

## ROAD-KILLED DEER DISPOSAL SERVICE

### -SPECIAL PROVISIONS- -INFORMATION-

**AGENCY REPRESENTATIVE** - The Commission will designate an individual as its representative to the contractor for matters of interpretation, implementation or general discussion concerning the terms and conditions of the contract.

**DAMAGE** - The Contractor will be held liable for any and all damages to public or private property that may occur as a result of his activities under the contract.

**EMPLOYEES** - The Contractor will be required to provide to the Commission a complete list of names and addresses, or other related information, of those individuals who will be working as agents for the Contractor under the contract.

All employees will be properly supervised and instructed by the Contractor as to the specific requirements of the contract.

**INSURANCE COVERAGE** - To protect the Commonwealth and the contractor from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the contractor or by anyone directly or indirectly employed by the Contractor, the Contractor will provide acceptable proof of adequate insurance coverage for: Workman's Compensation, Automotive, Public Liability and Property Damage as a prerequisite to the consummation of the contract agreement. The minimum amounts of liability coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall name the Commonwealth as an additional insured and be occurrence rather than claims-made policies.

**CARCASS IDENTIFICATION** - All deer from within the designated Disease Management Area (DMA) must be securely tagged with the date and specific location at which the deer was recovered or collected. All tags will be supplied by the Commission (sample attached). All information requested on the tag must be completed. Location must include county and township and some combination of geographic coordinates (preferred), 911 address, state highway number and segment number and offset, other road number or name and nearest intersection or identifying landmark.

All deer heads and neck from within the DMA will be delivered to State Game Lands (SGL) 046 Middle Creek headquarters, located at 132 Sunnyside Rd., Newmanstown 17073 sampling site as follows:

The contractor will remove the head from each deer, ensuring approximately 4 inches of neck below the head remains attached.

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The contractor will place deer heads and neck in a separate designated cooler receptacle storage container, supplied by the Commission, at the SGL 046 Middle Creek headquarters and located at 132 Sunnyside Rd., Newmanstown 17073.

The contractor will deposit deer carcasses, less the aforementioned deer head and neck, at a sanitary landfill, which are acceptable to the PA Department of Environmental Protection and the PA Game Commission.

### - SPECIFICATIONS AND REQUIREMENTS -

The following information covers details concerning the proposed per-deer bid for disposal services for road-killed deer (RKD) to be performed within portions of Lancaster County, Pennsylvania. One contract will be awarded for this entire area.

### - EXPIRATION OF CONTRACT -

The Contract will commence at midnight May 30, 2023, and expire at midnight, June 30, 2024, with an option to renew for additional years by mutual agreement of both parties (see below). The Pennsylvania Game Commission reserves the right to cancel the contract at any time during the life of the contract. In the event cancellation becomes necessary, the Contractor will be given written notification thirty (30) calendar days prior to the effective date of the contract termination.

### - ASSIGNMENT-

This agreement shall not be assigned in whole or in part.

### - INDEMNIFICATION -

The contractor shall at all times hereafter indemnify and hold harmless the Commission from and against all and any detriment, damage, loss, claims, demands, suits, costs and expenses not herein provided for which the Commission may suffer, sustain or be subjected to, directly or indirectly by reason of this contract, or the negligent acts or omissions of the contractor, his employees or agents.

**SERVICES** - To provide for the removal and transportation of White-tailed Deer, or major parts thereof, which are dead and clearly visible; on, along, or within fifty (50) feet from the edge of any roadways, to include federal and state highways, and township roads “which is [are] publicly maintained and open to the use of the public for vehicular travel” within portions of Lancaster County, Pennsylvania; or to process those collected by and through the PA Turnpike Commission, as defined in the following section.

**Please see attached map and description for the DMA 4 area.**

All road-killed deer and parts thereof excluding the head and attached neck from within the DMA

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will be transported to a sanitary landfill facility, which are acceptable to the PA Department of Environmental Protection and the PA Game Commission. The head and attached neck shall be deposited in a separate designated cooler receptacle at SGL 046, Middle Creek headquarters, located at 132 Sunnyside Rd., Newmanstown 17073. It will be the responsibility of the PA Turnpike Commission to pick up and transport any deer killed on the PA Turnpike within the boundaries of DMA #4 and place them at the Turnpike-designated location for the contractor to process. The contractor will then be responsible to sever the deer heads and place them in a separate designated cooler receptacle at SGL 046 Middle Creek headquarters, located at 132 Sunnyside Rd., Newmanstown 17073 and deposit the deer carcass at a sanitary landfill, which are acceptable to the PA Department of Environmental Protection and the PA Game Commission. The contractor may not take any action when a deer has been struck and is not yet dead. Once a police officer or Game Commission officer has dispatched the animal, the contractor may then remove the carcass.

**NOTIFICATION** - The contractor shall provide a form of answering service, approved by the Commission, to accept messages regarding the location of RKDs (road-killed deer). This answering service shall be available for use by the Central Dispatch Region radio room seven days a week in Harrisburg. The dispatchers in the radio room will fax/email information regarding deer carcass locations as they are received. **The contractor will be expected to remove deer within a reasonable period of time, but in any event no later than 36 hours after notification.** Sending of the fax/emails fulfills the Commission's notification obligations.

**CARCASS TRANSPORTATION** – All deer within the DMA (except those deer killed on the PA Turnpike) will be collected, tagged, and transported by the Contractor per preceding instruction to the designated sanitary landfill facility and the head and neck delivered to the aforementioned Commission facilities located at SGL 046 Middle Creek Headquarters. Deer heads will be placed by the Contractor in storage containers as instructed and provided by the Commission.

**CARCASS DISPOSAL** - The contractor will provide the Commission with satisfactory proof of the contractor's ability to lawfully dispose of deer carcasses. Disposal sites may include sanitary landfills, which are acceptable to the PA Department of Environmental Protection and the PA Game Commission.

**EQUIPMENT** - The contractor is responsible for supplying all necessary equipment needed to fulfill the contract, except for items specifically stated previously as being supplied by the Commission. Contractor-provided equipment will include a vehicle (such as a pickup truck or SUV with trailer or racks capable of holding several deer carcasses simultaneously), GPS unit that will report coordinates, a device for quickly and cleanly severing necks of deer (for example chainsaw, large branch loppers, reciprocating saw, etc.).

**SAFETY EQUIPMENT** - The contractor shall be held responsible for the safety of the general public and his/her employees while acting under the authority of this contract. Such items as flashers, rotating yellow lights, reflective clothing and other safety equipment shall be used by the contractor to protect the general public and employees.

**REPORTING** - The contractor shall report, on forms supplied by the Commission, the date, number, sex and specific location of pick up on a weekly basis.

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**REQUIRED MEETINGS** – The contractor is required to attend an initial meeting after the contract is awarded and then two additional meetings with PGC staff at the Southeast Regional Office in Reading per fiscal year to review work being performed and to discuss contract issues.

**DISPUTES** - Any question or situation regarding any of the items discussed or enumerated within this contract that may become questionable based upon matters of intent or interpretation will be resolved in the following manner:

1. **Questions of law -**

Nothing contained in this contract will be construed so as to supersede the Game & Wildlife Code.

2. **Questions of action or intent -**

All discussion or interpretation regarding any question or circumstance(s) not specifically covered by application of the Game & Wildlife Code; or any other existing applicable Codified Code(s); or within the language of this Contract will be decided by the proper authorities of the Pennsylvania Game Commission and all such decisions following due discussion(s), will be considered final.

### - PAYMENT -

**INVOICES** - Invoices for deer removed and transported to the designated facility and landfills, or those PA Turnpike deer handled by the contractor, shall be submitted to the Commission for payment on a monthly basis. No invoice will be considered for payment until the Commission receives the aforementioned weekly reports.

The contractor will be paid only for services performed. **When the contractor attempts to pickup a RKD, and it is gone upon arrival, the contractor will be paid at the rate of 25% of the bid price.** Such deer will be listed on the weekly report as GOA (Gone On Arrival), or in the case of PA Turnpike deer, those processed shall be listed on the report as PAT (PA Turnpike).