REQUEST FOR QUALIFICATIONS
RFQ# 1656
Mary Blair Elementary For Districtwide Community Use

INTRODUCTION:
The Thompson School District R2-J is interested in qualifying service providers for facility use of the current Mary Blair Elementary School building by a non-profit entity or entities that provides affordable services to substantially similar individuals and families as those served by the District in accordance with the specifications here in. The District goal is to provide safe and dependable services to the overall District community while demonstrating financial responsibility to the community.

DUE DATE:
To be considered, both physical and emailed responses must be received in the office of the Materials and Procurement Manager no later than Friday, January 7, 2022, by 02:00 pm MST (1400hrs) prevailing MST. LATE RESPONSES WILL NOT BE ACCEPTED.

REQUEST FOR RESPONSES SCHEDULE:
Documents released on or before 12.15.2021
Questions Due by 3:00 pm MST Thursday 12.23.2021
Final Addendum Date Friday 12.31.2021
Responses are Due prior to 2:00 pm MST Friday 01.07.2022
Presentations/Interviews/Site Visits Scheduled as necessary after due date

RETURN PHYSICAL RESPONSES TO:
Thompson School District R2-J, Administration Building – Purchasing Dept.,
Attn: Mike Paradise - RFQ 1656, 800 S Taft Ave, Loveland, CO 80537

SUBMIT EMAILED RESPONSES AS AN ATTACHMENT(S) TO:
Mike Paradise | mike.paradise@thompsonschools.org
Include Organization/Company name, followed by “TSD RFQ #1656 Response” in the subject line.

FOR ANY UPDATES, ADDITIONAL INFORMATION, AND OFFICIAL ADDENDUMS INTERESTED PARTIES ARE ADVISED TO FREQUENTLY CHECK THE DISTRICT’S MATERIALS AND PROCUREMENT WEBSITE AT: https://www.thompsonschools.org/page/115

QUESTIONS:
Please contact Mike Paradise at (970) 613-6888 | mike.paradise@tsd.org
Organizations interested in submitting a response are directed not to make contact with or attempt to influence the members of the District’s Board of Education, District Administration/Staff. Failure to adhere to this requirement may result in disqualification. Emailed questions must have your organization/company name, followed by “TSD RFQ #1656 Question” in the subject line.
REQUEST FOR QUALIFICATIONS

Mary Blair Elementary For Districtwide Community Use

RFQ# 1656

DESCRIPTION

Due to lower enrollment, the Thompson School Districts Board of Education (BOE) approved a plan to consolidate the Mary Blair Elementary School building (MBE), located at 860 East 29th Street, Loveland, CO 80538, into Conrad Ball Middle School. The BOE approved the MBE school facility be used for facility use by a Non-Profit Entity or Entities (Service Provider) that provides affordable services to substantially similar individuals and families as those served by the District. The Thompson School District is requesting Responses for evaluation in qualifying Service Providers who would desire to construct/remodel/operate the facility as a new community center as outlined by the District’s expectations in this RFQ.

From this qualified list, a Service Provider will be selected. At which time both parties will sign the Memorandum of Understanding (MOU) referenced in Exhibit B. By signing the MOU, the selected Service Provider agrees to support the collaborative efforts to obtain the final outcomes aligned, which is a long-term lease agreement noted in the MOU, and confirms their intent to construct/remodel/operate the facility as a new community center.

A. GENERAL REQUIREMENTS

1. The Service Provider may not submit more than one Response. The emailed Response, including the RFQ certification form and supporting documents, must be the same as the physical response, including the RFQ certification form and supporting documents. In the event there is a discrepancy in all or part of the physical and emailed responses, only the physical response will be considered. Multiple responses under different names will not be accepted from one Service Provider. The physical response shall be enclosed in an envelope that shall be sealed and clearly labeled “Statement of Qualification MBE for Districtwide Community Use – RFQ 1656” and include the following on the exterior of the envelope:

[Name of Service Provider]
Thompson School District R2-J, Admin Building – Purchasing Dept.,
Attn: Mike Paradise
800 S Taft Ave,
Loveland, CO 80537
DUE DATE AND TIME: Friday, January 7, 2022, by 02:00 pm MST.

The emailed Response should be emailed as an attachment(s) to:
Mike Paradise | mike.paradise@tsd.org. In the Subject line, include your organization/company name, followed by “TSD RFQ #1656 Response”.

Both physical and emailed Responses shall be submitted on or before the Response Date. Late Responses will not be accepted. It is the responsibility of the Service Provider to ensure that the Response arrives and is emailed before the designated date and time.
2. Service Provider must sign the RFQ Certification Form (Exhibit A) using the Service Provider’s usual signature and giving a full organization/company address, phone, and e-mail. Unsigned Responses will not be accepted. If the Service Provider is a corporation, the full name must be inserted and signed by the President and attested to by the Secretary; if a limited liability company or partnership, the full name of the entity must be inserted and signed by the managing member or partner; if a partnership, all partners must sign individually as well as in the firm’s name. One partner should be designated as the authorized representative. Signing the Certification Form shall be a representation and warranty by the person signing that he or she has the requisite authority to do so. The names of all persons signing should also be typed or printed below the signature. A proposal from a person who affixes the word “president,” “secretary,” “agent” or other designation without disclosing the principal shall be held to be the response of the individual signing. When requested by the District, evidence of the authority of the person signing shall be furnished.

3. Complete and submit the RFQ Certification Form attached hereto as Exhibit "A" and incorporated by this reference. Failure to complete this form will result in automatic disqualification of the submission.

4. Complete and submit the Certification for Consultant form attached hereto as Schedule "C" and incorporated by this reference. Failure to complete this form will result in automatic disqualification of the submission.

5. Meet all indemnification and insurance requirements as set forth in Schedule "D". It is to be noted that the District may change these requirements in the final terms of the contract. Proof of the required insurance should be submitted with the Statement in the form of an insurance certificate or other document indicating that the firm's current insurance policies will comply with the District's requirements.

6. Agree to comply with the applicable provisions of the assurances set forth in Schedules “E” and “F” attached hereto and incorporated by this reference.

7. Agree to allow duly authorized agents of the District access to any books, documents, papers or records which are directly pertinent to the qualification of Service Providers and subsequent selection.

B. RESPONSE SUBMISSION REQUIREMENTS

The following provides information necessary to aid participating Service Providers in formulating a thorough Response. The District will select a qualified list of Service Providers to provide services as defined herein.

CONDITIONS

1. Facility use by a non-profit entity or entities that provide affordable services to substantially similar individuals and families as those served by the District.

2. The entity, selected from the qualified list of entities, will enter into a Memorandum of Understanding (MOU) with the District. The MOU will negotiate complete scope of services, cost for entity and TSD, and overall, contractual obligations. Attached as Exhibit “B”

3. This will be a lease agreement with the District that will consist of 10 year terms with the option to renew for additional terms. Actual lease terms will be negotiated with the successful entity.
   a. Refer to conditions in the MOU and Section 6 of the Proposal Requirements below for alternate proposal/purchase options.
4. Capital expenses to convert the facility to desired use would be covered by the selected entity. Such cost will be negotiated as part of the contract agreement to determine investment protection for the entity and TSD.

5. Maintenance of the site and grounds would be negotiated in the lease term.

6. Entity must adhere to all local, state, and federal requirements in accordance with the provided services.

**SCOPE OF WORK**

1. The successful entity will need to perform facility modifications to satisfy the scope of services. Include conceptual ideas of what modifications will be suggested and a tentative means of funding.
2. Successful entity will need to describe their local involvement in the TSD community
3. The successful entity will engage in a close relationship with the District to set up and establish services that meet the needs of the TSD students and community. Examples of such services may include but not be limited to:
   a. Child Care
   b. Nutrition options for during the day or nightly food pantry.
   c. Sports and physical activities
   d. Wrap around services for families
   e. Housing service opportunities including but limited to
      i. Laundry
   f. Educational programs that close academic/Social-Emotional learning gaps. Examples
      i. Robotics
      ii. STEM
      iii. reading classes, etc
      iv. Math
      v. Literacy
   g. GED and adult education opportunities
   h. Mental Health
   i. Homeward alliance - shelter opportunities

4. The successful entity may partner with outside entities for additional program needs as outlined in the MOU.
5. The successful entity will have to engage the larger community prior to program commitment to gather input and feedback on the services provided.

**PROPOSAL REQUIREMENTS**

Service Providers responding to this RFQ are requested to number pages and provide a Table of Contents for the list below. Completely address items 1.0-7.0 in sequential order, each under a separate tab. Attach additional information as it relates to each item, as needed. Responses are encouraged to be very specific and detailed.
1.0 Provide a brief description of your entity including:

   a. Names of principal owner(s), partner(s) or officer(s);
   b. Length of time the firm has been in business in Colorado under the current legal name, including current local office and Headquarters locations, as well as Colorado Front Range office size;
   c. Principal owner, partner, or officer that would oversee the contract;
   d. A dedicated point of contact with a direct phone number and/or email address for District use;
   e. Evidence of ability to meet all requirements of local, state, and federal agencies and similar scope of work in another program or center;
   f. Confirm and describe how your entity’s business operations can support the scope of work, including the firm's financial statement, organization chart, and any other evidence.

2.0 Provide a detailed description on your plan/approach to create a space that is equitably accessible to a K-12 and adult community. How will your entity approach removing or reducing barriers to access. Demonstrate how the fee schedule is in line with average service costs in Larimer County. Provide a detailed description on your approach to achieving alternate funding for the project, including any Federal, State, or Local opportunities your firm is considering.

3.0 Include a written narrative demonstrating the entity's ability to satisfy the Scope of Work. Within the narrative, clearly address each specific item listed in the Scope of Work, including proposed program offerings in Section 3. Provide numbering and headers that correspond to each item.

4.0 Include a statement regarding any previous violations of State, Federal or local guidelines for which entity was cited and became a matter of record. Also include a statement regarding any situations in which entity services were terminated by client for issues related to quality of care or other operational issues.

5.0 Describe any additional special programs or areas of emphasis that would be considered beneficial in helping the District understand your firm’s level of expertise and any other data deemed necessary for the District’s evaluation.

6.0 Optional section to provide an alternate offer or option (i.e. purchase building) if the above conditions and scope of services don’t work for your entity. Please provide as much detail as possible with explanation.

D. RIGHTS RESERVED

1. The District reserves the right to accept, reject, workshop, or readvertise, any or all submissions, or any part thereof, and make any selection resulting from this Request for Qualification as it deems to be in the best interest of the District.

2. The District shall reserve the right to waive and determine the nature of minor irregularities. A minor irregularity is a variation from the Request for Qualification, terms and requirements which does not constitute failure to comply with requirements set forth in this request. A Service Provider may not modify its Response after submission.

E. PUBLIC RECORDS

1. Once opened by the District, a response to this Request for Qualification is a public record under Colorado Revised Statutes.
2. Any Service Provider selected under this Request for Qualification will be required to allow public access to all documents, papers, letters or other material subject to the provisions of Colorado Revised Statutes, and made or received by the Service Provider in conjunction with such selection.

F. SELECTION PROCESS

An Evaluation Committee will evaluate all written submissions received and will establish a short list of the top ranked firms. A pool of qualified firms will be created and used to select the non-profit service provider to construct/remodel/operate the MBE facility as a new community center.

The following criteria, not necessarily listed in order of importance will be used to evaluate the submissions. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet.

- Quality and comprehensiveness of proposal and overall responsiveness to RFQ
- Qualifications and availability of resources to provide required services
- Qualifications and experience of the firm
- Local community presence
- Capabilities to meet the scope of work, specifications, and requirements.
- Evaluation of business practices and site visit(s) of bidder’s location(s)

The District reserves the right to accept or reject any or all submissions, to waive irregularities and technicalities, request resubmissions, and enter into negotiations with submitters as warranted. The District reserves the right to award a contract to the firm whose submission is most advantageous to and in the best interest of the District. The District shall be the sole judge of which submission is in the best interest of the District.

G. QUESTIONS

Any and all questions pertaining to this RFQ must be submitted in writing no later than 3:00p.m., Thursday, December 23, 2021. All Questions must be submitted via email to: Mike Paradise, Materials and Procurement Manager, (970) 613-6888, e-mail: mike.paradise@tsd.org. Emailed questions must have your organization/company name, followed by “TSD RFQ #1656 Question” in the subject line.
EXHIBIT A
REQUEST FOR QUALIFICATION CERTIFICATION FORM

RFQ #1656
Mary Blair Elementary For Districtwide Community Use

Issued By
THOMPSON SCHOOL DISTRICT R2-J
800 SOUTH TAFT AVENUE
LOVELAND, COLORADO  80537

(Responses Must Be Received By: Friday, January 7, 2022, by 02:00 pm MST)

Submitted By (please type or print clearly):

Organization/Company Name: _____________________________________________________________
Address: _______________________________________________________________________________
City: ________________________________________ State: ________ Zip: _____________________
Telephone: ______________________ Email: ________________________________________________

1. To be considered for award, one (1) completed original of your complete Response including this RFQ
   Certification Form and supporting documents must be returned in a sealed envelope clearly marked. Also, the
   same complete Proposal including this Certification Form and supporting documents should be emailed as an
   attachment(s). Both as noted in Section A, 1.
2. Complete responses must be received by the District’s Materials and Procurement department by the date and
   time specified for the official RFQ closing.

Response Certification:

The undersigned hereby affirms that:

♦ He/She is a duly authorized agent of the Service Provider, per Section A, 2 of the RFQ;

♦ He/She has read all the RFQ in full, including this form and other documents, which were made available
  to the Service Provider in conjunction with this RFQ and fully understands and accepts these
  requirements of the RFQ;

♦ The Response is being offered independently of any other Service Provider;

By: _________________________________________  ____________________________________
   Manual Signature          Date

_________________________________________  ____________________________________
   Typed/Printed Name         Title

Note: Responses without the manual signature of an authorized agent of the Service Provider shall be
considered non-responsive and ineligible for acceptance. Signature(s) must adhere to Section A, 2 of the RFQ.
EXHIBIT B

MEMORANDUM OF UNDERSTANDING TO USE MARY BLAIR ELEMENTARY FOR DISTRICTWIDE COMMUNITY USE

This Memorandum of Understanding for Facility Use ("MOU") is made as of this ___ day of ____________, 20___, by and between Thompson School District, ("Grantor") and __________________________, a Colorado non-profit ("Grantee"), referred to individually or collectively as “Party” or “Parties.”

RECITALS

WHEREAS, the Grantor is the owner of the real property located at 860 East 29th Street, Loveland, Colorado 80538 and referred to herein as the “Property;” and

WHEREAS, the Grantee wishes to construct/remodel the facility to use for a new community center as outlined by the district expectations; and

WHEREAS, the Grantor desires to convey the Property in a long-term lease to the Grantee for the sole purpose of a new community center.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Background:
This MOU is a written agreement (not a contract) between two parties meant to support the collaborative efforts to obtain the final outcomes aligned. This offers a detailed and comprehensive understanding of the collaborative partners’ roles and expectations to assure fairness and mutually satisfactory outcomes. This MOU is not legally binding unless explicitly stated in the MOU. If not stated as contractually binding, carries a degree of seriousness and signals mutual respect. When compensation is involved, an MOU usually leads to a contract (a legally binding document).

Due to lower enrollment, the Thompson School Districts Board of Education (BOE) approved a plan to consolidate Mary Blair Elementary (MBE) into Conrad Ball Middle school. The BOE approved the Mary Blair school facility be used for facility use by a non-profit entity or entities that provide affordable services to substantially similar individuals and families as those served by the District.

1. THE CONVEYANCE TERMS.
   a. The Grantor agrees that it will, at building turnover and by way of a separate agreement, execute and deliver a lease agreement including an agreed-upon program use, and operating cost. The lease will run in 10-year terms that can be automatically renewed per contract details.

   1. Grantor and Grantee could negotiate terms to purchase the property, but such terms would need to be approved by the Board of Education.

   b. The Grantee agrees to use the Property for the operation of a community center with programs to provide services/programs to substantially similar individuals and families as those served by the District.

   c. Grantee agrees to complete renovations, and open the facility of the new community center by August 1, 2024. A staged opening of the facility can be negotiated.

      1. Since the building will be owned by the grantor there will be negotiated language in a contract for defining ownership of the upgrades (asset) depending on the “fault” clause of the contract.
2. PROPERTY DOCUMENTATION. The Grantor shall, upon the execution of this MOU, promptly furnish to the Grantee, any and all documents or reports which each party has in its possession which cover all or any portion of the Property. Including any previous environmental audit, survey, grading, and soil tests (collectively “Tests”). Grantee shall have forty-five (45) days from the date of receipt of the MOU to convey such documents. This will complete information conveyed by the grantor, additional information will be the cost of the grantee.

3. TAXES. Real estate taxes, if any, on the Property will be the responsibility of the grantor.

4. TIMING. The grantor will occupy the building until August 31, 2023. After such time the grantor will give access to the grantee to commence renovations.

5. PROGRAM/USE. Prior to advertising the facility use to the larger community, the grantee shall provide a list of proposed programs and usage to the grantor for the MBE facility. This proposed usage must be sustainably similar to align with the grantor’s core mission and as advertised in the RFP.

6. SUBLEASE. Prior to entering into a sublease, the grantor will approve said lessee. Such sublease will have to align with the same requirements of this MOU.

7. NO REAL ESTATE COMMISSION AND FINDER'S FEE. The parties agree that no party hereto shall be liable for any real estate broker’s commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this MOU. Each party warrants to the other party that it shall indemnify and hold harmless for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction.

8. CONDITION OF PROPERTY. Grantee acknowledges that its representatives or agents have examined the Property prior to entering into this MOU. This MOU is based upon Grantee’s inspection of the Property and not upon any representation or warranties or conditions by Grantor’s agents. Grantee acknowledges Grantor is conveying the Property on an "as-is" basis.

9. DEFAULT. Time is agreed to be of the essence. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.

10. ASSIGNMENT. Grantee shall not assign any portion of its rights hereunder without the written consent of Grantor.

11. SEVERABILITY. If any non-economic mutual term or provision of this MOU or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this MOU or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this MOU shall be valid and enforced to the fullest extent permitted by law.

12. FURTHER ASSURANCES. The Parties agree to use their best efforts in cooperation to carry out the intent of this MOU.

10. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this MOU, but shall be interpreted according to the application of rules of interpretation of contracts generally.
14. ENTIRE AGREEMENT. This MOU contains the entire MOU of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous MOUs, understandings, representations, warranties, and statements, oral or written, are merged herein. This MOU cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

15. NOTICE AND DEMANDS. Notice, demand, or other communication mandated by this MOU by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the Party.

16. EXECUTION IN COUNTERPARTS. This MOU may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

17. GOVERNING LAW. All aspects of this MOU shall be governed by the laws of the State of Colorado.

18. SUCCESSORS AND ASSIGNS. This MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this MOU to be executed by their respective officers thereunto duly authorized,

Thompson School District, as Grantor
By

___________________________________ Name

___________________________________ Title

___________________________________ Signature

___________________________________, as Grantee

By

___________________________________ Name

___________________________________ Title

___________________________________ Signature
SCHEDULE C

CERTIFICATE OF CONSULTANT

I hereby certify that I am ________________________________, and a duly authorized representative of the firm ________________________________, whose address is ________________________________, and that neither I nor the above firm I here represent has:

a. Employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this selection.

b. Agreed, as an express or implied condition for obtaining this selection, to employ or retain the services of any firm or person in connection with carrying out the terms of selection, or

c. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation or consideration of any kind for or in connection with, procuring this selection or carrying out the terms of selection.

Except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the District, and is subject to applicable Local, State and Federal laws, both criminal and civil.

______________________________
Date

Authorized Representative (Signature)

_____________________________
Name (Typed or printed)
SCHEDULE D
INSURANCE REQUIREMENTS

SPECIAL ATTENTION IS CALLED TO THIS SECTION

FIRMS ARE ENCOURAGED TO REVIEW THIS SECTION WITH THEIR INSURANCE AGENT(S) TO ENSURE COMPLIANCE WITH THE SPECIFICATIONS

Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as District’s review or acceptance of insurance maintained by Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under any resulting contract.

Commercial General Liability: Respondent agrees to maintain Commercial General Liability at a limit of liability not less than $2,000,000 Each Occurrence $5,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Worker’s Compensation Insurance & Employers Liability: Respondent agrees to maintain Worker’s Compensation Insurance & Employers Liability as required by the State of Colorado for full coverage of all persons employed on the project. Employer's liability coverage per accident shall be $1,000,000.

Professional Liability: Respondent agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than $1,000,000 Per Claim, $1,000,000 Annual Aggregate, or a $1,000,000 Combined Single Limit. When a self-insured retention (SIR) or deductible exceeds $25,000, the District reserves the right, but not the obligation, to review and request a copy of the Respondent’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, Respondent agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Respondent agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Respondent of the obligation to provide replacement coverage.

Additional Insured: Respondent agrees to endorse the District as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or similar endorsements, to the Commercial General Liability. The Additional Insured shall read “Thompson School District.”
Waiver of Subrogation: Respondent agrees by entering into any resulting contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Respondent to enter into a pre-loss agreement to waive subrogation without an endorsement, then Respondent agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Respondent enter into such an agreement on a pre-loss basis.

Umbrella or Excess Liability: Respondent may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Respondent agrees to endorse District as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

Right to Revise or Reject: District reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, District reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

Acknowledgement:

_________________________________________  Consultant's Signature

_________________________________________  Firm's Name
SCHEDULE E
NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in, executed and notarized by the Service Provider. If the submittal is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the response.

STATE OF  )
COUNTY OF  )

being first duly sworn, deposes and says that

________________________________________________________________________
(Type or Print Name of Person Who Is Signing Below)

________________________________________________________________________ (if more than one person)
(Type or Print Name of Person Who Is Signing Below)

the only person(s) interested in the delivery of the commodities/services bid upon under this request for qualifications. Said submittal is made without any connection or common interest in the profits with any other persons making proposal for the said commodities/services. Said submittal is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the Thompson School District is directly or indirectly interested therein. If any relatives are employed by the District indicate names and relationship below.

Name:____________________________ Relationship:_____________________________
Name:____________________________ Relationship:_____________________________
Company Name: _______________________________________________________________
Authorized Signature:___________________________________________________

subscribed and sworn to before me this _________day of ________________, 20_____

__________________________________________
Notary Public

_________________________________________
(Print, Type or Stamp name of Notary Public)

Personally known or Produced I.D.________________________________________

Type and number of I.D. Produced: __________________________________________

_____Did take an oath, or _____Did not take an oath
ATTACHMENT F
IMMIGRANT WORKER REGULATION

1. **UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS.** Service Provider shall not knowingly employ or contract with an undocumented immigrant to perform work under an agreement with the District. Service Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an undocumented immigrant to perform work under an agreement with the District or (b) fails to certify to the Service Provider that the subcontractor will not knowingly employ or contract with an undocumented immigrants to perform work under an agreement with the District.

2. **VERIFICATION REGARDING UNDOCUMENTED IMMIGRANT.** Service Provider has verified or attempted to verify through participation in the basic pilot program of the State of Colorado that Service Provider does not employ any undocumented immigrants or Service Provider verifies that Service Provider has not been accepted into the basic pilot program prior to entering into an agreement with the District. Service Provider further verifies that if Service Provider has not been accepted into the basic pilot program of the State of Colorado, Service Provider will apply to participate in the basic pilot program of the State of Colorado every three months until Service Provider is accepted or an agreement with the District is completed, whichever is earlier. If the Basic Pilot Program is discontinued, this provision shall not be required or be effective.

3. **LIMITATION REGARDING BASIC PILOT PROGRAM.** Service Provider shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while performing under an agreement with the District.

4. **DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS.** If Service Provider obtains actual knowledge that a subcontractor performing work under an agreement with the District knowingly employs or contracts with an undocumented immigrant, the Service Provider shall:

   4.1 Notify the subcontractor and the District within three days that the Service Provider has actual knowledge that the subcontractor is employing or contracting with an undocumented immigrant; and,

   4.2 Terminate the subcontract with the subcontractor if, within three days of receiving notice that the Service Provider has actual knowledge that the subcontractor is employing or contracting with an undocumented immigrant, the subcontractor does not stop employing or contracting with the undocumented immigrant. The Service Provider shall not terminate the contract with the subcontractor if during the three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented immigrant.

5. **DUTY TO COMPLY WITH STATE INVESTIGATION.** Service Provider shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to Section 8-17.5-102(5), C.R.S.

6. **DAMAGES FOR BREACH OF CONTRACT.** In addition to any other legal or equitable remedy, the District may be entitled to for a breach of an agreement with the District, if the District terminates an agreement with the Service Provider, in whole or in part, due to Service Provider’s breach of the obligations set forth above, Service Provider shall be liable for actual and consequential damages to the District.
ATTACHMENT F
IMMIGRANT WORKER REGULATION

PROSPECTIVE SERVICE PROVIDER’S CERTIFICATE REGARDING
EMPLOYING OR CONTRACTING WITH AN UNDOCUMENTED IMMIGRANT

FROM: _______________________________________________________________
(Prospective Service Provider)

TO:    Thompson School District

RFQ Name: ____________________________________________________________

RFQ Number: __________________

As a prospective qualified and/or selected Service Provider for the above-identified RFQ, I (we) do
hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract
with an undocumented immigrant and that I (we) have participated in or attempted to participate in
the basic pilot program of the State of Colorado in order to verify that I (we) do not employ any
undocumented immigrants.

Signed on __________________________, 20___

Signature _________________________________________

By: ___________________________________________________________________

Its: ___________________________________________________________________

Title

ATTEST: (Corporate Seal)