

## **NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids addressed to the Municipal Clerk of the Borough of Elmwood Park will be received up to 11:00AM prevailing time on Friday, December 27, 2019, at which time and place bids will be opened in the Elmwood Park Municipal Building, 182 Market Street – Elmwood Park, NJ 07407 for the following.

### **DISPOSITION OF VEGETATIVE WASTE FOR RECYCLING**

Specifications may be obtained from the Municipal Clerk Office located in the Borough of Elmwood Park Municipal Building during regular business hours, 8:30 AM to 4:30 PM, Monday through Friday excluding holidays.

All required bidder information can be found in the bid documents. All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and NJAC 17:27 and all other applicable local, state and federal laws.

By Order of the Borough of Elmwood Park.

Erin N. Delaney, MPA, RMC  
Municipal Clerk

## Technical Specifications

### DISPOSITION OF VEGETATIVE WASTE FOR RECYCLING

#### Description of Service

The Borough or its authorized contracted vendor(s) shall deliver Vegetative Waste in Compactor, Dump or Roll-off vehicles to the facility indicated by the proposed contractor. Vegetative waste may include yard waste consisting of tree limbs or branches, leaves, wood chips, stumps, large diameter logs and other vegetative debris. Christmas trees will also be included as a Vegetative Waste. All vegetative waste shall be commingled together. Vegetative waste shall be reasonably free of other trash. Small amounts of other waste mixed in with the vegetative waste shall be the responsibility of the recycling facility to separate and dispose of properly. Companies submitting proposals shall be an approved recycling facility in the State of New Jersey **Class C facility**. Please provide a copy of your approval with your proposal submission. It shall be the responsibility of the contractor to process and recycle the debris in accordance with its approval. Disposal facility shall be within 30 miles of the Borough of Elmwood Park border.

Bidding shall be based upon two options as follows:

Option A      Year 1 Cost is based on an amount per cubic yard  
                    Year 2 Cost is based on an amount per cubic yard

Option B      Year 1 Cost is based on a flat rate  
                    Year 2 Cost is based on a flat rate

The successful contractor will expressly agree to reasonably estimate cubic yards on partial loads. The Borough shall not be responsible for the entire truck capacity.

#### Term of Contract

The term of this contract shall be for two years beginning **January 1, 2020 through December 31, 2021**. If applicable, the Borough reserves the exclusive option of renewing the contract for an additional two one (1) year extensions on the same terms and conditions as specified in the bid proposal.

In accordance with 40A:11-15 of the Local Public Contracts Law the Borough reserves the right to extend this contract, when mutually agreed upon between the Borough and the contractor, for not more than two one-year periods or one two-year period. Any change in price shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time of the contract renewal. The contract extension shall be awarded by resolution of the governing body only upon a finding by the governing body that the services are being performed in an effective and efficient manner, and no extension shall be granted so that the contract runs for more than a total of five consecutive years. Otherwise, the terms and conditions of the contract shall remain substantially the same.

## **Termination of Contract**

If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract, or if the Contractor shall violate any of the requirements of this contract, the Borough of Elmwood Park shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination. Such termination shall relieve the Borough of any obligations for balances due the Contractor of any sum or sums set forth in the contract.

In the case of default by the successful bidder, the Borough may procure the goods or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

At any time should the Borough determine that any or all of the services described herein become unnecessary; the Borough reserves the right to terminate any or all of this contract upon thirty days written notice.

Strikes, walkouts or other such instances shall be reason for the Borough to immediately acquire other services until such time the Contractor can again complete the remainder of the contract. Such actions may also be cause for the Borough to terminate the contract, at the Borough's discretion.

Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to terminate this contract upon thirty days written notice.

## **Insurance**

Applicable insurance certificates must be furnished by the successful contractor naming the Borough as additionally insured and certificate holder upon award.

## **Invoice and Payment Procedure**

A. The contractor shall submit all invoices for disposition services in accordance with the requirements of this section. Within 30 days after the end of each calendar month during the term of the contract during which the contractor provided services in accordance with the terms and conditions included in this bid, the contractor will submit an invoice to the Borough of Elmwood Park for the preceding calendar month (the "Billing Month").

B. The Borough of Elmwood Park shall pay all invoices within thirty (30) days of receipt. The Borough of Elmwood Park will not be obligated to pay a defective invoice until the defect is cured by the contractor. The Borough of Elmwood Park shall have 30 days from the date of receipt of the corrected invoice to make payment.

## **Quantities**

Quantities provided herein are estimates and are for proposal purposes only. The Borough reserves the right to increase or decrease quantities to best meet its needs. The minimum amount of vegetative waste to be disposed shall be zero. Accordingly, this contract shall be deemed open ended.

**2015 – 2,996 C/Y**

**2016 – 2,993 C/Y**

**2017 – 2,591 C/Y**

**2018 – 2,919 C/Y**

**2019 (JANUARY-NOVEMBER – 2,829 C/Y**

**REQUEST FOR PROPOSAL CHECKLIST**

**THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INITIAL BELOW, INDICATING THAT YOUR PROPOSAL INCLUDES THE ITEMIZED DOCUMENTS. A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS MAY BE REJECTED.**

ITEM	INITIALS
Executed Disclosure Statement (form provided)	
Executed Non-Collusion Affidavit (form provided)	
Executed Affirmative Action Compliance Notice (form provided)	
Executed Owner's Disclosure Statement (form provided)	
Executed Hold Harmless Agreement (form provided)	
Executed Americans with Disabilities Act of 1990 Language (form provided)	
Executed Vendor's Information (form provided)	
Executed Proposer's Affidavit (form provided)	
New Jersey Business Registration Certificate	
Original and two (2) copies of completed package	

**THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.**

Person, Firm or Corporation submitting Proposal: \_\_\_\_\_

Authorized Agent Name and Title: \_\_\_\_\_

Authorized Signature and Date: \_\_\_\_\_

**DISCLOSURE STATEMENT**

The attention of prospective proposer is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a Borough of Elmwood Park or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every proposer must disclose below, being a Borough of Elmwood Park Officer or employee or whether an immediate family member is a Borough of Elmwood Park Officer or employee. If the proposer is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the proposer or a member of the proposer’s immediate family, or anyone having an interest in the proposer’s business organization including their immediate family members, an officer or employee of the Borough of Elmwood Park?

NO \_\_\_\_\_ YES \_\_\_\_\_

\_\_\_\_\_  
\* President, Vice President or Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing, prior to the proposal opening date, to the Borough Administrator, Borough of Elmwood Park, 182 Market St., Elmwood Park, New Jersey 07407. (Kindly attach a copy of the correspondence to this form).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

**\*FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_, of the City of \_\_\_\_\_, in the County of \_\_\_\_\_,  
and the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, of the firm of \_\_\_\_\_ the  
(Title) (Company Name)  
proposer making this Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said proposer has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive action in connection with the above named project and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey, County of Passaic, and the Borough of Elmwood Park relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I fully warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
\* President, Vice President or Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**\* FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

**AFFIRMATIVE ACTION REQUIREMENTS**

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

REQUIRED AFFIRMATIVE ACTION EVIDENCE

PROCUREMENT & SERVICE CONTRACT (which are not subject to a federally approved or sanctioned affirmative action program). All successful vendors must submit within ten calendar (10) days of the notice of intent to award (Memorandum of Agreement) or the signing of the contract, whichever is sooner, one of the following:

1. **A PHOTO COPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL.**  
OR
2. **A PHOTO COPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT.**  
OR
3. **A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302). FORM MAY BE OBTAINED FROM CONTRACTING UNIT DURING NORMAL BUSINESS HOURS.**

THE AFFIRMATIVE ACTION AFFIDAVIT FOR VENDORS HAVING LESS THAN FIFTY (50) EMPLOYEES IS NO LONGER ACCEPTABLE.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq.

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the Proposer (herein after the contractor) agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

**Letter of Federal Affirmative Action Plan Approval**

**Certificate of Employee Information Report**

**Employee Information Report Form AA302 electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

**OWNERS DISCLOSURE STATEMENT**

In accordance with N.J.S.A. 52:25-24.2 et seq., no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to the Borough, a statement setting forth the names and addresses of all stockholders who own ten percent (10%) or more of the stock, of any class or all individual partners who own a ten percent (10%) or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the ten percent (10%) ownership criteria established in this act has been listed.

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Legal Name of Bidder Date

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Street Address City State Zip Code

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Telephone # Fax # e-mail address

**CHECK TYPE OF BUSINESS ENTITY:**

	Date	Where	
	Incorporated	Incorporated	
Corporation	_____	_____	Limited Partnership _____
Limited Liability Corporation	_____	_____	Limited Liability Partnership _____
Subchapter S Corporation	_____	_____	Sole Proprietorship _____
			Partnership _____

Listed below are the names and address of all stockholders or individuals who own ten (10) percent or more of its stock of any class (es), or who own ten (10) percent or greater interest therein.

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

*If more space is required, continue listing on a separate page and include with bid submittal.*

If no stockholder or partner owns ten percent (10%) or more of the business submitting the bid, please sign and date this form. I certify that no stockholder or partner owns ten percent (10%) or more of the business submitting this bid:

\_\_\_\_\_ / \_\_\_\_\_  
President, Vice President or Signature of Authorized Representative Date

**FAILURE TO COMPLETE THIS FORM OR SIGN THE ABOVE STATEMENT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

**HOLD HARMLESS AGREEMENT**

BETWEEN: The Borough of Elmwood Park  
182 Market Street  
Elmwood Park, New Jersey 07407

AND

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Address – not a post office box

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Telephone Number                      Fax Number                      e-mail address

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the Borough of Elwood Park.
2. The Contractor agrees to indemnify and hold harmless the Borough of Elmwood Park, its elected officials, and all of its officers, agents and employees from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which the Borough of Elmwood Park may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the Borough of Elmwood Park harmless for damages to the Contractor's equipment utilized during the term of this contract.

\_\_\_\_\_  
President, Vice President or Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AMERICANS WITH DISABILITIES ACT**

**EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES**

The contractor and the Borough of Elmwood Park (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

\_\_\_\_\_  
President, Vice President or Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**VENDOR INFORMATION**

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information **must** be provided with this bid.

Name of Business: \_\_\_\_\_  
(Print)

Name of Contact Person: \_\_\_\_\_  
(Print)

Correspondence Address (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchase Order Address (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Address (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number (including area code): \_\_\_\_\_

Fax Number (including area code): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Employer I.D. # or S.S. #: \_\_\_\_\_

**FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.**

**PROPOSER'S AFFIDAVIT  
THIS AFFIDAVIT IS PART OF THE PROPOSAL**

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_,  
(Print Name)

Certify that I am the \_\_\_\_\_  
(Title)

of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

\_\_\_\_\_/\_\_\_\_\_  
(Signature of Bidder) (Date)

**NOTARY:**

Subscribed and sworn to before me at

\_\_\_\_\_  
(Address)

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

Commission Expires: \_\_\_\_\_

## **DOCUMENT OWNERSHIP**

This document was prepared by the Borough of Elmwood Park (owner) and is provided on the Borough website at [www.elmwoodparknj.us](http://www.elmwoodparknj.us) and duly advertised in the official newspapers' of the Borough. This document is not to be reproduced for distribution to other vendors regardless of whether the vendor intends to charge, or not to charge, for said copy. Copies of this document are made available from the owner and there is no other agent authorized to distribute same.

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the vendor for the purpose of assisting the vendor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the vendor or permitted by the vendor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The vendor shall not have the right to use, sell, or disclose any part or total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.