Olivia Miller– Lumion & Rendering Specialist

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Olivia started at Great Western Recreation in 2021 as rendering and order entry backup. One year later, she was moved to Lumion and Rendering Specialist. She has been trained on GameTime's specialty CAD program, Lumion, Sketchup, 3DS Max, and Premier Pro as well as CRM for quoting and ordering. She came to GWR after 3 years as a CNA. She is a hard worker and anxious to learn more.



## Nikki Meade – Project Coordinator

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Nikki began as our office support team member at Great Western in 2021. She brings with her 5+ years of customer service experience and 2+ years of graphic design experience. She quickly became a Project Coordinator and strives to always learn more and enjoys helping her team in any way she can.



## References

Natrona County School District #1

Ian Moter  
720-387-0463  
Casper, WY

City of Laramie

Todd Feezer  
721-3572  
Laramie, WY

City of Casper

Jim Gerhart  
307-235-8283  
Casper, WY

Laramie County School District #1

Braxton Restivo  
307-771-2600  
Cheyenne, WY

**BID FORM**

TO:

Name and Address

The undersigned hereby declares that [firm name] Great Western Installations

\_\_\_\_\_ have carefully examined the specifications to furnish: Picnic Shelter for Event Center at Archer for the Laramie County Events Department for which bids were advertised to be received no later than 2:00 p.m., local time, March 30, 2023 and further declare that [firm name] Great Western Installations

\_\_\_\_\_ will furnish the said work according to specifications.

**Proposed Cost**

Total Estimated Cost for Project: \$ 123,775.78

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 Great Western Installations

By Jenny Rogers (Print name)

Signature \_\_\_\_\_

Address 975 S State Hwy 89

City Logan State UT ZIP 84321

Telephone 435-245-5055 Fax 435-245-5057

E-Mail Address: taggart@gwpark.com

DUNS# 080664433 Fed. I.D. # 26-2639972

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name) Jenny Rogers  
am the (title) Office Manager  
and the duly authorized representative of the firm of (Firm Name) Great Western  
Recreation & Installations  
whose address is 975 S. Highway 89, Logan, UT 84321

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: [Handwritten Signature]

Printed Name: Jenny Rogers  
Firm Name: Great Western Recreation Installations  
Date: 3/28/2023

Sworn to and subscribed before me this 28<sup>th</sup> day of March, 2023

Notary Public - State of Utah  
My Commission expires 12/27/25

[Handwritten Signature: Sarauna Openshaw]  
(Printed, typed or stamped commissioned name of Notary Public)



# ADDENDUM Posted 3/13/23



## REQUEST FOR PROPOSAL

LARAMIE COUNTY EVENTS  
ARCHER PICNIC SHELTER  
CHEYENNE, WY

**Pre-Bid Meeting-~~No longer mandatory~~ (3/13/23)**

2:00PM March 16, 2023

Event Center at Archer – Meeting Rooms

3801 Archer Pkwy

Cheyenne, WY 82009

**Submittals Due**

2:00 PM March 30, 2023



**REQUEST FOR PROPOSALS**  
**For**  
**Archer Picnic Shelter for the Laramie County Events Department**  
**Closing Date: March 30, 2023, 2pm**

**Purpose of Request for Bids**

**Laramie County is soliciting competitive bids for qualified vendors who can provide a Picnic Shelter for the Events Department. This project is being funded with Federal ARPA funds (ALN # 21.027).**

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- 2.0 Scope of Services
- 3.0 General Terms & Conditions
- 4.0 Submittal Requirements
- 5.0 Disclosures

**Attachments**

- Bid Page
- Conflict of Interest Form
- Officers & Significant Stakeholders Form

**1.0 PURPOSE & OVERVIEW**

Laramie County is soliciting competitive sealed bids from qualified vendors to provide and install a picnic shelter and concrete pad at the Midway Area on the grounds of the Archer Events Complex.

**2.0 SCOPE OF SERVICES**

Description of Work:

The Laramie County Events Department operates several recreational event facilities, including the Event Center at Archer, Exhibit Hall, and Community Center. The department is also responsible for the coordination and execution of multiple county events, such as the Laramie County Fair, Laramie County Sportsman’s Expo, and Laramie County Farm & Ranch Show.

The Midway Area is an outdoor event space located north of the Event Center at Archer. This space is primarily utilized during the Laramie County Fair for our Midway, which features several food trucks and various forms of entertainment. The west edge of the Midway Area, where this shelter is to be located, is currently not utilized. It is located within two rows of trees. This area, paired with a shelter, will make for a great picnic area, and can be rented during non-Fair time.

Exhibit A: Aerial shot of Midway Area



Exhibit B: Zoomed view of Exhibit A

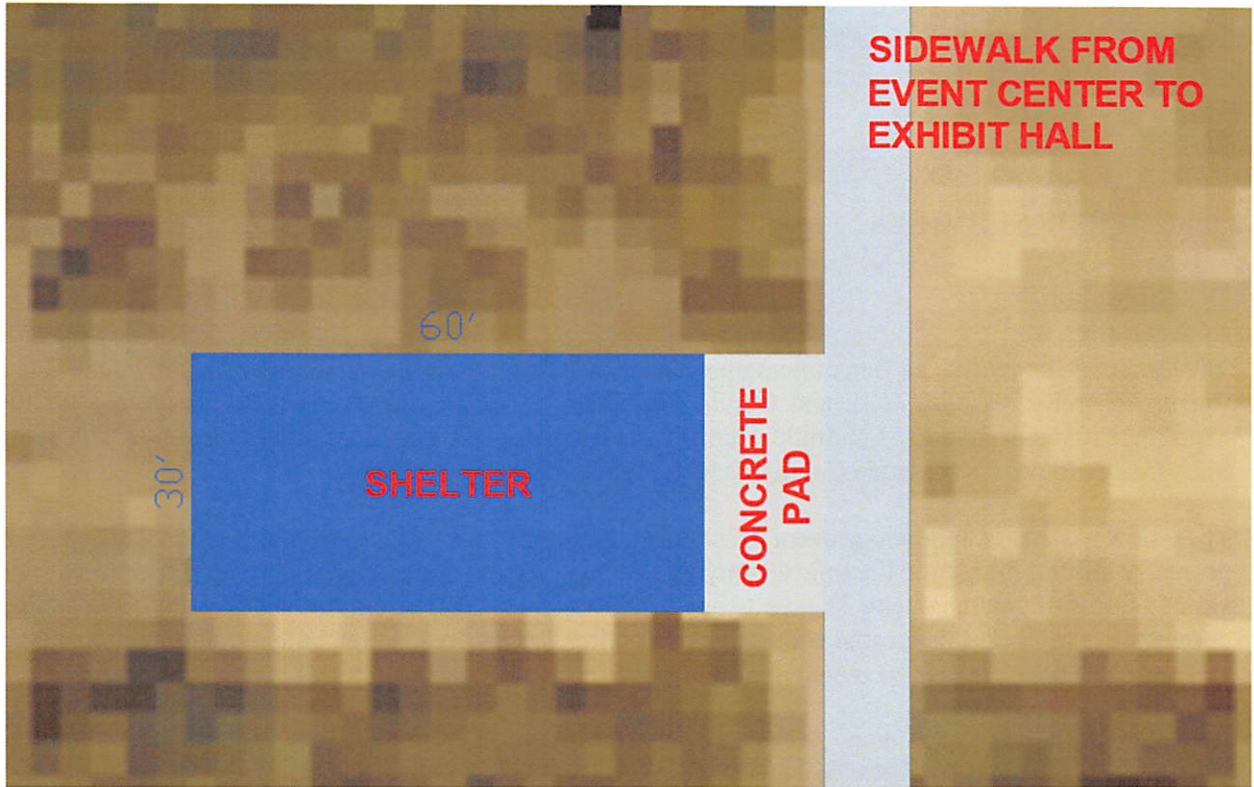


Exhibit C: Photo of Picnic Shelter Area





Scope of Work:

The Laramie County Events Department is seeking the following specified components to improve the Midway area:

- 60' by 30' gable style picnic shelter, installed
- 4" concrete pad poured beneath the shelter, with 12" thickened perimeter, connecting to the adjacent sidewalk, full pad to measure 30' by 75'

Additional Notes:

- A. The respondent shall provide the following information for each proposed system:
  1. A complete bid including all related costs for providing the equipment, supplies and installation as outlined above.
  2. Delivery of all equipment, supplies, and installation.
  3. Enter into a written contract for work with Laramie County.
  4. 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 Pre-Submittal Meeting

*An optional* walk-through of the area will be conducted at **2:00 P.M. Mountain Time, March 16, 2023**. The meeting will begin in the Meeting Rooms of the Event Center at Archer, before proceeding outside to the location.

#### 3.1 RFP Closing Date

Bids must be received by the Laramie County Events Center at 3801 Archer Parkway, Cheyenne, Wyoming 82009 no later than **2:00 p.m., local time, on March 30, 2023**. Bids received after this time will not be considered.

#### 3.2 Delivery of Bids

Submitters shall submit one PDF file copy of their completed statement of qualifications and fee schedules to the County at the following email address:

[dange@laramiecounty.com](mailto:dange@laramiecounty.com)

Please include the following reference in the subject line of the email:

**Laramie County Events Archer Picnic Shelter**

#### 3.3 Pre-bid Information

No specific pre-bid meeting will be held. Each respondent shall contact Dan Ange 307-633-4670 to discuss the bid with the County if needed.

#### 3.4 Public RFP Opening

A public bid opening will take place at 2:00pm on March 30<sup>th</sup> 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 Event Center at Archer 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 Events Department in Cheyenne at, (307) 633-4670 at least five (5) days prior to the date.

#### 3.6 Bid Form

- A. See **Submittal Requirements** for complete details.
- B. The bid form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.

- C. 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 Events Department named below, who shall be the official point of contact for this RFP. Mark cover page, envelope(s), or subject line "**Archer Picnic Shelter for Laramie County Events.**" Submit questions to:

Laramie County Events  
Attn: Dan Ange  
3801 Archer Parkway  
Cheyenne, WY 82001  
307-633-4670  
[Dange@laramiecounty.com](mailto:Dange@laramiecounty.com)

### 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 issue.

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 Events Department at (307) 633-4670.

### **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 and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

### **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 all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the

provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

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

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

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

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.

## **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 - 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/vendor to this [RFP][MM1].

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:

Name and Address

The undersigned hereby declares that [firm name] \_\_\_\_\_

\_\_\_\_\_ have carefully examined the specifications to furnish: Picnic Shelter for Event Center at Archer for the Laramie County Events Department for which bids were advertised to be received **no later than 2:00 p.m., local time, March 30, 2023** and further declare that [firm name]

\_\_\_\_\_ will furnish the said work according to specifications.

**Proposed Cost**

Total Estimated Cost for Project: \$ \_\_\_\_\_

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)

Signature \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

DUNS# \_\_\_\_\_ Fed. I.D. # \_\_\_\_\_



**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)