

CONTRACT NO. 1868-17492
PURCHASE ORDER NO. 70000069684
Emergency Veterinary Services

for the

Department of Animal and Rabies Control

SECTION I
SPECIFICATIONS

1. Overview:

Upon execution of this Contract by Cook County Office of the Chief Procurement Officer, Cook County accepts the Vendor will provide Veterinary Services as required herein.

2. Scope of Work:

The Contractor shall vaccinate dogs, cats and ferrets for the Cook County Animal and Rabies Control's Rabies and Microchip Clinics beginning June 12, 2018 through October 3, 2018. All clinics will be held outdoors regardless of weather conditions. The Contractor must administer rabies vaccination within compliance of Federal, State and County laws.

The Contractor must provide transportation to all sites in Cook County, see attachment A. The Contractor will be responsible for vaccinating up to 300 animals within a five (5) hour period with no assistance other than the animal owner. All muzzles and restraint methods will be provided by the owner of the animals.

3. Contract Value:

\$100.00 per hour not to exceed \$22,200.00

4. Vendor Information:

Dr. Ernesto Perez
Brighton Park Animal Hospital, LLC
3779 S. Archer Avenue
Chicago, IL 60632
Telephone: 773-490-5904

SECTION II

GENERAL CONDITIONS

GC-01 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-02 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Using Agency and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-03 PAYMENT TO CONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

GC-04 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Using Agency. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-05 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-06 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

GC-06 AUDIT: EXAMINATION OF RECORDS (continued)

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

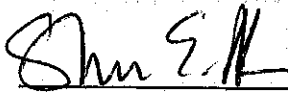
GC-07 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-08 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Office of the Chief Procurement Officer

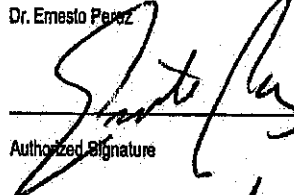


Shannon E. Andrews, Chief Procurement Officer

20 June 2018

Date

Dr. Ernesto Perez



Authorized Signature

6/15/18

Date

Printed Name:

Ernesto Perez

Title:

DVM - Veterinarian

ATTACHMENT A

Cook County Department of Animal and Rabies Control

Low Cost Micro-Chip Clinics

Events will be held from 10 a.m. to 2:45 p.m.

In order to provide individual attention and assure national registry, low cost micro-chip implantation will be available on three dates in 2018. No rabies vaccines will be given on these dates to allow our total attention to those receiving micro-chips. The cost of the micro-chip and implantation remains at the same low fee of \$10 per animal (cash or check only). We will assist you in filling out the registration for national registry for complete protection of your pet and provide mailing receptacles for the most rapid registration process. National registration is \$19.95 per animal for the life of the animal with no annual fees (checks, money orders and credit card accepted for national registry).

2018 Low – Cost Micro –Chip Clinics

Thurs. July 26
Memorial Park
612 Wentworth Ave
Calumet City, IL

Thurs. Aug. 30
Cicero Community Park
34th Court and Laramie
Cicero, IL

Thurs. Sept. 27
Highway Bldg. Garage 34
1 Illinois Blvd
Hoffman Estates, IL

Cook County Department of Animal and Rabies Control

Rabies Vaccine Clinics

Schedule for 2018

Events will be held from 10 a.m. to 2:45 p.m.

~~MAY~~

~~Tues. May 29
Southwest Ice Arena
5505 W. 127th St.
Crestwood, IL~~

~~Wed. May 30
Richton Park Municipal Center
4455 Sauk Trail
Richton Park, IL~~

~~JUNE~~

~~Tues. June 5
Jewel-Osco
4250 N. Lincoln Ave
Chicago, IL~~

~~Wed. June 6
Tuley Park
501 E. 90th Street
Chicago, IL~~

Tues. June 12
McKinley Park
2210 W. Pershing Rd.
Chicago, IL

Wed. June 13
Jack A. Claes Pavilion
1000 Wellington Ave
Elk Grove Village, IL

Tues. June 19
Harvey Police Dept.
15301 Dixie Hwy
Harvey, IL

Wed. June 20
Ivanhoe Park Fieldhouse
14401 Stewart Ave
Riverdale, IL

Tues. June 26
Marquette Park
67th and Kedzie
Chicago, IL

Wed. June 27
Our Lady of Loretto
8925 S. Kostner Ave
Hometown, IL

JULY

Tues. July 3
Jewel-Osco
9449 Skokie Blvd
Skokie, IL

Tues. July 10
Maywood Public Library
121 S. 5th Ave
Maywood, IL

Wed. July 11
Garfield Park
100 N. Central Park Ave
Chicago, IL

Tues. July 17
Brookfield Village Hall
8820 Brookfield
Brookfield, IL

Wed. July 18
Prairie Lakes Community Center
515 E. Thacker Street
Northeast Section of Parking Lot
Des Plaines, IL

Tues. July 24
Jewel-Osco
763 E. 162nd
SW corner of parking lot
South Holland, IL

Wed. July 25
Memorial Park
612 Wentworth Ave
Calumet City, IL

Tues. July 31
Guerin Prep
8001 Belmont Ave
River Grove, IL

AUGUST

Wed. Aug. 1
Institute of Puerto Rican Art & Culture
3015 W. Division Street
Chicago, IL

Tues. Aug. 7
Douglas Park
1401 S. Sacramento
Enter from Roosevelt Rd.
Chicago, IL

Wed. Aug. 8
Jackson Park Fieldhouse
6401 S. Stony Island
Chicago, IL

Tues. Aug. 14
Jewel-Osco
10203 Grand Ave
Franklin Park, IL

Wed. Aug. 15
Jewel-Osco
5516 N. Clark
Chicago, IL

Tues. Aug. 21
Morton Grove Community Center
6140 Dempster
Morton Grove, IL

Wed. Aug. 22
Pietryka Funeral Home
5735 W. Diversey Ave
Chicago, IL

Tues. Aug. 28
Piotrowski Park
4247 W. 31st Street
Chicago, IL

Wed. Aug. 29
Cicero Community Park
34th Court and Laramie
Cicero, IL

SEPTEMBER

Tues. Sept. 4
Markham Courthouse
16501 S. Kedzie
Markham, IL

Wed. Sept. 5
Animal Krackers
3309 W. 115th Street
Merrionette Park, IL

Tues. Sept. 11
VFW Hall
1629 S. Harlem
Berwyn, IL

Wed. Sept. 12
Harrison Park
1824 S. Wood
Chicago, IL

Tues. Sept. 18
Jewel-Osco
1340 Patriot Blvd
Glenview, IL

Wed. Sept. 19
Jewel-Osco
45 S. Plum Grove
Palatine, IL

Tues. Sept. 25
Jewel-Osco
1485 Palatine Rd.
Hoffman Estates, IL

Wed. Sept. 26
Highway Bldg.
1 Illinois Blvd
Hoffman Estates, IL

OCTOBER

Tues. Oct. 2
Palos Hills Community Ctr
8455 W. 103rd Street
Palos Hills, IL

Wed. Oct. 3
Bloom Township Hall
425 S. Halsted Chicago
Heights, IL