

**JANITORIAL SERVICES
FOR THE TOWNSHIP OF WEST ORANGE CONTRACT**

This Agreement for Janitorial Services is made by and between the Township of West Orange located at Municipal Building, 66 Main Street, West Orange, New Jersey (herein the "Township") and Excellent Building Services Corp. ("Excellent") located at 70 South Jefferson Street, Orange, NJ 07050.

WITNESSETH

WHEREAS, the Township requires janitorial services at the following buildings: (1) West Orange Town Hall; (2) West Orange Police Building; (3) West Orange Senior Health Center; (4) Department of Public Works/Engineering; (5) Department of Recreation; (6) Police Valley Road Sub Station; and (7) Police Washington Street Sub Station (collectively, the "Buildings"); and

WHEREAS, the Township issued a Request for Bid Proposal ("RFP") in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1, et al.) for Janitorial Services for the Buildings;

WHEREAS, on December 21, 2010 the Township received two (2) bids in response to the RFP; and

WHEREAS, the lowest bid was deemed to contain a material defect and rejected as non-responsive; and

WHEREAS, Excellent was the lowest remaining bid.

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. Term – The term of this Contract shall commence on January 1, 2011 for a one (1) year period with the option to renew for two (2) additional one (1) year periods. The Township will notify Excellent at least 30 days prior to the expiration of the initial one (1) year period or the first one year extension if it desires to exercise the option to renew for an additional one (1) year period.

2. Price – The amount of the Contract shall not exceed \$57,540.

3. Other Provisions - This Contract between Excellent and the Township is subject to all terms and conditions contained in Exhibit "A" entitled "Township's Request for Proposal for Janitorial Services," annexed hereto, and Exhibit "B" enclosing Excellent's Proposal in response to the Township's RFP, which are attached hereto and incorporated herein in full as though set forth in verbatim and as if they were fully reiterated in the body of this Contract.

4. Notice - Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt required mail to the Municipal Clerk, Township of West Orange, New Jersey 07052 or such other address as the Township may designate in writing to Excellent. Any notice required hereunder to the Excellent shall be hand delivered or mailed by certified first-class postage prepaid return receipt required mail to Excellent Building Services Corp., 70 South Jefferson Street, Orange, New Jersey 07050 or such other address as Excellent may designate in writing to the Township.

5. Captions - The captions appearing in this Agreement or of any copies thereof are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

6. Governing Law - This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflicts of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey for resolution of any and all claims arising out of or in connection with this Contract.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, Municipal Clerk

By: _____
Robert D. Parisi, Mayor

WITNESS:

EXCELLENT BUILDING SERVICES CORP.

By: _____

Title: