RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., TO SEAN J. McWILLIAMS, DVM, 5 CHERYL ANN COURT, BERLIN, NEW JERSEY 08009 FOR HUMANE CARE SERVICES AT THE TRENTON ANIMAL SHELTER IN AN AMOUNT NOT TO EXCEED $35,000.00 RFP 2017-33B

WHEREAS, the City has a need for Humane Care Services at the Trenton Animal Shelter for the City of Trenton, Department of Health and Human Services for a period of one (1) year from date of award; and

WHEREAS, a request for proposal was advertised, and one (1) proposal was received on October 5, 2017 and was based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Sean J. McWilliams, DVM, 5 Cheryl Ann Court, Berlin, NJ 08009 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed $35,000.00 to be compensated @ $100.00 per hour have been certified to be available in account number 8-01- - 40-4030-290 contingent upon the adoption FY’2018 final budget.

NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Sean J. McWilliams, DVM, 5 Cheryl Ann Court, Berlin, NJ 08009 for a period of one (1) year from date of award in an amount to be compensated at $100.00 per hour in an amount not to exceed $35,000.00 for the City of Trenton, Department of Health and Human Services.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.

3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk’s Office.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on JAN 16 2018

President of Council
PROFESSIONAL SERVICES CONTRACT
RE-ADVERTISEMENT FOR RFP # 2017-33B
RESOLUTION # 18-17

THIS CONTRACT, made this 11th day of 19th JANUARY 2018 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 and SEAN J. MCWILLIAMS, DVM, 5 CHERYL ANN COURT, BERLIN, NEW JERSEY 08009 ("CONTRACTOR"

WHEREAS, the City has a need for HUMAN CARE SERVICES at the Trenton Animal Shelter for the City of Trenton, Department of Health and Human services.

WHEREAS, Contractor agrees to provide HUMAN CARE SERVICES, at the Trenton Animal Shelter for the City of Trenton, Department of Health and Human Services in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. HUMAN CARE SERVICES: The City agrees to award a contract to Sean J. McWilliams, DVM, 5 Cheryl Ann Court, Berlin, New Jersey 08009 for the City of Trenton, Department of Health and Human Services.

SCOPE OF SERVICES:

GENERAL DESCRIPTION OF POSITION
The City of Trenton is in need of a certified veterinarian to diagnose and treat diseases and dysfunctions of animals to ensure quality veterinary care for all animals received at the Trenton Animal Shelter. The services to be provided shall be in compliance with the general practice of veterinary services. Services are to be performed in accordance with customary rules of ethics and conduct of the American Medical Association and such bodies, formal, informal, governmental or otherwise, from whom veterinarians seek advice and guidance and the recommended Shelter Standards and Practices Guidelines. This position shall report to the Shelter Manager.

ESSENTIAL FUNCTIONS
• Examine incoming animals to detect and determine the nature of diseases or injuries
• Treat sick or injured animals by prescribing medication, dressing wounds, performing surgery
• Inoculate animals against various diseases indicative to the particular species/breed such as rabies, distemper and FELV/FIV
• Collect necessary bodily tissue, urine, feces and/or other bodily fluids for examination or analysis
• Advise regarding sanitary measures, feeding, and general medical care to promote the health of the animals
• Educate the owners and staff about diseases that can spread from animals to animals, and animals to humans
• Train and supervise staff and volunteers on the handling and care of animals
ESSENTIAL FUNCTIONS CONT'D

- Provide care to a wide range of animals brought into the shelter, including exotic and wild animals
- Euthanize animals and conduct yearly euthanasia training to ACO/ACI, VET Tech staff
- Establish and conduct quarantine and testing procedures that prevent the spread of diseases to other animals or to humans, and that comply with NJ State regulations
- Conduct necessary administrative duties that include the appropriate recording of medicines used by the facility, completing interim reports required by the State for all medical procedures/activities conducted at the facility.
- Work closely with the manager in the ordering of medical supplies and other equipment/resources needed to meet medical demands at the shelter.

2. DURATION OF THE CONTRACT: This contract shall remain in full force for a period of one (1) year from date of award in an amount to be compensated at $100.00 per hour and shall be awarded in an amount not to exceed $35,000.00.

3. COMPENSATION: All work performed by the Contractor according to the attached scope of services. The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

In no event during the terms of this Contract, Contractor’s billings shall hereunder exceed the amount set forth in Resolution No. #18-17 which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Public Works, Trenton Water works.

4. STATUS OF CONTRACTOR: It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

5. NOTICES: Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

6. INTEGRATION: RFP# 2017-33B and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbinding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract.

7. ENFORCEABILITY: If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

8. GOVERNING LAW: This Contract shall be governed by the laws of the State of New Jersey.
9. MISCELLANEOUS PROVISIONS:

a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. 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 age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not 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 nondiscrimination clause;

b. Contractor, 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 age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.

c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

d. Contractor, where applicable, agrees to attempt to schedule 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 the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.

e. Contractor, 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 age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are take without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the
State of New Jersey, and applicable Federal law and Federal court decisions.

g. Contractor, where applicable, shall furnish such reports or other documents 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. Contractor 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).

h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.


3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

SEAN J. MCWILLIAMS, DVM
5 CHERYL ANN COURT
BERLIN, NEW JERSEY 08809

Seal

Attest:

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

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

CITY OF TRENTON

W. REED GUSCIOIRA, ESQ.
MAYOR

DATE

DATE