

Request for Proposals
COLUMBIA FALLS SCHOOL DISTRICT
Replacement of High School Roof



DATE DUE:
Monday, April 1, 2024

Issued by:
Dustin Zuffelato, Clerk/Business Manager
Columbia Falls School District
501 6th Ave West
Columbia Falls, MT 59912

Purpose

Columbia Falls School District (District) invites sealed proposals from a qualified contractor to replace the existing roof and add interior structural trusses for the classroom (East) wing of the Columbia Falls High School. Funding for this project has not yet been secured. The District’s Board of Trustees authorized a building reserve levy for voter approval through an election to be held on May 7, 2024. Accordingly, the Board of Trustee’s approval of a qualified contractor and execution of a contract for work is contingent upon approval by the electors for the building reserve levy.

Funding from a successful election will replace the roof during the summer of 2024 allowing the already in progress classroom ventilation project to be completed prior to September 30, 2024. The selected contractor may commence initial work on the project upon Board approval after a successful levy election. Actual construction may commence prior to the last day of school on June 7, 2024, as long as there is minimal disruption to the classroom learning environment. Substantial completion of the roof is required prior to September 30, 2024. Furthermore, completion of the project should be made to the extent that school can resume with minimal disruption at the end of August 2024 in accordance with the school calendar which is yet to be determined.

Qualified contractors that wish to be considered for the services are required to submit ten (10) completed RFPs with full name and address of the contractor; no fax copies will be accepted.

Mailed RFPs should be sent to:

Columbia Falls School District
Attn: Dustin Zuffelato
501 6th Ave West
Columbia Falls, MT 59912

RFPs will be accepted until **3:00 p.m. on April 1, 2024**. Late proposals will be rejected.

Scope

The District is accepting proposals from qualified contractors to replace the existing roof on the east wing of the Columbia Falls High School. The Project includes the removal of temporary roof shoring (installed in Fall 2023) and replacement with additional structural trusses. It also includes replacement of interior ceilings and lighting. This RFP contains instructions concerning the proposal to be submitted and services to be provided by the selected contractor. Specification regarding the details and services to be provided under the RFP are located under the sections titled Information to be Included in Submitted RFP and Specifications.

General Information

Columbia Falls High School was originally constructed in 1958. The roof membrane of the classroom wing of the High School was replaced in 2010. In August 2023, while working to install roof top units associated with a fresh air ventilation HVAC system (through a separately funded project), the District discovered structural deficiencies with the High School roof. The District installed temporary roof shoring in the Fall 2023 to continue to occupy the building throughout the 2023/24 school year. There are existing skylights in the roof that will need to be removed and replaced.

The classroom ventilation project must be completed by September 30, 2024, in order to comply with funding requirements of the Elementary & Secondary School Emergency Relief Act. As such, the roof replacement must be substantially complete prior to September 30, 2024, in order to permit the completion of the HVAC work. Additionally, the roofing contractor must be familiar with and be able to facilitate the coordination of work between the two projects to ensure timely completion of both.

Specifications

Please see the attached specifications.

Type of Agreement

An agreement shall be negotiated with the successful contractors who meets the requirements and is qualified, responsive, responsible and capable of performing the work.

Clarifications

Clarifying questions may be submitted in writing to Tyler Tonjum, Jackola Engineering, at ttonjum@jackola.com. 406-755-3208. All questions and answers will be distributed via email to all known responding firms.

Information to be Included in Submitted RFP

1. RFP Response Form.

Please ensure that a representative of your firm who is authorized signs the form.

2. Price.

Please provide the base price for roofing project based upon on the Specifications.

3. Commercial/Public Project/K-12 Experience and Past Performance.

Describe your firm's experience working on projects of similar type, size and complexity within the last five years. Please provide your experience completing large scale commercial renovation projects. Please specify experience using metal structural roof trusses. Please specify your firm's experience working with a mechanically fastened membrane roofing system with EPDM membrane. Provide details for no more than five (5) examples if more were completed within the last five years. Include the following information:

- A. Owner and contact information
 - B. Description of roofing project
 - C. Contract type (i.e., Residential, Commercial, Public, Private, K-12 school etc.)
 - D. Original and final contract amount
 - E. Project time frame and completion date
4. **Proposed Project Schedule and Staffing.**
Describe your approach for meeting the deadline for the project. Please include a picture or graph detailing the time beginning from the Notice to Proceed to contract completion, including tentative dates for milestones, deliverables, meetings, and activities. Schedule items shall show start and completion dates and specific tasks. Provide adequate detail to demonstrate your understanding of the project delivery; for the purpose of responding to this RFP assume a start date as May 14, 2024; construction commencement of June 7, 2024; and substantial completion of September 30, 2024. Provide details regarding number of employee(s) assigned to the project including subcontractors in an effort to substantiate the staffing necessary to complete the project within these time constraints.
5. **History with District.**
Describe whether your firm has in the past or present completed any construction projects on behalf of the District. In providing this information, please provide:
- A. Description of project
 - B. Procurement type (i.e., Traditional bid, Request for Proposal, General Contractor/Construction Manager, etc.)
 - C. Original and final contract amount
 - D. Project time frame and completion date
6. **Project Approach, Ability to Facilitate and Coordinate Simultaneous Classroom Ventilation Project, and Familiarity with HVAC System.**
Describe how your firm will facilitate and coordinate work with the classroom ventilation project, including your approach to coordinating work to ensure that work is completed on time without interfering with the other project. Describe your firm's familiarity with the HVAC system being used.
7. **Bonding Capacity.**
Provide proof of bonding capacity. The Proposer must be capable of providing a 100% performance bond and 100% payment bond for the project valued up to \$3,000,000 as documented by a letter or binder from a surety submitted with the RFP response.
8. **References.**
Provide at least three (3) references from large scale commercial renovation projects, preferably involving metal structural roof trusses and public or K-12 entities, familiar with your firm.

Rejection of RFPs

The District reserves the right to reject any and all RFPs received as a result of this request. The District reserves the right to negotiate separately with respondents. The District reserves the right to decide not to award a contract as a result of this announcement if it does not receive RFPs which it determines to have adequately addressed the requirements.

The ultimate approval of a contractor is contingent upon the passage of the building levy through the election on May 7, 2024. If the building levy fails, the District reserves the right to withdraw this RFP.

Proposer Responsibilities

It is the obligation of each proposer to examine instructions, requirements and specifications before submitting an RFP. Submission of an RFP shall be proof that such examinations have been made and that each proposer has conducted his/her own investigation and has become thoroughly familiar with the requirements.

The District will not be responsible for, nor honor, any claims resulting from, or alleged to be the result of, misunderstandings by the proposer.

Estimated Time Schedule

March 1, 2024	Distribute Request for Proposals
April 1, 2024	Completed Responses to RFP Due by 3:00 p.m.
April 15, 2024	Contractor Selected
May 14, 2024	Contract Approved; Notice to Proceed

Selection Criteria

The District will select the RFP that most clearly meets the requirements of the RFP and satisfies the needs of the District. Proposer approval will be based upon the following criteria: service, product quality, references, cost and overall value.

The following criteria will be used in making the decision:

1. **Cost** – while cost is important in choosing a proposer, it will not be the sole deciding factor in awarding the contract. (35%)
2. **Ability to meet Project Deadline** – selected proposer has demonstrated ability to meet the deadline with a start date of May 14, 2024, commencement of construction on June 7, 2024, and substantial completion of August 26, 2024. (30%)
3. **Ability to facilitate and coordinate work with classroom ventilation project and familiarity with HVAC system** – the selected proposer has demonstrated the ability to

coordinate and facilitate work with the ongoing classroom ventilation project and is familiar with the system. (20%)

4. **Commercial Renovation Experience** – the selected proposer has a previous history of working on large scale commercial renovation projects, including for public and/or K-12 entities and references and has demonstrated the ability to assign adequate staffing. (5%)
5. **History with District** – the selected proposer has a previous successful relationship with the District. (10%)

Terms of the Agreement

An official who is authorized to bind the proposer to its RFP must sign the RFP. The RFP pricing must remain valid for at least sixty (60) days from the submission date.

Insurance: Proof of insurance shall be provided to the District by Certificate of Insurance within thirty (30) days of notification of award. The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability. This insurance shall cover such claims as may be caused by any negligent act or omission. The contractor's insurance coverage shall be primary insurance in respect to Columbia Falls School District, its officers, officials, employees, and volunteers. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act of omission.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with the combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and 3,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The District, its officers, employees and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the School District, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims, administration, and defense expenses.

Certificate of Insurance/Endorsements: The District must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the District immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The School District reserves the right to require complete copies of insurance policies at all times.

Terms & Conditions

District Rights: The District may require additional evidence of qualifications to perform the work described in this RFP.

The District reserves the right, in its sole and absolute discretion and without recourse by Proposers, to take any of the following actions:

- a. Reject any or all proposals;
- b. Issue a new RFP;
- c. Cancel, modify, or withdraw the RFP;
- d. Issue addenda, supplements, and modifications to this RFP;
- e. Modify the RFP process (with appropriate notice to proposers);
- f. Appoint a selection committee and evaluation teams to review responses received to this RFP and seek the assistance of outside technical experts in the response evaluations;
- g. Hold meetings and exchange correspondence with the proposers to seek an improved understanding and evaluation of the responses;
- h. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses;
- i. Waive minor irregularities in responses;
- j. In the negotiations for the contract with the selected proposer to change the dates for performance from that set forth in Section III hereof; and/or
- k. Refuse to issue a contract at all.

The District is not obligated to enter into any contract, and under no circumstances shall it have any obligation to pay for any costs or expenses incurred by any Proposer in the preparation or submission of a response to this RFP or in anticipation of a contract.

Addendums, Modifications and Changes: The District may amend or change this RFP prior to opening. All known proposers will be notified of such changes.

Changing, Modifying of Sealed Proposals: Any proposer may change, modify or withdraw a proposal either personally or in writing at any time prior to the time set for opening. No proposal may be withdrawn or modified after the time set for opening unless the award of contract is delayed for a period exceeding forty-five days.

Withdrawal of Sealed Proposals: Any proposer may withdrawal his proposal at any time prior to the "Proposal Opening" date. If, however, the proposal is withdrawn after "Proposal Opening" and before formal "Board Approval," that proposal may not be resubmitted for consideration.

Firm Proposals: Proposals marked with qualifying statements will be cause for rejection of the proposal as unresponsive and unacceptable. THE BOARD OF TRUSTEES RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO AWARD THE CONTRACT FOR THE PROPOSAL CONSIDERED TO BE THE BEST SUITED TO THE NEEDS OF THE DISTRICT, AND TO WAIVE INFORMALITIES.

Bid Security: Bid Security shall be made payable to the District in the amount of 10% of the Bid Sum. Security shall be either by certified check or Bid Bond issued by a surety licensed to conduct business in the State of Montana. The successful bidder's security will be retained until he has signed the resulting contract and furnished any other required bonds. The District reserves the right to retain the security of the following two highest scoring bidders until the successful bidder enters into a contract or until sixty (60) days after Bid Opening, whichever is the shorter. All other Bid Security will be returned as soon as practical. If any bidder refuses to enter into a contract, the District will retain his Bid Security as liquidated damages, but not as a penalty. The Bid Security is to be submitted with the Submission of Bid.

General Guidelines: All proposers must abide by all state and federal guidelines dealing with Workman's Compensation, Minimum Wage, Prevailing Wage Scale (See Attached Exhibit A), EEO and all other applicable guidelines and polices. The successful proposer must, in performance of work under the contract, fully comply with all applicable federal, District, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. All agents doing business with the District must abide by all applicable discrimination policies and guidelines as outlined in Title 18, Public Contracts, MCA. By participating in this invitation, you have agreed to the terms and conditions outlined above. The District's TERMS AND CONDITIONS take precedence and priority over all participants' TERMS AND CONDITIONS.

Disability Access to Buildings: Anyone attending the proposal-opening meeting who needs any accommodation for a disability is requested to notify Dustin Ruffelato two days in advance to make arrangements for any special accommodations.

Governing Law and Venue: The contract resulting from the award of the proposal shall be governed and construed pursuant to the laws of the State of Montana. Any action, suit in equity, dispute resolution or judicial proceeding for the enforcement of interpretation of the agreement or any provisions thereof, shall be instituted and maintained only in a court of competent jurisdiction in Flathead County, Montana.

Subcontractors: All subcontractors, if any, must be listed in the proposal. The District reserves the right to approve all subcontractors. The selected proposer shall be responsible to the District for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by selected proposer.

Status as Independent Contractor: The proposer is not to be considered an agent or employee of the District for any purpose. The proposer shall be responsible for all applicable federal and state taxes and for complying with all state workers' and/or unemployment compensation laws pertaining to the employees that it may utilize in providing services to the District under the resulting contract. Neither the proposer nor its employees shall be eligible for any benefits provided by the District to its employees including, but not limited to, social security, unemployment insurance, sick leave, vacation leave, public employees retirement benefits.

Hold Harmless/Indemnification: The selected proposer agrees to protect, defend, and save the District, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in factor of the selected proposer's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the selected proposer and/or its agents employees, representatives, assigns, subcontractors, except the sole negligence of the District, under this agreement.

Late Proposals: ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the proposer's sole risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the proposer at the expense of the proposer or destroyed if requested.

Delayed Proposal Closing Time/Proposal Opening: The time and date set for the proposal closing and proposal opening will advance to the same time on the District's next business day in the event that weather or other contingency causes the District to be officially closed at the time and date set for the proposal closing and proposal opening.

Failure to Comply with Instructions: Proposers failing to comply with these instructions may be subject to point deductions. The District may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

Preparation Costs: The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the District are entirely the responsibility of the proposer. The District is not liable for any expense incurred by the proposer in the preparation and presentation of their proposal or any other costs incurred by the proposer prior to execution of a contract.

All Timely Submitted Materials Become District Property: All materials submitted in response to this RFP become the property of the District and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the District and proposer resulting from this RFP process.

Public Information: All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the District; and (3) other constitutional protections. See MCA § 18-4-304. The interested party is responsible for the cost of copies and to provide personnel to do the copying. In order to claim confidentiality for any proprietary information, the Proposer must identify all information that is proprietary and must complete the Affidavit for Trade Secret Confidentiality provided herewith.

District's Right to Investigate And Reject: The District may make such investigations as deemed necessary to determine the ability of the proposer to provide the services specified. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the District that the proposer is properly qualified to carry out the obligations of the contract. *This includes the District's ability to reject the proposal based on negative references.*

Determination of Responsiveness: Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

Determination of Responsibility. A proposer may be found to have not met the standards of responsibility as set forth in Mont. Admin. R. 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of non-responsibility. If a proposer is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected proposer.

Debarment: The proposer certifies, by submitting this solicitation or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the proposer cannot certify this statement, attach a written explanation for review by the District.

Disability Accommodations: The District does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to the District. Interested parties should provide as much advance notice as possible.

8-2-403. Preference of Montana labor in public works -- wages -- tax-exempt project -- federal exception. (1) In every public works contract, there must be inserted in the bid specification and the public works contract a provision requiring the contractor to give preference to the employment of bona fide Montana residents in the performance of the work.

(2) All public works contracts for construction services under subsection (1), except those for heavy and highway construction, that are conducted at the project location or under special circumstances must contain a provision requiring the contractor to pay:

(a) the travel allowance that is in effect and applicable to the district in which the work is being performed; and

(b) the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed.

(3) In every public works contract for heavy and highway construction, there must be inserted a provision to require the contractor to pay the standard prevailing wage rates established statewide for heavy and highway construction services conducted at the project location or under

special circumstances.

(4) Except as provided in subsection (5), all public works contracts for non-construction services under subsection (1) must contain a provision requiring the contractor to pay:

(a) the travel allowance that is in effect and applicable to the district in which the work is being performed; and

(b) the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed.

(5) An employer who, as a nonprofit organization providing individuals with vocational rehabilitation, performs a public works contract for non-construction services and who employs an individual whose earning capacity is impaired by a mental, emotional, or physical disability may pay the individual wages that are less than the standard prevailing wage if the employer complies with the provisions of section 214(c) of the Fair Labor Standards Act of 1938, 29 U.S.C. 214 and 29 CFR, part 525, and the wages paid are equal to or above the minimum wage required in [39-3-409](#).

(6) Transportation of goods, supplies, materials, and manufactured or fabricated items to or from the project location is not subject to payment of the standard prevailing rate of wages.

(7) A contract, other than a public works contract, let for a project costing more than \$25,000 and financed from the proceeds of bonds issued under Title 17, chapter 5, part 15, or Title 90, chapter 5 or 7, must contain a provision requiring the contractor to pay the standard prevailing wage rate in effect and applicable to the district in which the work is being performed unless the contractor performing the work has entered into a collective bargaining agreement covering the work to be performed.

(8) A public works contract may not be let to any person, firm, association, or corporation refusing to execute an agreement with the provisions described in subsections (1) through (7) in it, provided that in public works contracts involving the expenditure of federal-aid funds, this part may not be enforced in a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged veterans of the armed forces and prohibiting as unlawful any other preference or discrimination among citizens of the United States.

(9) Failure to include the provisions required by [18-2-422](#) in a public works contract relieves the contractor from the contractor's obligation to pay the standard prevailing wage rate and places the obligation on the public contracting agency.

18-2-422. Bid specification and public works contract to contain standard prevailing wage rate and payroll record notification. All public works contracts and the bid specifications for those contracts must contain:

(1) a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project;

(2) a provision requiring each contractor and employer to maintain payroll records in a manner readily capable of being certified for submission under [18-2-423](#), for not less than 3 years after the contractor's or employer's completion of work on the project; and

(3) a provision requiring each contractor to post a statement of all wages and fringe benefits in compliance with [18-2-423](#).

18-2-402. Standard prevailing rate of wages. (1) The commissioner may determine the standard prevailing rate of wages, including fringe benefits, applicable to public works contracts under this part. The commissioner shall keep and maintain copies of collective bargaining agreements and other information on which the rates are based.

(2) The provisions of this part do not apply in those instances in which the standard prevailing rate of wages is determined by federal law.

(3) Whenever this part is applicable, the standard prevailing rate of wages, including fringe benefits, is the greater of the highest applicable rate of wages in the area for the particular work in question as negotiated under existing and current collective bargaining agreements or the rate determined by the applicable survey under this part.

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

STATE OF _____)
)ss.
County of _____)

_____ (Affiant), being first duly sworn under oath, and representing _____ (hereafter “Proposer”), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Proposer referenced in this matter, and have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Proposer is submitting a proposal to Columbia Falls School District (“the District”) in response to a request for proposals for the replacement of the High School roof. Public agencies in Montana are required by Montana law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of Montana’s Uniform Trade Secrets Act, Mont. Code Ann. §§ 30-14-401, *et seq.*, and that the District is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of Montana’s Uniform Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

- (a) trade secrets meeting the requirements of the Act; and
- (b) matters involving individual safety as determined by the District.

4. I am aware that in order for the Proposer to claim confidential material, this affidavit must be fully completed and submitted to the District, and the following conditions must be met by the Proposer:

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Proposer’s explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Proposer accept that, should the District determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the agency’s possession, insofar as its examination as a public record is concerned. I and the Proposer are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Proposer if the Proposer disagrees with the District’s determination of the issue of trade secret confidentiality.

6. I, on behalf of the Proposer, warrant that the Proposer will be solely responsible for all legal costs and fees associated with any defense by the District of the Proposer's claim for trade secret protection in the event of an open records request from another party which the Proposer chooses to oppose. The Proposer will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the District, or the Proposer will immediately withdraw its opposition to the open records request and permit the District to release the documents for examination. The District will inform the Proposer in writing of any open records request that is made, and the Proposer will have three working days from receipt of the notice to notify the District in writing whether the Proposer opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the District to treat the documents as a public record.

Documents that, in the opinion of the District, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

Affiant's Signature

Signed and sworn to before me on _____ (date) by

_____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

RFP Response Form

Submit Bid by 3:00 PM April 1, 2024 to:

**Columbia Falls School District
Attn: Dustin Zuffelato, Clerk/Business Manager
501 6th Ave West
Columbia Falls, MT 59912**

Proposer Name: _____

Address: _____ Phone # (voice): _____

Phone # (fax): _____ Email address: _____

Contact name: _____

Phone: _____

Price: _____

Additional Terms: _____

Authorizing signature _____ Date _____
Owner or Authorized Representative

Bid security in the form as required by the RFP is attached.