



## Request for Proposals

Photocopier Pool for Helena Public School District

DATE DUE:  
APRIL 1, 2020

**Issued by:**  
**Janelle Mickelson, District Clerk**  
**Helena Public Schools**  
**May Butler Center**  
**55 S. Rodney Street**  
**Helena, MT 59601**

## **Purpose**

Helena Public Schools (HPS) invites sealed qualifications from vendors for Photo Copier Pool Services based on the summary of services listed within this Request for Proposals (RFP).

The proposal request is for the 2020-2021 school year, with four (4) one-year renewal options. Vendors that wish to be considered for the services are required to submit two (2) completed RFPs with full name and address of vendor; no fax copies will be accepted.

Mailed RFPs should be sent to:

Helena Public Schools  
Attn: Janelle Mickelson  
55 S. Rodney Street  
Helena, MT 59601

If, at the time of the scheduled submission date, HPS are closed due to uncontrolled events such as fire, snow, etc., the opening of RFPs will be postponed until 3:00 p.m. on the next normal day of business. RFPs will be accepted until 2:00 p.m. on Wednesday, April 1, 2020.

## **Scope**

Helena School District is accepting bids on behalf of the district from qualified vendors to provide photocopier pool services. It is anticipated that there will be 48 photocopiers placed. The Helena School District reserves the right to require additional copiers if growth and necessity dictate. This RFP contains instructions concerning qualifications to be submitted and services to be provided by the selected vendor. 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 Desired Services.

## **General Information**

HPS consists of 12 elementary school buildings serving grades preschool through 5, two middle school buildings serving grades 6-8, two high school buildings serving grades 9-12, an alternative school location, an adult learning center, a district facilities building, and one central office building. All buildings are located within the town of Helena, Montana:

May Butler Center:	55 S Rodney St, Helena MT 59601
Ray Bjork Learning Center:	1600 8 <sup>th</sup> Ave, Helena MT 59601
Broadwater Elementary:	900 Hollins Ave, Helena MT 59601
Bryant Elementary:	1529 Boulder Ave, Helena MT 59601
Central Elementary:	402 N Warren St, Helena MT 59601
Four Georgians Elementary:	555 E Custer Ave, Helena MT 59601
Hawthorne Elementary:	430 Madison Ave, Helena MT 59601
Jefferson Elementary:	1023 Broadway, Helena Mt 59601
Jim Darcy Elementary:	990 Lincoln Rd W, Helena MT 59602
Kessler Elementary:	2420 Choteau St, Helena MT 59601
Rossiter Elementary:	1497 Sierra Rd E, Helena MT 59601
Smith Elementary:	2320 5 <sup>th</sup> Ave, Helena MT 59601
Warren Elementary:	2690 Old York Rd, Helena MT 59602
Helena Middle School:	1025 N Rodney St, Helena MT 59601
CR Anderson Middle School:	1200 Knight St, Helena MT 59601

Helena High School:	1300 Billings Ave, Helena MT 59601
Capital High School:	100 Valley Dr, Helena MT 59601
Front Street Learning Center:	815 Front St, Helena MT 59601
District Facilities:	1201 Boulder Ave, Helena MT 59601
Transportation Dept:	3020 Big Sky Loop, Helena, MT 59602

**Copiers by Level:** The number of copiers to be placed in each level at the beginning of the contract is estimated at 48:

- a. Color Copier 2 copiers
- b. Level 1 25 copiers
- c. Level 2 16 copiers w/o Fax 4 copiers w/Fax
- d. Level 3 1 copier

**Color Copiers Minimum Configurations:**

- 20 copies per minute minimum
- Scan once/print many, scan while printing, capable of copying bound documents
- Scan to Email capability
- Max original size-up to 11x17
- Copy size: 8.5x11 up to 11x17
- Standard paper supply-Minimum 1 drawer paper supply and minimum 250 sheets capacity
- Output transparencies and labels
- Reduction/enlargement: Zoom 50-200% preset function
- Pre-selection: 1-100 copies
- Sheet by-pass: 50 sheets minimum straight through
- Auto duplex: up to 11x17
- Auto Document Feeder meeting or exceeding copier speed
- Catch tray (20 sheets minimum)
- Copy auditing system
- Console or cabinet option unit
- 600 dpi minimum

**Level 1 Minimum Configurations:**

- 30 copies per minute minimum
- Scan once/print many, scan while printing, capable of copying bound documents
- Scan to Email capability
- Max original size-up to 11x17
- Copy size: 8.5x11 up to 11x17
- Standard paper supply-Minimum 3 drawer paper supply and minimum 2,000 sheet capacity
- Output transparencies and labels
- Reduction/enlargement: Zoom 50-200% preset function
- Pre-selection: 1-999 copies
- Sheet by-pass: 50 sheets minimum straight through
- Auto duplex: up to 11x17
- Stapler/catch tray (30 sheets minimum) multi position staple
- Copy auditing system
- Console or cabinet option unit
- 600 dpi minimum

## **Level 2 Minimum Configurations:**

- 50 copies per minute minimum
- Scan once/print many, scan while printing, capable of copying bound documents
- Scan to Email capability
- Max original size-up to 11x17 or larger
- Copy size: 8.5x11 up to 11x17
- Standard paper supply-Minimum 4 drawer paper supply and minimum 3,000 sheet capacity
- Output transparencies and labels
- Reduction/enlargement: Zoom 25-400% preset function
- Pre-selection: 1-999 copies
- Sheet by-pass: 100 sheets minimum straight through
- Auto duplex: up to 11x17
- Stapler/catch tray (35 sheets minimum) multi position staple
- Copy auditing system
- Console or cabinet option unit
- 600 dpi minimum

## **Level 3 Minimum Configurations:**

- 70 copies per minute minimum
- Scan once/print many, scan while printing, capable of copying bound documents
- Scan to Email capability
- Max original size-up to 11x17 or larger
- Copy size: 8.5x11 up to 11x17
- Standard paper supply-Minimum 4 drawer paper supply and minimum 3,000 sheet capacity
- Output transparencies and labels
- Reduction/enlargement: Zoom 25-400% preset function
- Pre-selection: 1-999 copies
- Sheet by-pass: 100 sheets minimum straight through
- Auto duplex: up to 11x17
- Stapler/catch tray (100 sheets minimum) multi position staple
- Copy auditing system
- Console unit
- 600 dpi minimum

## **Type of Agreement**

An agreement shall be negotiated with the successful vendor who meets the requirements and is qualified, responsible and capable of performing the work. The agreement shall include an option for up to four (4) additional years of service plus one optional year consecutive renewal period unless the entire contract is cancelled. The placement period for each individual copier placement will be guaranteed for 12 months if both parties agree to terms and conditions.

## **Clarification**

Clarifying questions may be submitted in writing to Janelle Mickelson, District Clerk, at [jmickelson@helenaschools.org](mailto:jmickelson@helenaschools.org). All questions and answers will be distributed via email to all known responding firms.

### **Information to be Included in Submitted RFP**

1. **Title Page:** Name of company submitting RFP.
2. **Table of Contents:** Include a clear identification of the material being submitted.
3. **Complete manufacturer's descriptive literature:** Sufficient in detail to establish quality and compliance with all specifications.
4. **Minimum Eligibility Requirement:** In order to be considered for this contract, the vendor must provide a statement that your company has been in the business of three (3) years.
5. **References:** Provide a list of three (3) business references for which your company has provided photocopier pool services during the last three (3) years. Include the name and telephone number for an administrative contact for each business. More than one reference from each business is preferred.
6. **Scope of Services Provided:**
  - a. Describe in detail the procedures which will be used by your company to install photocopiers, maintain equipment, and train HPS staff on the use of your equipment.
  - b. Describe your company's replacement policy.
  - c. Make a statement that the vendor will have a local representative handle or manage all aspects of the account.
  - d. Describe any and all services which will be provided to the District, including those provided at no charge to the District.
7. **Pricing:** State your company's prices to include cost-per-copy prices for the minimum monthly and excess copies for a stand-alone digital copier with the minimum configurations specified. The cost-per-copy price must include all costs associated with the copier including service plus any and all supply costs required for operation. For the purpose of this bid the cost of copier paper will not be considered in the cost of supplies. Prices submitted must include any applicable taxes, shipping/handling, and delivery/setup of equipment.
8. **Placement Procedure** for each building/location. Vendor to submit a detailed explanation of the delivery and set up for all equipment installed.
  - a. Placement Modification for each building/location. Vendor to submit detailed explanation of procedures regarding replacement equipment. The district may require the vendor provide a replacement copier at no additional cost, and/or may cancel agreement for that location.

### **Rejection of RFPs**

HPS reserves the right to reject any and all RFPs received as a result of this request. HPS 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.

### **Vendor Responsibilities**

It is the obligation of each vendor 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 vendor has conducted his/her own investigation and has become thoroughly familiar with the requirements.

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

## Estimated Time Schedule

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	Distribute Request for Proposals
April 1, 2020	Completed Responses to RFP Due by 2:00 p.m.
April 9, 2020	Bid Awarded
July 1, 2020	Contract Effective

## Selection Criteria

HPS will select the RFP that most clearly meets the requirements of the RFP and satisfies the needs of the District. Vendor 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. **Company Qualifications** – the extent to which the company demonstrates the ability to meet all listed requirements.
2. **Pricing** – while cost is important in choosing a vendor, it will not be the sole deciding factor in awarding the contract. Value will be of primary consideration when reviewing the vendor’s RFP. Discuss whether your company offers a service plan at a discounted rate or free of charge as part of the agreement.
3. **Working Relationship** – the selected vendor must be reliable in order to meet the needs of the district with regards to functionality of equipment.
4. **Quality of Equipment** – New equipment is required; non-current production models and used equipment will not be accepted in the bid. Discuss warranties and vendors policies with regards to making all necessary adjustments, repairs, replacements to correct any defects without additional charge.
5. **Equipment Configurations:** Photocopiers are divided into 4 levels with minimum configuration requirements. Equipment not meeting these minimums will be rejected.
6. **Equipment Specifications:** Each copier placed must reproduce acceptable copy quality.
  - a. All current retrofits shall be installed prior to the placement of each copier.
  - b. All copiers must be capable of copying on plain paper, 17lb bond to 70lb text, including recycled without copy quality or feed problems. All copiers must be capable of copying on letterhead, colored paper, transparencies and labels.
  - c. All electrical equipment furnished must be grounded and U.L. approved. Each bid must include information on special wiring when the wiring is not normal 110/15 amp. The bidder must designate the need for dedicated circuits, isolated ground or special receptacles etc. Surge protectors are the responsibility of the vendor and the School District will not issue specifications. If damage to a machine occurs due to insufficient protection, the vendor will be liable for the machine and to any equipment as a result of the protector not suitable for that machine.
  - d. Each copier shall be equipped with an internal, non-resettable meter.
  - e. Any and all safety or recall retrofits shall be automatically installed without cost.
  - f. All copiers that duplex must be set to default print front to back at installation.
  - g. Copiers must have the option to use password protection for print submission.
  - h. The bidder must provide copiers that have the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency.

## Terms of the Agreement

It is anticipated that the period of contract will be a one (1) year agreement, with a four (4) year renewal option if the parties agree to terms of an agreement. Terms will be negotiated and agreed to at least ninety (90) days before the expiration of the four (4) year term.

**An official who is authorized to bind the vendor to its RFP must sign the RFP. The RFP must remain valid for at least ninety (90) days from the submission date.**

**Insurance:** Proof of insurance shall be provided to the HPS 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 Helena Public 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 2,000,000 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 School 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 certificate must include the School District's solicitation number. The certificate must be maintained for the duration of the contract. The School District Business Office, 55 S Rodney, Helena MT 59601, 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 School 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.

## **Desired Services**

General Specifications – RFPs to include the following:

1. **Delivery and Installation:** Vendor shall have 45-60 days to make delivery of initial copiers to school district buildings and to support offices within \_\_\_ days of installation. The district and successful vendor will negotiate a specific delivery schedule to insure smooth contract transition. Additional copiers must be delivered within 30 days of order throughout the term of the contract.

2. **Copy Auditing System:** The level 1 copiers will not require a copy auditing system. Copiers in Level 2-3 and the color copier will require an internal copy auditing system on the base model. Auditron type systems are not acceptable. Auditing by integrated means/email so the needs for district staff to operate an internal operating system are eliminated.
  - a. The copy auditing system must restrict use of the equipment to those persons in possession of a pre-selected account number(s) The system must be programmable to allow five-digit security (access) code numbers between 00001 and 99999.
  - b. The copy auditing system shall be capable of tracking at least 999 accounts. Identification is to be entered via keyboard and stored and recorded with the copy information at each copier site. The device must be self-contained for activation, reprogramming and data storage. Memory back up with battery must be included in the event of major machine malfunction or power failure.
3. **Data Security:** All multi-function photocopiers providing copy, print, scan, and fax functions must be equipped to provide a high level of security protection to the School District's network. Data stored on the copier, whether temporary or permanent, must be protected from compromise. The disk encryption must be at a minimum of 128-bit AES. The disk image must overwrite data on the hard drive once it is finished processing. Network communications must be encrypted. The copiers must be locked down and protected to ensure they do not create vulnerability for the School Districts Network. Examples of what must be protected:
  - a. The software operating system in the copier must not be accessible
  - b. The embedded web server must have adequate protection
  - c. The fax line in the device must be isolated from the network
  - d. The hard drive with user data must not be accessible
  - e. The external ports (USB) must be protected
  - f. Have a complete separation of Fax and Network leaving no "back door" to the network.
  - g. Have IP and MAC address restricted access with full auditing logs
  - h. Feature restricted access via LDAP groups with an active directory
  - i. Single print driver to manage all models covered to be installed on print server
4. **Multi-Function Options:** Due to the nature of the digital devices, multi-function options can be added to the base machines for faxing and printer functions.
  - a. The school district will be responsible for providing data line drops and LAN administration
  - b. Integration with XMedius for faxing is preferred.
  - c. Web based service for adding contacts and groups.
5. **Copier Moves-NOT INCLUDED IN AWARD DETERMINATION-**Two copier moves/Year will be included in the bid price. Anything over and above must be stated in the bid at the expense of the School District.
6. **Training and Technical Assistance:** An operator-training program must be provided by the vendor and included in the cost-per-copy charge. Following installation, a key operator and back-up operator must be trained on-site. Additional training must be supplied as needed. Technical assistance in the operation and maintenance of copiers must be furnished throughout the term of the contract upon request without additional cost to the School District.
7. **Maintenance:** The vendor must provide maintenance service during normal school business hours, 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, with a response time of not more than four working hours, in compliance with ALL maintenance provisions.
  - a. Carry sufficient supplies or have suitable delivery procedures to provide delivery of supplies within eight working hours and emergency orders of supplies within two working hours. The School District will not warehouse supply inventories on behalf of the vendor or agencies.
  - b. Have a sales/service staff able to provide technical assistance and training to the School District.
  - c. Provide trained personnel, employed directly by vendor, who are thoroughly qualified, authorized and certified by the manufacturer to maintain and repair the equipment.
  - d. Have ready access to the manufacturer's technical resources for problems that are beyond the scope of the bidder's sale/service staff.



- e. Provide contact information such as email address and cell phone numbers for service calls and supply orders.
  - f. Issue full credit for meter clicks made during service calls. A credit of 100% of the cost-per-copy charge will be made as compensation.
  - g. Perform preventative maintenance upon the specific needs of each copier as determined by the equipment manufacturer.
  - h. Have a method for collecting toner waste from user agencies in a manner consistent with EPA standards.
8. **Operation:** Each copier to be in full operable condition at 90% of the time, and all copiers to be in full operable condition no less than 95% of the time (excluding preventative maintenance). This will be computed as follows:
- i. **Number of School District working days per month x 8 hours = \_\_\_\_ total hours x 90% (or 95% for all copiers) = \_\_\_\_ minimum hours available for use.**
    - a. Downtime is considered to begin upon electronic notification or verbal communication that service is required, and upon satisfactory restoration of the machine to full working order.
    - b. Vendor shall maintain a complete service history, detailing each service call. This history will be used by Helena School District to evaluate downtime and response time.

**Terms & Conditions**

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

Changing, Modifying of Sealed Proposals: Any vendor 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 vendor 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.

General Guidelines: All vendors must abide by all state and federal guidelines dealing with Workman’s Compensation, Minimum Wage, Prevailing Wage Scale, EEO and all other applicable guidelines and polices. The successful vendor must, in performance of work under the contract, fully comply with all applicable federal, School 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 HPS 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 \_\_\_\_\_ 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 Lewis & Clark County, Montana.

Subcontractors. All subcontractors, if any, must be listed in the proposal. HPS reserves the right to approve all subcontractors. The selected vendor shall be responsible to HPS 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 vendor.

Status as Independent Contractor: The vendor is not to be considered an agent or employee of the District for any purpose. The vendor 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 HPS under the resulting contract. Neither the vendor 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 vendor 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 vendor'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 vendor 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 vendor'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 vendor at the expense of the vendor or destroyed if requested.

Failure to Comply with Instructions. Vendors failing to comply with these instructions may be subject to point deductions. HPS 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 vendor. HPS is not liable for any expense incurred by the vendor in the preparation and presentation of their proposal or any other costs incurred by the vendor prior to execution of a contract.

All Timely Submitted Materials Become School District Property: All materials submitted in response to this RFP become the property of HPS and are to be appended to any formal documentation, which would further define or expand any contractual relationship between HPS and vendor 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 HPS; 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 Vendor 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: HPS may make such investigations as deemed necessary to determine the ability of the vendor to provide the services specified. HPS reserves the right to reject any proposal if the evidence submitted by, or investigation of, the vendor fails to satisfy the District that the vendor 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 vendor 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 vendor is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected vendor.

Debarment: The vendor 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 vendor cannot certify this statement, attach a written explanation for review by HPS.

Disability Accommodations: HPS 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 HPS. 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 "Vendor"), hereby deposes and says that:

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

2. I am aware that the Vendor is submitting a proposal to Helena Public Schools ("HPS") in response to a request for proposals for photocopier pool equipment and services. 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 HPS 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 HPS.

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

- (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 Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should HPS 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 Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with HPS's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by HPS of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor 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 HPS, or the Vendor will immediately withdraw its opposition to the open records request and permit HPS to release the documents for examination. HPS will inform the Vendor in writing of any open records request that is made, and the Vendor will have three working days from receipt of the notice to notify HPS in writing

whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow HPS to treat the documents as a public record.

Documents that, in the opinion of HPS, 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: \_\_\_\_\_