

8/21/24

**CONTRACT BETWEEN
MIDMARK CORPORATION
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 21st day of August, 2024, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **MIDMARK CORPORATION**, with offices at 260 Depot Street, Leesburg, Ohio 45135, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has a need for has a need for new chain link flag and top panels for kennels at the Animal Shelter; and

WHEREAS, the service related to this contract relates to previously installed equipment in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(i); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated pursuant to Attachment A, attached hereto, for \$54,267.02.

Vendor shall be paid in accordance with this Contract document upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during

the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of claims against the County arising out of, or by reason, the work done and materials furnished under this Contract.

3. **DUTIES OF PARTIES.** The specific duties of the Vendor shall be as set forth in Attachment A, *Midmark Quotation*, dated July 11, 2024, which is attached hereto and made a part of this Contract. Additionally, the Vendor will provide new side panels at no cost to the County.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the vendor's proposal.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The Vendor 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, sex, veteran status or military service. The Vendor 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, sex, veteran status or military service. 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 Vendor 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 Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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, sex, veteran status or military service.

The Vendor 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 Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor 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.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

B. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor.

C. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does

hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

11. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

12. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

13. **CHANGES.** This Contract may be modified by change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

14. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

16. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

17. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

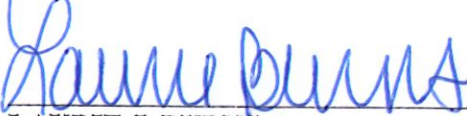
18. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

19. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of the County and *Midmark Quotation*, dated July 11, 2024, attached hereto as Attachment A. If there is a conflict between this Contract and the specification or the Vendor's response, then this Contract and the Specifications shall control.

THIS CONTRACT is dated this 21st day of August, 2024.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:



LAURIE J. BURNS,
CLERK OF THE BOARD

ATTEST:



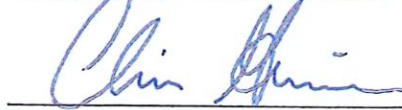
Charles G. Lampley IV

COUNTY OF GLOUCESTER



FRANK J. DIMARCO, DIRECTOR

MIDMARK CORPORATION



BY:

TITLE: VP of SALES

MIDMARK ANIMAL HEALTH

ATTACHMENT A



Midmark Quotation
Customer Pricing

Quote Valid for 90 Days
Date Quoted: 7/11/2024

Project Information:

Project Name: Gloucester County Animal Services

Project #: A242402 Phase: 01 Rev: 2

Agreement: Animal Health 2024 Pricing

Quote Breakdown (Reference Number: A242402 Phase: 01 Rev: 2)

Ext. Customer

Midmark leesburg PO Amount:

\$54,267.02

Total Product Charges

\$31,767.02

Total Recommended Delivery/Install

\$22,500.00

Address:

Midmark Corporation

Attn: Animal Health Customer Experience

260 Depot Street

Leesburg, OH 45135

Email: leesburg@midmark.com



Equipment Breakdown
Customer Pricing

Quote Valid for 90 Days
Date Quoted: 7/11/2024

Project Information:

Project Name: Gloucester County Animal Services

Project #: A242402 Phase: 01 Rev: 2

Agreement: Animal Health 2024 Pricing

Part Number	QTY	Description	Customer Each	Est. Customer
Containment				
A242402-2	1	Containment		\$31,767.02
Total Containment:				\$31,767.02
Recommended Delivery/Install				
CHRG-SVC376	1	Animal Health Project Management & Containment Installation		\$22,500.00
Total Recommended Delivery/Install:				\$22,500.00
Total Midmark:				\$54,267.02



Midmark Quotation
Customer Pricing

Quote Valid for 90 Days
Date Quoted: 7/11/2024

Project Information:
Project Name: Gloucester County Animal Services
Project #: A242402 Phase: 01 Rev: 2
Agreement: Animal Health 2024 Pricing

Room Breakdown	Customer Each	Ext. Customer
Chainlink Flag & Top Panels (172416)	\$31,767.02	\$31,767.02
Recommended Delivery/Install	-	\$22,500.00
Total Price:		Customer: \$54,267.02



Midmark Quotation
Customer Pricing

Quote Valid for 90 Days
Date Quoted: 7/11/2024

Project Information:

Project Name: Gloucester County Animal Services

Project #: A242402 Phase: 01 Rev: 2

Agreement: Animal Health 2024 Pricing

Agreement Number: 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Midmark Quotation
Customer Pricing

Quote Valid for 90 Days
Date Quoted: 7/11/2024

Project Information:

Project Name: Gloucester County Animal Services
Project #: A242402 Phase: 01 Rev: 2
Agreement: Animal Health 2024 Pricing

Category Breakdown		Ext. Customer
Kennel Runs		\$31,767.02
Recommended Delivery/Install		\$22,500.00
Total Price:		Customer: \$54,267.02



Midmark Quotation Terms & Conditions

Project Information:

Project Name: Gloucester County Animal Services
Project #: A242402 **Phase:** 01 **Rev:** 2
Agreement: Animal Health 2024 Pricing

Midmark Rep Information:

Project Rep: Meagan Delawder
Email: mdelawder@midmark.com

Designer Information:

Designer: Daniel Perry
Email: dperry@midmark.com
Phone: 1-800-MIDMARK

Midmark Order Policy

- Signed drawings and verified field measurements (if applicable) are required before an order can be placed. For questions regarding these details, refer to your Midmark Representative.
- Approved payment terms are required before an order can be placed.
- Installation may be included in your quote. If installation is included, a Statement of Work will accompany the quote (exclusions apply). If installation is not included, please request a quote.
- A Midmark Representative may be able to provide you with an estimate on freight and taxes upon request.

Order Changes

- All changes should happen before the receipt of the order.
- Order changes made after receipt of an order may incur a change fee and a shipping date change. This fee will cover materials, labor, and handling costs.
- All changes must be submitted in writing. Upon review and approval of changes, the order will be moved to the next ship date.

Delayed/Rescheduled Ship Dates

- Requests to reschedule orders that have not been built will be move to the next available ship date.
- Request to reschedule or delay shipment of orders that have been built will incur storage and handling fees until shipped.

Order Cancellation

- Cancellation 48 hours from the time of order placement is subject to penalty. An assessment will be made at the time of cancellation to determine the amount of penalty, including material, labor, and handling costs.
- Cancellation must be received in writing. Non-standard color and custom configuration orders may not be canceled without penalty.

Return of Merchandise

- Made-to-order products (including but not limited to: Cabinetry, Containment, Workstations) or non-standard colors are non-returnable.

Shipping & Receiving Policy

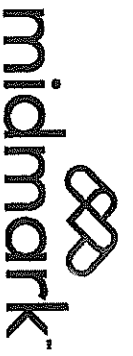
- Orders shipped via common LTL or full truckload carrier.
- Please specify your preferred delivery date. The preferred delivery date is not guaranteed based on Midmark lead time and the carrier's availability.
- Please specify if the delivery site is NOT able to accept delivery on a full-size 53' truck and trailer, if there are steps at the delivery site, or if your location requires special delivery accommodations.
- Optional delivery services available for additional charges may include lift gate, customer-assisted inside delivery, white glove delivery, and guaranteed delivery. Contact your Midmark Representative for a quote on optional delivery services.
- Delivery should be arranged with a project coordinator from each Midmark location.
- Customer pick-up orders are subject to a handling fee. The customer is responsible for the product upon pick-up.
- Report any damaged goods or short shipments to the freight carrier and contact Midmark Corporation immediately. If concealed damage is found, it must be reported within 5 days of delivery or the time allowed based on the National Motor Freight Classification's standard, whichever is less.

Lead Times

- Contact your Midmark Sales Representative as current lead times are dynamic due to the global supply chain disruption.

No Damages For Delay

- Although Midmark will attempt to meet shipment and delivery schedules, Midmark will not be liable to the Purchaser for any damages resulting from late shipment or delivery, including but not limited to direct, indirect, economic, incidental, or consequential damage, including without limitation lost profits or income, loss of use, downtime, cover, and employee or independent contractor wages, payments, and benefits.



Project Information

Special Notes

Project Name: Gloucester County

N/A

Facility Address: -

Project #: A242402

Quote #: 172416

Phase: 1

Rev: 2

Date: 7/11/24

Project Rep: Meagan Delawder

Designer: Daniel Perry

Phone: 1-800-MIDMARK

These drawings are the sole property of Midmark Corporation and are to be used for illustration only. Actual product appearance may vary.

www.midmark.com
design@midmark.com
Phone: 1-800-MIDMARK

Project: Gloucester County

Project #: A242402

Rev: 2

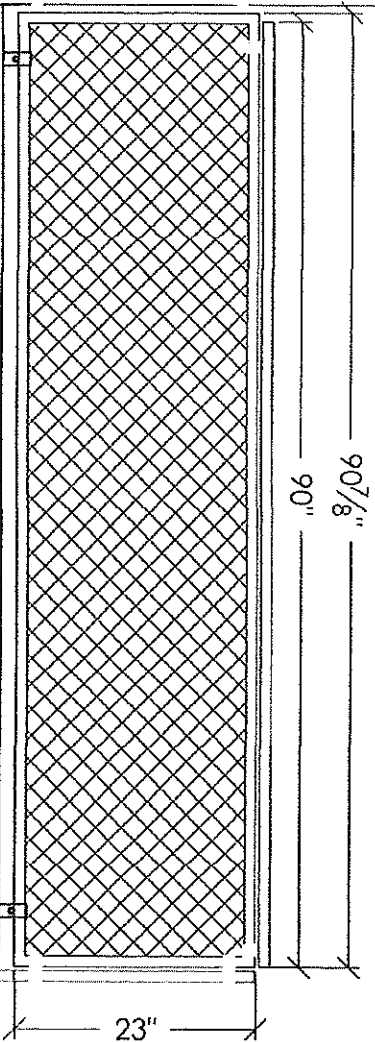
Special Quote

Signed Drawings Required To
Process Order

(Signature)

(Date)

Field Measurements Required



TYPICAL (26) PLACES

www.midmark.com
design@midmark.com
Phone: 1-800-MIDMARK

Project: Gloucester County

Project #: A242402

Rev: 2

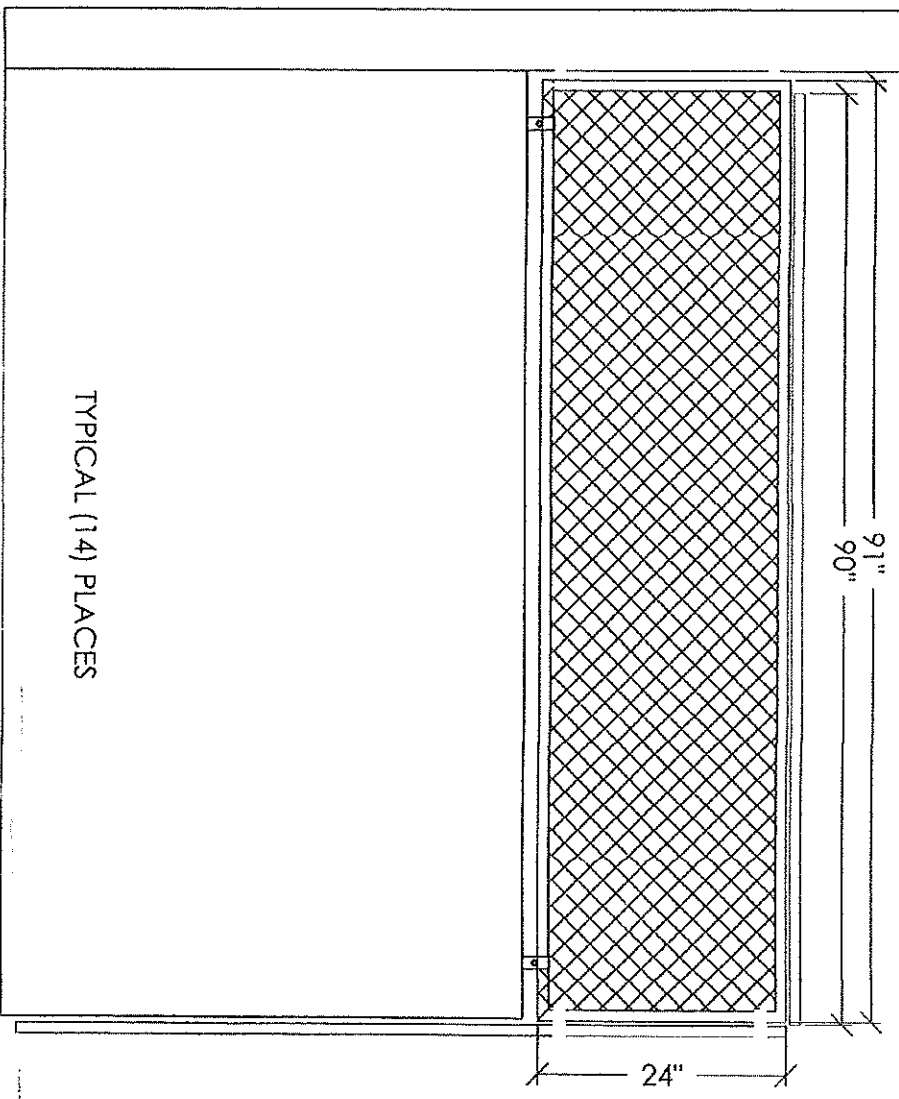
Special Quote

Signed Drawings Required To
Process Order

(Signature)

(Date)

Field Measurements Required



www.midmark.com
design@midmark.com
Phone: 1-800-MIDMARK

Project: Gloucester County

Project #: A242402

Rev: 2

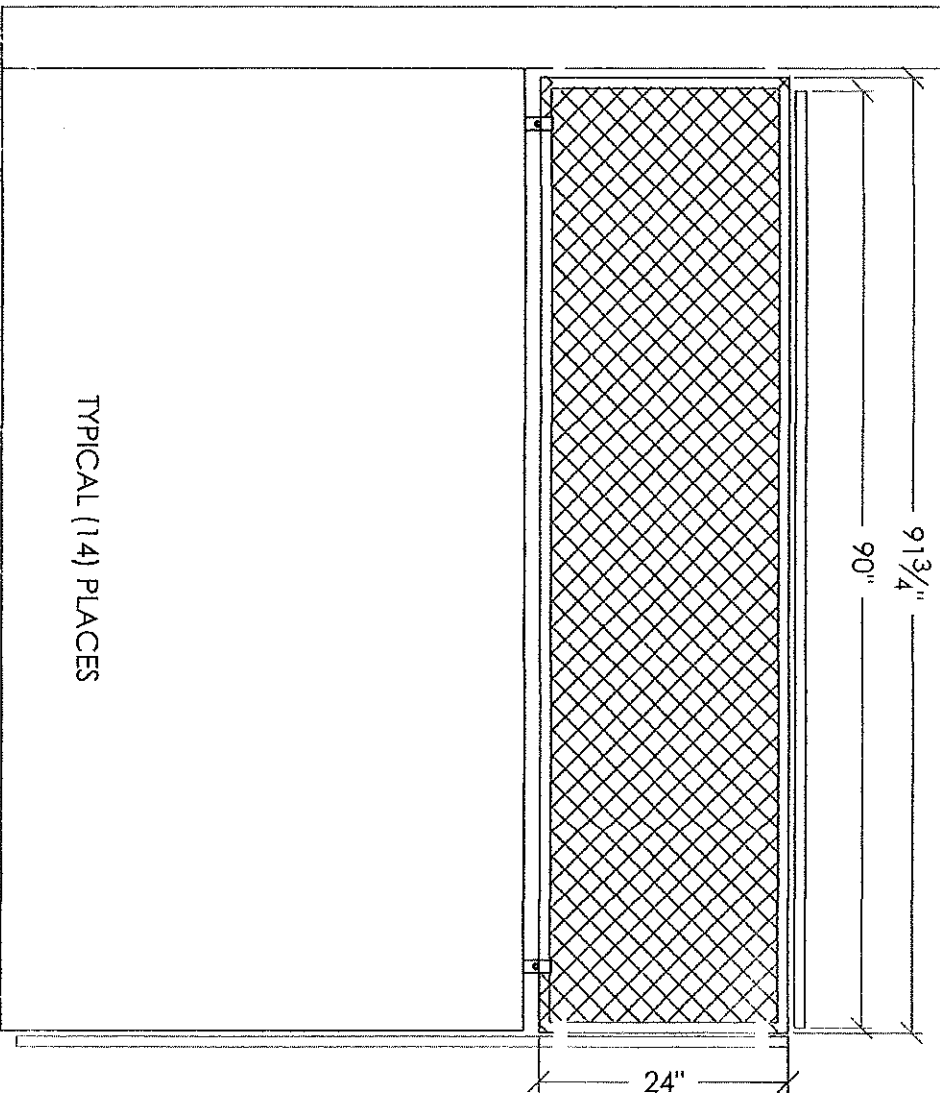
Signed Drawings Required To
Process Order

Special Quote

(Signature)

(Date)

Field Measurements Required



TYPICAL (14) PLACES

www.midmark.com
design@midmark.com
Phone: 1-800-MIDMARK

Project: Gloucester County

Project #: A242402

Rev: 2

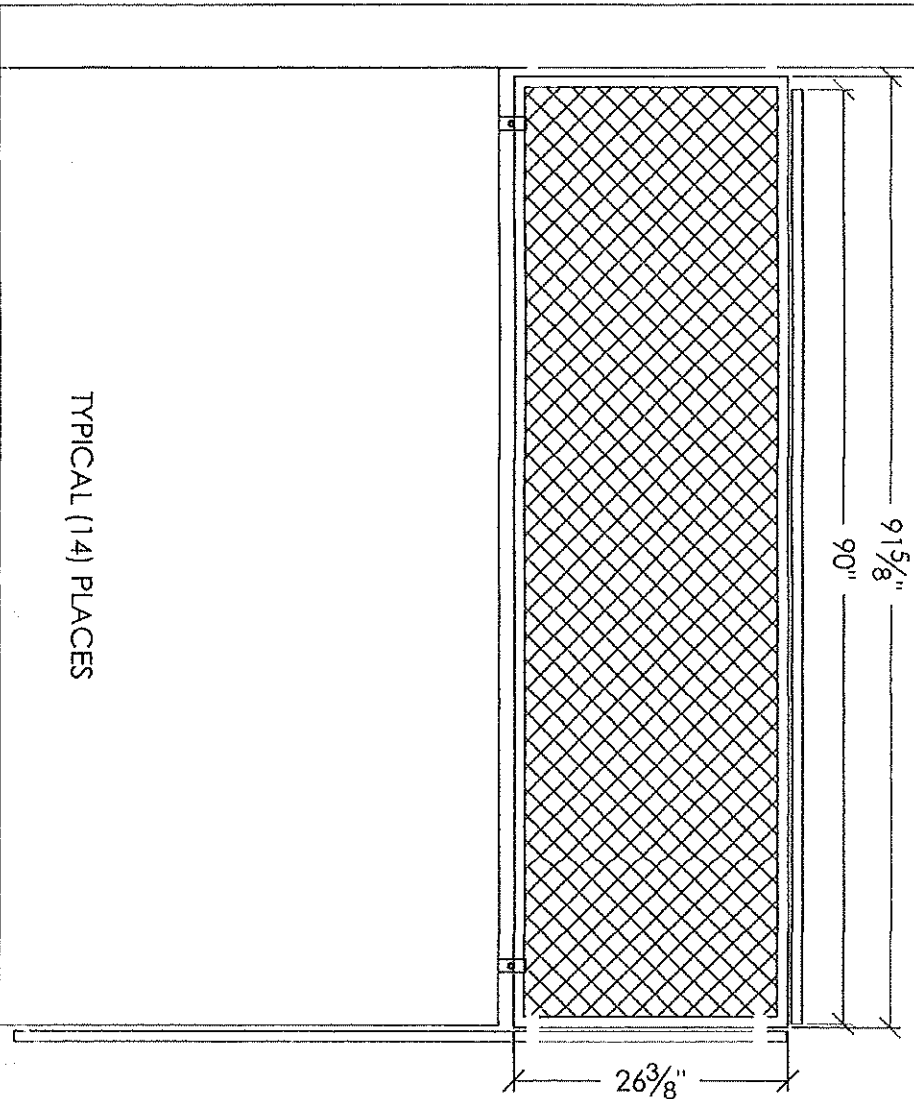
Signed Drawings Required To
Process Order

Special Quote

(Signature)

(Date)

Field Measurements Required



TYPICAL (14) PLACES

www.midmark.com
design@midmark.com
Phone: 1-800-MIDMARK

Project: Gloucester County

Project #: A242402

Rev: 2

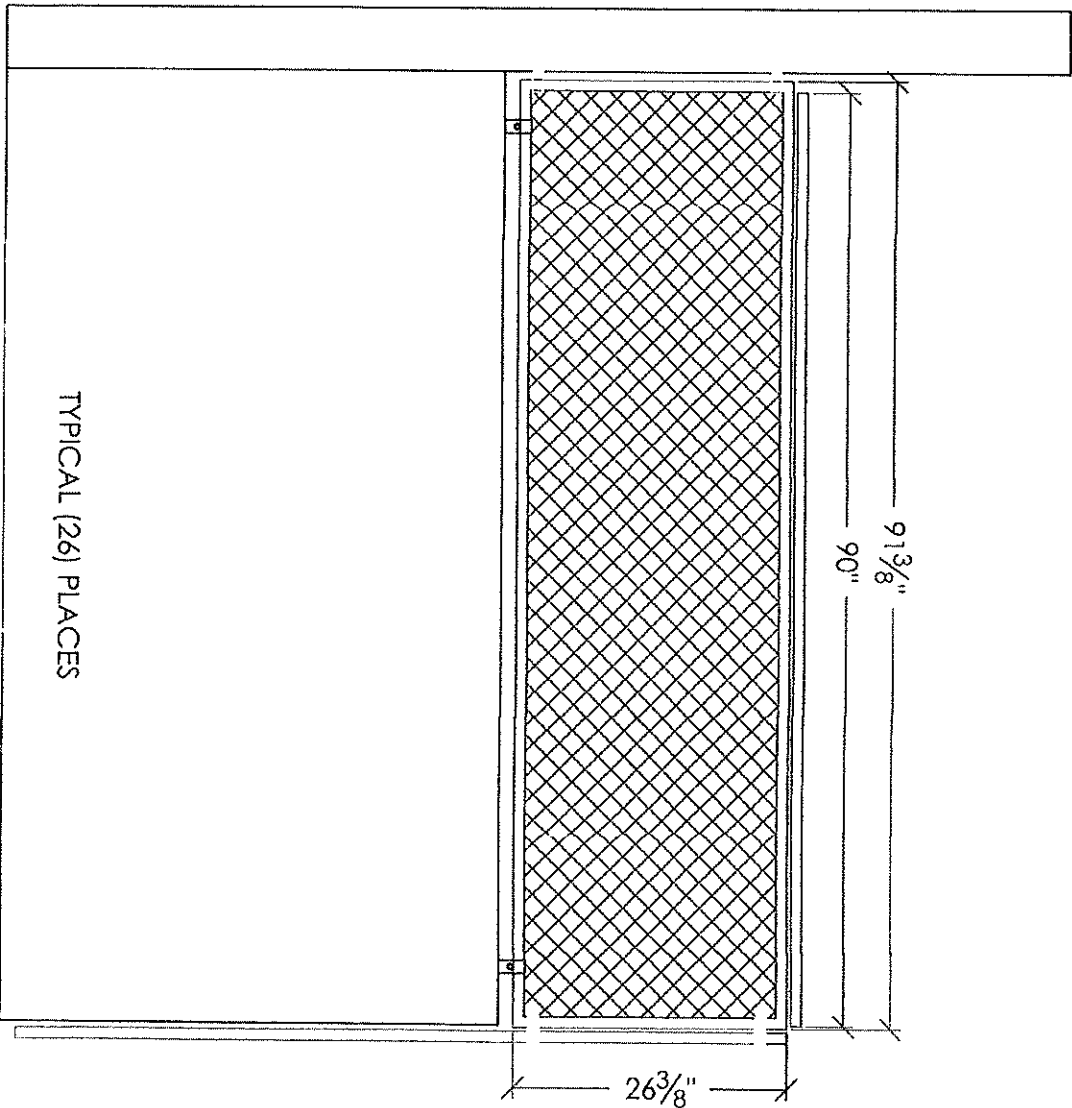
Signed Drawings Required To
Process Order

Special Quote

(Signature)

(Date)

Field Measurements Required



www.midmark.com
design@midmark.com
Phone: 1-800-MIDMARK

Project: Gloucester County

Project #: A242402

Rev: 2

Signed Drawings Required To
Process Order

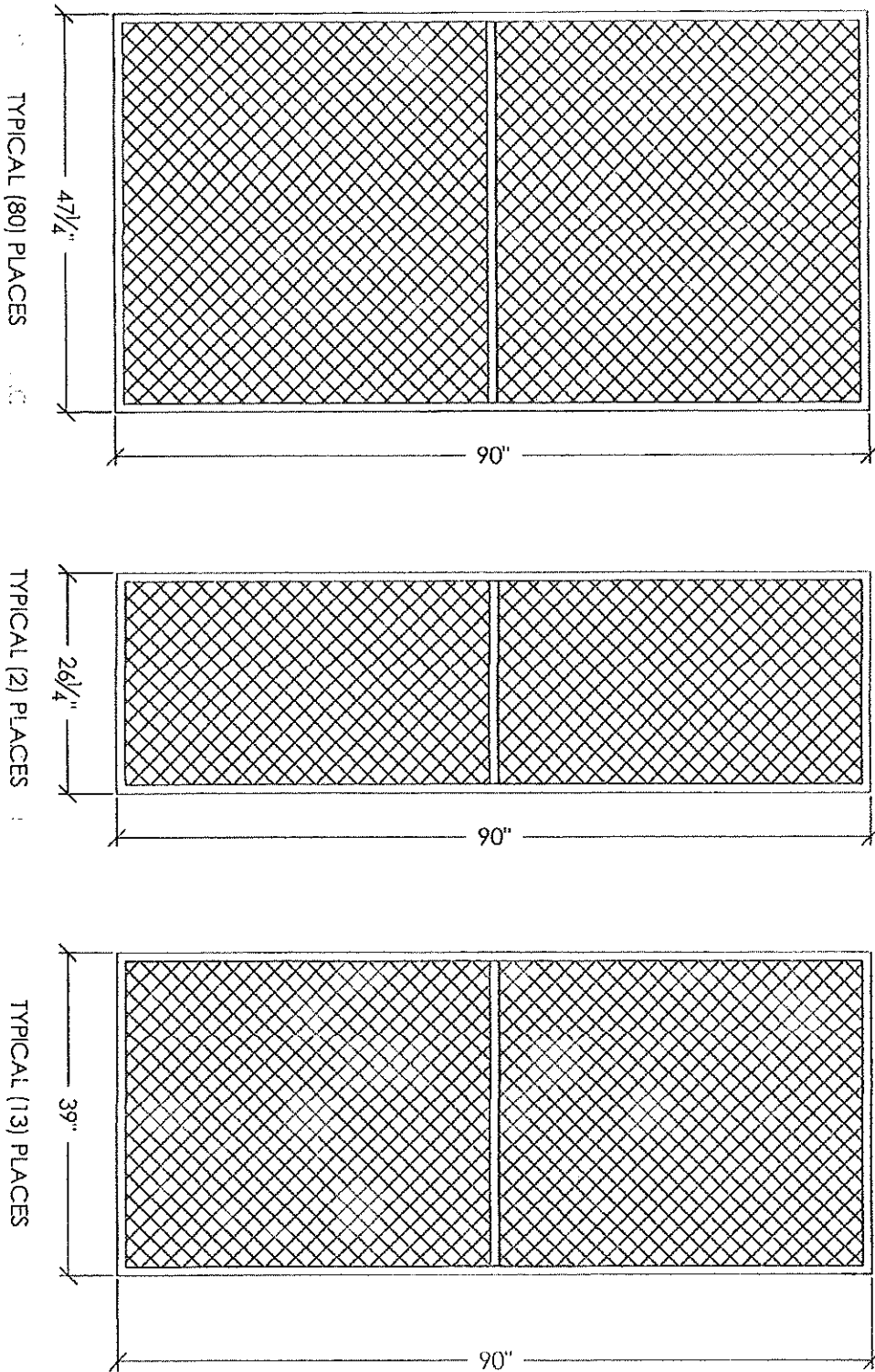
Special Quote

(Signature)

(Date)

Field Measurements Required

TOP COVER DETAIL



Midmark Statement of Work Offload, Setup, Installation & Project Management

www.midmark.com
design@midmark.com
Phone: 1-800-MIDMARK

Midmark Deliverables

- * Project Management for offload, setup & installation of cabinetry, containment products & equipment.
- * A single Midmark point-of-contact for on-site project management.
- * Final field measurements for all cabinetry, containment & equipment after receipt of purchase order.
- * Midmark trained team for offload, setup & installation of all Midmark equipment. Anesthesia equipment will be unboxed & assembled, but will NOT be commissioned by Midmark (when applicable).
- * A nominal 2 - 14 consecutive business day(s) of on-site installation time is estimated. Timeframe may vary or be longer depending on size of project.
- * 1 to 4 full day(s) of dock / parking access from 7:00 am - 4:00 pm is required for the delivery. Timeframe may be longer depending on size of project.
- * Estimated offload & installation timeframe to be provided upon acceptance of purchase order.
- * Trash removal of cabinetry & equipment packaging.
- * Trash removal of containment skids & packaging to customer-provided dumpster.
- * A "broom sweep" cleaning of the installation areas upon completion of work.
- * Final walk-through with customer.
- * Timely resolution of all punch list items identified on the final walk-through.
- * Standard working hours (Monday-Friday) are included in this quotation. Any required after hours (5:00 pm - 8:00 am) & weekend/holiday work will result in additional charges.
- * Union labor and/or Prevailing Wage is NOT included in this quotation.
- * No electrical, plumbing, carpentry, painting or flooring work is included.
- * No demolition or removal of existing equipment is included.
- * Installation of procedure high structural support is NOT included.

Customer Responsibilities

- * Approval of this statement of work at least 60 days in advance of anticipated start of containment offload & installation.
- * Support Midmark's Field Project Manager on a site visit prior to scheduling of product offload to confirm site readiness & final field measurements. All animals must be removed to facilitate access for field measurements.
- * Notification of radiant heating in floors & guidance on how to attach to floor.
- * Provide a date commitment for the offload & installation thirty (30) business days in advance of scheduled date.
- * Provide a minimum of fifteen (15) business days advance notice on any schedule change. The following additional charges may apply to schedule changes: (a) Schedule delay [\$6,500]. (b) Delay after crew has been dispatched [\$2,650 per crew member]. (c) Storage fees [\$700 per truck load per week].
- * Ensure adequate parking is available for offload & unloading of a 53' trailer in close proximity to the installation areas.
- * Provide a clear area for installation - a "broom sweep" area clear of all building materials & equipment.
- * Complete all construction of the installation areas prior to the scheduled delivery date. The completed construction includes electrical, plumbing, painting, wiring, HVAC, flooring, & ceiling work.
- * Installation of in-wall structural support for folding exam tables, cabinetry, wall-mounted equipment & containment.
- * Installation of structural and lateral support for ceiling-mounted procedure lights (when applicable).
- * Commissioning of anesthesia equipment. Midmark does not set up anesthesia equipment to be "service-ready" (when applicable).
- * Provide adequate lighting, electrical service, HVAC & usable water outlets to facilitate installation.
- * Provide a staging area that will accommodate indoor storage of all products near the installation areas on the day of delivery. Required use of a remote storage area may result in additional charges.
- * Provide a dumpster for disposal of all containment skids, packaging materials & minor trash disposal for cabinetry and equipment.
- * Ensure timely completion of any changes to electrical, plumbing, painting, wiring, HVAC, flooring or ceiling work that is required to accommodate proper installation of containment products.
- * Inform Midmark of any local laws or ordinances that require additional permitting or licensing. Agree to pay additional charges incurred by Midmark as a result of any of these customer responsibilities not being met.

