



REQUEST FOR PROPOSAL
LUMP-SUM DESIGN BUILD PROPOSAL

LARAMIE COUNTY EVENTS
PLAYGROUND SURFACE AND EQUIPMENT
CHEYENNE, WY

Event Center at Archer
3801 Archer Pkwy
Cheyenne, WY 82009

Submittals Due
2:00 PM May 16, 2024

REQUEST FOR PROPOSAL
Laramie County Events Playground Surface and Equipment

I. ADVERTISEMENT

Laramie County (County) proposes to install an outdoor turf surface and purchase/install inclusive playground equipment at the Archer Events Complex in Cheyenne, Wyoming.

These documents are available for download through the County's website at: <http://www.laramiecounty.com>. Questions regarding this service or any other information should be directed to Dan Ange, Laramie County Events Director at dange@laramiecounty.com.

The County will select the firm based on the response to this RFP. Firms shall submit qualifications, cost proposal, and schedule. The County will make a selection based on the proposals received and the ability of the firm to meet the needs of the County.

The County's objective is to complete the Project on time and under budget, while maintaining the County's commitment to quality, efficiency, value, innovation, sustainability, and compliance with all applicable regulatory requirements.

Sealed bid proposals shall be delivered to the Laramie County Events office at 3801 Archer Pkway, Cheyenne, WY 82009 **by 2:00 P.M. Mountain Time, May 16, 2024.**

II. PROJECT OVERVIEW

Laramie County (County) proposes to purchase and have installed a playground surface and inclusive playground equipment at the Archer Events Complex in Cheyenne, Wyoming. This project is being funded with Federal ARPA funds (ALN # 21.027) and local Cheyenne Community Recreation District funds. The selected vendor will be required to be registered in sam.gov.

III. GENERAL SCOPE OF SERVICES

Phase I – Surface

- Procurement and install of 3,500ft² of outdoor artificial turf. (Exhibit A – green area)
 - Add Alternate 1 – Border (Exhibit A – tan area)
 - 260ft of 6’ wide concrete sidewalk on west, north, and east edges edge
 - 65ft of 6” wide concrete border on south edge

Phase II – Inclusive Playground Equipment

- Procurement and installation of the following:
 - Sensory Play Center Panels (Exhibit B.1) or similar item
 - (4) Wall pieces with interactive insert components
 - (1) Marble Panel
 - (1) Color Splash Panel
 - (1) Opti-Gear Panel
 - (1) KaliedoSpin Panel
 - (2) Wall end pieces
 - Inclusive Swing Seat (Exhibit B.2) or similar item
 - Konnection Swing Seat (Exhibit B.3) or similar item
 - Swing Set Frame to hold both swing seats
 - Add Alternate 2 - Sensory Dome (Exhibit B.4) or similar item

Additional Notes:

1. The selected respondent shall provide all materials, labor and the necessary tools and supervision and ensure the work is completed safely and properly.
2. All work shall be completed in accordance with the specifications of the County and comply in every respect with the Building Laws, City Regulations, County Regulations and Code Requirements (City, County, State, or National).
3. All work to be done during normal business hours unless specific arrangements are agreed upon.
4. Proposal to include all permits and insurance as required by Laramie County and City of Cheyenne, if necessary.
5. Include timeline estimate for the project start and finish dates.
6. Contractor shall ONLY repair, replace, upgrade, or install work as instructed.
7. Installation and repair work areas must be left in a clean and workable condition daily.

8. Bidders shall visit the site and carefully examine the area in question as to conditions that may affect proper execution of the work.
9. No claims for extra costs will be allowed because of lack of full knowledge of the existing conditions unless agreed to in advance with Laramie County or Laramie County's representative.
10. 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.

IV. FEE, RATES, and ESTIMATED COSTS:

The services of the Firm will be completed under a Professional Service fixed-fee contract with the County. Procurement of this service will be through review of the RFP, no interview is required. The County may seek to negotiate with the responds prior to award of the contract. Fee proposals shall include:

1. Itemized list of services to be performed.
2. Fixed Fee for design services.
3. Fee to provide post design construction cost estimate.
4. Potential Fee savings ideas, if any.

All fee proposals shall include all costs of insurance required by the County, all submittal and equipment information reviews to be performed, transportation to and from the jobsite, printing, mailing, documentation, reporting, office overhead, profit, lodging, per diem, etc.

Should contract negotiations with the selected firm be unsuccessful, the County reserves the right to begin negotiations with another firm.

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.

V. SCHEDULE

Proposals shall include a detailed schedule that includes building lead times, design timeframe, construction and any other pertinent events of significance.

VI. INSTRUCTIONS TO RESPONDENTS

SUBMISSION: In order to be considered, proposals must arrive via **mail or hand-delivery** at the address below by **2:00 P.M. Mountain Time, May 16, 2024**. Submitters shall submit two copies of their completed statement of qualifications and fee schedules to the County at the following address:

3801 Archer Pkwy, Cheyenne, WY 82009

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

LARAMIE COUNTY EVENTS PLAYGROUND SURFACE AND EQUIPMENT

It is the responsibility of the Respondent to ensure that their responses are received on or before the submission date and time. Proposals received after this time will not be considered. Allow sufficient delivery time to ensure receipt by the date and time specified.

- Response to any Respondent's inquiries will be made by the County in a timely manner. Inquiries and questions are due by **4:00pm on May 13, 2024** and shall only be received by Laramie County via **email** at the following address: dange@laramiecounty.com. Following this date and time, an addendum that provides answers to all collected inquiries and questions will be sent to those who attend the mandatory walkthrough.

PUBLIC RFP OPENING: Only the names of the firms submitting proposals will be read aloud at the RFP opening on **May 16, 2023, at 2:15pm** at 3801 Archer Pkwy, Cheyenne, WY 82009. The proposals will be available for inspection during normal business hours at the Event Center at Archer office within three (3) working days of the closing date, by appointment.

A complete tabulation of proposals will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County Events Director at the Event Center at Archer, (307)633-4670 at least five (5) days prior to the date.

CLARIFICATIONS OR SUPPLEMENTS TO REQUEST FOR PROPOSAL: 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, via email, through the Events Director 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 proposal must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at <http://www.laramiecounty.com> for any addenda.**

INCURRING COSTS: The County is not liable for any cost incurred by Respondents prior to issuance of a legally executed contract. No property interest, of any nature, shall accrue until a contract is awarded and signed by all concerned parties.

RFP CANCELLATION: The County reserves the right to cancel this Request for Proposal at any time, without penalty.

NON-DISCRIMINATION: The respondent shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, sex, or sexual orientation.

AVAILABILITY OF FUNDS: Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the County.

VII. 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.

VIII. MINOR IRREGULARITIES

The County reserves the right to waive minor irregularities in proposals, 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.

IX. DEVIATIONS

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Proposal Form; otherwise, Laramie County will consider the subject proposals as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals may not be subject to such rejection where, at the sole discretion of 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 proposal such that an advantage or benefit is gained to the detriment of the other respondents.

X. 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.

XI. SELECTION CRITERIA

Each proposal shall be evaluated using the following criteria:

1. Proper submittal of ALL documentation as required by this proposal.
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFP.
4. Quality and compatibility of the work proposed.
5. Ability to accomplish project in a timely manner.
6. The benefits to 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

XII. 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 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.

XIII. 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 proposal package.

XIV. 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.

XV. 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.

XVI. 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.

XVII. STATEMENT OF QUALIFICATIONS

SOQs shall not be voluminous and should, if possible, be kept below 5 MB; but shall provide sufficient information to allow the Owner to evaluate the firm's Fee proposal, experience, staff and availability.

The proposer shall:

1. Provide information on the firm's experience on projects of similar size, function, and complexity including similar types of construction. Projects should demonstrate the firm's capabilities to perform on the project at hand. Provide contact information for each project referenced.
2. Responders shall be clear with respect to the:
 - Company's credentials
 - The local office's credentials, and
 - The project team's credentials
3. List key personnel to be assigned to this project. Resumes should include experience, licenses, certifications and other relevant information.

4. Discuss your firm's capabilities to meet time and project requirements and ability to perform the work taking into account your current and projected workload.
5. Special Qualifications. Describe any unique or extraordinary skills or qualifications your firm brings to the project. How would selection of your firm add value to the project?
6. Identify the location of your primary place of business.

XVIII. RESPONDENT'S RESPONSIBILITY

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFP in its entirety that and the proposal 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 proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

XIX. ADDITIONAL CONDITIONS

1) The successful respondent will be expected to enter into a contract, including insurance requirements, with Laramie County upon terms acceptable to the County. The contents of this RFP, the respondent's responses to same and all provisions of the successful qualifier deemed pertinent by the County may be incorporated into a contract and become legally binding.

2) The contents of this RFP and all provisions of the successful proposal 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 Events Manager at dange@laramiecounty.com.

3) The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. The County reserves the right to reject any or all proposals submitted

and/or to waive or ignore any irregularities and/or omissions in any submission and to accept any proposal, portion of proposal, combination of proposal and or to reject or accept any proposal for any reason in its discretion.

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

4) 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 proposal does not affect this right.

3) The County at its sole discretion, reserves the right to cancel this RFP, to modify the services sought, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of 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.

4) **Governmental 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 Request and/or entering into any agreement with any successful Respondent. 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 and any subsequent agreement(s).

5) Any errors or omissions discovered in this request for proposal, or any additional information needed to clarify any issues in the request, will be communicated to all firms who have expressed an interest in the engagement. The communication will amend the requests accordingly.

6) If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the County's representative. If respondent fails to notify the County of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission in this RFP, 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

7) It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein and in all referenced data and documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, through the County contact 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.

8) Respondents are advised that Laramie County is a governmental entity in the State of Wyoming. Public works projects, such as that referenced herein, carried out by governmental

entities are subject to certain legal and regulatory requirements which may or may not be applicable to private entities. Any contract with a successful respondent will contain a requirement to monitor and secure compliance on the project with all applicable laws and regulations including, but not limited to, those contained in Wyoming statute WS 16-6-101 et seq.

9) If it becomes necessary for the County to revise or amend any part of this RFP, notice may be obtained by accessing the County web site. Respondents in their proposal must acknowledge receipts of amendments. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at <http://www.laramiecounty.com> for a copy of the RFP and addenda.

10) All proposals submitted in response to this request become property of the County and public records, so they may be subject to public review. The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent believes that parts of a proposal are confidential then the respondent must so specify. The respondent must mark in bold red letters the term "CONFIDENTIAL" on that part of the response, which the respondent believes to be confidential. The respondent may be required to 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. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the respondent to permit the respondent to defend the proprietary nature of the information.

11) The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals. Firms may submit a joint proposal.

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

13) **Invalidity.** If any provision of this RFP 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 inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of that the provisions of this RFP are fully severable.

14) By submitting in response to this RFP, respondent agree and understand that this RFP as well as any subsequent agreements 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 RFP 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 Responders

and to County. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in this Agreement.

15) **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.

16) **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.

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

IX. ADDITIONAL INFORMATION

Questions should be submitted in writing to dange@laramiecounty.com no later than Thursday, May 13, 2024 at 4:00 PM.

BID FORM

TO: Dan Ange, Events Director
Laramie County Events Department
3801 Archer Pkwy
Cheyenne, WY 82009

The undersigned hereby declares that [firm name] _____
_____ have
carefully examined the specifications to furnish: Playground Surface and Equipment for the Laramie County
Events Department for which bids were advertised to be received **no later than 2:00 p.m., local time, May
16, 2024** and further declare that [firm name] _____
_____ will furnish the said work
according to specifications.

Proposed Cost

Base Bid Total Estimated Cost for Project: \$ _____
Add Alternate 1: Concrete border \$ _____
Add Alternate 2: Sensory Dome \$ _____

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)

XI. EXHIBITS

1. EXHIBIT A – Map of Playground Location



EXHIBIT B – Playground Equipment

B.1 – Sensory Play Center Panel



B.2 – Inclusive Swing Set



B.3 – Konnection Swing Seat



B.4 – Sensory Dome

