

LARAMIE COUNTY SCHOOL DISTRICT NUMBER ONE

Business Services Department - Purchasing

2810 HOUSE AVENUE □ CHEYENNE, WY 82001

REQUEST FOR PROPOSAL

NO. 27RP4007

FOR

COMMERCIAL REAL ESTATE BROKERAGE SERVICES FOR DISTRICT PROPERTY DISPOSITIONS



**LARAMIE COUNTY
SCHOOL DISTRICT 1**

Issued By:

Purchasing Department

Amber Hamlin

Senior Buyer

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This RFP has been developed specifically for COMMERCIAL REAL ESTATE BROKERAGE SERVICES FOR DISTRICT PROPERTY DISPOSITIONS. Therefore, all proposers are urged to review this package in detail before submitting their bid.

Replies to this RFP must be received by Purchasing no later than the date and time indicated above for the Bid Opening. Submittal by email or fax is not acceptable – electronically posted via bidnetdirect.com only.

**LCSD#1 Purchasing Department
Proposal Number 27RP4007
Due: August 5, 2026; 1:00 p.m.**

PROPOSAL DATA

Issue Date: June 18, 2026
Close Date: August 5, 2026; 1:00 p.m.
Location: Electronically posted via bidnetdirect.com

Site Walkthrough: July 16, 2026; 1:00 p.m.
Location: Deming Elementary
715 W. 5th Avenue
Cheyenne, WY 82001

Question Deadline: July 21, 2026; 2:00 p.m.

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INTRODUCTION

DEFINITIONS

LCSD#1/The District/The Owner - These terms refer to Laramie County School District Number One, a duly organized public entity.

You/Your/Supplier/Officer/Proposer/Contractor - These terms refer to all recipients of this Invitation.

Proposal - Refers to the entire process and includes the Invitation, special provisions, specifications and/or requirements.

Response - Shall be understood to mean a written offer to provide services in accordance with these general conditions, instructions and specifications stated herein with exceptions clearly stated.

Invitation - Includes this document and any related attachments and/or amendment(s)/addendum/addenda.

Responsive Proposal - A proposal that fully conforms in all material respect to the Request for Proposal

Responsible Proposer - A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

INVITATION CLARIFICATION

Questions regarding this Invitation should be directed in writing, by E-mail, to amber.hamlin@laramie1.org, as soon as possible after you receive the Invitation. If applicable, answers citing the question(s) asked but not identifying the questioner will be distributed simultaneously to all known prospective proposers.

Note: Written requirements in the Invitation or its amendments are binding, but any oral communication between you and us are not.

****Any communication with other District employees, other than the Senior Buyer, may render your bid non-responsive****

PROPOSER RESPONSIBILITY

We expect you to be thoroughly familiar with all specifications and requirements of this Invitation. Your failure or omission to examine any relevant form, article, site or document will not relieve you of any obligation regarding this Invitation. If at any time we discover deviations in your reply that are not identified, you will be subject to disqualification from consideration or cancellation of the contract.

STATEMENT OF FAIR COMPETITION

It is the district's intent that this Request for Proposal permits competition. It shall be the proposer's responsibility to advise the district in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single or proprietary source. The district must receive such notification no later than June 30, 2026, by 2:00 p.m., via email to amber.hamlin@laramie1.org.

QUESTIONS

Prospective Proposers may make inquiries concerning this RFP to obtain clarification of requirements and are strongly encouraged to do so. **Questions must be submitted in writing**, by E-mail, to Amber Hamlin, Senior Buyer at amber.hamlin@laramie1.org. **Questions may be submitted only until July 21, 2026, 2:00 p.m. (MT).** No questions will be accepted after that time.

Answers citing the question(s) asked but not identifying the questioner will be distributed simultaneously to all known prospective proposers. **Note:** Written requirements in the Invitation or its amendments are binding, but any oral communication between you and us are not.

****Any communication with other District employees, other than the Senior Buyer, may render your bid non-responsive****

SUPPLIER APPLICATION

Your company must have a Proposer's Application on file with us. If you are a new company or need to update your existing application, you may download it from www.laramie1.org. Proposals received without the application may not be considered.

ADVICE OF AWARD

If you wish to be advised of the outcome of this proposal, you may download the tabulation from www.bidnetdirect.com/colorado. You must be a registered Proposer to access the information. Registration options are available for a free or paid service. Tabulations will no longer be mailed by the district; interested parties should be capable of retrieving them electronically from the address above.

RFP AMBIGUITY

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify LCSD#1 of such error in writing and request modification or clarification of the document. LCSD#1 will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from LCSD#1. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal prior to submitting the proposal or it shall be waived.

COLLUSION

The proposer certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The proposer understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful proposer will become contractual obligations of the proposer if the district takes acquisition action in reliance thereon. In addition, any terms of this RFP, not otherwise contained in the proposal, will also become contractual obligations of the proposer unless otherwise agreed to in writing by the district.

Failure of the successful proposer to accept these obligations in a purchase agreement, purchase order, delivery order, or similar acquisition contract may result in cancellation of the award and such proposer may be removed from future solicitations. The district may, at its option, enter into negotiations with the successful proposer, but neither party shall have any contractual obligations unless or until a written contract is signed by both parties and the district takes acquisition action in reliance upon the proposer's response. Under these conditions, the district reserves the right to enter into negotiations with the next ranking proposer on the same terms and conditions as set forth herein.

For this award to go into effect on the date specified by the contract period, it is imperative that the successful proposer and the district work in good faith to conclude contract negotiations no later than September 1, 2026.

ADDITIONS TO THE CONTRACT

During the term of the contract, items that may not have been included on the initial proposal may be included by mutual agreement of the successful proposer and the district. The district shall notify the successful proposer, in writing, of its intent to include new items under this contract. The successful proposer must supply, in writing, its prices on the items plus any discounts it intends to include in the purchase price.

NON-EXCLUSIVE CONTRACT

You and we both understand this is not an exclusive contract and we retain the right to negotiate with and enter into contracts with others providing the same or similar goods and/or services as those you provide. You must disclose to the district any other contract under which you provide goods and/or services to the District.

NO GUARANTEE OF SALE OR ASSIGNMENT

The District does not guarantee that any property will be listed, marketed, sold, or otherwise disposed of during the contract term. The District reserves the right to withdraw any property from the market, reject all offers, discontinue negotiations, cancel a property assignment, or pursue an alternative disposition method at any time when determined to be in the District's best interest. No commission, fee, reimbursement, or other compensation shall be owed unless expressly authorized under the contract and applicable listing agreement.

PROPOSAL INSTRUCTIONS

GENERAL INSTRUCTIONS

Proposals received after the time and date specified, whether delivered, mailed, faxed or emailed, will not be considered and will be returned unopened. This solicitation will not have a public opening.

No proposals will be considered which are not submitted on the attached proposal form signed by a proper official of the company and submitted electronically via bidnetdirect.com/Colorado as **Proposal Number 27RP4007, COMMERCIAL REAL ESTATE BROKERAGE SERVICES FOR DISTRICT PROPERTY DISPOSITIONS, Due: August 5, 2026; 1:00 p.m.**

The proposal must be signed by a person, or persons authorized to legally bind the provider.

Failure to respond (submission of proposal or notice in writing that you do not wish to provide a proposal on that particular transaction but would like to remain on the applicable active proposer's list) to this Request for Proposal will be understood by the District to indicate a lack of interest and may result in the removal of the proposer's name from the applicable active proposer's mailing list for the items concerned.

The district reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the district to accept any item or groups of items in the bid, as may be in the best interest of the district and supported by substantial evidence.

Any expenses incurred by the Proposer in preparation, submission and presentation of the proposal are the responsibility of the Proposer and may not be charged to the district as a separate charge or as part of the services provided.

Proposal information is restricted and not publicly available until after the award of the Contract by the Board of Trustees. Any person following the award process, may view responses to this proposal.

MANDATORY SITE WALKTHROUGH

A mandatory site walkthrough will be held on July 16, 2026 at 1:00 p.m. at the following location:

Deming Elementary
715 W 5th Avenue
Cheyenne, WY 82001

Attendance at the Deming Elementary site walkthrough is mandatory for proposers seeking award under this RFP. The District may, at its discretion, issue an addendum providing an additional walkthrough opportunity or alternative access method.

During the site walkthrough each proposer must completely satisfy themselves of the requirements and specifications set forth in the proposal. This will be the only site walkthrough provided prior to award of contract. Appraisers are welcome, but a formal appraisal appointment can be scheduled later for awarded proposer. Proposers are responsible for their own observations and assessments of the property condition. Questions arising from the walkthrough must be submitted in writing in accordance with the RFP question procedures.

PREPARATION OF PROPOSALS

To facilitate proposal preparation, a copy of this proposal in .PDF format may be obtained and downloaded through our website at this address: www.laramie1.org where you find a link to the Rocky Mountain E-Purchasing System. Or go to www.bidnetdirect.com/colorado. It will be necessary for you to register for this system. There is no charge to register unless you desire to receive automatic e-mail of bids/proposals when they are posted.

The district only accepts bids/proposals submitted via the Rocky Mountain Purchasing System (BidNet). Bids/proposals submitted any other way will not be accepted. Proposers must be registered with BidNet in advance to submit a response; registration is free. The district strongly recommends each Proposer register well in advance of the submittal deadline to ensure they have adequate time to upload and submit their response.

Proposers will not be compensated for generating, producing or duplicating any bid/proposal materials associated with this solicitation and it is the sole responsibility of the Proposer to ensure all required documents are submitted through BidNet by the submission deadline. Responses will be time-stamped by BidNet upon receipt; BidNet does not allow for uploading or submitting documents after the due date and time has passed, so please allow adequate time to upload and submit your response prior to the deadline. After uploading the required documents, Proposers must click the submit button. The district will not accept uploads that are "saved" but not "submitted". To verify that a response has been submitted successfully, Proposers may contact BidNet support or verify via the Bid/Proposal Management tab in the Proposers account, that the documents are not in Draft status.

The district does not have access to, or control of, the Proposer side of BidNet. Please contact BidNet at 1-800-835-4603 for Proposer support.

Proposals are to be prepared simply, providing a straightforward, concise description of the provider's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content. Repetition of the terms and conditions of this proposal request, without additional explanation, will not be considered sufficiently responsive.

Should the proposer have a separate redacted version of their submittal, that should be saved as a separate attachment prior to uploading to BidNet.

Please upload all documents as ONE pdf to BidNet, unless there is a redacted version, in which case there will be TWO pdf's.

If erasures or other changes appear on the proposal forms, the person signing the proposal must initial each erasure or change.

The proposal number shall appear on any technical data or other information furnished by your firm with this proposal.

Receipt of amendments/addendum by proposers must be acknowledged prior to the proposal opening. Amendment/addendum received prior to proposal submittal should be acknowledged in the appropriate space on the proposal document. Amendment/addendum received after proposal submittal should be acknowledged by letter email to the buyer.

In the event it becomes necessary to revise any part of this Request for Proposal, an Addendum to this RFP will be provided to each proposer who received the original RFP by the Purchasing Department of LCSD#1. Proposers shall not rely on any other interpretations, changes or corrections.

Any documents intended to supplement or deviate from the express requirements of this proposal solicitation may result in a rejection of that proposal.

Ownership of all data, material and documentation originated and prepared for the district pursuant to this RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Wyoming Public Records Act. *Exception- See Proprietary/Confidential Information below.*

Any documents intended to supplement or deviate from the express requirements of this bid solicitation may result in a rejection of that bid. Manufacturer quotation forms duplicating the items listed on the enclosed bid can be confusing and are not requested.

PROPRIETARY/CONFIDENTIAL INFORMATION

Any requests for non-disclosure of trade secrets and other proprietary/confidential data shall be submitted to the Business Services Administrator by the Proposer, under separate cover and prior to the proposal opening. After award, the proposals shall be open to public inspection, subject to prohibition of the disclosure of confidential data. Materials designated as proprietary/confidential by the Proposer shall accompany the proposal and shall be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

If a Proposer believes that parts of the proposal are proprietary, then the Proposer must so specify. The Proposer must appropriately mark "Proprietary" on that part of the proposal which the Proposer believes to be so. Should the proposer have a separate redacted version of their submittal, that should be saved as a separate attachment prior to uploading to BidNet.

**** Please upload an original and a redacted version of the proposal if there is any proprietary information ****

The Proposer must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Proposer believes the material to be proprietary. Vague and general claims will not be accepted. The district will be the sole judge as to whether a claim is general and/or vague in nature.

All proposals and parts of proposals that are not marked as "Proprietary" will automatically be considered public information after the proposal has been awarded. The successful proposal may be considered public information, even though parts are marked "proprietary."

The proposal in its entirety shall not be considered proprietary/confidential.

The contents of any proposal are considered proprietary to the individual proposer and shall be kept confidential until award of the contract.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

A proposal that is in the possession of the Business Services Administrator may be altered by written email transmission bearing the signature or name of the person authorized for bidding, provided it is received prior to the time and date of opening.

A proposal that is in the possession of the Business Services Administrator may be withdrawn by the proposer by written request up to the time and date of the proposal closing. Written request must provide contact information for verification of withdrawal request. The withdrawn Proposal, sans withdrawn letter, shall be returned no less than thirty (30) days after award of proposal. Proposals may not be withdrawn after the proposal due date and time.

OMISSIONS

In the event that the District or the provider discovers any omissions in the terms and conditions of the contract that is believed to be essential to the successful performance of the contract, each may so inform the other in writing, and the District and the provider shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objective of the contract.

PREFERENTIAL

Preference will be given pursuant to Wyoming Statutes 16-6-101 through and including 16-6-108 as amended.

When applicable a percentage preferential of five percent (5%) will be allowed. The preferential, when applied, will be accomplished by adding five percent (5%) to the total price of the nonresident proposer. Discounts offered will be taken into consideration and a deduction of the discount amount will be made before application of the preferential.

For further information regarding these Wyoming State Statutes visit:
<https://www.wyoleg.gov/StateStatutes/StatutesConstitution>.

DISCOUNTS

Time in connection with prompt payment discounts offered will be computed from the date of delivery or from the date your bill is received on a Laramie County School District Number One voucher with itemized invoice, whichever is later.

Percentage discounts for payment of invoices in 20 days or more will be considered in the evaluation of proposals. Shorter discount periods will not be considered in the evaluation of proposals.

INTEGRATION

All Request for Proposal documents, proposer's response to each solicitation, all correspondence and addenda contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

ASSIGNMENT OF CONTRACT

The successful proposer may not assign this contract to another party for the performance of the terms and conditions hereof without prior written consent of the Business Services Administrator.

SUBCONTRACTORS

The Business Services Administrator must approve all subcontractors in writing before any work is to be performed.

PUBLIC HEALTH EMERGENCY

During a public health emergency, as defined by W.S. 35-4-1151 or otherwise specified, health emergency to include, but not limited to, the COVID-19 pandemic, the district is bound to comply with all applicable governmental orders (Public Health Orders) and social distancing guidelines set forth by federal, local and state health officials. All non-District employees, contractors, consultants, etc. shall be knowledgeable of and adhere to the same while working on District property or engaged in any District sponsored activity.

Hygiene and social distancing protocols are strictly required and enforced. Any required Personal Protective Equipment (PPE) shall be provided by the employer and not by the district. Noncompliance with Public Health Orders may be considered a cause for termination.

While subject to an active Public Health Order, the District reserves the right to allow for electronic bid/RFP submittals and schedule meetings and pre-bid conferences in a fully virtual setting such as, telephonic or in a videoconference setting.

If either party's performance is disrupted or degraded by publication of a Public Health Order, prompt written notice shall be provided to the other party, identifying such impact in detail, and reasonably estimating its duration. Unique issues including, but not limited to, supply chain restrictions, financing and contract deadlines should be brought up immediately to the appropriate District representative.

If it becomes necessary to suspend work on a facility or other project, care should be taken that the project site or work is left in a safe and secure condition. The district will provide prompt notification to the vendor, contractor, or consultant of any Public Health Order which may impact the work.

1 (i) "Public health emergency" means an occurrence or imminent threat of an illness or health condition caused by an epidemic or pandemic disease, a novel and highly fatal infectious agent or a biological toxin that poses a substantial risk of a significant number of human fatalities or incidents of permanent or long-term disability. The governor shall declare when a public health emergency exists or has ended.

LEGAL REQUIREMENTS

TAX EXEMPT STATUS

Public schools are exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.

APPLICABLE LAWS

The successful Proposer shall keep fully informed on all federal and state laws, including all State of Wyoming Statutes, which in any way affect the ordinances, regulations, orders and decrees in force at the time of award. The successful Proposer shall protect and indemnify the District and its representatives against any claim or liability arising from or based on the violation of any such law, whether by himself or by his employee(s). No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful Proposer for any of the above reasons.

The parties expressly agree and understand that the provider is not an employee or agent of the District in any sense, but is a sole independent contractor.

By submitting their response, Proposers certify they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. Additionally, Proposers certify they comply with the United States Immigration and Nationality Act (INA) Title 8 of the U.S. Code (8 USC) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

The following are pertinent sections of the Wyoming Statutes pertaining to Preference to Wyoming Contractors, Laborers, Materials, and Products. Wyoming Statutes will govern over all provisions stated here. For further information, the complete statutes are available at the Law Library located in the Supreme Court Building, 2301 Capitol Avenue, Cheyenne, Wyoming, at the Support Operations Office, Laramie County School District Number One, 2810 House Avenue, Room 122, Cheyenne, Wyoming, or online at <https://legisweb.state.wy.us/statutes/statutes.aspx>

The selected firm and all brokers or agents performing services under this contract shall maintain all licenses, registrations, and authorizations required to provide commercial real estate brokerage services in the State of Wyoming. The firm shall provide copies of all applicable Wyoming real estate licenses for proposed key personnel with its proposal and shall maintain such licenses in good standing throughout the contract term.

The contractor shall immediately notify the District in writing of any suspension, revocation, lapse, complaint, disciplinary action, or other matter affecting any license required to perform services under this contract. Failure to maintain required licensure may be grounds for disqualification, termination, or removal from a property-specific assignment.

FEDERAL DEBARMENT STATUS – PROCUREMENT OF COMMODITIES/EQUIPMENT

Expenditures or contracts involving federal funds are subject to Federal Rules and Regulations.

Therefore, when expenditures or contracts are to be paid with federal assistance, Federal Regulation 7CFR 3017 regarding Federal debarment status will apply.

Bidder must certify they are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation by any Federal department or agency according to the federal regulation stated above.

For further information regarding 7 CFR 3017 Government wide Debarment and Suspension and System of Award Management (SAM), refer to <http://www.sam.gov>.

FINANCIAL STATEMENTS AND STRATEGIC PLAN

The financial statements and budgets for the district can be reviewed at the following website. [Finance and Business Services](#)

The strategic plan can be reviewed at the following website. [LCSD1 About Us](#)

INSURANCE WHEN PERFORMING SERVICES ON DISTRICT PROPERTY

The proposer shall furnish the District's Purchasing Office with a Certificate of Insurance, which indicates that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance on all employees of the proposer based on statutory limits prescribed by and for the State of Wyoming.
2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Laramie County School District Number One must be shown as an additional insured with respect to this coverage.
3. Automotive Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability (Errors and Omissions) Insurance with limits of not less than \$1,000,000 per claim and aggregate

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Wyoming. The Company must be rated no less than "B+" by the latest edition of Best's Insurance Guide, which is published by A.M. Best Company, Oldwick, New Jersey. Any insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the proposer. The proposer shall be responsible for notifying the district of any modification to, or cancellation of, these policies during the contractual period: including, but not limited to, any pending or paid claims against the aggregate amount of the policy.

Insurance certificates required within fifteen (15) days after notice. Issuance of a purchase order is contingent upon the receipt of the insurance documents. If the proposer fails to submit the required insurance documents within fifteen (15) business days after verbal or written notice to submit such policies is given to the successful offeror by a District representative, the proposer shall be in default of the contractual terms and conditions and will not be awarded the contract.

RESOLUTION OF DISPUTES

Any issues or provisions of the contract in dispute between the District and the Proposer, which, in the judgment of either party to the contract, may materially affect the performance of such party, shall be reduced to writing and delivered to the other party. The District and the Proposer shall promptly thereafter negotiate in good faith and use every reasonable effort to resolve such dispute in a mutually satisfactory manner.

The provisions of the contract shall be constructed in accordance with the provisions of the laws of the State of Wyoming, excluding its conflict of law's provisions. Any legal proceedings against the District regarding this RFP or any resulting contract thereof shall be brought before the administrative or judicial forums in Laramie County, Wyoming.

GOVERNING LAW

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Wyoming. Wyoming law shall govern regardless of any language in any attachment or other document that the Proposer may provide.

VENUE

Any action between the parties arising from this agreement shall be maintained in the courts of Laramie County, Wyoming.

SEVERABILITY

Should any provisions of this contract be declared to be invalid by any court of competent jurisdiction, such provisions shall be severed and shall not affect the validity of the remaining provisions of this contract.

GOVERNMENTAL IMMUNITY

The district does not waive governmental immunity by entering into the contract and specifically retains immunity and all defenses available to them as sovereign is pursuant to Wyoming State Law.

CONTINGENT FEES

Proposer hereby represents that Proposer has not been retained by any person(s) to solicit or secure a LCSD#1 contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to, a breach of this contract, and a breach of ethical standards that may result in civil or criminal sanctions.

PERFORMANCE – FORCE MAJEURE

Successful proposers shall be excused from performance hereunder during the time and to the extent that proposer is prevented from obtaining, delivering, or performing in the customary manner by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants, or facilities by the government. Proposer shall provide the district substantiating evidence that non-performance is due to other than fault or negligence on his part.

GRATUITIES AND KICKBACKS

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decisions, approval, disapproval, recommendations, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub-Proposer under a contract to the prime Proposer or higher tier sub-Proposer or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards that may result in civil or criminal sanctions.

NON-APPROPRIATION OF FUNDS

In the event the District is not granted an appropriation of funds at any time during the contract term for the services subject to this Agreement to make payments for the next contract term and the funds to make such payments for the next contract term are otherwise unavailable by any lawful means whatsoever, the District shall have the right to terminate this agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to this District. Written notice within 30 days of the fiscal year-end of the lack of sufficient appropriation shall be provided by the district as evidenced by the passage of a motion by the Laramie County School District Board of Trustees specifically prohibiting the district from performing its obligations under this Agreement.

CONFLICT OF INTEREST

Proposer warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, LCSD#1 shall have the right to annul this contract without liability or, at its discretion, to deduct price for consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

The broker shall disclose in writing any actual, potential, or perceived conflict of interest, including but not limited to dual agency, representation of a prospective buyer, ownership interest in a prospective buyer, referral fee arrangements, familial or business relationships with prospective buyers, or any financial interest in the purchase, redevelopment, lease, resale, or financing of District property. The District reserves the right to prohibit dual agency or other conflicted representation.

Each signatory avers that to his/her knowledge, no Laramie County School District Number One employee has any personal or beneficial interest whatsoever in the service or property described herein.

DISCRIMINATION

The district hereby notifies all Proposers it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this Invitation and will not be discriminated against on the grounds of race, color, sex, national origin, or ancestry in consideration of an award. Proposer hereby agrees that should he/she be awarded this contract, Proposer will not discriminate against any person who performs work there under because of race, religion, color, sex, national origin, or ancestry.

TERMINATION

The District may terminate the contract, in whole or in part, for convenience upon thirty calendar days' written notice to the contractor. In the event of termination for convenience, the contractor shall be entitled only to compensation expressly authorized under the contract for services accepted by the District prior to the effective date of termination. No lost profits, anticipated commissions, or consequential damages shall be owed.

If either party fails to perform its contractual obligations toward the other party, the aggrieved party may, at its option, notify the other party in writing of the nature of the default. The other party will have thirty (30) days from the date of said notice to cure said default. Upon failure to cure said default within the time allowed, the aggrieved party may terminate the contract and/or avail itself of all remedies at law, including specific performance. The district may withhold any payments to the other party for the purpose of setoff.

PERFORMANCE

The successful proposer shall work in good faith with the district to fulfill all requirements of the Invitation. In the event the minimum requirements of the Invitation are not met, the district shall notify the contractor and provisions for resolution of disputes followed. If the contractor is unable to fulfill his obligations, the contract may be considered for termination.

INDEMNIFICATION

Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

CERTIFICATION AND COMPLIANCE

The undersigned agrees to furnish the commodity and/or services stipulated in the attached Invitation, at the prices and terms stated, subject to the general conditions outlined and the specific conditions identified.

A signed contract furnished to the successful proposer results in a binding contract without further action by either party.


Chris Martinez
Business Services Administrator

SPECIAL PROVISIONS-GENERAL

INTENT

It is the intent of this proposal to establish the terms, conditions and prices for **COMMERCIAL REAL ESTATE BROKERAGE SERVICES FOR DISTRICT PROPERTY DISPOSITIONS** all in accordance with the attached documents.

PROJECT SCOPE

The District seeks to establish a continuing services contract with a qualified commercial real estate brokerage firm to provide brokerage, marketing, valuation, and transaction management services for the disposition of District-owned real property as assigned by the District during the contract term.

The initial assignment under this contract shall be the disposition of the former Deming Elementary property located at 715 W. 5th Avenue, Cheyenne, Wyoming.

The property consists of approximately 43,560 square feet of building area and was originally constructed in 1945. The facility is currently vacant and no longer being utilized for educational purposes. The property includes typical school-related improvements, which may include classrooms, administrative offices, common areas, gymnasium facilities, cafeteria space, parking, and outdoor areas. Interested brokerage firms will be provided access to additional property information and due diligence materials as they become available.

The District anticipates assigning additional property disposition projects during the initial contract term. The District does not guarantee any minimum number of assignments beyond the initial Deming Elementary project.

Additional properties may be assigned to the awarded broker during the contract term by written authorization from the District.

Each assignment may include property-specific requirements, timelines, and reporting expectations.

The selected firm will be responsible for developing and executing a strategy that maximizes market exposure, attracts qualified purchasers, and achieves the highest attainable sale price and most favorable transaction terms.

The scope of services shall include, at a minimum, the following:

1. Property Evaluation and Market Analysis

- Conduct a comprehensive review of the property and its redevelopment potential.
- Analyze market conditions affecting the sale of educational, institutional, and redevelopment properties.
- Prepare a Broker Opinion of Value (BOV) and recommend an appropriate listing price.
- Identify potential opportunities and constraints associated with zoning, land use, and redevelopment.

2. Marketing Strategy and Materials

- Develop a detailed marketing plan for the property.
- Prepare professional marketing materials, including:
 - Property summary
 - Offering memorandum
 - Site and building information
 - Photography and digital content
 - Property brochures and electronic marketing materials
- Create and maintain online property listings on appropriate commercial real estate platforms.

- Develop targeted outreach strategies to maximize exposure among qualified buyers.

3. Buyer Identification and Outreach

- Identify and solicit prospective purchasers, including:
 - Educational institutions
 - Religious organizations
 - Nonprofit organizations
 - Government agencies
 - Investors
 - Commercial developers
 - Residential and mixed-use developers
- Conduct direct marketing campaigns to qualified prospects.
- Coordinate and conduct property tours and inspections.

4. Marketing Administration and Reporting

- Serve as the primary point of contact for all property inquiries.
- Maintain records of interested parties and marketing activities.
- Provide monthly written reports summarizing:
 - Marketing efforts
 - Buyer inquiries
 - Property tours
 - Market feedback
 - Recommendations for adjustments to the marketing strategy

5. Offer Solicitation and Evaluation

- Receive and review offers from prospective purchasers.
- Assist the Owner in evaluating offers and proposed terms.
- Analyze the financial and operational qualifications of prospective buyers.
- Provide recommendations regarding offer selection and negotiation strategies.

6. Negotiation and Transaction Management

- Assist in negotiating purchase agreements and related documents.
- Coordinate communications among the Owner, prospective purchasers, attorneys, title companies, lenders, consultants, and other parties.
- Monitor due diligence activities and contractual milestones.
- Assist in resolving transaction issues through closing.

7. Closing Assistance

- Facilitate completion of all closing requirements.
- Coordinate with closing agents and legal counsel.
- Assist in achieving a successful and timely closing.

Deliverables

At a minimum, for each assigned property, the selected brokerage firm shall provide:

1. Broker Opinion of Value (BOV)
2. Marketing and Disposition Strategy
3. Offering Memorandum and Marketing Materials
4. Monthly Marketing Activity Reports
5. Buyer Prospect Lists and Outreach Documentation
6. Offer Evaluation Summaries
7. Transaction Status Reports
8. Closing Support Services

Performance Expectations

The selected brokerage firm shall demonstrate proactive marketing efforts, maintain regular communication with the Owner, and utilize all reasonable means to maximize exposure and sale proceeds while protecting the interests of the Owner throughout the disposition process.

NO AUTHORITY TO BIND DISTRICT

The broker shall have no authority to accept or reject offers, execute documents, make concessions, modify terms, approve due diligence requests, authorize expenditures, or otherwise bind the District. All decisions regarding listing terms, sale price, offer acceptance, negotiations, purchase agreements, extensions, amendments, closing documents, and related transaction matters shall be made only by the District through its authorized representatives.

DISTRICT APPROVAL AND BOARD AUTHORIZATION

Any listing agreement, purchase agreement, sale transaction, price reduction, material contract amendment, extension, or other material disposition decision shall be subject to approval by the District through its authorized representatives and, when required, the Board of Trustees. No property sale or disposition shall be binding on the District unless approved and executed in accordance with District policy and applicable law.

TENTATIVE RFP TIMELINE

June 23, 2026	RFP published
June 30, 2026	Statement of Fair Competition Due from Vendors
July 16, 2026	Site walkthrough
July 21, 2026	Questions Due from Vendors
July 23, 2026	District Responses to Vendor Questions
August 5, 2026	Proposals Due and Evaluation Begins
September 14, 2026	Board Meeting
September 15, 2026	Anticipated Contract Issued

CONTRACT PERIOD

The contract period shall commence September 16, 2026 and end August 31, 2031, subject to the renewal options shown below.

RENEWAL

The proposer and the District covenant and agree that this proposal or subsequent contract may, with the mutual approval of the proposer and the District, be renewed under the same terms and conditions of this proposal or contract except pricing, which may not exceed 5% above the price of the prior agreement. The District may renew the contract for up to two (2) additional five (5) year terms. The total contract duration, including the initial term and all renewal terms, shall not exceed fifteen (15) years. The District shall notify the proposer of its intent to exercise a renewal option in writing prior to the expiration of the current contract term. Renewal is subject to approval by the Board of Trustees.

EXTENSION

The district reserves the option to temporarily extend this contract for a period not to exceed an additional 90 days.

LCSD#1 REPRESENTATIVES

The sole point of contact for this proposal shall be Amber Hamlin, Senior Buyer, 307-771-2116, email: amber.hamlin@laramie1.org . Any questions regarding any aspect of this proposal shall be directed in writing to the buyer specified by email. Every effort will be made to respond to the question(s) in a timely manner.

****Any communication with other District employees, other than the Senior Buyer, may render your bid non-responsive****

ACCEPTANCE PERIOD

The district reserves the right to conduct discussions with the proposers and to accept revisions of their proposals and negotiate price changes. During the discussions period, the district will not disclose any information derived from proposals submitted or from discussion with other bidders.

EVALUATION AND AWARD

All proposals submitted in response to this RFP will be reviewed for responsiveness prior to evaluation and scoring.

The evaluation will be conducted as follows:

The evaluation committee will perform an evaluation of the written proposals where each criterion will be evaluated according to the specifications listed herein, and the District will assign weighing factors and will score all proposals accordingly. Due to the evaluation procedure for this RFP, lowest cost may or may not indicate the successful award.

At their sole discretion, the evaluation committee will make a recommendation for award to the Board of Trustees, determined to be in the best interest of the District. The Board of Trustees will make the final determination for award.

Failure to provide any information requested in this RFP may result in disqualification of proposal and shall be the responsibility of the proposing firm or individual.

Award will be all to one. The District intends to award one continuing-services brokerage contract under this RFP. However, the contract shall be non-exclusive, and the District reserves the right to use other brokers, consultants, auction services, appraisal services, or disposition methods when determined to be in the District's best interest. The award will be covered by a contract issued by the Business Services Administrator.

BROKER OPINION OF VALUE

The Broker Opinion of Value shall be provided for marketing and disposition planning purposes only and shall not constitute a formal appraisal unless separately authorized by the District in writing. The District reserves the right to obtain an independent appraisal, appraisal review, or other valuation services at any time.

The broker shall clearly identify the assumptions, market data, comparable sales, zoning or land-use considerations, property condition assumptions, and other factors relied upon in developing the Broker Opinion of Value. The broker shall not represent the Broker Opinion of Value as an appraisal or as a guaranteed sale price.

PROPERTY CONDITION, ENVIRONMENTAL MATTERS, AND DISCLOSURES

The broker shall not make representations regarding environmental condition, hazardous materials, asbestos, lead-based paint, underground storage tanks, building systems, code compliance, zoning, title, survey matters, utilities, square footage, property condition, or other due diligence issues except as expressly authorized in writing by the District.

The broker shall coordinate with the District regarding property information and disclosures to be provided to prospective purchasers. Any property condition reports, environmental reports, building information, or other due diligence materials provided to prospective purchasers shall be approved by the District before release.

AVAILABILITY OF FUNDS

In the event the District is not granted an appropriation of funds at any time during the contract term for the goods, supplies, services subject to this agreement to make payments for the next contract term and the funds to make such payments for the next contract term are otherwise unavailable by any lawful means whatsoever, the district shall have the right to terminate this agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to this district. Written notice within 30 days of the fiscal year-end of the lack of sufficient appropriation shall be provided by the district as evidenced by the passage of a motion by the Laramie County School District Board of Trustees specifically prohibiting the district from performing its obligations under this agreement.

The obligations of LCSD#1 pursuant to this Agreement in any fiscal year for which this agreement is in effect will constitute a current expense of LCSD#1 for that fiscal year only and will not constitute an indebtedness of LCSD#1 beyond that fiscal year. Client's obligations under this Agreement are also subject to the limitation on the authority of the present board of trustees to bind any future Board of Trustees of Laramie County School District No. One.

SPECIAL PROVISIONS-CONTRACTOR/PROPOSER

SAFETY

When on-site, the contractor shall maintain a safe work environment at all times. Proposer shall report immediately to a District representative the existence of unsafe conditions, which will compromise the performance of the service.

CONTRACTOR/CONTRACTOR'S EMPLOYEE/ AND OR SUBCONTRACTOR CONDUCT

The contractor shall be responsible for the supervision and direction of work performed by its employees, and/or subcontractors. Laramie County School District No. One shall not exercise any control or supervision over contractor's employees and/or subcontractors.

The contractor's employees and/or subcontractors shall refrain from smoking, or use of tobacco products as well as alcohol in any District facility, property, or vehicle. Any person wishing to use tobacco products or alcohol must leave the district owned property to do so.

The contractor's employees/subcontractors shall refrain from the use of vulgarities while on District owned property.

The contractor's employees and/or subcontractors shall wear proper attire to include no vulgarities or sexually suggestive graphics.

Contractor, contractor's employees and/or subcontractors shall not have any contact with students.

Contractor, contractor's employees and/or subcontractors shall have appropriate identification at all times.

At no time shall any contractor, contractor's employee and/or subcontractor be deemed an employee of LCSD#1.

The contractor, contractor's employees, and or subcontractors shall confine their activities to the work site and area(s) designated for their use.

Contractor, contractor's employees and/or subcontractors shall not request keys to the District facilities without prior approval from the Director of Finance. Under no circumstances shall contractor, contractor's employees and/or subcontractors remove keys from the premises or reproduce keys to any District facility.

CONTRACTOR RESPONSIBILITIES

The successful contractor shall furnish all labor, any tools, equipment, materials and supplies to perform the services as specified.

Any damages to LCSD#1 property as the result of negligence caused by the successful contractor of his personnel shall be repaired at the contractor's expense by a contractor approved by the district.

DISTRICT RESPONSIBILITIES

The district shall provide the successful contractor with full and free access to the area and/or equipment to render service thereon.

SUBSTANCE FREE ENVIRONMENT

The use of tobacco, drugs, or alcohol is prohibited in all District buildings, vehicles, and on the grounds of the District facilities.

PERFORMANCE

If during the term of this contract, the successful contractor fails to perform for any cause other than those listed herein, it may be due cause for forfeiture of the balance of the contract, and subsequent removal from the active bidder's list for a period to be determined by the Business Services Administrator.

Repeated instances of unsatisfactory performance shall be cause for cancellation of the contract.

Unsatisfactory performance shall be defined as no service, consistent late service or failure to comply with the minimum requirements of the Invitation.

The Business Services Administrator or designee shall decide all questions that may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the administrator or his designee, performance becomes unsatisfactory, the district shall notify the contractor.

ANTITRUST

By entering into a contract, the successful Proposer conveys, sells, assigns and transfers to the district all rights, titles and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Wyoming, relating to the particular goods or services purchased or acquired by the district under said contract.

PAYMENT TERMS/CONDITIONS

In order to receive payment for services furnished to LCSD#1, the Proposer must submit an itemized invoice to Laramie County School District Number One, Accounts Payable, 2810 House Avenue, Cheyenne, WY 82001. Any deviation will cause significant delay in payment. Standard payment terms are Net 45, per W.S. 16-6-602.

Invoices shall show the following:

- a. The District's purchase order number
- b. The Proposer's invoice number
- c. Complete description of the services furnished
- d. All applicable prompt payment discount terms

The Proposer shall receive payment from LCSD#1 after:

- a. The Proposer delivers and the District accepts the services
- b. The Proposer submits the itemized invoice
- c. Payment to the Proposer is made by means of a District warrant in the amount due

Laramie County School District Number One will not pay for services in advance.

Commission shall be payable only upon successful closing of each assigned sale transaction in accordance with the listing agreement and contract documents. No commission shall be earned or payable upon receipt of an offer, execution of a letter of intent, execution of a purchase agreement, failed closing, termination of negotiations, or withdrawal of a property from the market.

Any protection period must be specifically proposed, limited in duration, and apply only to prospects who were specifically identified in writing to the District before expiration or termination of the applicable listing agreement.

No marketing expenses, administrative fees, technology fees, photography costs, travel costs, or other reimbursable expenses shall be payable unless expressly approved in writing by the District in advance.

Any compensation to a cooperating buyer broker shall be addressed in the listing agreement or other written contract documents approved by the District. The District shall not be responsible for buyer-broker compensation, cooperating broker compensation, referral fees, transaction fees, or other brokerage compensation unless expressly authorized in writing by the District. Any proposed buyer-broker compensation must be disclosed to the District in advance and shall be subject to District approval.

Receipt of services in response to the contract may result in authorized payment on the part of the District. However, payment shall remain subject to verification that the services were performed in accordance with the contract requirements and listing agreement. Should the services rendered fail to meet the requirements of the contract, the District reserves the right to reject such services or to negotiate a mutually acceptable resolution with the Proposer.

WRITTEN PROPOSAL CONTENT

The district desires all Proposals to be identical in format in order to facilitate comparison. While the District's format may represent a departure of the Proposer's preference, the district is requiring strict adherence to this format. Variations from the format may result in a Proposer being declared non-responsive.

All items in each section must be addressed in that section.

- **IT IS NOT SATISFACTORY TO DIRECT THE DISTRICT TO A WEBSITE OR OTHER SECTION OF THE RESPONSE**
- Variations from the format may result in a Proposer being declared non-responsive.
- Responses that are not clear and concise may result in the Proposer being declared non-responsive.
- Be sure to clearly distinguish between the question and the response. Combined and/or unclear responses may have a negative impact on your points allotted.
- Please fully address each section in its entirety

*****DO NOT LEAVE A SECTION BLANK! IF IT DOES NOT PERTAIN TO YOU, PLEASE INDICATE WHY IT DOES NOT PERTAIN TO YOU. ALL SECTIONS WILL BE SCORED IN THE EVALUATION PROCESS. LEAVING A SECTION BLANK WILL RESULT IN BEING SCORED NON-RESPONSIVE*****

The Table of Contents for the Proposal must be as follows:

Cover Letter/Introduction

Executive Summary

Firm Profile and Qualifications

Description of firm

Qualifications and References

Key Personnel Assignments

Financial Stability

Statements of Key Project Issues

Marketing Strategy

Marketing Commitments

Disposition Strategy

Valuation and Market Analysis

Compensation Proposal

Continuing Services

Proposal Documents

Proposal Forms

Value-added Services

Brokerage Conflicts and Dual Agency Disclosure

Exceptions

Proprietary Information (if applicable)

EXPLANATION OF DESIRED CONTENT

Cover Letter/Introduction

Executive Summary

Provide an executive summary of the Broker's Proposal. The summary should include highlights of this proposal that make it superior or unique in addressing the needs of the district.

Firm Profile and Qualifications

Description of the Firm

Provide a summary description of the origin, background, and current size (e.g., annual revenues, number of full-time employees), office location, and ownership structure of the Broker. If the Brokerage Firm is comprised of multiple independent divisions with separate lines of business, also provide this information for the division that will be involved in this contract.

Provide a summary describing the Broker's areas of expertise and resource capabilities as they relate to this proposal.

Brokerage firm or proposed lead broker must show at least five years of relevant commercial real estate brokerage experience.

Qualifications and References

Provide a list of five (5) comparable assignments, including any continuing services agreements with public entities, within the past five years, that best demonstrate your ability to perform the work as described in this RFP. The district reserves the right to contact any client, whether or not listed in this section of the Proposal, to obtain information regarding work that the Broker has performed. For each project listed, provide the following information:

- Property Type
- Location
- Sale Price
- Marketing duration
- Clients contact name, telephone number, and email address
- Names of any Brokerage Firm's staff who worked on each project who are proposed to work for the district.

Key Personnel Assignments

Provide a matrix summarizing the qualifications and experience of key Brokerage Firms personnel. The matrix is to include the following columns:

- Name
- Position title on this project
- Number of commercial properties sold within the past 5 years
 - Specifically list out former school sales, Public property sales, Government-owned property dispositions, and Adaptive reuse projects.
- Experience providing continuing brokerage services for governmental entities, school districts, municipalities, counties or other public agencies.
- Direct Knowledge of Cheyenne and regional markets.
- Minimum number of hours guaranteed to be assigned to this project.
- Provide a copy of each valid real estate brokerage license

Financial Stability

Provide either a Dunn and Bradstreet, Standard and Poors Rating or a full set of audited financials.

Statements on Key Project Issues

Marketing Strategy

In this section, the Broker shall describe the following:

- Proposed marketing approach
- Target buyer groups
 - Which groups are most viable and why?
- Advertising Methods
- Outreach Strategy
- Timeline

Marketing Commitments

In this section, the Broker shall specify the following:

- Number of direct outreach contacts
- Email campaigns
- Investor database size
- Listing platforms
- Social media strategy
- Broker to broker marketing
- Describe your firm's approach to marketing multiple property types that may be assigned during the contract term.
- For Deming Elementary specifically, identify three specific categories of prospective purchasers your firm intends to target within the first 30 days of marketing and explain why those categories are likely candidates for this property.

Disposition Strategy

In this section, the Broker shall explain the following:

- The recommended disposition strategy and why
 - Please discuss the process used to decide between traditional listing, sealed bid process, request for offers, auction, redevelopment positioning, public-sector disposition considerations.
- Describe the highest and best use opportunities for the property and explain which use(s) your firm believes offer the greatest likelihood of a successful sale.
- Whether redevelopment targeting is appropriate
- Describe the three most significant challenges associated with marketing and selling this property and explain how your firm would address each challenge.
- Expected time to contract and close

Valuation and Market Analysis

In this section, the Broker will provide a preliminary opinion regarding the following:

- Estimated market value range
- Recommended listing price
- Expected marketing timeline
- Current market conditions affecting the sale
- Supporting rationale
- Describe the methodology that would be used to prepare a Broker Opinion of Value.
- Identify the comparable sales data, market factors, zoning or land-use considerations, property condition assumptions, and other information that would be considered.
- Describe any limitations of the Broker Opinion of Value.
- State whether any formal appraisal services are included in the proposal.

Compensation Proposal

In this section, the Broker will include the following:

- Proposed commission structure, to include:
 - Listing commission
 - Buyer-broker split
 - Minimum fee
 - Administrative fees
 - Marketing reimbursement requests
 - The District anticipates compensation to be commission-based but will consider alternative compensation structures.
- Describe the commission structure that will apply to future property assignments during the contract term.
- Any additional fees or reimbursable expenses
- Protection Period
- Term of listing agreement, to include initial listing term and extension options

**** LCSD#1 will not assume responsibility for any undisclosed costs involved with this contract ****

Continuing Services

In this section, the Broker shall explain the following:

- Describe your firm's capacity to manage multiple District property assignments simultaneously.
- Describe how your firm would ensure continuity of service if key personnel assigned to the District are no longer available during the contract term.

Proposal Documents

Proposal Forms

The following shall be included here:

- Proposal Forms completed and signed.

Value Added Services

Broker shall include any information regarding their company and what additional services if any are offered.

A response is required either way.

Brokerage Conflicts and Dual Agency Disclosure

Disclose any actual, potential, or perceived conflicts of interest related to this RFP, the Deming Elementary property, prospective buyer representation, dual agency, referral arrangements, compensation from third parties, ownership interests, redevelopment interests, or other relationships that could affect the Proposer's services to the District. If none exist, state "No conflicts disclosed."

State whether the Proposer intends to request permission to act as a dual agent or transaction broker in any District property disposition. If so, describe the circumstances under which such representation would be requested and how the Proposer would protect the District's interests.

Exceptions

In the event the Broker wishes to take exception to or deviate from the specifications, requested information or requirements outlined within this RFP, such exception or variation must be clearly set forth in writing.

A response is required either way.

Proprietary Information

The Broker shall insert any proprietary information here.

A response is required either way.

**LARAMIE COUNTY SCHOOL DISTRICT NUMBER ONE
PROPOSAL FORMS**

1. Undersigned proposes to provide **Commercial Real Estate Brokerage Services for District Property Dispositions** to Laramie County School District Number One in compliance with the Request for Proposal, Special Provisions, and Minimum Specifications.
2. By submission of this proposal, the proposer certifies that:
 - A. Prices in this Invitation have been arrived at independently, without consultation, communication or agreement with any other person, firm or corporation for the purpose of restricting competition.
 - B. Prices have been verified by the Proposer and the conditions of this proposal have been reviewed and accepted by all appropriate parties constituting this offer.
 - C. Prices in this Invitation have not knowingly been disclosed, by the proposer, to any other proposer, and will not be prior to award.
 - D. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
 - E. The individual signing this proposal certifies that he/she is a legal agent of the Proposer and is further authorized to represent the offering and is legally responsible for the decision as to the prices and supporting documentation provided.

Company Name	
Name of Assigned Representative/Agent	
Company's Principal Place of Business	
City, State, Zip Code	
Phone Number (800 preferred)	
Fax Number	
Email Address for Assigned Representative	
Email Address to Receive Purchase Orders	
Name of Escalation Representative	
Email Address of Escalation Representative	
Time period bid prices will be held firm after bid opening for evaluation	
Taxpayer Identification Number	
Employer Identification Number	
Social Security Number (If applicable)	
Incorporated: <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, specify State of Incorporation:
Discounts allowed for prompt payment	20 Calendar Days _____% 30 Calendar Days _____%
Guaranteed delivery days after receipt of order	
Company website (if applicable)	
Company Bid Identification or Quotation Number (If Applicable)	
Bid prices are established for the contract period?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Vendor shall check to certify and/or acknowledge the following:

- ☐ Check to certify the instructions and specifications have been carefully examined
- ☐ Check to certify all terms and conditions noted in the bid are understood
- ☐ Check to certify the pricing has been verified and Proposer understands they shall be responsible for any error or omission in the bid offer
- ☐ Check to certify that the execution of a contract constitutes a representation by the Proposer that to the best of the Proposers knowledge no conflict of interest exists between the District representatives and the Proposer or its employees or agents
- ☐ Check to certify this bid is made without any previous understanding or agreement with any other person, firm or corporation submitting a bid for the same purpose and in all respects is fair and without collusion or fraud. The bidder further certifies that they have not divulged or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever.
- ☐ Check to certify this bid contains the entire understanding of the parties and supersedes all prior understandings, agreements, or representations by or between the parties, whether oral or written, which in any way relate to the subject matter of this agreement.
- ☐ Check to acknowledge proof of insurance will be submitted within fifteen (15) days following notification of award naming the District as additional insured
- ☐ Check to acknowledge, if applicable, receipt of addendum and/or amendment.

Initial the following:

- ☐ One or more of your employees has/have a familial or business relationship with a District employee and this relationship is disclosed in this bid submittal
- ☐ None of your employees have a familial or business relationship with a District employee

Initial the following:

- ☐ Bidding as Wyoming Resident
- ☐ Non-resident bidder

Initial the following:

- ☐ Bidding as small, minority and women's business enterprise

I, the undersigned, official of the institution named below, certify that I have examined all of the materials contained in this request for proposal.

I also, as an authorized agent of this firm, certify by submission of this form that neither I nor any of the firm's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State of Wyoming department or Agency.

Company Name

Name of Authorized Rep. – Typed or Printed

Street Address/P.O. Box

Signature of Authorized Representative

City/State/Zip

Date

Instructions for Certification

1. By signing and submitting this form, the prospective bidder or participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective bidder or participant knowingly rendered an erroneous certification, in addition to other remedies available, the School Food Authority (SFA) or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective bidder or participant shall provide immediate written notice to the person or SFA to which this proposal is submitted if at any time the prospective bidder or participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective bidder or participant agrees by submitting this form that, should the proposed transaction be entered into, it shall not knowingly enter into any transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, unless authorized by the department or agency with which this transaction originated.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a bidder or participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

WYOMING DEPARTMENT OF EDUCATION

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

This Certification is for any contract awarded by a grantee or subgrantee for federally-required audit services, regardless of dollar amount, and for any other procurement contract expected to equal or exceed \$25,000.00.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE.)

- (1) The prospective bidder or participant, by submission of this form, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective bidder or participant is unable to certify to any of the statements in this Certification, such prospective bidder or participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date