

Purchasing

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ADMINISTRATION

**CONTRACT BETWEEN
CROSS KEYS ANIMAL HOSPITAL
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of **April, 2011**; by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Cross Keys Animal Hospital**, of 2071 Black Horse Pike, Williamstown, NJ 08094, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for spaying and neutering services and other services related to the sterilization of the animals in compliance with the Gloucester County Animal Shelter's Spay/Neuter Program; and

WHEREAS, there exists a need for the County of Gloucester to contract for emergency veterinary services during normal business hours in compliance with the County's Animal Control Program; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the Contractor 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 the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing April 1, 2011 and concluding March 31, 2012.
2. **COMPENSATION**. Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$30,000.00; pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

Contractor shall be paid in accordance with this Contract document upon receipt 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 Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP-11-030, Vendor's Responsive Proposal, which are incorporated in their entirety and made a part of this Contract, and "Program Specifications" which is incorporated and made part of this contract as Attachments A and B, together with any other specifications issued by the County in connection with this contract.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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. 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 non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and

supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, 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 decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are

necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor 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, Contractor 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.

Contractor 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 Contractor or its agents.

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor 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 Contractor'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.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor 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 Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. 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. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, 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.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor 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 companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor 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. Contractor 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.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **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.

16. **CHANGES.** This Contract may be modified by approved 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.

17. **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.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor 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.

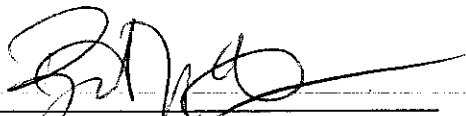
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-11-030 issued by the County of Gloucester and the Vendor's responsive proposal. Should there occur a conflict between this form of Contract and RFP-11-030, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP-11-030, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 22 day of June, 2011.

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 Contractor 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:



ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER

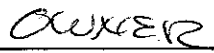


ROBERT M. DAMMINGER, DIRECTOR

ATTEST:



CROSS KEYS ANIMAL HOSPITAL



By:
Title:

ATTACHMENT A

GUIDELINES FOR THE GLOUCESTER COUNTY ANIMAL SHELTER SPAY / NEUTER PROGRAM

- A. An official representative of the Gloucester County Animal Shelter will drop off all animals; this includes employees and/or foster family members.
- B. All animals will be altered and/or vaccinated for rabies in accordance to the specifications that are faxed from the shelter the day before. These specifications will include the name, sex, age, physical description, and any comments of each animal presented at the veterinary office.
- C. All procedures that fall outside the scope of a customary neuter i.e. cryptorchid, hermaphrodite, umbilical hernia, and/or pregnant spay services must be approved by the kennel supervisor before performing.
- D. Veterinarian will be responsible for the insertion of a microchip while the animal is under anesthesia. All chips and documentation will be supplied by the Animal Shelter and will accompany each animal delivered for surgery.
- E. Bills for surgeries will be faxed to the shelter once they have been performed. All bills must contain a description of the services rendered such as feline spay, rabies, etc. as well as proper identification (name and card number) of the animal(s) that was seen. *In the event the animal is adopted prior to surgery, the adoptive family's name, address, and phone must appear on the invoice along with the animal's information. The shelter's adoption office personnel will supply this information to the veterinary practice so it can be noted on the invoice(s).*
- F. Compensation will be made on a monthly basis provided that proper invoices for services are received.
- G. The rates are as follows:
 - Female Canine Alter: \$ 88.00
 - Male Canine Alter: \$ 88.00
 - Female Feline Alter: \$ 56.00
 - Male Feline Alter: \$ 56.00
 - Rabies vaccination: \$ 12.00
 - 1st Office Exam \$ 25.00***

** Only in the event that the animal is already adopted, this fee is to be charged, by your practice, to the new adoptive family at the time of examination. This exam includes meeting with the client for a scheduled appointment i.e. an exit appointment the day of surgery.*

ATTACHMENT B

DAYTIME EMERGENCY VETERINARY SERVICES

A. Veterinarian shall be responsible for the provision of emergency veterinary medical care, as defined hereunder, for impounded animals delivered to the Veterinarian which are sick or injured.

B. The Veterinarian shall be available to and accessible by the Gloucester County Animal Shelter as follows:

8:00 am to 8:00 pm Monday through Friday,
Saturdays and/or Sundays during office hours

Utilization of other veterinary service during these hours shall be at the discretion of the Animal Control Officers or Shelter Director based upon availability and/or location of special circumstances. When practical, the County will notify the Veterinarian by telephone of intent to deliver an animal for care.

C. Emergency Medical Veterinary Care shall mean and be limited to that care which is necessary as first aid measure to minimize pain and suffering and stabilize the condition of the animal.

D. Stabilization Protocol:

1D. Animals with identification:

Provide pain relief and first aid. Treat for shock and infection.

Postpone diagnostic work-up and x-ray until owner is contacted and authorized further care.

2D. Animals without identification:

Provide pain relief and first aid. If animal has any life threatening problems, consider euthanasia.

X-ray or extensive care MUST be preapproved by the Shelter Director.

E. Euthanasia of injured animals shall essentially be a veterinary decision and shall be made by the attending veterinarian. The Veterinarian may consult with the Shelter Director or Animal Control Officer as to the probability of an owner being identified. The ultimate decision, however, as to the best course of action with respect to the humane treatment of the animal shall rest with the Veterinarian. The County will be responsible for the disposal of euthanized animals.

F. When treated animal is medically fit, the County shall be notified to transport the animal to the shelter. If it is necessary to hold the animal at the veterinary hospital for continued treatment or observation, the Veterinarian shall confirm this action by notification of the Shelter Director at the earliest moment.

- G. The Veterinarian shall be reimbursed by the County at a maximum rate of \$65.00 for each animal treated.

- H. In the event that the owner of an animal receiving veterinary care is subsequently identified, the Veterinarian shall request payment by the owner of all costs associated with the animal's treatment. The Veterinarian shall credit the County for any costs charged to the County and subsequently paid by the owner of the animal. If normal and customary billing procedures do not result in payment in full to the Veterinarian in an amount not to exceed costs incurred prior to the owner being found and authorizing care to the animal, i.e. humane and stabilizing treatment, invoices for such payment shall document the billing effort.

- I. The contracting Veterinarian shall maintain an on-going system of accounting for services rendered and shall submit to the Gloucester County Animal Shelter (no later than the 1st day of the following month) an itemized statement of all charges and/or credits for fees paid by owner, with individual invoices attached. Invoices MUST include: date of service, time animal was received, Name of Animal Control Officer bringing animal in, description of animal (species, breed, color, etc.), nature of illness, type of care administered, cost of each element of care, and name of owner if identified.