



Request For Proposal

*Office Equipment – Copiers, Printers, Fax
and Related Services*

FOR THE

Town of Vernon and Board of Education

CONTRACT #1029-09-27-2013

LATE PROPOSALS WILL NOT BE ACCEPTED

TOWN OF VERNON

CONTRACT #1029-09-27-2013

REQUEST FOR PROPOSALS (RFP)
LEASE OF OFFICE EQUIPMENT – COPIERS, PRINTERS, FAX
AND RELATED SERVICES

INVITATION TO BID

The Town of Vernon, Connecticut is seeking to receive bids relative to the town wide leasing of Office Equipment – Copiers, Printers, Fax and related services. A firm must have a demonstrated experience in providing such services and adhere to standards and requirements of the industry typical for such service.

Copies of the RFP are available from the Office of the Town Administrator from 9:00 AM until 4:30 PM, Monday through Thursday and 9:00 AM until 1:00 PM on Fridays, or anytime online at <http://www.vernon-ct.gov/legal-notices> with reference to Contract #1029 - 09-27-2013.

All questions about the proposal should be directed to John D. Ward, Town Administrator , email jward@vernon-ct.gov, no later than September 13, 2013 . Answers to all questions will be posted by September 20, 2013 on the Town’s website under the bid section at <http://www.vernon-ct.gov/legal-notices> with Contract #1029 - 09-27-2013.

Five (5) hard copies and one (1) digital copy (on CD-R disk or USB drive) of each vendor proposal is required. All should be submitted in a sealed envelope, with “BID DOCUMENT – DO NOT OPEN – CONTRACT #1029 09-27-2013”, clearly marked on the outside of the envelope, to: John D. Ward, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd floor, Vernon, Connecticut 06066 by 11:00 AM on September 27, 2013; at which time proposals shall be opened and read aloud publicly. E-mailed bids will not be accepted.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

Confidentiality – If Respondent believes that any information in its proposal should be treated as confidential that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town employees to the extent required by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

John D. Ward
Town Administrator

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1. General Provisions

a) Scope of Services

The Town of Vernon ("Town") and Board of Education ("Board") are now accepting proposals for office equipment - copiers, printers, fax and related services.

The intention of this Request For Proposal ("RFP") is to:

- Provide flexible document solutions to meet the various business requirements for the Town and Board with an emphasis on fleet management.
- Provide in-depth evaluation of the existing system and equipment.
- This is a Cost Per Copy (CPC) contract which includes all supplies except paper. Service, maintenance and parts are included in the CPC, there are no additional costs. Vendors are free to provide alternatives in their official bid package.
- Increase productivity, provide cost effective solutions, and energy efficient equipment which will leverage both technology and support document management.
- Implement and manage output on an enterprise/municipal-wide basis.
- Provide products and services which will improve inter and intra document utilization between departments.
- Provide the technical expertise to evaluate and recommend solutions which reduce document output expenses.
- Ensure that solutions meet business requirements, are cost effective and are "right sized".
- Execute a contract that supports "one stop shopping" for all output solutions.

b) Qualifications of Vendors

The Town and Board are seeking well qualified and experienced vendors for this project. As part of the proposal please include the following:

1. Provide three (3) current or former client references relative to the projects of this scope.
2. List how many full-time/part-time employees are currently employed by your company.
3. Briefly describe the project management process for this project.
4. Discuss the quality assurance and support plans for this project.

c) Proposals

The Town and Board require five (5) hard copies and one (1) digital copy (on CD-R disk or USB drive) of each vendor proposal. All proposal material is to be submitted to John D. Ward, Town Administrator, Town of Vernon located at 14 Park Place, Vernon, Connecticut 06066 by 11:00 AM September 27, 2013. Immediately following, all proposals received will be publicly opened and read aloud.

All questions about the proposals should be directed to John D. Ward by email at jward@vernon-ct.gov; no later than September 13, 2013. Answers to all received questions will be posted on the Town's website under the bid section. All proposals must include the signature of a duly authorized officer or agent of the organization submitting the proposal.

d) Contract

This RFP is not a contract and, alone, shall not be interpreted as such. This RFP only serves as the instrument through which proposals are solicited. The Town and Board will pursue negotiations with the highest scoring proposal. If, for some reason, the Town and Board and the initial proposer fail to reach consensus on the issues relative to a contract, then the Town and Board may commence contract negotiations with other proposers. The Town and Board may decide at any time to start the RFP process again. Thereafter, proposers will be required to sign a formal contract.

e) Proprietary Information

The Town and Board recognize that in responding to this RFP, vendors may submit proprietary information. To the extent allowed by law, the Town and Board will keep confidential such proprietary information provided that the conditions as described in the following paragraph are met.

Proprietary information is submitted separately and must be clearly identified as containing proprietary information. Reference to the proprietary information must be clearly made in the proposal, and conversely the section in the proprietary information packet shall be clearly labeled as to the location in the proposal that it references. Labeling a complete proposal proprietary, that is general in nature, may be cause for rejection of the proposal.

f) Taxes

The Town and Board are tax exempt and will provide appropriate documentation if needed.

g) Additional Information, Pricing, and Negotiation

The price of the proposal shall be inclusive. Pricing submitted with this RFP must encompass all design, implementation, support, licenses and hardware/software acquisitions necessary for development and implementation. If price excludes certain fees/charges, either recurring or nonrecurring, vendors must provide a detailed list of excluded fees with a complete explanation of the nature of those fees. All expenses related to construction and contingencies would be the responsibility of the respondent vendor and must be written into the RFP accordingly.

Vendors may submit, at their discretion, alternate design options with accompanying prices. Alternate designs will give the Town and Board the opportunity to consider the best solution for our needs and compare those options with budget considerations. This will include consideration of construction to existing spaces as well as mobile or external sites.

In the event that information or pricing submitted by the vendor is unclear, the Town and Board may request further explanation and/or pricing breakdowns from the vendor for the purpose of evaluation and decision making. The vendor shall answer requests for additional information or clarification in writing, and these responses will become part of the vendor's proposal. Vendors failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the Town and Board shall be considered unresponsive, and their proposal may be subject to rejection.

h) Presentations

After the proposals have been received and studied, one or more potential vendors may be requested to make a formal presentation to the Town and Board. The vendor will be responsible for all cost incurred for making such a presentation.

2. Mandatory Requirements

a) Town and Board Policies

Proposals must meet all requirements of applicable Town and Board policies.

b) Onsite Survey

All vendors who are interested in submitting a proposal on this project shall attend a mandatory site survey to be held on September 5, 2013. This site survey group will depart/begin from the Town Administrator's Office, 14 Park Place, Vernon, Connecticut at 9:00 AM. Vendors may ask questions during the site visits about the scope/detail of this project. All Town and Board of Education buildings will be visited on this tour.

c) Added Value

Proposals shall include any added value services provided under a separate section labeled "Added Value".

d) Anticipated Timeline

Vendors must provide an implementation plan/timeline as part of the RFP.

3. Product and/or Service Specifications

1.0 Technical Requirements

1.1 Technical Specifications: All equipment shall have networking capability. Equipment shall be able to support current and future Information Technology (IT) requirements and policies at no additional cost.

1.2 Equipment: All equipment provided shall be factory new and not "refurbished".

1.3 Energy Star: All equipment shall comply with Energy Star requirements and carry Energy Star labeling. Equipment provided shall comply with current Energy Star requirements on the date of placement. Vendor shall ensure that all Energy Star features of the equipment are installed and operational for the life of the placement.

1.4 Electrical Connections: Equipment which is not normal 110V/15AMP compliant shall require pre-installation notification to the Town and Board. Equipment shall have external surge protection in addition to any internal protection for the data and phone lines. Damage to the equipment with inappropriate protection shall be at the risk of the vendor and shall be replaced at no cost to the Town and Board.

1.5 Computer Connected Equipment: All equipment provided shall include all of the required equipment and software to permit connection to any of the Town or Board networks. Installation shall be at no additional cost to the Town or Board.

1.6 Availability of Products: Vendor shall be able and certified by the manufacturer to provide all equipment. In the event that furnished equipment is discontinued, vendor shall provide replacement equipment equal to or better than the discontinued equipment. Vendor shall provide the Town Administrator and Board Business Manager with notification within ten (10) business days prior to the initial introduction of the equipment as a replacement item for use in this contract with prior approval of Town and Board.

1.7 Software Upgrades: All equipment shall be updated to contain the most current versions of software available for the applicable unit(s). All updates shall be made at no additional cost.

1.8 Equipment provided with **document feeders and duplexing** features shall operate at a minimum of sixty percent (60%) of rated speed for that device.

1.9 **Scanning:** Click charges for scanning are not permitted.

1.10 **Security:** Equipment hard drives shall; at the minimum, conform to best practices and encrypt all stored data on the disk at 128 or 256 bit encryption and have the option to overwrite all images immediately or on demand. The vendor may introduce additional security features as part of the initial placement with prior review and approval from the Town and Board.

1.11 **Performance:** Equipment shall maintain; at the minimum, a 97% or better up-time. Downtime shall be computed from the time the vendor representative is notified of an equipment failure until the equipment is fully operational. The Town and Board shall determine what is the definition of down-time. Equipment that does not meet the performance standard of 97% for two (2) consecutive months or for three (3) months in a rolling twelve (12) months shall be replaced by the vendor with equal or better equipment.

2.0 Support

2.1 **Equipment Performance:** Equipment shall maintain a minimum average 97% uptime by unit or fleet; whichever is applicable. Uptime shall be based on a calendar month of thirty (30) days. Equipment which fails to meet this requirement for a calendar month may; at the discretion of the Town or Board, be replaced with new comparable equipment. If within ninety (90) days of the initial installation of equipment that equipment fails to maintain a 97% uptime the equipment shall be replaced at no additional cost.

2.2 **Inquiries:** All inquiries to sales or general administration shall receive a response from the vendor within one (1) business day.

2.3 **Service Requests:** Service requests from the Town or Board shall be acknowledged by the vendor within one (1) hour of receipt by the vendor. Vendor shall advise the requestor approximately when the service technician shall arrive to repair the equipment. Service technicians shall be on-site to affix repair within four (4) hours of when the service request was placed. The affected equipment shall be repaired to operation within a four (4) hour period, if the affected equipment cannot be repaired to normal operation with four (4) hours, vendor shall provide a loaner (equal to or better than the affected equipment) in lieu of replacement, or in an extreme situation a replacement may be required at the discretion of the Town or Board. *Click charges for testing of repairs is not allowed.* The following are key service metrics that must be addressed in the proposal:

Uptime: Vendor shall set a goal for the highest effectiveness level on equipment and shall guarantee 97% uptime. Uptime is calculated based on an average over three-month periods. Vendor shall proactively monitor uptime performance and take corrective action with any unit that falls below the threshold. If a pattern is discovered across a segment, root cause analysis shall be employed to discern the cause.

Response Time: Vendor shall provide a call answer response time of less than one hour after receipt of a service call during normal business hours, Monday through Friday, 7:00 AM to 5:30 PM local time.

Onsite Service Response Time: Vendor shall provide an average of four hours for on-site service response after receipt of a service call. Onsite service response time shall be calculated based on an average over three-month periods and excludes preventative maintenance calls. Printer response time is next business day.

Hours of Operation: Vendor maintenance shall be available from 7:00 a.m. to 5:00 p.m. local time, except weekends and holidays. After-hour service, holiday or emergency support is available if desired and additional fees may apply.

Equipment Product Delivery: Delivery time for new equipment devices (manufacturers') orders from time of receipt to time of install at a Town or Board facility is approximately 15 to 30 days upon receipt of the order. Supply order fulfillment for legacy and new equipment shall generally occur within three business days.

Printer Delivery: New printers procured under this contract, Vendor shall ship directly to the Town and Board. Vendor shall include installation and training services at no additional costs.

Loaner Equipment: If equipment is out-of-service more than two (2) consecutive business days after notifying the vendor or requires off-site service, a loaner shall be provided by the vendor at no additional charge.

Quality Commitment: All new equipment shall be backed by a quality commitment program. Should a device not perform to specifications during the term of the contract, vendor shall either repair to normal operation or replace at no charge.

Click Charges: Any copies run during a scheduled or remedial call shall be credited with a charge back credit.

Order Acknowledgement: Vendor shall acknowledge all orders within 48 hours (two business days) of receipt from the Town or Board.

2.4 Website: The vendor shall develop and have a working website within ninety (90) days from the award date of the contract. Website content and operational functions require preapproval by the Town and Board. Web content shall address the product offering, applicable contract provisions, training and functional processes necessary to execute the requirements/responsibilities of the Contact. Vendor may offer additional services/content with prior approval from the Town and Board.

2.5 Training: Vendor shall provide training and technical support to the Town or Board at any location. As requested by the Town and Board, vendor shall provide onsite training to meet the business requirements for that specific location. As required, vendor shall provide additional post-implementation training if such a need arises.

2.6 Customer Service: Customer service representation shall be available from 7:00 AM to 5:30 PM local time, except weekends and Town and Board /Federal holidays via a toll free telephone number which shall coincide with the Town and Board work calendar. The vendors' representative shall be able to handle all facets of inquiry from order entry to disposal of equipment.

2.7 Vendor shall provide analytical services and provide written proposals to the Town and Board which shall reduce overall expenses as part of a managed print environment. Vendor shall perform a detailed assessment of the Town and Board's output environment using the vendors' tools and methodology. The process should be a collaborative process through which the vendor shall work with the Town and Board to establish a priority list for these services at select locations. This phased approach shall be structured to enable the Town and Board to reap short-term benefits, while simultaneously developing a long-term print management strategy.

2.8 Vendor to review and recommend services which would combine equipment and copies produced to provide reduced costs to the Town and Board. Identify inefficiencies such as redundant, underutilized and outdated equipment, high cost local devices, and costs of store rooms. Perform quantitative and qualitative analysis of the document production infrastructure from which plans for both current and optimized future configuration, and determine the true total cost of ownership of the current fleet. Assessment should include a representative sampling of the current fleet of print output devices (including supplies, maintenance and repair), local culture, current processes, environmental impact and costs developed from actual data. Identify areas where improvements can be made, highlight where fleet reduction can benefit productivity, and provide additional strategies in terms of document output, document management and reduction in environmental impact. The result should be an easy-to-understand optimization strategy report with recommendations for cost savings, cost avoidance, document management strategies, best practices, document security and eco-friendly goals, as well as efficiency gains that are to be expected if the proposed solutions are implemented.

2.9 If equipment is placed into service for a period of time which may exceed the length of the contract, vendor shall continue to perform under the terms of the contract until the end of the existing Placement Term for the equipment and shall not place (install) new equipment.

2.10 **Maintenance:** Vendor shall provide all required services, such as repairs including necessary adjustment(s), and replacements of all unserviceable parts, including but not limited to drums, maintenance kits, electronic boards, and power supplies ("Maintenance"), and consumable supplies including but not limited to toner and staples required for the equipment to perform all of its functions as designed by the Original Equipment Manufacturers ("Supplies") (except paper). Repairing/servicing of equipment shall include all labor and travel expenses. All Maintenance calls shall be logged and reported to the designated Town and Board point-of-contact on a monthly basis (including the time of call and response time offered by the vendor's technician). The maximum Maintenance response time for on-site maintenance is the maximum time before a certified technician appears on-site and is fully prepared to affect all of the necessary repairs.

Vendor shall provide loaner equipment in like for like basis for any equipment that cannot be put back in operating condition within three (3) days from original service call. (Like for like shall be equipment with equal or similar features and market type). For vendors not responding to a service call within twenty-four (24) consecutive hours of notification, excluding company, State or federal holidays and weekends and the call is placed during normal business hours. Vendor shall be provided notice that a competitive supplier may be contacted for immediate service. Such charges shall be deducted from the monthly billing of the delinquent vendor.

If a vendor fails to respond within the twenty-four (24) consecutive hour period, excluding company, State or federal holidays and weekends on three documented occasions during the contract, at the discretion of Town and Board, the resulting contract may be cancelled and re-awarded. A response shall be defined as a service representative visiting the Town or Board facility and working on the specific equipment called for servicing. Vendor shall guarantee uptime of 97% (from time of call to resolution of problem) for each installed equipment. This does not include any regular scheduled routine Maintenance, operator training, or toner/supply replacement. Uptime is to be calculated for any 90-day period. Machines failing to maintain 97% uptime shall be removed at no cost and replaced by vendor with an identical model, or one with comparable features and capabilities that meets or exceed current level of equipment.

Equipment maintenance shall be performed during regular working hours Monday through Friday excluding company, State or federal holidays and weekends. Vendor shall meet or exceed all of the manufacturer's preventive Maintenance requirements.

All equipment parts and Supplies shall be from the Original Equipment Manufacturer or an Original Equipment Manufacturer approved provider.

2.11 Additional Agreements: Additional agreements shall not be allowed. The contract award and corresponding Purchase Order (PO) shall be the only documentation allowed for the lease of or replacement of equipment. The PO shall reference this contract and shall not deviate from the goods and services offered under the resulting contract award. The vendor shall not introduce any documents including but not limited to third party lease or rental agreements, maintenance and service agreements to the Town and Board for the lease or replacement of any equipment. Such documents shall be null and void. Any document utilized other than the contract award and corresponding PO(s) shall be invalid and all liability shall be the responsibility of the vendor. Any equipment delivered and installed under any of these null and void circumstances shall be removed immediately by the vendor and at the expense of the vendor.

2.12 Lease of Equipment: For the lease of equipment, the vendor shall provide equipment based on a discount off the manufacturer's current list price. The vendor shall provide all promotional pricing (e.g. internet special, overstock, model changeover, etc.) if lower than manufacturer's list price minus the resulting contract discount.

2.13 Guarantee/Warranty: Vendor shall guarantee that all equipment items offered and that all the parts and Supplies used in performing Maintenance are standard New, Factory-Produced New Model, currently in production with Original Equipment Manufacturers parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice and that such parts are all in production and not likely to be discontinued. All equipment parts and Supplies shall be from the Original Equipment Manufacturer or an Original Equipment Manufacturer approved provider.

Leased equipment delivered shall be guaranteed against faulty material for at least one year from the date of delivery and installation if such fault develops during this period the vendor agrees to replace the part affected or equipment without cost.

2.14 Discounted Pricing: The discount, as awarded in the resulting contract, shall be a minimum discount and shall remain firm for the entire contract period. Additional discounts may be negotiated with the vendor as appropriate. Vendors shall make the Town and Board aware of any Manufacturer's promotions and discounts being offered as they apply to the resulting contract award. If discount programs are available for educational leases, vendors shall offer them. Price decreases shall become immediately effective on the date specified in the Manufacturer's printed notice of change. Price decreases shall also include promotional pricing, and the Town and Board shall receive the lower of the promotional pricing, and the negotiated contract discount price. The vendor shall bill the Town and Board at the reduced prices for all

deliveries made on and after the date of the manufacturer's price reduction. The vendor shall also promptly provide the Town and Board with a letter of notice concerning the decrease in price of equipment.

4. Terms and Conditions

a) Proposal Withdrawal

No proposal can be withdrawn after it is filed unless the vendor makes a request in writing to the Town Administrator, John D. Ward, 14 Park Place, Vernon, Connecticut 06066 prior to the time set for the opening of proposals.

b) Proposal Acceptance

The Proposals must remain valid for a period not less than forty-five (45) days to allow for evaluation.

c) Incurring Costs

The Town, Board of Education and their technical consultants accept no responsibility for any expense incurred in the proposal preparation and presentation; such expenses are to be borne exclusively by the respondent vendor.

d) Collusion Among Vendors

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection by the Town. Reasonable grounds for believing that a vendor is interested in more than one proposal for the work contemplated may result in rejection of all bids in which the vendor is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the vendors. Participants in such collusion may not be considered in future solicitations for the same work. Each vendor, by submitting a bid, certifies that it is not a party to any collusive action.

e) Irregular Proposals

Proposals may be rejected if they show omissions or irregularities of any kind. Proposals taking or noting exception to any element requested may be rejected in their entirety.

f) Minor Irregularities

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the Town and Board.

g) Cancellation of the RFP and Rejection of Proposals

The Town and Board may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response, whenever this action is determined to be in their best interest. In the event of such suspension, termination or modification, the Town and Board shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

h) Public Information Act Notice

Vendors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, or to contain proprietary information or trade secrets. Such information should be removed from the general portion of the proposal and submitted under separate cover. Envelopes containing confidential or proprietary information should be conspicuously marked and sealed. Vendors should provide justification why such material upon request, should not be disclosed by the Town and Board.

i) Vendor Investigation

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the Board that the vendor will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful vendor from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful vendor.

j) Laws and Regulations

It shall be understood and agreed that any and all articles and/or equipment furnished on this proposal shall comply fully with all Local, State and Federal laws and regulations.

k) Acceptance of Terms and Conditions

By submitting a response to this RFP, a vendor shall be deemed to have accepted all the terms, conditions, and requirements set forth in the RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this RFP become the property of the Town. The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply. The Town and Board reserve the right to reject any or all

proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed in the best interest of the Town and Board.

l) Non-Conflict of Interest Statement

It is unlawful for any officer, employee or agent of the Town or Board to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest, or in which he/she is serving as an officer, director, trustee, partner, or employee, or agent. The successful bidder agrees that during the term of the contract and for twenty four (24) months following the exit conference, the successful bidder, its employees, agents, and representatives, shall not, with or without compensation, on behalf of the successful bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of the Town .

m) Non-Discrimination of Employment

The Town actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation. The vendor shall not discriminate in any manner against any employee because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation.

n) Order of Preference

In any and all cases of conflict between this document and the attachments, the following order of precedence shall govern;

- a. This solicitation document
- b. Addendum(s) signed by the vendor
- c. Vendor Proposal

o) Anti-Bribery Affidavit

Vendors and consultants are required to be aware that any person convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or federal government, or found civilly liable under a State or federal anti-trust statute, shall be subject to disqualification from entering into a contract with the Town and Board for the supply of materials, supplies, equipment, or services by the person.

p) Confidentiality

Vendor shall treat confidential all information, reports, and documents, hereafter, "data", regardless of form, that vendor receives or is provided access by the Town and Board. Vendor shall take all precautions necessary to prevent disclosure of such data to others except upon the express written approval of the Town and Board. Any third party to whom vendor is authorized to provide data shall be required, as a condition of receiving such data, to execute confidentiality agreement satisfactory to the Town and Board. Vendor shall not use data for any purpose other than the performance of work contemplated under the contract. Upon the Town and/or Board's request, vendor will return to the Town and/or Board all copies of data. Vendor shall safeguard against disclosure to all others data in vendor's possession for a period for seven years after completion of the work and only if permitted by law.

If Respondent believes that any information in its proposal shall be treated as confidential that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town/Board employees to the extent required by State or Federal Law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.