



## **REQUEST FOR PROPOSALS**

for

### **Fencing Project**

at

**Frontier Park, 1230 West 8<sup>th</sup> Avenue, Cheyenne, WY 82001**

<b>BID ISSUE DATE:</b>	February 11, 2025
<b>BID DUE:</b>	5:00 pm MST on February 28, 2025
<b>AWARD OF BID:</b>	March 7, 2025
<b>RFP CONTACT:</b>	Carrie Lockwood
<b>RFP SUBMISSIONS ADDRESS:</b>	carrie@cfdrodeo.com



**DATE: February 11, 2025**

**REQUEST FOR PROPOSALS: SECURITY FENCE INSTALLATION**

Cheyenne Frontier Days, Inc. is soliciting proposals for installation of a new permanent fence and gates at Frontier Park, located at 1230 West 8<sup>th</sup> Avenue, Cheyenne, WY 82001.

Cheyenne Frontier Days, Inc. is willing to entertain any and all proposals and encourages any interested party to respond with details of their proposal in accordance with the terms of this RFP.

Proposals will be accepted via email at [carrie@cfdrodeo.com](mailto:carrie@cfdrodeo.com) until 5:00 p.m. MST on Friday, February 28, 2025. Proposals received after this date and time will not be considered. Bids should be submitted via email with the subject line "SECURITY FENCE PROJECT RFP – [COMPANY NAME]."

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## **1. INTRODUCTION**

### **1.1. OVERVIEW**

Cheyenne Frontier Days, Inc. (“Company”) is seeking to install new permanent fencing and gates at Frontier Park, located at 1230 West 8<sup>th</sup> Avenue, Cheyenne, WY 82001. The Security Fencing Project (“Project”) scope includes the installation of approximately 2,430 feet of 8 feet tall industrial ornamental fencing and gates.

This Request for Proposals (“RFP”) is being used to solicit proposals from qualified Contractors (“Contractor” or “Proposer”) known to be experienced in the installation of security fencing and gates.

Any agreement or contract resulting from the acceptance of a proposal shall be approved by the Company and shall contain, as a minimum, applicable provisions of this

Nothing in this RFP shall be construed to create any legal obligation on the part of the Company or any respondents. The Company reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the Company be liable to Proposers for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No Proposer shall be entitled to repayment from the Company for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the Company. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

### **1.2. PROJECT TIMELINE**

The Company reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

- RFP Released: On or About February 11, 2025
- Notification of Intent to Award: On or About March 7, 2025
- Contract Award and Execution of Contract: On or About March 7, 2025

The project must be completed by July 9, 2025.

The Company may reproduce any of the Proposer's proposals and supporting documents for internal use or for any other purpose required by law.

### **1.3. REGULATIONS**

The selected Contractor shall comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies, state agencies, and any other local regulations and standards that may apply.

Contractor shall coordinate all efforts required to obtain required permits. All permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the work shall be secured and paid for by Contractor.

## 2. CONTRACTOR REQUIREMENTS

The successful Proposer will be expected to enter into a contract on terms and conditions ordinary and customary for the type of transaction proposed in this RFP and the Proposer's response to the RFP, and the following additional terms and conditions by the Company:

### 2.1. SCOPE OF WORK

The Company is seeking to install approximately 2,430 feet of 8 feet tall industrial ornamental fencing and gates at Frontier Park, located at 1230 West 8<sup>th</sup> Avenue, Cheyenne, WY 82001. An exhibit showing the location of proposed fencing and gates is provided in **Appendix A**. Additional project specifications are provided in **Appendix B**.

### 2.2. QUALIFICATIONS

Proposals are solicited only from qualified Contractors known to be experienced and regularly engaged in work similar character and scope to that covered in this RFP. Satisfactory evidence that the bidder has the necessary capital, equipment, experience, and personnel to do the work may be required. A detailed description of the Contractor's qualifications shall be included with the proposal, as described in **Section 3: Proposal Requirements**.

At a minimum, respondents must have the following qualifications:

- **Licenses and certifications.** Provide a Certificate of Good Standing from the State of Wyoming.
- **Prior experience.** Respondents shall provide evidence of years of experience and detailed qualifications in performing installations of fences and gates. Past projects will be reviewed to determine if the respondent has successfully completed projects similar in nature and scope. Proposers shall provide three (3) projects that are similar in nature to projects described in the RFP.
- **Capacity.** Respondents shall provide evidence that they have the necessary capital, equipment, experience, and personnel to complete the project within the indicated timeframe.
- **Project-specific Qualifications.** Respondents shall provide a statement confirming the company's capacity to complete the Project in accordance with the fence and motorist gates specifications described in **Appendix B**.

### 2.3. INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of the work by the Contractor, his agents, representatives, employees, or subcontractors.

Contractor shall carry liability insurance, with Cheyenne Frontier Days, Inc. and the City of Cheyenne, Wyoming as named insureds, insuring against personal injury and property damage, arising out of Contractor's performance under this Contract. The insurance shall be with a company or companies suitable to the Company and shall be for not less than \$1,000,000.00 per

occurrence and \$2,000,000.00 general aggregate. A certificate of insurance shall be provided to the Company on or before 30 days prior to the first day Contractor performs any act in compliance with this Contract.

### **WORKERS' COMPENSATION & UNEMPLOYMENT INSURANCE**

Any business conducting work in the State of Wyoming or hiring a Wyoming resident as an employee must register with the Division of Workers' Compensation and Unemployment Insurance to have the coverage determined. Per Wyoming Statute 27-14-101 and 27-14-207 any employer subject to this act shall not commence business or engage in work in this state without applying for coverage under this act and receive a statement of coverage from the Division. Contractor is required to provide Company with a certificate of good standing.

### **2.4. CERTIFICATES OF INSURANCE**

Included in the bid package, Proposers shall provide to the Company complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the Company at least 30 days written notice of reduction, cancellation or intent not to renew coverages as called for above. If insurance is cancelled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the selected Contractor must cease work on this bid.

The selected Contractor shall provide the Company with a copy of its required insurance policies and certificates of insurance as described above. If the selected Contractor does not provide such materials in the time provided for, the selected Contractor will be disqualified, and the bid will be awarded to the next lowest bidder on in the creation of a new request for bid.

### **2.5. DAMAGE TO PERSONS OR PROPERTY**

Contractor shall indemnify, defend, save and hold harmless the Company and its officers, employees, board of directors, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages including but not limited to prohibited acts—arising out of or resulting from damages to property and injury or death of any person when such damages or injury is caused by the Contractor's negligence or willful misconduct, or that of the Contractor's employees, agents, assigns, and subcontractors, in the performance of the Services.

### **2.6. SUBCONTRACTING**

The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Company will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

### **2.7. CONTRACT EXECUTION**

The Contractor to whom the Contract is awarded shall enter into a written contract with the Company. Failure to execute a contract will be considered abandonment of the award and the Company shall have no further obligation to that Contractor.

The Contract will be interpreted in accordance with the laws of the State of Wyoming. By execution of the Contract, the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of the Contract will be instituted and litigated in the courts of the State of Wyoming, located in Laramie County, Wyoming, and in no other. In accordance herewith, the parties to the Contract submit to the jurisdiction of the courts of the State of Wyoming located in Laramie County, Wyoming.

#### **2.8. NO CONFLICT OF INTEREST**

The Contractor covenants that it has no public or private interest and will not acquire directly or indirectly any interest which would conflict in any manner with its performance of the Contract. The Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of the Company as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or Contractor to the Contractor in connection with the transaction contemplated by the parties.



### 3. PROPOSAL REQUIREMENTS

#### 3.1. PROPOSAL CONDITIONS

1. **Contingencies.** This RFP does not commit the Company to award a contract. The Company reserves the right to accept or reject any or all proposals if the Company determines it is in the best interest of the Company to do so. The Company will notify all Proposers, in writing, if the Company rejects all proposals.
2. **Modifications.** The Company reserves the right to issue addenda or amendments to this RFP.
3. **Proposal Submission.** To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on time.
4. **Incurred Costs.** This RFP does not commit the Company to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.
5. **Final Authority.** The final authority to award a contract rest solely with the Company.
6. **Proposal Validity.** Proposals submitted hereunder will be firm for ninety (90) calendar days from the due date unless otherwise qualified.

#### 3.2. PROPOSAL SUBMISSION

All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addendum (as and if applicable) and all concerns regarding this RFP have been satisfied.

Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

Proposer agrees that it meets the minimum requirements of this RFP and will comply with its terms, conditions, and contract requirements. Proposer's response must submit a full explanation of, and justification for, any requested exemptions or deviations. Allowable deviations will be subject to the discretion of the Company.

Proposer agrees to provide Company with any additional information it deems necessary to accurately determine Proposer's ability to perform the Services. Submission of this proposal constitutes permission by Proposer for the Company to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify Proposer from further consideration. The Company reserves the right to consider historical information and facts, whether gained from the Proposer's proposal, question and answer conference, references or any other source, in the evaluation process.

### 3.3. PROPOSAL FORMAT

A complete RFP submittal will include the following items:

1. **Cover Letter.** All respondents shall submit a cover letter, on company letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm. The cover letter must also include the following information:
  - a. The principal place of business and the contact person, title, telephone number, and email address.
  - b. A summary of the qualifications of the respondent and team.
  - c. Description of organization. The names and business addresses of all Principals of the organization. For purposes of this RFP "Principals" shall mean persons possessing an ownership interest in the organization. If the company is a partially owned or fully owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization's approval rights, if any, over the activities of the organization.
  
2. **Threshold Requirements.** These documents must be submitted and acceptable before the Company will review the Main Proposal:
  - a. Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company); Provide a copy of relevant certificate(s) issued by the Wyoming Secretary of State.
  - b. Evidence of Insurance: Provide evidence of the insurance coverages described in **Section 2.3. Insurance**.
  - c. Conflict of Interest Statement & Supporting Documentation: Disclose any professional or personal financial interests that may be a conflict of interest. In addition, all respondents shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts.
  
3. **Main Proposal.** Please provide the following information (this information is the main substance for the selection criteria stated under **Section 4. Evaluation & Scoring**):
  - a. Qualifications: Provide evidence of the qualifications described in **Section 2.2**.
  - b. Statement:
    - i. A statement certifying that:

1. the proposal is being submitted in response to the RFP; and
  2. all declarations in the proposal and attachments are true to the best of reasonable knowledge; and
  3. the offer made in the proposal is firm and binding for 90 days after the receipt of the proposal by the Company; and
  4. all aspects of this RFP and the proposal submitted are binding for the duration of the Contract term (unless otherwise negotiated) if this proposal is selected and a contract is awarded.
- c. **Technical Approach:** Briefly describe your company's approach to completing the project in accordance with the specifications provided in **Appendix B**. Describe any expectations and requirements by the Company.
- d. **Project Schedule:** Provide a schedule for completing the project within the project timeframe provided in **Section 1.2**.
- e. **References:** For purposes of qualifying as a bidder under this RFP, please provide references from the following sources:
- i. **Financial Reference:** Include the Proposer's bank, savings and loan, or financial institution.
  - ii. **Client or Business Reference:** Name clients or other people that most accurately reflect the Proposer's performance and ability to fulfill contract obligations. Proposer is encouraged to list other similar projects where it has provided and installed fencing and provide any supporting material and data that help substantiate their competence and experience to assist Company.
  - iii. **Vendor References:** Please provide vendor references if Proposer is a pre-existing business currently utilizing vendors.

**4. Proposal Price.** Provide the proposed fee for completing the Project. Include any contingencies or conditions attached to this offer.

### 3.4. CONTRACTOR RESPONSIBILITY

Cheyenne Frontier Days, Inc. will not be liable for any cost incurred in the development of a proposal responsive to this request. By submitting a bid to do the work, the Contractor represents that it is fully informed concerning the scope of the project, the requirements of the Contract, the physical conditions likely to be encountered in the work, and the character, quality, and quantity of services required by the Company.

The selected Contractor shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. The selected Contractor will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in making its bid. This will be subject to the Company discretion. In addition, the selected Contractor shall provide all vehicles and other equipment and material necessary for the work. Respondents having questions regarding this RFP should request clarification before submitting a bid. Negligence or inattention of the bidder in filing a bid, or in any phase of the

performance of the work, shall be grounds from refusal of the Company to agree to additional compensation. Respondents having questions regarding this RFP shall contact the Company for clarification at [carrie@cfdrodeo.com](mailto:carrie@cfdrodeo.com).

### **3.5. RESPONSE DATE**

To be considered, bids must be received by the Company on or before the time specified. The Contractor's name must be included in the email subject line. All information submitted in the bid, including but not limited to bid prices, equipment, etc., must remain valid and available for acceptance by the Company for at least ninety (90) days past the submission deadline.

### **3.6. REJECTION OF BIDS**

The Company reserves the right to reject any or all bids, in part or in their entirety, or to waive any informality or defect in any bid, or to accept any bid which, in its opinion, is deemed most advantageous to the Company.

### **3.6 RESPONSE TO RESPONDENT QUESTIONS**

Explanations desired by a prospective bidder shall be requested from the Company by email, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be submitted by email to [carrie@cfdrodeo.com](mailto:carrie@cfdrodeo.com) by Friday, February 28, 2025, by 5:00 pm MST. No inquiry or request received after this deadline will be given consideration.

### **3.7 MATERIAL SUBMITTED**

All materials submitted as part of a bid will become the property of the Company. The Company reserves the right to use any or all ideas presented.

## 4. PROPOSAL EVALUATION & SELECTION

### 4.1. EVALUATION PROCESS

1. **Initial Review.** All proposals will be initially evaluated to determine if they meet the minimum requirements of this RFP. Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation which is considered by the Company to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the Company may elect to waive the deficiency and accept the proposal. The decision of the Company is final and binding.
2. **Technical Review.** Proposals meeting the above requirements will be evaluated on the ability of the Proposer to meet the requirements of this RFP in a timely manner. (20%)
3. **Cost Proposals.** The Company will consider which proposal offers the best financial benefit to the Company. (30%)
4. **Staff Qualifications.** The Company will evaluate the ability of the Contractor's proposed staff to perform the services required by this RFP. (20%)
5. **Organization & Experience.** The Company will consider the Proposer's experience in providing and installing fencing. (30%)
6. **Corporate Financial Stability.** This is a requirement under this REP. Selection will be based on determination of which proposal best meets the needs of the Company and the requirements of this RFP.

### 4.2. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of Proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The Company reserves the right to negotiate any portions of the proposal of the successful Proposer.

# Appendix A. Location of Proposed Fence

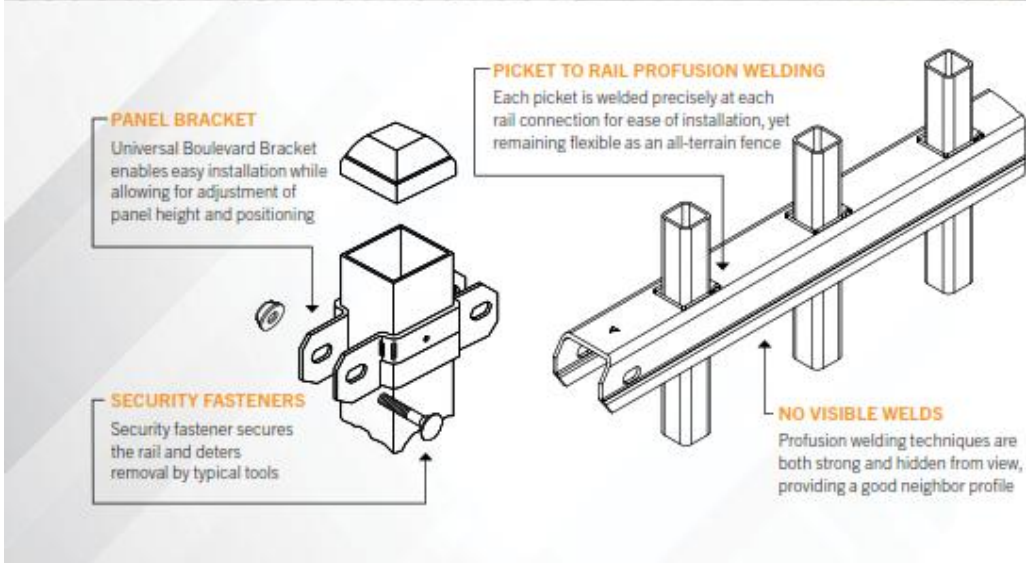
Frontier Park, 1230 West 8th Avenue, Cheyenne, WY 82001



- = 2,430 feet of permanent fencing
- = New 8' Gate
- = New 4' Gate
- = Existing Gate that will stay and new fence will attach to

## Appendix B. Fence Specifications

- All fencing materials must be manufactured and made in the United States of America.
- 8 feet high, industrial ornamental steel fence
- (2) 8-foot gates
- (2) 4-foot gate



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PICKETS	RAILS	POSTS	HEIGHTS	COLOR
1" SQ. x 14 GA.	1.75" x 1.75" x 12 GA.	2.5" SQ. x 12 GA. 3" SQ. x 12 GA.	3', 3½', 4', 4½', 5', 6', 7', 8'	BLACK

## ENVIRONMENTALLY RESPONSIBLE

We lead the way in manufacturing programs and practices that reduce our carbon footprint — monitoring air emissions, stormwater runoff and wastewater discharge and recycling all scrap steel, wood, cardboard, plastics, paper and oil products, giving our products the opportunity to earn project LEED points.



## PROFUSION WELDING

Laser and fusion welding technology create a virtually invisible structural connection at every picket to rail intersection.



## RACKABLE VS STAIR-STEP

Fully rackable panels eliminate any possible security risks due to large gaps under the fence panels.



FULLY RACKABLE  
PANELS



STAIR-STEPPING  
PANELS

MONTAGE II 3