

EXHIBIT B

SPECIAL CONTRACT TERMS AND CONDITIONS

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ITQ #3520T01, “Road-Killed Deer Removal and Disposal”

- A. **Term of the Contract:** The term of the Contract shall commence on the effective date of the Notice-to-Proceed and shall end on September 30, 2031 subject to other provisions of the Contract. A contractor shall not perform any work until a Contract has been fully executed, and a Request for Quote (RFQ) has been issued and awarded through a fully executed Purchase Order to the contractor by PennDOT.

This Contract, when accepted by PennDOT, shall constitute a Contract that is binding on the contractor, his/her executors, administrators, successors, and/or assignees.

Although the term of this Contract extends to September 30, 2031, issuance of a Purchase Order for a shorter period of time does not mean that a contractor is entitled to work above and beyond the effective dates of any Purchase Order which is issued under a RFQ.

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

- B. **Changes Affecting the Status of the Contract:** It is the responsibility of the contractor to notify the Contracting Officer in writing of any changes that affect the status of the Contract including, but not limited to:
- Change in vehicle or operator status (e.g., insurance, registration, operator driver's license and/or contractor availability);
 - Equipment unavailability or breakdown;
 - Selection of different disposal facility or issues at facility; and,
 - Any issue which may negatively affect the performance of the service.

Refer to Exhibit A, “Standard Contract Terms and Conditions, 1.27 CONTRACT-021.1 Default and 1.30 CONTRACT-024.1 Contract Controversies for additional requirements.

- C. **Existing Contracts:** All existing contracts for this service may continue until the end of their current term, in accordance with the terms and conditions of the existing Contract.
- D. **Procurement of Alternate Services:** PennDOT reserves the right to procure services under this Contract through another source, where PennDOT concludes that it is in the Commonwealth's best interest to do so. PennDOT reserves the right to conduct work with its own workforce.
- E. **Prime Contractor Responsibilities:** Each contractor who is successfully qualified shall be considered a prime contractor with respect to PennDOT's Road-Killed Deer Removal and Disposal services Contract. Each Selected Contractor shall be required to assume responsibility for delivery of all services specified. Further, PennDOT shall consider the selected Contractor to be sole point of contact with regard to contractual matters, including payment of any and all charges.

- F. Insurance:** Prior to commencement of work under a Purchase Order and at each insurance renewal date during the term of the Contract, the Selected Contractor will provide the Purchasing Office Contact Person with copy of their valid Certificate of Liability Insurance which shall list the Commonwealth of Pennsylvania as an additional insured and shall contain a provision that the coverages afforded under the policies shall not be cancelled or changed until at least thirty (30) days' written notice has been given to PennDOT, except for fifteen (15) days' written notice for nonpayment of premium."

PennDOT shall be under no obligation to obtain such certificates from the contractor. Failure by PennDOT to obtain the certificates shall not be deemed a waiver of the contractor's obligation to obtain and furnish certificates. PennDOT shall have the right to inspect the original insurance policies.

The contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to PennDOT and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- a. **Public Liability and Property Damage Insurance** to protect the Commonwealth, the contractor, and any and all subcontractors 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, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of 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 be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.
- b. **State Minimum Auto Insurance** for all vehicles intended for use in this Contract.
- c. **Worker's Compensation Insurance** for all of CONTRACTOR's employees and those of any subcontractor, engaged in work at the site of the project in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.

- G. Permits, Fees and Notices:** The contractor shall obtain and pay for all permits, licenses, and certifications required by law for proper execution and completion of its work. The contractor shall furnish proof of payment for permits, licenses or certificates, or proof that no permits, licenses or certificates are required. This proof must be furnished prior to starting work.

The contractor shall give all notices and comply with all applicable laws, ordinances, regulations, rules and orders of any public authority bearing on the performance of the work. If the contractor observes that any of the Contract documents are at variance therewith in

any respect, it shall promptly notify the Issuing Office, in writing. Any necessary modifications shall be made by the Issuing Office.

If the contractor performs any work knowing it to be contrary to such applicable laws, ordinances regulations, rule of orders, and without such written notice to the Issuing Office, it assumes full responsibility therefore and shall bear all cost attributable thereto.

- H. Contractor Performance:** During the Contract period, contractors who perform poor or unsafe work, do not provide services on time, or engage in other unacceptable conduct (i.e. violation of Contract terms and conditions), may be entered into the Commonwealth's Contractor Responsibility Program (CRP), and may be removed from the list of Qualified Contractors and be restricted from performing Road-Killed Deer Removal and Disposal services. Furthermore, entry into the CRP may affect the contractor's ability to obtain future contracts with all Commonwealth agencies.
- I. Order of Precedence:** If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order or precedence shall be:

 - a. The Contract, subject to its internal order of precedence as follows: (1) Exhibit B, "Special Contract Terms and Conditions"; (2) Exhibit A, "Standard Contract Terms and Conditions"; and (3) all other documents referenced in this ITQ.
 - b. Purchase Order and any attachments thereto, including: (1) the Contractor's quote as accepted by the Commonwealth; and (2) the RFQ.
- J. Protests:** Any protest arising from the award or non-award of a Contract by PennDOT as a result of this ITQ (or subsequently issued RFQ) must be filed in writing with the Secretary of the Department of Transportation and follow the procedures set forth in Section 1711.1 of the Procurement Code, 62 Pa.C.S. § 1711.1.
- K. News Releases:** Contractors shall not issue news releases, internet postings, advertisements or any other public communications pertaining to this Project without written approval of the Issuing Office, and then only in coordination with the Issuing Office.
- L. Ride-Along Procedure:** All requests to accompany drivers performing Road-Killed Deer Removal and Disposal services must be sent to the Contracting Officer for review and to obtain the proper PennDOT approvals prior to allowing access to vehicles and staff.
- M. Small Business Reserve Program:** Under this ITQ the Department reserves the right to conduct a Small Business Reserve within a given county that has a minimum of three vendors that are registered as DGS Small Businesses at the time that the Request for Quote (RFQ) is issued. If this option is available for the county to pursue, only those bidders certified as DGS Small Businesses through the Small Business Contracting Program may submit a bid for these services.

Pursuant to [Executive Order 2011-09](#), the purpose of the Department of General Services' (DGS) Small Business Reserve (SBR) program, formally known as the Small Business Procurement Initiative (SBPI), is to direct DGS to develop and implement policy initiatives to increase opportunities for small businesses to compete for award of Commonwealth contracts as prime contractors. While the SBR program aims to foster competitive

procurement, it does not guarantee every properly certified Small Business will receive a contract.

- N. Lost Profits:** In the event of termination of a Purchase Order or Contract, the contractor shall not be entitled to lost profits or any payments beyond the payments due for work satisfactorily completed. This prohibition shall apply to instances of termination for cause, non-appropriation, or convenience.
- O. Notice:** Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:
- a. If to the contractor – the contractor’s address as recorded in the Commonwealth’s Supplier Registration system.
 - b. If to PennDOT – the address for the Issuing Office as set forth on this ITQ in the Calendar of Events.
- P. Agility Agreements:** Notwithstanding any other right or obligation under this contract, the Department expressly reserves the right to obtain these services pursuant to separate contracts, known as Agility Agreements, that it has entered into or may enter into with political subdivisions, public authorities, other government agencies or other entities, institutions, or organizations under the authority of Chapter 19 of the Procurement Code (Act 1998-57, 62 Pa. C.S. Section 101 et seq.) for the exchange of supplies, services, facilities, personnel or such other items as may be procured through intergovernmental contracting pursuant Chapter 19.”
- Q. Cooperative Purchasing:** In accordance with Chapter 19 of the Procurement Code (62 Pa. C.S. § 1901 *et seq.*), a local public procurement unit or State-affiliated entity may utilize this Contract as a means of procuring the services described herein through the issuance of a Request for Quotes. A “local public procurement unit” is defined in the Procurement Code (62 Pa. C.S. § 1901) and includes but is not limited to governmental entities, such as political subdivisions and State-related entities.
- Please note that Requests for Quotes conducted by or for a local public procurement unit or State-affiliated entity will reference this Contract (and the authority under this section to conduct a cooperative purchase) but shall result in a contract between the public procurement unit and the selected Contractor. PennDOT will not be a party to that agreement.
- i. require the rejection of the quote for failure to include such information.
- R. Rejection of Quotes:** PennDOT reserves the right to reject any and all quotes and reissue the solicitation; to waive technical defects or any informality in quotes; and, to accept or reject any part of any quotes if the best interests of PennDOT are thereby served.

S. Quote Modification and Withdrawal:

- i. **Prior to Quote Opening.** Quotes may be modified or withdrawn by written notice, or in person, by a Bidder or the bidder's representative if the requestor's identity is made known and a receipt for the quote is signed.
- ii. **After Quote Opening.** A bidder is entitled to withdraw an erroneous quote after quote opening provided:
 1. The bidder requests relief.
 2. The bidder presents credible evidence with the request that the reason for the lower quote price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the quote.
 3. The request for relief and supporting evidence must be received by the Purchasing Office Contract Person within three business days after quote opening, but before award of the contract.
 4. The Purchasing Office Contact Person shall not permit a quote withdrawal if the quote withdrawal would result in the award of the contract on another quote of the same bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
 5. If a bidder is permitted to withdraw its quote, the bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Contracting Officer.
 6. If a request for withdrawal is denied by the Commonwealth, and the bidder refuses to enter into a contract or to perform under the contract, the bidder or its surety shall be liable to the Commonwealth for damages.

T. Firm Quote: Except as provided above, a quote may not be modified, withdrawn, or cancelled by any contractor for a period of sixty (60) days following the time and date designated for quote opening.

U. Award Notification: Unless all quotes are rejected, and except as otherwise provided by law, award shall be made to the lowest responsible and responsive contractor. In cases of discrepancies in prices, the unit price shall be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price shall be corrected.

The Purchasing Office Contact Person shall issue the awarded contractor ("Selected Contractor") a Purchase Order which shall serve as the Notice to Proceed. **Each approved Purchase Order shall be deemed to incorporate the terms and conditions set forth in this ITQ Contract, in addition to specific requirements identified on the Request for Quote.** The Selected Contractor must not begin work until receipt of and the validity

start date listed on the Purchase Order. A sample of a Purchase Order is attached as **Exhibit H, “Sample - Purchase Order”**.

V. Prompt Payment Discounts: Prompt payment discounts shall not be considered in making an award. However, PennDOT shall take advantage of any prompt payment discounts offered by any contractor.

W. Invoicing: The Selected Contractor shall prepare and submit monthly, an **Invoice** (reference **Exhibit J**), **Contractor Notification Log** (reference **Exhibit I**), disposal facility delivery receipts, and **OS-501, “Confirmation of Services”** (reference **Exhibit K**), as follows:

- i. The contractor shall complete and submit to the Purchasing Office listed on the Purchase Order, the OS-501 form, along with copies of all delivery receipts from the authorized disposal facility for work completed during the previous month.
- ii. The contractor shall complete and submit to the “Bill To” address listed on the Purchase Order, an Invoice along with copies of all delivery receipts from the authorized disposal facility for work completed during the previous month. Delivery receipts that are missing can delay the payment process.
 1. Do not submit invoices on colored paper (yellow, green, blue, etc.). Please submit on only black and white. Colored paper creates issues when they are imaged and delays the payment process.
 2. Please ensure that invoices are legible. If paper invoices are ‘barely’ legible, scanning the invoices makes them less so and delays the payment process.

If an invoice does not contain the minimum information required as listed on the sample invoice (refer to **Exhibit J, ‘Sample-Invoice’**), the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment shall be suspended until the Commonwealth receives a correct invoice. The contractor shall not receive payment until the Commonwealth has received a correct invoice.

Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated prices, or any discounts negotiated by the Purchasing Office.

X. Tagging Dead Deer as part of a special study for Chronic Wasting Disease: County Purchasing Offices included in the Pennsylvania Gaming Commission’s (PGC) Chronic Wasting Disease (CWD) study shall include **Exhibit C, “Pennsylvania Game Commission Special Study of Chronic Wasting Disease (CWD)”** in their RFQ.

Deference shall be given to the PGC for the monitoring of road-killed deer that are in the CWD area, and if necessary, PennDOT reserves the right to cancel purchase orders in whole or in part in furtherance of PGC monitoring and tracking the movement of CWD in road-killed deer.