

CITY COUNCIL

The City of Orange Township, New Jersey

DATE December 21, 2021

NUMBER 518-2021

AMENDED

TITLE: A RESOLUTION AWARDING A CONTRACT TO KC'S CAR WASH, 360 THOMAS BLVD, ORANGE, NEW JERSEY 07050 FOR CAR WASHING SERVICES TO ALL CITY OWNED VEHICLES FOR ONE (1) YEAR COMMENCING JANUARY 1, 2022 THROUGH DECEMBER 31, 2022 IN THE AMOUNT NOT TO EXCEED \$8,000.00.

WHEREAS, the City of Orange Township did duly advertise on November 19, 2021 for proposals for car washing services to all City Owned vehicles pursuant to the specifications; and,

WHEREAS, on December 7, 2021 the City of Orange Township received one (1) public proposal for car washing services from the following:

<u>Vendor</u>	<u>Car Washing</u>	<u>Option 1 (Detailing)</u>
KC's Car Wash	\$ 7.00 Per Vehicle	\$150.00 Per Vehicle
360 Thomas Blvd	\$ 9.00 Per SUV	\$180.00 Per SUV
Orange, NJ 07050	\$10.00 Per Pick Up Truck	\$180.00 Per Pick Up Truck
	\$15.00 Per 20 Passenger Bus	\$180.00 Per 20 Passenger Bus

WHEREAS, there exists a need for car washing services within a 3 mile radius of the City of Orange Township since physical proximity is necessary for the economical performance of the contract; and

WHEREAS, the Director of Public Works did examine the proposal and determined that KC's Car Wash's proposal complied with the Local Public Contracts Law; and,

WHEREAS, KC's Car Wash has completed and submitted a Business Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous one (1) year, except that the year 2005 is an exception to this requirement as the one year immediately proceeding the effective date of the Law, as that term is defined below, and that the contract will prohibit KC's Car Wash from making any reportable contributions throughout the term of the contract; and,

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds will be available for this purpose in Account No. 2-01-26-315-000-528, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2022 Budget, there will be sufficient funds to contract with KC's Car Wash.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township, that a contract be awarded to KC's Car Wash, 360 Thomas Blvd, Orange, New Jersey 07050; and,


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CITY ATTORNEY



BE IT FURTHER RESOLVED, that the proper officers of the City of Orange Township are hereby authorized to enter into said contract with KC's Car Wash for car washing services to all City owned vehicles upon condition that bidder comply fully with all terms and conditions of the specifications in an amount not to exceed \$8,000.00.

Adopted:

Joyce L. Lanier
City Clerk

Kerry J. Coley
Council President



CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS

I, Chief Financial Officer for the City of Orange Township, do hereby confirm that, based on the experience record of the prior year, and based on the Quote, RFP, or RFQ bid results, "extraordinary unspecifiable services" without competitive bids or inclusion in a cooperative which the City has approved, and contingent upon Council approval and inclusion of said item in the Temporary Budget and the adopted 2022 Budget, there will be sufficient funds to contract with:

Vendor Name: KC's Car Wash
Address: 360 Thomas Blvd.
City: Orange
State: New Jersey
Zip Code: 07050

Purpose: Car Washing Services for all City owned vehicles
01/01/2022-12/31/2022

Fund: Current Fund
Line Description EVM - Equipment & Vehicle Maint. - Contractual Services
Budget years: 2022
Account Numbers(s): 2-01-26-315-000-528
8,000.00

Vendor ID: KC00010

Amount not to exceed: \$ 8,000.00

Division Head

Date

Nile Clements

12/20/2021

Chief Financial Officer

Date

AGREEMENT

This Agreement, made and entered into this _____ day of _____,
between the City of Orange Township and **KC's Car Wash, 360 Thomas Boulevard,
Orange, New Jersey 07050.**

WHEREAS, the City of Orange Township wishes to retain a firm for the purpose
for car washing services to all City owned vehicles in the City of Orange Township, as
specifically set forth in the attached specifications in the amount not to exceed \$8,000.00.

WHEREAS, the City of Orange Township wishes to retain **KC's Car Wash** with
offices located at 360 Thomas Boulevard, Orange, New Jersey 07050, the lowest
responsible bidder of bidders to submitting for such service on December 7, 2021.

WHEREAS, this firm and the individuals of the firm are to be retained pursuant
to the Agreement as specified by the attached specifications dated December 7, 2021; and

WHEREAS, the City Council of the City of Orange Township has, by
Resolution # _____ dated _____, authorizes **KC's Car Was** for
providing car washing services to all City owned vehicles specified in the attached
specifications.

NOW, THEREFORE, BE IT AGREED by and between the parties, for the
mutual convenient set forth herein below:

1. **KC's Car Wash** is hereby contracted by the City of Orange Township to
provide services as specified in the attached specifications.
2. This agreement shall be effective commencing on January 1, 2022 through
December 31, 2022.
3. This agreement shall not be assigned nor shall any duties under this agreement
be delegated by **KC's Car Wash** without prior written consent of the City.

4. The validity of this agreement and its terms or provisions, as well as the rights and duties of the contracting parties, shall be governed by and construed in accordance with the laws of the State of New Jersey.
5. This agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when not expressly prohibited by this agreement.
6. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of it this agreement shall for any reason be held to be invalid, illegal, or unenforceable provision had never been contained in it.
7. This agreement constitutes the sole agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.
8. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.
9. The City may terminate this Agreement upon three days notice with American Wear, Inc. In the event that this agreement is deemed to be terminated, the City shall pay **KC's Car Wash** for those services provided as of the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

Joyce L. Lanier
City Clerk

CITY OF ORANGE TOWNSHIP:

Dwayne D. Warren, Esq.
Mayor

ATTEST:

KC's Car Wash

360 Thomas Boulevard
Orange, New Jersey 07050

Approved as to Form and Sufficiency

Gracia R. Montilus, City Attorney

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