

ROAD-KILLED DEER DISPOSAL SERVICE

Northcentral Region DMA 3

-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.

All Contractors that are currently or previously under investigation by the PGC or other law enforcement agencies will be excluded from entering a bid for this project.

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, name of individual collecting the deer and specific location at which the deer was recovered or collected. All information requested on the tag must be completed legibly in permanent ink or pencil such that the writing is not worn or washed off. The contractor will submit an official spreadsheet (supplied) listing all deer collected along with copies of the associated landfill receipts with every invoice. These should be mailed or faxed to: PA Game Commission, 1566 South Rt 44 Hwy PO Box 5038, Jersey Shore, PA 17740. Fax # 570-398-1632. Location MUST include county, township (or Municipality), and combination of geographic coordinates provided in decimal degrees (reported by most dashboard GPS Units). On state routes, location should include nearest mile marker and/or segment number. For deer collected from state routes without mile markers or from local or township routes and surface streets, location will include 911 address (reported by most dashboard GPS units). All tags will

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be supplied by the 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 Clearfield and Elk counties, Pennsylvania. One contract will be awarded for this entire area.

- EXPIRATION OF CONTRACT -

The Contract will commence at midnight December 1, 2023 and expire at midnight, May 31, 2024, with an option to renew annually for an additional 4 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 Clearfield and Elk counties, Pennsylvania as defined in the attached map and list of townships and municipalities.

All road-killed deer heads within the contracted area will be transported to a designated facility on State Game Lands #087, located at 1201 McGees Mills Road, Mahaffey, Bell Township, Clearfield County, or to a facility currently being constructed on State Game Lands #331, located at 1504 N Continental Dr, Rockton, Huston Township, Clearfield County that is anticipated to be complete by December 2024. The Game Commission may also provide additional drop-off locations as needed.

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The contractor will remove the head from each deer, ensuring approximately 4 inches of neck below the head remains attached. The contractor will place deer heads in a storage cooler supplied by the Commission at the specified location.

The contractor will then be responsible to place the remaining deer carcass into a Pennsylvania Department of Environmental Protection approved landfill or approved refuse transfer station located within or as close as possible to the Disease Management Area. 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 maintain a dedicated answering service in the form of a computer email account capable of receiving and viewing attachments in jpeg, pdf, or word-processing format to accept notification regarding the location of RKD. This answering service shall be available for use by the Game Commission Central Dispatch seven (7) days per week. PGC staff will send via email attachment daily or as necessary, a list of RKD to be removed and their locations. **The contractor will be expected to remove deer within a reasonable period of time, but in any event no later than 24 hours after notification.** Leaving an electronic message fulfills the Commission's notification obligations to the contractor.

The contractor will also send an email to mternent@pa.gov within 24 hours to notify the PGC of the number of heads dropped off and the location.

CARCASS TRANSPORTATION – All deer within the contracted area will be collected, tagged, and transported by the Contractor per preceding instruction to the aforementioned Commission facility. At the facility, deer heads will be placed by the Contractor in storage containers as instructed and provided by the Commission. Deer carcasses will be transported by the contractor to an approved landfill for disposal.

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 in decimal degrees, a device for quickly and cleanly severing necks of deer (for example chainsaw, large branch loppers, reciprocating saw, etc.). The Contractor will use a lined trailer or truck bed and take appropriate steps to prevent liquid or parts spills during carcass transportation. The contractor will deliver and deposit deer carcasses, less the aforementioned deer heads, in/at a Pennsylvania Department of Environmental Protection approved landfill or approved refuse transfer station located within or close to the Disease Management Area.

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 monthly basis.

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REQUIRED MEETINGS – The contractor is required to attend an initial meeting within two weeks of when the contract is awarded with PGC staff at the head-deposit site.

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, 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 reports.

The contractor will be paid only for services performed. **When the contractor attempts to pick up 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).