

CITY COUNCIL

The City of Orange Township, New Jersey

DATE December 21, 2021

NUMBER 519-2021

AMENDED

TITLE: A RESOLUTION AWARDING A CONTRACT TO NATURE'S CHOICE CORP., 1106 MILLSTONE RIVER ROAD, HILLSBOROUGH, NEW JERSEY 08844, FOR YARD WASTE DISPOSAL SERVICES FOR ONE (1) YEAR COMMENCING JANUARY 1, 2022 THROUGH DECEMBER 31, 2022 IN THE AMOUNT NOT TO EXCEED \$101,562.50.

WHEREAS, the City of Orange Township did duly advertise on November 19, 2021 for proposals for Yard Waste Disposal Services pursuant to the specifications; and,

WHEREAS, on December 7, 2021 the City of Orange Township received one (1) public proposal pursuant to specifications furnished prospective bidders from the following:

<u>Bidder</u>	<u>Recycling Facility</u>	<u>Total Price</u>
Nature's Choice Corp. 1106 Millstone River Road Hillsborough, New Jersey 08844	590 Mount Pleasant Ave West Orange, New Jersey	\$101,652.50

WHEREAS, there exists a need for disposing of yard waste, specifically leaves and other yard waste 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 Nature's Choice Corp. proposal complied with the Local Public Contracts Law; and,

WHEREAS, Nature's Choice Corp. 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 Nature's Choice Corp. 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.2-01-26-305-000-528, 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 Nature's Choice Corp.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township, that a contract be awarded to Nature's Choice Corp., 1106 Millstone River Road, Hillsborough, New Jersey 08844; and,

BE IT FURTHER RESOLVED, that the proper officers of the City of Orange Township are hereby authorized to enter into said contract with Nature's Choice for yard waste disposal services upon condition that bidder comply fully with all terms and conditions of the specifications in an amount not to exceed \$101,652.50.


A. MIZRAHI
CITY ATTORNEY



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: Nature's Choice Corporation
Address: 1106 Millstone River Road
City: Hillsborough
State: New Jersey
Zip Code: 08844

Purpose: Yard Waste Disposal services
01/01/2022-12/31/2022

Fund: Current Fund
Line Description RR - Refuse Removal - Contractual Services
Budget years: 2022
Account Numbers(s): 2-01-26-305-000-528
101,562.50

Vendor ID: NATUR015

Amount not to exceed: \$101,562.50

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 **Nature's Choice Corp., 1106 Millstone River Road, Hillsborough, New Jersey 08844.**

WHEREAS, the City of Orange Township wishes to retain a firm for the purpose of **disposing of yard waste, specifically leaves and other yard waste** in the City of Orange Township, as specifically set forth in the attached proposal.

WHEREAS, the City of Orange Township wishes to retain **Nature's Choice Corp.** with offices located at **1106 Millstone River Road, Hillsborough, New Jersey 08844**, 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 proposal dated December 7, 2021; and

WHEREAS, the City Council of the City of Orange Township has, by **Resolution No. _____** dated _____, authorizes **Nature's Choice Corp.** to provide the **facilities for disposing of yard waste, which is located at the Township of West Orange Composting/Recycling Facility, 590 Mount Pleasant Avenue, West Orange, New Jersey 07052** as specified in the attached proposal.

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

1. **Nature's Choice Corp.** is hereby contracted by the City of Orange Township to provide services as specified in the attached proposal.

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2. This agreement shall be effective commencing on **January 1, 2022** and terminating on **December 31, 2022**.
 3. This agreement shall not be assigned nor shall any duties under this agreement be delegated by **Nature's Choice Corp.** 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
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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 **Nature's Choice Corp.** In the event that this agreement is deemed to be terminated, the City shall pay **Nature's Choice Corp.** for those services provided as of the effective date of termination. This agreement is final and cannot be amended, supplemented, changed or modified without said being in writing.

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

ATTEST:

CITY OF ORANGE TOWNSHIP:

Joyce L. Lanier Date
City Clerk

Dwayne D. Warren, Esq. Date
Mayor

ATTEST:

Nature's Choice Corp.
1106 Millstone River Rd
Hillsborough, New Jersey 08844

Print Name

Print Name

Signature Date

Signature Date

Approved as to Form and Sufficiency

Gracia R. Montilus Date
City Attorney

