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Contract # 355I02-036
FID # [REDACTED]

ITQ Signature Page
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
INVITATION TO QUALIFY (ITQ): ROAD-KILLED DEER REMOVAL AND DISPOSAL SERVICES
ITQ Contract #355I02

(Complete in INK or TYPE only - DO NOT use pencil)
Read all directions/instructions in Section I (attached) before completing this page.

CONTRACTOR MUST COMPLETE ALL APPLICABLE AREAS

FOR COMMONWEALTH USE ONLY

COMPANY NAME AND ADDRESS
If Sole Proprietor is doing business as (d/b/a) another name, see instructions in SECTION I.

Monroe County
1 Quaker Plaza, Room 201
Stroudsburg, PA 18360

FEB 21 2007 - APR 30 2011

CONTRACTOR CONTACT PERSON
J. HAKIM

PHONE NUMBER (570) 420-3450 FAX NUMBER (570) 420-3458

FEDERAL ID # OR SOCIAL SECURITY # [REDACTED] SAP VENDOR # [REDACTED]

Are you a MBE/WBE certified by the State of Pennsylvania?
 Yes No Certification #: _____

EMAIL ADDRESS (It is desirable for Contractors to have an active email address and the capability to conduct e-business.)
Jhakim@Co.monroe.pa.us

Contractor acknowledges any and all handwritten information by initialing and dating here. The contractor's authorized signatory must initial and date where indicated to the right.

INITIALS [Signature] DATE 11-3-06

The Contractor will comply with the following:
1) The following provisions, also referred to in Section II-8, applicable to this contract, all of which are incorporated by reference as though physically attached to this contract: *Offset Clause*, amended 4/16/99, and any subsequent amendments to Management Directive 215.9 from which this provision is derived; *Contractor Integrity Provisions*, amended 12/20/91, and any subsequent amendments to Management Directive 215.8 from which these provisions are derived; the *provision concerning the Americans with Disabilities Act*, amended 1/16/01, and any subsequent amendments to Management Directive 215.12 from which this provision is derived; *Commonwealth Nondiscrimination/Sexual Harassment Clause*, dated 6/30/99, and any subsequent amendments to Management Directive 215.16 from which this provision is derived; and *Contractor Responsibility Provisions*, amended 4/16/99, and any subsequent amendments to Management Directive 215.9 from which these provisions are derived.
2) The General Information, attached as Section I to this contract;
3) The Contract Terms and Conditions, attached as Section II to this contract; and
4) All Exhibits as listed in the Table of Contents.

CONTRACTOR'S SIGNATURE, DATE, AND TITLE (required in INK)

CORPORATION: Chairman, President, Vice President, Sr. Vice President, Exec. Vice President, Asst. Vice President, CEO, or CFO. Any other signature must be accompanied by a resolution authorizing the individual to contractually bind the organization.
X [Signature] X 11-3-06 X COMMISSIONER, VICE CHAIRMAN
SIGNATURE DATE TITLE

SOLE PROPRIETORSHIP: OWNER ONLY: X _____ X _____ X _____
SIGNATURE DATE TITLE

PARTNERSHIP: GENERAL PARTNER ONLY: X _____ X _____ X _____
SIGNATURE DATE TITLE

LIMITED LIABILITY CO.: MEMBER OR MANAGER: X _____ X _____ X _____
SIGNATURE DATE TITLE

COMMONWEALTH USE ONLY:

1. AGENCY HEAD OR DESIGNEE
X [Signature] 12/15/06
Signature Date

4. GENERAL COUNSEL (Approved as to Legality and Form)
X _____
Signature Date

2. PENNDOT OFFICE OF CHIEF COUNSEL (Approved as to Legality and Form)
X [Signature] 2/9/07
Signature Date

5. ATTORNEY GENERAL (Approved as to Legality and Form)
X _____
Signature Date

3. OFFICE OF THE COMPTROLLER (Approved as to Fiscal Responsibility, Budgetary Appropriateness, and Availability of Funds)
X [Signature] 12/20/06
Signature Date

[REDACTED]

This Signature Page has been modified by the attached fax copy.

ITQ Signature Page
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
INVITATION TO QUALIFY (ITQ): ROAD-KILLED DEER REMOVAL AND DISPOSAL SERVICES
ITQ Contract #355102

(Complete in INK or TYPE only - DO NOT use pencil)
Read all directions/instructions in Section I (attached) before completing this page.

CONTRACTOR MUST COMPLETE ALL APPLICABLE AREAS

Form with multiple sections: COMPANY NAME AND ADDRESS (Manroe County Commissioners), CONTRACTOR CONTACT PERSON (J. HAKIM), PHONE NUMBER (570) 420-3450, FAX NUMBER (570) 420-3458, EMAIL ADDRESS (Jhakim@Co.manroe.pa.us), and various signature and title fields.

Received Time Nov. 14. 8:39AM
No. 4085 P. 1

Dec. 15. 2006 9:25AM

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EXHIBIT C -- LOCATIONS SHEET

1. Complete the information below EXACTLY as it appears on the ITQ Signature Page.

COMPANY NAME	FEDERAL ID OR SOCIAL SECURITY #	SAP VENDOR #
MONROE COUNTY	[REDACTED]	[REDACTED]

2. Select the county(ies) where you wish to perform the Road-Killed Deer Removal and Disposal by placing an X in the appropriate box. For your reference, a map showing all Pennsylvania counties is provided on the reverse side of this EXHIBIT.

7801	<input type="checkbox"/>	Adams	0810	7841	<input type="checkbox"/>	Lycoming	0320
7802	<input type="checkbox"/>	Allegheny	1110	7842	<input type="checkbox"/>	McKean	0250
7803	<input type="checkbox"/>	Armstrong	1010	7843	<input type="checkbox"/>	Mercer	0140
7804	<input type="checkbox"/>	Beaver	1120	7844	<input type="checkbox"/>	Mifflin	0270
7805	<input type="checkbox"/>	Bedford	0910	7845	<input checked="" type="checkbox"/>	Monroe	0540
7806	<input type="checkbox"/>	Berks	0510	7846	<input type="checkbox"/>	Montgomery	0640
7807	<input type="checkbox"/>	Blair	0920	7847	<input type="checkbox"/>	Montour	0330
7808	<input type="checkbox"/>	Bradford	0390	7848	<input type="checkbox"/>	Northampton	0550
7809	<input type="checkbox"/>	Bucks	0610	7849	<input type="checkbox"/>	Northumberland	0340
7810	<input type="checkbox"/>	Butler	1020	7850	<input type="checkbox"/>	Perry	0890
7811	<input type="checkbox"/>	Cambria	0930	7851	<input type="checkbox"/>	Philadelphia	0650
7812	<input type="checkbox"/>	Cameron	0240	7852	<input type="checkbox"/>	Pike	0440
7813	<input type="checkbox"/>	Carbon	0520	7853	<input type="checkbox"/>	Potter	0260
7814	<input type="checkbox"/>	Centre	0210	7854	<input type="checkbox"/>	Schuylkill	0560
7815	<input type="checkbox"/>	Chester	0620	7855	<input type="checkbox"/>	Snyder	0350
7816	<input type="checkbox"/>	Clarion	1030	7856	<input type="checkbox"/>	Somerset	0970
7817	<input type="checkbox"/>	Clearfield	0220	7857	<input type="checkbox"/>	Sullivan	0360
7818	<input type="checkbox"/>	Clinton	0230	7858	<input type="checkbox"/>	Susquehanna	0450
7819	<input type="checkbox"/>	Columbia	0310	7859	<input type="checkbox"/>	Tioga	0370
7820	<input type="checkbox"/>	Crawford	0110	7860	<input type="checkbox"/>	Union	0380
7821	<input type="checkbox"/>	Cumberland	0820	7861	<input type="checkbox"/>	Venango	0150
7822	<input type="checkbox"/>	Dauphin	0850	7862	<input type="checkbox"/>	Warren	0160
7823	<input type="checkbox"/>	Delaware	0630	7863	<input type="checkbox"/>	Washington	1240
7824	<input type="checkbox"/>	Elk	0280	7864	<input type="checkbox"/>	Wayne	0460
7825	<input type="checkbox"/>	Erie	0120	7865	<input type="checkbox"/>	Westmoreland	1250
7826	<input type="checkbox"/>	Fayette	1210	7866	<input type="checkbox"/>	Wyoming	0470
7827	<input type="checkbox"/>	Forest	0130	7867	<input type="checkbox"/>	York	0840
7828	<input type="checkbox"/>	Franklin	0830				
7829	<input type="checkbox"/>	Fulton	0940				
7830	<input type="checkbox"/>	Greene	1220				
7831	<input type="checkbox"/>	Huntingdon	0950				
7832	<input type="checkbox"/>	Indiana	1040				
7833	<input type="checkbox"/>	Jefferson	1050				
7834	<input type="checkbox"/>	Juniata	0290				
7835	<input type="checkbox"/>	Lackawanna	0420				
7836	<input type="checkbox"/>	Lancaster	0870				
7837	<input type="checkbox"/>	Lawrence	1140				
7838	<input type="checkbox"/>	Lebanon	0880				
7839	<input type="checkbox"/>	Lehigh	0530				
7840	<input type="checkbox"/>	Luzerne	0430				

This Page has been modified by the attached fax copy.

EXHIBIT C - LOCATIONS SHEET

11/15/06

1. Complete the information below EXACTLY as it appears on the ITQ Signature Page.

COMPANY NAME	FEDERAL ID OR SOCIAL SECURITY #	SAP VENDOR #
MONROE COUNTY MONROE COUNTY COMMISSIONERS	[REDACTED]	[REDACTED]

2. Select the county(ies) where you wish to perform the Road-Killed Deer Removal and Disposal by placing an X in the appropriate box. For your reference, a map showing all Pennsylvania counties is provided on the reverse side of this EXHIBIT.

7801	<input type="checkbox"/>	Adams	0810	7841	<input type="checkbox"/>	Lycoming	0320
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7809	<input type="checkbox"/>	Bucks	0610	7849	<input type="checkbox"/>	Northumberland	0340
7810	<input type="checkbox"/>	Butler	1020	7850	<input type="checkbox"/>	Perry	0890
7811	<input type="checkbox"/>	Cambria	0930	7851	<input type="checkbox"/>	Philadelphia	0650
7812	<input type="checkbox"/>	Cameron	0240	7852	<input type="checkbox"/>	Pike	0440
7813	<input type="checkbox"/>	Carbon	0520	7853	<input type="checkbox"/>	Potter	0260
7814	<input type="checkbox"/>	Centre	0210	7854	<input type="checkbox"/>	Schuylkill	0560
7815	<input type="checkbox"/>	Chester	0620	7855	<input type="checkbox"/>	Snyder	0350
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7819	<input type="checkbox"/>	Columbia	0310	7859	<input type="checkbox"/>	Tioga	0370
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7838	<input type="checkbox"/>	Lebanon	0880				
7839	<input type="checkbox"/>	Lehigh	0530				
7840	<input type="checkbox"/>	Luzerne	0430				

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
www.dot.state.pa.us



November 16, 2005

RE: Invitation to Qualify
ITQ 355I02
Road-Killed Deer Removal and Disposal

TO ALL INTERESTED CONTRACTORS:

The Pennsylvania Department of Transportation (PennDOT) is soliciting qualified contractors to respond to an Invitation to Qualify (ITQ) to provide Road-Killed Deer Removal and Disposal services. This Invitation to Qualify will replace Contract #350A06.

Though this Invitation to Qualify will remain open for enrollment through June 30, 2010, it is in the best interests of contractors to submit an application as soon as possible in order to be qualified to provide Road-Killed Deer Removal and Disposal services for the full contract period. The period of the contract(s) shall be from the date of the Notice to Proceed by PennDOT through April 30, 2011.

Please read the enclosed ITQ application thoroughly. Contractors who wish to provide Road-Killed Deer Removal and Disposal services, including those previously qualified under Contract #350A06, must complete the attached application. Past work does NOT automatically qualify you. Contractors who meet all qualification requirements as contained in the attached ITQ will be awarded a contract. However, there is no guarantee that a contractor's services will be utilized.

All applications must be submitted to the Bureau of Office Services at the address specified in the ITQ application. To qualify for the Initial Enrollment Period, applications must be correctly completed and received on or before 3:00 p.m. on December 15, 2005.

Thank for your interest.

Sincerely,

A handwritten signature in cursive script, appearing to read "Darlene Y. Greenawald". The signature is written in dark ink and is positioned above the typed name.

Darlene Y. Greenawald
Contracting Officer
Bureau of Office Services

INVITATION TO QUALIFY (ITQ)

Commonwealth of Pennsylvania
Department of Transportation

CONTRACT #355I02 ROAD-KILLED DEER REMOVAL AND DISPOSAL

Initial Enrollment Period:

ITQ responses for the initial enrollment period must be received at the address below by 3:00 PM on December 15, 2005.

Contract Enrollment Period:

Enrollment for the remainder of the contract period will remain open and ITQ responses will be accepted at the address below through June 30, 2010.

Question and Answer Period:

There will be a Question and Answer period for this ITQ to address areas in the ITQ that may require further clarification. Questions are due on or before 3:00 PM on November 25, 2005. Responses to questions will be sent to all recipients of the ITQ.

Response Mailing Address:

Bureau of Office Services (ITQ #355I02)
PA Department of Transportation
ATTN: Darlene Greenawald
400 North Street, 5th Floor Information Desk
Harrisburg, PA 17120-0041

Contracting Officer:

Darlene Greenawald (or her designee or successor)
Bureau of Office Services, (717) 705-6476, dargreenaw@state.pa.us

**WHEN MAILING YOUR RESPONSE, PLEASE ALLOW SUFFICIENT
TIME FOR DELIVERY.**

ROAD-KILLED DEER REMOVAL AND DISPOSAL CONTRACT #355I02

TABLE OF CONTENTS

THIS INVITATION TO QUALIFY CONTAINS THE FOLLOWING:

Cover Sheet

Table of Contents

ITQ Signature Page

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Section II Contract Terms and Conditions

Exhibit A Procedures and Technical Specifications

Exhibit B Terms and Conditions for Submitting Bids

Exhibit C Locations Sheet

Exhibit D Disposal Sites

Exhibit E Bid Solicitation for Road-Killed Deer Removal and Disposal (Sample)

Exhibit F Sample Purchase Order

Exhibit G Road-Killed Deer Removal and Disposal Invoice (Sample)

Exhibit H Road-Killed Deer Removal and Disposal Goods Receipt (Sample)

Exhibit I Questions and Answers
(available after December 2, 2005)

CONTRACTOR MUST RETURN ALL DOCUMENTS AND EXHIBITS WITH
APPLICATION. (PLEASE RETAIN A COPY OF ALL MATERIALS FOR YOUR FILES.)

ROAD-KILLED DEER REMOVAL AND DISPOSAL CONTRACT #355I02

SECTION I GENERAL INFORMATION

You are invited to respond to an Invitation to Qualify (ITQ) by the Department of Transportation, hereinafter referred to as PennDOT, to supply road-killed deer removal and disposal services. This Invitation to Qualify will replace Contract #350A06.

I-1 GENERAL

The purpose of this Invitation to Qualify (ITQ) and resulting multiple-award contracts is to enable PennDOT to more efficiently obtain road-killed deer removal and disposal services and extend work opportunities to a greater number of interested contractors.

I-2 ISSUING OFFICE

This ITQ is issued for the Commonwealth by the Pennsylvania Department of Transportation, Bureau of Office Services. The Issuing Office is the sole point of contact in the Commonwealth for this ITQ. Please refer all inquiries to Darlene Greenawald (or her designee), Contracting Officer, Bureau of Office Services, 400 North Street, 5th Floor, Harrisburg, PA 17120-0041. Telephone: (717) 705-6476, Facsimile: (717) 783-7971, email: dargreenaw@state.pa.us.

I-3 SUBMISSION DUE DATE

The submission deadline for the initial enrollment period is 3:00 PM on December 15, 2006 2005 (correction issued 12-14-05). To be considered for work during the initial enrollment period, all required documentation must be received at the following address no later than 3:00 PM on December 15, 2006 2005 (correction issued 12-14-05):

PA DEPARTMENT OF TRANSPORTATION
BUREAU OF OFFICE SERVICES (ITQ #355I02)
ATTN: DARLENE GREENAWALD
400 NORTH STREET, 5TH FLOOR INFORMATION DESK
HARRISBURG, PA 17120-0041

Responses must be delivered or mailed to the above address. If mailing your response, please allow sufficient mailing time. It is in the best interest of all contractors to submit the required information by the initial submission date in order to qualify for the full contract period.

Additional qualification applications will be accepted through 3:00 PM on June 30, 2010. PennDOT will make every effort to process additional qualification applications within 60 days after receipt.

I-4 CRITERIA FOR QUALIFICATION

All contractors whose submissions are deemed responsive, and who meet the requirements for qualification as described in EXHIBIT A, "Procedures and Technical Specifications", will be awarded a contract.

A PennDOT evaluation committee will review the qualifications to ensure that all mandatory requirements have been met. A contractor will be deemed "qualified" based upon submitted documentation. A contractor's executed contract will indicate that the contractor is qualified. If not evaluated as "qualified", a contractor may resubmit another ITQ response with additional information. Each qualified contractor will receive an executed contract. **This does not guarantee that the contractor's services will be used.**

I-5 INSTRUCTIONS FOR COMPLETION OF APPLICATION

Your submitted response should be completed on the documents provided and must include the ITQ Signature Page and all other exhibits. Please retain a copy of all documents for your records. The ITQ Signature Page, Section I, Section II, and all exhibits must be part of the executed contract, and final contract execution cannot occur until the parties sign and acknowledge a complete package as described above. Therefore, any missing information will result in delays in contract execution. PennDOT reserves the right to retain any partial information submitted by the contractor and notify the contractor by telephone or facsimile of any omissions.

Except for signatures, please print legibly or type all required information. Sign and date the Signature Page in ink as indicated by the instructions. The contractor's authorized signatory must initial and date correction of any error made while completing the information.

DO NOT alter the form or its exhibits. Adding anything other than information specifically required by PennDOT may be interpreted as a contractor "conditioning" the ITQ response, which may cause the ITQ response to be rejected by PennDOT.

I-6 HOW TO COMPLETE THE ITQ SIGNATURE PAGE

The contractor's signature must be in ink. If any information is handwritten or changed in any manner, the contractor's authorized signatory must date and initial where indicated on the ITQ Signature Page.

Complete the Company's Name and Address. If sole proprietor doing business as (d/b/a) or trading as (t/a) another name, indicate such. For example:

John Brown d/b/a OR t/a
Brown's Deer Removal & Disposal

Complete Contractor Contact Person, Phone Number, Fax Number, Federal Identification Number or Social Security Number, email address, SAP Vendor Number, and the Contractor's

signature blocks. A contractor cannot use both a Federal Identification Number and a Social Security Number. Contractors should have an active email address and capability to conduct e-business. Vendors must have a SAP Vendor Number to do business with the Commonwealth. The vendor registration form and vendor information is available via the Internet at www.vendorregistration.state.pa.us.

The ITQ may be rejected if not signed by an individual authorized to contractually bind the organization.

- For Corporations: One signature is required: Chairman, President, Vice President, Sr. Vice President, Exec. Vice President, Asst. Vice President, CEO, or COO.
- For Partnerships: The signature of one General Partner is required.
- For Sole Proprietorships: The signature of the Owner is required.
- For Limited Liability Companies: The signature of a Member or Manager is required.

If signature authority has been delegated by any of the above principals to another person, a copy of the delegation, signed by the required principal delegating that authority to the specific individual, must be provided prior to the execution of the contract. If the person holds all corporate offices, please include a letter on business letterhead so stating.

I-7 HOW TO COMPLETE EXHIBIT C, "LOCATIONS SHEET"

Complete the Company Name or individual name and the Federal Identification Number or Social Security and the SAP Vendor Number exactly as it appears on the ITQ Signature Page.

Indicate, by an "X", the county (ies) in which you are interested in providing service. A map showing the location of each of the counties is included in EXHIBIT C for your reference. Please indicate only those counties in which you intend to perform service.

After an ITQ contract has been awarded and the contractor has been given a Notice-to-Proceed by PennDOT, a contractor may change the counties in which s/he wishes to perform services. The contractor will submit the requested change(s) in writing to the ITQ Contracting Officer. The change(s) must be approved by PennDOT and will be effective upon issuance of an acceptance letter by PennDOT.

I-8 CHANGES AFFECTING THE STATUS OF THE CONTRACT

It is the responsibility of the contractor to notify PennDOT of any changes that affect the status of the contract including, but not limited to, address changes, contractor name changes, and any other changes which in any way affect the status of this contract. The contractor will notify PennDOT in writing of changes affecting this contract.

I-9 DEFINITIONS

For the purpose of this ITQ, the following definitions will apply:

- **Issuing Office:** Bureau of Office Services, 400 North Street, 5th Floor, Harrisburg, PA 17120-0041.
- **Contracting Officer:** Darlene Greenawald (or her designee), Bureau of Office Services, 400 North Street, 5th Floor, Harrisburg, PA 17120-0041.
- **Purchasing Office:** The County issuing solicitations and calls for service covered under this ITQ.
- **Purchasing Office Contact Person:** The person in the County referenced in the solicitation of services.
- **Safety References:** The contractor will perform all work as directed or in accordance with the following manuals:

Highway – PennDOT Work Zone Traffic Control (PUBlication 203)

Work – PennDOT Maintenance Manual (PUBlication 23, Chapter 13, Section 5).

These publications are available at various locations including PennDOT Sales Store, PO Box 2028, Harrisburg, PA 17105. Telephone (717) 787-6746.

I-10 INQUIRIES

Contractors may direct all questions (technical and/or administrative) to Darlene Greenawald (or her designee), Contracting Officer, via FAX at (717) 783-7971. This person or her designee must be the sole point of contact for all questions. Directing questions to or discussing this ITQ with any other PennDOT employee may jeopardize the status of the contractor's qualification.

ROAD-KILLED DEER REMOVAL AND DISPOSAL CONTRACT #355I02

SECTION II CONTRACT TERMS AND CONDITIONS

II-1 GENERAL

The contractor will conduct work in accordance with the requirements referred to in the Invitation to Qualify for Road-Killed Deer Removal and Disposal.

II-2 CONTRACT PERIOD

The period of the contract will be from the date of the Notice-to-Proceed by the Commonwealth through April 30, 2011. PennDOT will make every effort to award a contract within sixty days after receipt of the ITQ application from the contractor. Therefore, it is in the best interest of all contractors to submit their required information as soon as possible so that they can be qualified to provide service in their counties of interest for as much of the contract period as possible. **A contractor may not perform any work until a contract has been fully executed and a Purchase Order has been issued to the contractor by PennDOT.**

Applications will be accepted after the initial enrollment period until June 30, 2010.

Notwithstanding any other right or obligation under this contract, PennDOT 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 governmental agencies, or other eligible 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 to Chapter 19.

PennDOT reserves the right to obtain these road-killed deer removal and disposal services separately from this ITQ when it is in the best interest of PennDOT or the Commonwealth to do so.

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

II-3 OPTION TO EXTEND

PennDOT, at its sole discretion, reserves the right to extend this contract, or any part of this contract, for a period of up to three (3) months upon the same terms and conditions. This provision will be used to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract. The terms will remain the same during the extension period. Any such extension will be communicated to the contractor via letter.

II-4 EXISTING CONTRACTS

All existing contracts will continue until the end of their current term, unless terminated per the terms and conditions of the current contract.

II-5 DISCLOSURE OF APPLICATION CONTENTS

Applications will be held in confidence and, except for fully-executed contracts, will not be revealed or discussed with other contractors unless required by law. All other material submitted with the ITQ application becomes the property of PennDOT and may be returned only at PennDOT's option. Applications submitted to PennDOT may be reviewed and evaluated by any person, except by other contractors, at the discretion of PennDOT.

II-6 MODIFICATION TO THE ITQ

If it becomes necessary to revise this ITQ, a notice will be issued to all contractors who received the original ITQ. Revisions, representing minor changes that bear a reasonable relationship to items in the original scope of work, including, but not limited to, location, type, magnitude, or subject matter, will be via letter. Substantial revisions that change the original scope of work will require a supplement to the ITQ.

II-7 REJECTION OF RESPONSES

PennDOT reserves the right to reject any or all responses to the ITQ and/or to re-advertise or cancel the project.

II-8 INCORPORATION BY REFERENCE

The following designated contract provisions, and subsequent amendments, are hereby incorporated by reference as though set forth in full herein: Offset Clause, amended 4/16/99, and any subsequent amendments to Management Directive 215.9 from which this provision is derived; Contractor Integrity Provisions, amended 12/20/91, and any subsequent amendments to Management Directive 215.8 from which these provisions are derived; the Provisions Concerning the Americans with Disabilities Act, amended 1/16/01, and any subsequent amendments to Management Directive 215.12 from which these provisions are derived; Commonwealth Nondiscrimination/Sexual Harassment Clause, dated 6/30/99, and any subsequent amendments to Management Directive 215.16 from which this provision is derived; and Contractor Responsibility Provisions, amended 4/16/99, and any subsequent amendments to Management Directive 215.9 from which these provisions are derived.

The aforementioned Provisions can be accessed via the Internet at <http://www.pennstate.pa.us>. This web address is the Commonwealth's Office of Administration, "OA Central", homepage. From the home page, click on "Policies and Procedures, click on "Management Directives", and then click on "Management/Administrative Support (205-260)". On this page, scroll to the numbered Management Directive to be accessed and click on the directive title to view.

II-9 INCURRING COSTS

PennDOT is not liable for any costs incurred by contractors prior to issuance of a fully-executed Purchase Order and an official Notice-to-Proceed.

II-10 PRIME CONTRACTOR RESPONSIBILITIES

Each contractor who is successfully qualified will be considered a prime contractor with respect to PennDOT's road-killed deer removal and disposal services that the contractor undertakes. Each selected contractor will be required to assume responsibility for delivery of all services specified. Further, PennDOT will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges.

II-11 ASSIGNABILITY AND SUBCONTRACTING

- a) Subject to the terms and conditions of this Paragraph, this contract will be binding upon the parties and their respective successors and assigns.
- b) The contractor will not subcontract with any person or entity to perform all or any part of the work to be performed under this contract *without the prior written consent* of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c) The contractor may not assign, in whole or in part, this contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d) Notwithstanding the foregoing, the contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the contract, provided that the contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this contract.
- e) For the purposes of this contract, the term "assign" will include, but will not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the contract, provided, however, that the term will not apply to the sale or other transfer of stock of a publicly-traded company.
- f) Any assignment consented to by the Contracting Officer will be evidenced by a written assignment agreement executed by the contractor and its assignee in which the assignee agrees to be legally bound by all the terms and conditions of the contract and to assume the duties, obligations, and responsibilities being assigned.
- g) A change of name by the contractor, following which the contractor's Federal Identification Number remains unchanged will not be considered to be an assignment

hereunder. The contractor will give the Contracting Officer written notice of any such change of name.

II-12 AUDIT PROVISIONS

The Commonwealth and/or its authorized representatives will have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents, and records of the contractor to the extent that the books, documents, and records relate to costs or pricing data for the contract. The contractor agrees to maintain records which will support the prices charged and costs incurred for the contract. The contractor will preserve books, documents, and records that relate to costs or pricing data for the contract for a period of three (3) years from the date of final payment. The contractor will give full and free access to all records to the Commonwealth and/or its authorized representatives.

II-13 INSURANCE

The awarded contractor will purchase and maintain, at its expense, during the term of this contract and any extensions thereof, the following types of insurance issued by companies acceptable to the Commonwealth of Pennsylvania.

- a) Worker's Compensation for all of the contractor's employees and those of any subcontractor, working to perform this contract, as required by the laws of the Commonwealth.
- b) 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 loss of use resulting from any property damage, which may arise out of the services performed under this contract, whether such performance be by the contractor, by any subcontractor, or anyone directly or indirectly employed by either. The limits of such insurance will be in an amount not less than two hundred fifty thousand (\$250,000.00) dollars each person and one million (\$1,000,000.00) dollars each occurrence, personal injury and property damage combined. Such policies will be occurrence-made, rather than claims-made, and will name PennDOT as an *additional insured*. The insurance will not contain any endorsements or any other form designed to limit and restrict any action by PennDOT, as an additional insured, against the insurance coverage in regard to work performed for PennDOT. Prior to the commencement of work, the contractor will provide PennDOT with a current certificate(s) of insurance showing the required coverages and provisions. The certificate will contain a provision that the coverages afforded thereunder will not be cancelled or changed unless at least thirty (30) days' prior written notice has been given to PennDOT.

II-14 CONTRACT CONTROVERSIES

- a) Filing of written claim. In the event of a controversy or claim arising from the contract, the contractor must, within six (6) months after the cause of action accrues, file a written

claim with the Contracting Officer for a determination. The claim will state all grounds upon which the contractor asserts a controversy exists. If the contractor fails to file a claim or files an untimely claim, the contractor is deemed to have waived its right to assert a claim in any forum.

- b) **Role of Contracting Officer.** The Contracting Officer, or her designee, will review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination will be issued within 120 days of the receipt of the claim, unless extended by consent of the Contracting Officer and the contractor. The Contracting Officer, or her designee, will send her/his written determination to the contractor. If the Contracting Officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim will be deemed denied. The Contracting Officer's determination will be the final order of the purchasing agency.
- c) **Appeal of decision.** Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim, if no extension is agreed to by the parties, whichever occurs first, the contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the contractor will proceed diligently with the performance of the contract in a manner consistent with the determination of the Contracting Officer, and the Commonwealth will compensate the contractor pursuant to the terms of the contract.

II-15 PROTESTS

Protests will be handled in accordance with Section 1711.1 of the Commonwealth Procurement Code, 62 Pa.C.S. Section 1711.1, which generally provides as follows:

- a) A bidder or offeror, a prospective bidder or offeror or a prospective contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Issuing Office in writing.
- b) All protests must be made within seven (7) days after the protestant knows or should have known of the facts giving rise to the protest.
- c) If a protest is submitted by a protestant who is a prospective bidder or offeror, the protest must be received by the Issuing Office prior to the bid opening time or the proposal receipt date.
- d) If a protestant fails to comply with the period for filing a protest, a protest will be considered untimely and will be disregarded by PennDOT.
- e) A protest will state all grounds upon which the protestant asserts the solicitation or award of the contract was improper, and may include all documents and information deemed relevant to the protest.

- f) The Contracting Officer, within fifteen (15) days of receipt of the protest, may submit a response to the protest to the head of the purchasing agency and the protestant. The protestant may file a reply to the response within ten (10) days of the date of the response.
- g) The Secretary of Transportation or his designee will review the protest and any response or reply and review additional documentation or information deemed necessary to render a decision, and, at his sole discretion, may conduct a hearing. The protestant and the Contracting Officer will be given a reasonable opportunity to review and address any such additional documentation or information.
- h) Within sixty (60) days of the receipt of the protest, unless an extension is otherwise agreed to by the Secretary of Transportation and the protestant, the Secretary of Transportation or his designee will issue a written determination which is a final order stating the reasons for the decision.
- i) Within fifteen (15) days of the mailing date, a protestant may file an appeal of the final determination denying a protest to the Commonwealth Court. The appeal may not raise issues not raised by the protestant before PennDOT.
- j) PennDOT will have the authority to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- k) In the event of a timely protest and until the time has elapsed for the protestant to file an appeal with the Commonwealth Court, PennDOT will not proceed further with the solicitation or with the award of the contract unless and until it makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect substantial interests of the Commonwealth.

The foregoing is intended as a summary of Section 1711.1 for informational purposes only. In the event of a conflict with Section 1711.1, the statutory language will prevail. Nothing herein will be construed in any way that affords a protestant any rights in addition to those specifically set forth in Section 1711.1 of the Commonwealth Procurement Code.

II-16 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 may be entered into the Commonwealth's Contractor Responsibility Program (CRP). If this happens, the contractor 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 contract with all Commonwealth agencies.

II-17 TERMINATION PROVISIONS

PennDOT has the right to terminate this contract, including any contract Purchase Order, for ANY of the following reasons. Termination will be effective upon written notice to the contractor.

- a) **TERMINATION FOR CONVENIENCE:** PennDOT will have the right to terminate the contract for its convenience if PennDOT determines termination to be in its best interest. The contractor will be paid for work satisfactorily completed prior to the effective date of the termination, but in no event will the contractor be entitled to recover loss of profits.
- b) **NON-APPROPRIATION:** PennDOT's obligation to make payments during any Department fiscal year succeeding the current fiscal year will be subject to availability and appropriation of funds. When funds (state and/or Federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, PennDOT will have the right to terminate the contract. The contractor will be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of supplies or services delivered under this contract. Such reimbursement will not include loss of profit, loss of use of money, or administrative overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c) **TERMINATION FOR CAUSE:** PennDOT will have the right to terminate the contractor for contractor default under Section II-18, Default, upon written notice to the contractor. PennDOT will also have the right, upon written notice to the contractor, to terminate the contract for other cause as specified in this contract or by law. If it is later determined that PennDOT erred in terminating the contract for cause, then, at PennDOT's discretion, the contract/work order will be deemed to have been terminated for convenience under Section II-17 (a).

II-18 DEFAULT

- a) PennDOT may, subject to the provisions in Section II-19, Force Majeure, and in addition to its other rights under the contract, declare the contractor in default by written notice thereof to the contractor, and terminate (as provided in Section II-17, Termination Provisions) the whole or any part of this contract for any of the following reasons:
 - 1. Failure to begin work within the time specified in the contract or as otherwise specified;
 - 2. Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the contract terms;
 - 3. Unsatisfactory performance of the work;

4. Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 5. Discontinuance of work without approval;
 6. Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 7. Insolvency or bankruptcy;
 8. Assignment made for the benefit of creditors;
 9. Failure or refusal within ten (10) days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered.
 10. Failure to protect, to repair, or to make good any damage or injury to any damage or injury to property; or
 11. Breach of any provision of this contract.
- b) In the event that PennDOT terminates this contract in whole or in part as provided in subparagraph (a) above, PennDOT may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the contractor will be liable to PennDOT for any reasonable excess costs for such similar or identical services included within the terminated part of the contract.
- c) If the contract is terminated as provided in subparagraph (a) above, PennDOT, in addition to any other rights provided in this paragraph, may require the contractor to transfer title and deliver immediately to PennDOT in the manner and to the extent directed by the Issuing Office, such partially completed work, including, where applicable, reports, working papers, and other documentation, as the contractor has specifically produced or specifically acquired for the performance of such part of the contract as has been terminated. Except as provided below, payment for completed work accepted by PennDOT will be at the contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by PennDOT will be in an amount agreed upon by the contractor and the Contracting Officer. PennDOT may withhold from amounts otherwise due the contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect PennDOT against loss.
- d) The rights and remedies of PennDOT provided in this paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- e) PennDOT's failure to exercise any rights or remedies provided in this paragraph will not be construed to be a waiver by PennDOT of its rights and remedies in regard to the event of default or any succeeding event of default.
- f) Following exhaustion of the contractor's administrative remedies as set forth in Section II-14, Contract Controversies, the contractor's exclusive remedy will be to seek damages in the Board of Claims.

II-19 FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The contractor will notify PennDOT orally within five (5) days and in writing within ten (10) days of the date on which the contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification will (1) describe fully such cause(s) and its effect on performance, (2) state whether performance under the contract is prevented or delayed, and (3) if performance is delayed, state a reasonable estimate of the duration of the delay. The contractor will have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and will produce such supporting documentation as PennDOT may reasonably request. After receipt of such notification, PennDOT may elect either to cancel the contract or to extend the time for performance as reasonably necessary to compensate for the contractor's delay.

In the event of a declared emergency by competent governmental authorities, PennDOT, by notice to the contractor, may suspend all or a portion of the contract.

II-20 ENVIRONMENTAL PROVISIONS

In the performance of the contract, the contractor will minimize pollution and will strictly comply with all applicable environmental laws and regulations.

II-21 PUBLICATIONS/NEWS RELEASES

Confidential information cannot be published by the contractor or shared with any sources other than those specifically allowed, in writing, by the Commonwealth. Confidential information includes, but is not limited to:

- information specified as confidential within the ITQ,
- information defined in the Commonwealth's Contract Integrity Provisions incorporated by reference in this ITQ,

- information which is provided to the contractor by PennDOT and stated to be confidential, or
- any information which would tend to put the Commonwealth in an unfavorable position with regard to potential tort liability.

News releases pertaining to this project will not be made without prior PennDOT approval, and then only in conjunction with the Issuing Office.

Project/service results or activities during the period of the contract resulting from the ITQ may not be published, otherwise disclosed, or permitted to be disclosed without providing, in writing, a minimum of two weeks' notice and a copy of the information to be published or disclosed. This will allow PennDOT to review and comment on the information. If permitted by PennDOT, an abstract may be used for notification of intent to present a publication based upon the project/service.

All publications by the contractor must contain the following statement: "This work was sponsored by the Pennsylvania Department of Transportation." In the event that the Commonwealth does not agree with the content of the report or publication, the contractor must honor any request to omit credit to the Commonwealth or state the funding sources' disagreement with the content or findings.

Published reports shall include the following disclaimer: "The contents of this report reflect the views of the author(s), who is (are) responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Commonwealth of Pennsylvania at the time of publication. This report does not constitute a standard, specification, or regulation."

II-22 COMPLIANCE WITH LAW

The contractor will comply with all applicable federal and state laws and regulations and local ordinances in the performance of the contract.

II-23 INTEGRATION

The contract, including all referenced documents, constitutes the entire agreement between the parties. Except as referenced at II-6, "Modification to the ITQ", no agent, representative, employee, or officer of either the Commonwealth or the contractor has the authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, will be permitted to modify or contradict any of the terms and conditions of the contract. No modifications, alterations, changes, or waiver to the contract or any of its terms shall be valid or binding unless accompanied by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

II-24 HOLD HARMLESS

The contractor will comply with all Federal, state, and local laws applicable to its work and will procure at its expense all licenses and permits necessary for the fulfillment of its obligations.

The contractor agrees to indemnify, defend, and hold harmless PennDOT, its officers, agents, and employees from any and all claims, suits, actions, judgments, and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims, losses, costs, demands, expenses, and actions accruing or resulting to any person, firm, or corporation for injury, death, or property damage caused by acts or omissions of the contractor, its employees, or agents in the performance of this contract and against any liability cost, and expense for delivery, performance, use or disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data. PennDOT agrees to notify the contractor within a reasonable time of any written claims or demands against PennDOT for which the contractor is responsible under this Section.

II-25 DISADVANTAGED BUSINESS PROGRAM INFORMATION

The Commonwealth encourages participation in this contract by Department of General Services-certified minority- and woman-owned business enterprises (MBEs and WBEs) and by small businesses whose primary headquarters facility is physically located in an area designated by the Commonwealth as a Designated Enterprise Zone. To the extent possible, the contractor should consider utilizing these types of business for any subcontracting opportunities that may arise, or as suppliers for any goods/materials required. The Commonwealth's policies and procedures regarding utilization requirements of economically-disadvantaged and restricted businesses may be subject to change. Contractors will be required to comply with any new policies and procedures which may become effective during the term of the contract. Contractors will be required to adhere to any revisions made while this contract is in effect. Contractors will be advised, in writing, of any changes which may occur.

A database of DGS-certified MBEs and WBEs can be accessed at www.dgs.state.pa.us. Keyword: BMWBO (Bureau of Minority and Women Business Opportunities). Questions regarding this Program can be directed to:

Department of General Services
Bureau of Minority & Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Email: gs-bmwbo@state.pa.us
Phone: (717) 787-6708
Fax: (717) 772-0021

There is no database or directory of small businesses located in Designated Enterprise Zones. Information on the location of Designated Enterprise Zones can be obtained by contacting:

Aldona M. Kartorie
Center for Community Building
PA Department of Community and Economic Development
400 North Street, 4th Floor
Harrisburg, PA 17120-0225
Email: akartorie@state.pa.us
Phone: (717) 720-7409
Fax: (717) 787-4088

II-26 BENEFICIAL INTERESTS

No member or delegate to the United States Congress will be admitted to any share or part of this contract or to any benefit arising therefrom.

II-27 ACCOUNTING RECORDS

The contractor will maintain accounting records and other verifiable evidence pertaining to the costs it incurs on this project. This contractor will also require its subcontractors to maintain accounting records and other verifiable evidence pertaining to the costs they incur on this project. These data will be made available for inspection by PennDOT and the Federal representative, if applicable, or any authorized representative, at all reasonable times at the office of the contractor and any subcontractor during the contract period and for three years following the date of the final payment to the contractor and copies thereof will be furnished as requested.

II-28 ORDER OF PRECEDENCE

If any conflicts or discrepancies should arise in the terms and conditions of this contract, or the interpretation thereof, the order of precedence will be the:

- a) Invitation to Qualify (Contract #355I02)
- b) Purchase Order

II-29 INDEPENDENT CONTRACTOR

In performing the services required by the contract, the contractor will act as an independent contractor and not as an employee of the Commonwealth.

II-30 NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay the timely performance of the contract (including actual or potential labor disputes), the contractor will immediately give notice thereof in writing to PennDOT stating all relevant information with respect thereto. Such notice will not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by PennDOT of any rights or remedies to which it is entitled by law or pursuant to the provisions of this contract. Failure to give such notice,

however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

EXHIBIT A – PROCEDURES AND TECHNICAL SPECIFICATIONS

PROCEDURES AND TECHNICAL SPECIFICATIONS

1. MINIMUM REQUIREMENTS FOR PRE-QUALIFICATION

The contractor must submit the completed ITQ Signature Page and all other exhibits.

The contractor must submit a legible copy of his/her current, valid Pennsylvania Driver's License.

The contractor must submit a legible copy of the current, valid ~~vehicle registration card(s)~~ for the vehicle(s) that will be used for removal and disposal of road-killed deer.

The contractor must submit a legible copy of the current, valid **vehicle insurance** card(s) for the vehicle(s) that will be used for removal and disposal of road-killed deer.

PennDOT will determine whether the vehicle(s) that the contractor intends to use is(are) appropriate, in terms of weight and capacity.

2. PROCEDURES

a. Bid Submission

All contractors who meet the requirements for qualification will be placed on a qualified contractors list in each of the counties where they indicate an interest in performing work. All pre-qualified contractors, on the qualified contractors list, who have indicated an interest in providing service to a county that requires Road-Killed Deer Removal and Disposal services, will be sent a Bid Solicitation for Road-Killed Deer Removal and Disposal (Exhibit E).

The Bid Solicitation will specify the routes to be serviced and the length of the Purchase Order.

Pre-qualified contractors must complete the Bid Solicitation provided. The Bid Solicitation must be signed in ink by the authorized signatory (see Section I-6); it will be rejected if it is signed in pencil.

The contractor will return the completed Bid Solicitation as specified on the Bid Solicitation. It is the responsibility of each contractor to ensure that its bid is received at the location specified on the Bid Solicitation prior to the date and time set for the opening of bids, regardless of medium used. If a contractor is allowed to and decides to mail in its bid, adequate time for delivery should be allowed. No bid will be considered if it arrives at the location specified on the Bid Solicitation after the date and time set for bid opening. In the event that, due to inclement weather, natural disaster, or other cause, PennDOT's offices are officially closed on the date scheduled for the bid opening, the bid opening date will be automatically postponed until the next Commonwealth business day, unless the contractors are otherwise notified by PennDOT. The bid opening time will remain the same.

Bids must be firm. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the Invitation to Qualify or the Bid Solicitation, it will be rejected. The bid will also be rejected if the services offered by

EXHIBIT A – PROCEDURES AND TECHNICAL SPECIFICATIONS

the contractor are not in conformance with the specifications as determined by PennDOT. **Please refer to EXHIBIT B, “Terms and Conditions for Submitting Bids”, for more information.**

b. Contractor Selection

The Purchasing Office Contact Person will review all the bids received. Award will be made to the lowest responsible and responsive contractor.

PennDOT reserves the right to re-solicit the work if, in its sole discretion, it deems re-solicitation to be in its best interest.

3. AWARD NOTIFICATION

The Purchasing Office Contact Person will issue the awarded contractor a Purchase Order which will serve as the notice to proceed. **Each approved Purchase Order will be deemed to incorporate the terms and conditions set forth in this ITQ contract**, in addition to specific requirements identified on the Bid Solicitation. **The awarded contractor must not begin work until receipt of and the effective date on the Purchase Order.** A sample of a Purchase Order is attached as EXHIBIT F, “Sample Purchase Order”.

4. PRIOR TO PERFORMING ROAD-KILLED DEER REMOVAL AND DISPOSAL SERVICES

The awarded contractor must furnish proof of liability insurance prior to performing work in a county as per the Insurance provision found at Section II-13.

The awarded contractor will schedule a meeting with the County Maintenance Manager or designee to develop a comprehensive work schedule of Road Killed Deer Removal and Disposal services, if necessary.

5. PERMITS, FEES AND NOTICES

The Contractor will obtain and pay for all permits, licenses, and certifications required by law for proper execution and completion of its work. The Contractor will 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 will 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 will promptly notify the Bureau of Office Services, in writing. Any necessary modifications will be made by the Bureau of Office Services.

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 Bureau of Office Services, it assumes full responsibility therefore and will bear all costs attributable thereto.

6. INVOICING

When billing, the contractor will furnish an original and two copies of the invoice and bill of lading from the authorized disposal facility to the billing office address listed on the Purchase

EXHIBIT A – PROCEDURES AND TECHNICAL SPECIFICATIONS

Order. The contractor will also submit a completed Goods Receipt, as found at EXHIBIT H, “Sample Goods Receipt”, to the Purchasing Office Contact Person as soon as an invoice is mailed to the billing office address. ***The contractor will only be paid for actual work performed as authorized on an approved Purchase Order.***

All invoices must furnish **all** information found on EXHIBIT G, “Sample Invoice”. All Goods Receipts must furnish **all** information found on EXHIBIT H, “Sample Goods Receipt”.

7. PAYMENT

The Commonwealth will put forth reasonable efforts to make payment by the required payment date.

- The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) sixty (60) days after a proper invoice actually is received at the “Provide Service and Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above.
- Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Purchase Order. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor.
- Payment will be made only for work actually authorized and performed. All work will be paid at the price shown on the Contractor’s quote and disposal fees and in accordance with the terms, conditions, and specifications of the contract.
- Delays in meeting work schedules interfere with the proper implementation of PennDOT’s programs. Therefore, PennDOT and the Contractor agree that the pick-up price may be reduced by 60% for an individual pickup if the Contractor removes the assigned deer, but fails to remove it within the 24-hour period by inspection of the location, or by the report of a citizen or Commonwealth employee who has reported the location.
- The Purchasing Office Contact Person, or that person’s replacement or designee, will notify the awarded contractor of payment reductions pursuant to this section before the date that PennDOT deducts such sums from money payable to the awarded contractor.
- The Commonwealth reserves the right to conduct further inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a failure to meet specifications.
- The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the

EXHIBIT A – PROCEDURES AND TECHNICAL SPECIFICATIONS

Commonwealth against any payments due the Contractor under any contract or Purchase Order issued by the Commonwealth.

8. AUTHORIZED AGENTS OF THE CONTRACTOR

Complement personnel provided by the contractor will be considered authorized agents of the contractor, with the authority to sign any and all related PennDOT documents for the purpose of recording actual hours worked and other required documentation.

9. GENERAL SPECIFICATIONS

- a. The Contractor will remove and lawfully dispose of clearly visible dead deer (or major parts thereof), on, along, or within PennDOT's right of way, on PennDOT specified highways in individual counties. Interchange areas of these highways, such as off and on ramps, will be included as part of this contract.
- b. The Contractor will plan for removal and disposal services to accommodate peak removal periods which generally occur between October and April.
- c. The Contractor must not take any action if a deer is not dead. If a deer is not dead, the Contractor must inform PennDOT, the State Police, local police, or the Game Commission. When a police officer or Game Commission officer has killed the animal, the Contractor may remove the carcass.
- d. The Contractor must provide one phone number with a form of answering service (answering machine or individual) approved by PennDOT, to accept verbal or written messages regarding the location of road-killed deer. ***Phone coverage MUST be available for use 7 days a week, 24 hours a day.***
- e. Clean Up/Pick Up:
 - (1) PennDOT will provide locations of road-killed deer to the Contractor. The Contractor will be required to remove the deer and/or deer pieces within 24 hours of the date and time that the call was placed.
 - If there are no pieces to clean up or the deer is no longer physically there when the Contractor arrives, the Contractor will be paid the portion of the price that does not include disposal for responding to the call. This situation must be reported immediately to PennDOT.
 - If the animal is not a deer, the Contractor will be paid the portion of the price that does not include disposal for responding to the call, and the actual cost to dispose of the animal, with the disposal receipt. This situation must be reported immediately to PennDOT.
 - (2) Leaving a message with the Contractor's answering service fulfills PennDOT's notification obligation. If the Contractor does not remove the carcass within 24 hours of notification, PennDOT reserves the right to remove the carcass by another method and the Contractor will not be paid for the call.
 - (3) ***The Contractor must receive approval from PennDOT prior to removing a carcass. Should the Contractor find or learn about a road-killed deer before being notified by PennDOT, the Contractor must obtain approval from PennDOT to proceed with the removal. However, PennDOT reserves the***

EXHIBIT A – PROCEDURES AND TECHNICAL SPECIFICATIONS

right to allow the Contractor to perform pickups without pre-authorization at PennDOT's discretion, and with prior written approval from the Purchasing Office contact person.

f. Disposal:

- (1) The Contractor must state the method of disposal and the disposal site to be used during this contract for each county in which it has expressed an interest to perform Road-Killed Deer Removal and Disposal Services (see Exhibit D, "Disposal Sites" for the website listing current disposal sites).
- (2) The Contractor must contact the facility/municipal landfill/waste-to-energy facility for further information about its acceptance of deer carcasses. Not every facility on the list (Exhibit D) is able to accept deer carcasses. If a rendering plant is selected as a disposal site, the Contractor is not allowed to sell the carcass to the plant. Rendering plants may use the hides; however, the Contractor may not.
- (3) The Contractor must have other disposal options approved by the Bureau of Land Recycling and Waste Management, Department of Environmental Protection (DEP). For approval, contact the Solid Waste Program Specialist, (717) 787-9871. Any disposal option which is proposed by the Contractor, other than the facilities listed (Exhibit D) must be accompanied by an approval letter from DEP. DEP will accept a municipal waste landfill or incinerator and/or approved rendering plant as a satisfactory method for disposal of the deer carcass. Any proposed disposal site may be subject to the inspection of DEP as part of the approval process.
- (4) The Contractor will obtain receipts from the disposal facility as proof of disposal when a disposal cost is incurred which indicates the number of carcasses received and the total weight of the load.
 - When a disposal cost is incurred, PennDOT will pay the actual cost of disposal as indicated on the disposal facility receipt.
 - PennDOT reserves the right to monitor the accuracy of disposal receipts by inspecting loads prior to disposal or by contacting disposal sites.
 - PennDOT reserves the right to require the Contractor to change the disposal facility and/or method to obtain lower disposal prices or to implement PennDOT programs.

g. Safety Requirements: The Contractor will be held responsible for the safety of the general public and his/her employees while acting under the authority of this Contract.

The Contractor is required to:

- 1) Follow all provisions of the Commonwealth's Vehicle Code – Title 75, Pa.C.S.
- 2) Park vehicle completely off the traveling lane and in the same direction as moving vehicles and as far away from the highway surface as possible.
- 3) Equip vehicles with a flashing or revolving yellow light mounted on the roof and visible from the rear of the vehicle. This light must be activated at all times while the vehicle is stopped for pickup of carcasses.

EXHIBIT A – PROCEDURES AND TECHNICAL SPECIFICATIONS

- 4) Ensure that all Contractor personnel wear approved reflective safety vests and hard hats.
- 5) Maintain a valid PA Driver's license and vehicle registration.

The Contractor is not entitled to any special rights while working on the highways. The Contractor must not interfere with the flow of traffic and is not authorized to use crossovers on highways.

Safety training may be provided by PennDOT to awarded contractors.

- h. Equipment: The Contractor will be held responsible for supplying all equipment. The Contractor is required to:
 - (1) Supply equipment which includes, but is not limited to, revolving vehicle lights, safety vests, and hard hats. (PennDOT may provide equipment, subject to availability and PennDOT's discretion.)
 - (2) Provide an appropriate vehicle with current PA registration and inspection, capable of hauling and disposing of deer. Contractors may be required to have vehicle(s) inspected by PennDOT upon award of the contract to verify current inspection, registration, and suitability for performance of deer removal and disposal services.
- i. The Contractor and Contractor's employees will be required to carry identification, which will be provided by PennDOT. ***This identification must be carried at all times while working on this contract.***
- j. Disputes: Nothing contained in this contract will be construed so as to supercede the Game & Wildlife Code.
- k. Roads: For any given county, the routes include the whole section of road from county line to county line (the part of the road contained within the county unless specifically noted). PennDOT reserves the right to delete roads by letter of notification to the Contractor. No routes will be added without written, mutual consent by both PennDOT and the Contractor.
- l. Contractors must respond to each Bid Solicitation, even with only a "NO BID." Contractors that fail to respond to two (2) successive Bid Solicitations by a single county will be removed from the mailing list in that county by the Purchasing Office Contact Person. A Contractor who is removed from the mailing list must submit a written request to the Purchasing Office Contact Person for PennDOT approval for consideration to be reinstated to the list.

EXHIBIT B – TERMS AND CONDITIONS FOR SUBMITTING BIDS

TERMS AND CONDITIONS FOR SUBMITTING BIDS

All bids and subsequent Purchase Orders are State Funded.

1. CONTRACTOR'S REPRESENTATION AND AUTHORIZATION

a. Representation

Each contractor, by submitting a bid, understands, represents, and acknowledges that:

- 1) The contractor has read and understands the terms and conditions of the Bid Solicitation and the Invitation to Qualify, and that the bid is made in accordance with those terms and conditions.
- 2) The services offered in the bid shall be in conformance with the specifications referenced on the Bid Solicitation without exception.
- 3) The price(s) and amount of the bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, or potential contractor under this Invitation to Qualify.
- 4) Neither the price(s) nor the amount of the bid, and neither the approximate price(s) nor the approximate amount of the bid, have been disclosed to any other firm or person who is a contractor or potential contractor under this Invitation to Qualify, and they shall not be disclosed before bid opening.
- 5) No attempt has been made or shall be made to induce any firm or person to refrain from submitting a bid, or to submit a bid higher than the bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 6) The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 7) The person signing the bid for the contractor asserts that, to the best of his or her knowledge, the contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to quoting on any public contract, except as disclosed by the contractor in its bid.
- 8) The contractor is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the contractor cannot certify, then it shall submit along with the bid a written explanation of why such certification cannot be made.
- 9) The person signing the bid for the contractor asserts that, to the best of his or her knowledge, the contractor has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the contractor that is owed to the Commonwealth, except as otherwise disclosed by the contractor in its bid.

EXHIBIT B – TERMS AND CONDITIONS FOR SUBMITTING BIDS

- 10) The contractor has not, under separate contract with PennDOT, made any recommendations concerning: the Bid Solicitation, the need for the services described in the Bid Solicitation, or the specifications for the services described in the Bid Solicitation.
- 11) All information provided by, and representations made by, the contractor in the bid are material and important and shall be relied upon by PennDOT in awarding the service specified on the Bid Solicitation. Any misstatement shall be treated as fraudulent concealment from PennDOT of the true facts relating to the submission of the bid. A misrepresentation shall be punishable under Section 4904 of Title 18 P.C.S.A.

b. Authorization

Each contractor, by making its bid, authorizes all Commonwealth agencies to release to PennDOT information related to liabilities to the Commonwealth including, but not limited to taxes, unemployment compensation, and workers' compensation liabilities.

2. PRICES

The successful contractor shall be required to provide the specified services at the prices in its bid.

3. MODIFICATION OR WITHDRAWAL OF BID

a. Bid Modification Prior to Bid Opening.

Bids may only be modified by submitting written notice to the Purchasing Office Contact Person prior to the exact hour and date specified for bid opening. The notice shall specifically identify the bid to be modified and shall be signed by the contractor. No bids shall be modified after the exact hour and date specified.

b. Bid Withdrawal Prior to Bid Opening.

Bids may be withdrawn by written or facsimile notice received by the Purchasing Contact Person prior to the exact hour and date specified for bid opening. The notice shall specifically identify the bid to be withdrawn and shall be signed by the contractor. A bid may also be withdrawn in person by a contractor or his authorized representative prior to the exact hour and date specified for bid opening, provided the person's identity is made known and the person signs a receipt for the bid.

c. Bid Withdrawal after Bid Opening.

Contractors are permitted to withdraw erroneous bids after bid opening only if the following conditions are met:

- 1) A written request is submitted for withdrawal.
- 2) The contractor presents credible evidence with the request that the reason for the lower bid 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 bid.

EXHIBIT B – TERMS AND CONDITIONS FOR SUBMITTING BIDS

- 3) The request for relief and supporting evidence must be received by the Purchasing Office Contact Person within three (3) business days after bid opening, but before a Purchase Order is executed.
- 4) The Purchasing Office Contact Person shall not permit a bid withdrawal if the bid withdrawal would result in the award of the project to another bid of the same contractor, its partner, or a corporation or business venture owned by or in which the contractor has a substantial interest.
- 5) If a contractor is permitted to withdraw its bid, the contractor cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Purchasing Office Contact Person.

d. Firm bid.

Except as provided above, a bid may not be modified, withdrawn, or cancelled by any contractor for a period of sixty (60) days following the time and date designated for bid opening, unless otherwise specified by the contractor in its bid.

e. Clarification and Additional Information.

After the receipt of bids, PennDOT shall have the right to contact contractors for the purpose of seeking:

- 1) Clarification of the bid which confirms PennDOT's understanding of statements or information in the bid or;
- 2) Additional information on the services offered; provided the Bid Solicitation does not require the rejection of the bid for failure to include such information.

4. REJECTION OF BIDS

PennDOT reserves the right to reject any and all bids, to waive technical defects or any informality in bids, and to accept or reject any part of any bid if the best interests of PennDOT are thereby served.

5. AWARDS

Unless all bids 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.

6. TIE BIDS

All tie bids shall be broken by the Purchasing Office Contact Person.

7. 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.

EXHIBIT B – TERMS AND CONDITIONS FOR SUBMITTING BIDS

8. BID PROTEST PROCEDURE

a. Who May File the Protest

Any actual or prospective contractor who is aggrieved in connection with the solicitation or award of the project may file a protest.

b. Time and Place for Filing

- 1) A protest on improprieties in solicitations must be filed by prospective contractors before bid opening time. Actual contractors may file a protest within seven (7) days after the protesting contractor knows or should have known of the facts giving rise to the protest. Date of filing is the date of receipt of protest.
- 2) The Purchasing Office Contact Person for good cause may consider any untimely protest.
- 3) A protest must be in writing and filed with the Purchasing Office Contact Person.

b. Notice of Protest

Purchasing Office Contact Person shall notify the successful contractor, by registered mail, of the protest if award has been made. If the protest is received before award and substantial issues are raised by the protest, all contractors who appear to have a substantial and reasonable prospect of winning the award shall be notified by registered mail, and may file their agreement/disagreement with the Purchasing Office Contact Person within three (3) days after receipt of notice of protest.

The Purchasing Office Contact Person shall also immediately notify the Issuing Office that a protest has been filed.

d. Stay of Procurement.

The Purchasing Office Contact Person shall immediately decide, upon notification of the protest, whether or not the award of a project shall be delayed, or if the protest is timely received after the award, whether the performance of the project should be suspended. The Purchasing Office Contact Person shall not proceed further with the solicitation or with the award of the project and shall suspend performance under the project, if awarded, unless the agency head of the Issuing Office makes a written determination that the protest is clearly without merit or that award of the project without delay is necessary to protect the substantial interests of the Commonwealth.

e. Procedures

The Purchasing Office Contact Person may decide the merits of a protest on the written, submitted documentation. However, if the Purchasing Office Contact Person deems the protest to be complex, an informal conference may be held before reaching a decision.

f. Decision

The Contracting Person shall promptly, but in no event later than 120 days from the filing of the protest, issue a written decision. The decision shall:

- 1) State the reasons for the action taken.

EXHIBIT B – TERMS AND CONDITIONS FOR SUBMITTING BIDS

- 2) Inform the protestant of its right to file an action in Commonwealth Court within fourteen (14) days of the receipt of the decision.

A copy of the decision shall be delivered by registered mail to the protesting contractor and any other person determined by the Issuing Office

EXHIBIT C – LOCATIONS SHEET

1. Complete the information below **EXACTLY** as it appears on the ITQ Signature Page.

COMPANY NAME	FEDERAL ID OR SOCIAL SECURITY #	SAP VENDOR #
--------------	---------------------------------	--------------

2. Select the county(ies) where you wish to perform the Road-Killed Deer Removal and Disposal by placing an X in the appropriate box. For your reference, a map showing all Pennsylvania counties is provided on the reverse side of this EXHIBIT.

7801	<input type="checkbox"/>	Adams	0810	7841	<input type="checkbox"/>	Lycoming	0320
7802	<input type="checkbox"/>	Allegheny	1110	7842	<input type="checkbox"/>	McKean	0250
7803	<input type="checkbox"/>	Armstrong	1010	7843	<input type="checkbox"/>	Mercer	0140
7804	<input type="checkbox"/>	Beaver	1120	7844	<input type="checkbox"/>	Mifflin	0270
7805	<input type="checkbox"/>	Bedford	0910	7845	<input type="checkbox"/>	Monroe	0540
7806	<input type="checkbox"/>	Berks	0510	7846	<input type="checkbox"/>	Montgomery	0640
7807	<input type="checkbox"/>	Blair	0920	7847	<input type="checkbox"/>	Montour	0330
7808	<input type="checkbox"/>	Bradford	0390	7848	<input type="checkbox"/>	Northampton	0550
7809	<input type="checkbox"/>	Bucks	0610	7849	<input type="checkbox"/>	Northumberland	0340
7810	<input type="checkbox"/>	Butler	1020	7850	<input type="checkbox"/>	Perry	0890
7811	<input type="checkbox"/>	Cambria	0930	7851	<input type="checkbox"/>	Philadelphia	0650
7812	<input type="checkbox"/>	Cameron	0240	7852	<input type="checkbox"/>	Pike	0440
7813	<input type="checkbox"/>	Carbon	0520	7853	<input type="checkbox"/>	Potter	0260
7814	<input type="checkbox"/>	Centre	0210	7854	<input type="checkbox"/>	Schuylkill	0560
7815	<input type="checkbox"/>	Chester	0620	7855	<input type="checkbox"/>	Snyder	0350
7816	<input type="checkbox"/>	Clarion	1030	7856	<input type="checkbox"/>	Somerset	0970
7817	<input type="checkbox"/>	Clearfield	0220	7857	<input type="checkbox"/>	Sullivan	0360
7818	<input type="checkbox"/>	Clinton	0230	7858	<input type="checkbox"/>	Susquehanna	0450
7819	<input type="checkbox"/>	Columbia	0310	7859	<input type="checkbox"/>	Tioga	0370
7820	<input type="checkbox"/>	Crawford	0110	7860	<input type="checkbox"/>	Union	0380
7821	<input type="checkbox"/>	Cumberland	0820	7861	<input type="checkbox"/>	Venango	0150
7822	<input type="checkbox"/>	Dauphin	0850	7862	<input type="checkbox"/>	Warren	0160
7823	<input type="checkbox"/>	Delaware	0630	7863	<input type="checkbox"/>	Washington	1240
7824	<input type="checkbox"/>	Elk	0280	7864	<input type="checkbox"/>	Wayne	0460
7825	<input type="checkbox"/>	Erie	0120	7865	<input type="checkbox"/>	Westmoreland	1250
7826	<input type="checkbox"/>	Fayette	1210	7866	<input type="checkbox"/>	Wyoming	0470
7827	<input type="checkbox"/>	Forest	0130	7867	<input type="checkbox"/>	York	0840
7828	<input type="checkbox"/>	Franklin	0830				
7829	<input type="checkbox"/>	Fulton	0940				
7830	<input type="checkbox"/>	Greene	1220				
7831	<input type="checkbox"/>	Huntingdon	0950				
7832	<input type="checkbox"/>	Indiana	1040				
7833	<input type="checkbox"/>	Jefferson	1050				
7834	<input type="checkbox"/>	Juniata	0290				
7835	<input type="checkbox"/>	Lackawanna	0420				
7836	<input type="checkbox"/>	Lancaster	0370				
7837	<input type="checkbox"/>	Lawrence	1140				
7838	<input type="checkbox"/>	Lebanon	0880				
7839	<input type="checkbox"/>	Lehigh	0530				
7840	<input type="checkbox"/>	Luzerne	0430				

EXHIBIT D – DISPOSAL SITES

A current listing of Municipal Waste Disposal Facilities is available via the Internet at:

http://www.dep.state.pa.us/dep/deputate/airwaste/wm/mrw/Docs/Landfill_list.htm

EXHIBIT E – SOLICITATION FORM

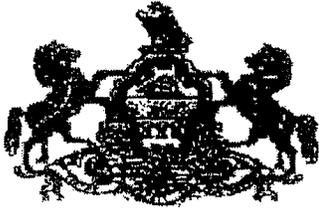
**BID SOLICITATION FOR
ROAD-KILLED DEER REMOVAL AND DISPOSAL**

Date Solicitation Sent _____	County _____
Completed Solicitation Due: _____ AM/PM	on: _____
Bid Opening: _____ AM/PM	on: _____
<p>You have been identified as a Qualified Contractor for this county's road-killed deer removal and disposal service. Please complete the information below and return it to the address at the bottom of this form. The form MUST be received no later than the date and time shown above. Opening of the bids received by the deadline will take place at the date and time shown above.</p> <p>If you are the lowest responsive and responsible bidder, you will receive a Purchase Order as your Notice-to-Proceed. When this is received, DO NOT respond to requests to remove and dispose of road-killed deer <i>until the EFFECTIVE DATE shown on the Purchase Order</i>.</p> <p>DO NOT respond to requests to remove and dispose of road-killed deer unless you receive a Purchase Order.</p> <p>Routes to Service: _____</p>	

Contractor Name (as it appears on your Contract)	
SAP Vendor Number	Contract Number
TOTAL price per deer is: \$ _____	
(above total includes disposal cost/deer of \$ _____)	
<p>I understand that the above price would be in effect only for the period shown on the Purchase Order if selected as the lowest responsive and responsible bidder.</p>	
Contractor's Signature _____	Date _____
Contractor's Title _____	
<i>MUST BE SIGNED BY CONTRACTOR'S AUTHORIZED SIGNATORY (see Section 1-6 of the ITQ)</i>	

<p>RETURN THE COMPLETED FORM TO: PA Department of Transportation</p> <p align="center">ATTN:</p>

EXHIBIT F - SAMPLE PURCHASE ORDER



Page 1 of 2

Purchase Order No.:

Purchase Order Date:

TO:
 VENDOR NAME/ADDRESS:

Please Bill To:

Purchaser:
 Name:
 Phone:
 Fax:
 E-mail:

Payment Terms: NET 30

This Purchase Order constitutes the Contractor's authority to deliver the item(s) listed below at the price(s) set forth below in accordance with: 1) the RFO, if any, related to this Purchase Order; 2) the Contract, if any, related to this Purchase Order; 3) the documents attached to this Purchase Order or incorporated by reference, if any; and 4) the contract terms and conditions stored on the website address at www.dps.state.ma.us for this type of Purchase Order, all of which, as appropriate, are incorporated by reference herein. RFO, as used herein, means Request for Quotation, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Description	Qty	UOM	Delivery Date	Price	Dev	TOTAL
------	------------------------------	-----	-----	---------------	-------	-----	-------

Quotation #:
 Quotation Date:

Currency: USD

TOTAL NET VALUE

EXHIBIT G – SAMPLE INVOICE

**INVOICE
ROAD-KILLED DEER REMOVAL AND DISPOSAL**

Contractor Name _____	FIN/SSN _____	SAP Vendor # _____
-----------------------	---------------	--------------------

Contract Number 46 _____ Purchase Order Number 45 _____

Invoice Date ___/___/___ for services performed during the month of _____, 20___

Number of Deer	Service	Price per Deer	Total Price
	Deer removed and disposed of	\$	\$
	Call-out only (no deer to remove)	\$	\$

TOTAL: \$ _____

SUMMARY OF THIS MONTH'S SERVICES

Total call-outs only (no removal): _____

Total deer removed and disposed of: _____

Contractor Signature _____ Date _____

CONTRACTOR:

Make sure your company mailing address is the same as the one you registered with Central Vendor Management when you obtained your SAP Vendor Number. Discrepancies can delay payment.

Complete this Invoice completely, making sure that the SUMMARY OF THIS MONTH'S SERVICES quantities on the Invoice and on the **1st page** of the Goods Receipt are entered and are an exact match.

Mail this Invoice to:
Commonwealth of PA
PADOT Comptroller Office
PO Box 8214
Harrisburg, PA 17105-8214

EXHIBIT I – QUESTIONS AND ANSWERS

AVAILABLE AFTER DECEMBER 2, 2005

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
www.dot.state.pa.us



November 30, 2005

TO: ALL RECIPIENTS OF THE INVITATION TO QUALIFY (ITQ)
RE: ITQ #355I02
"ROAD-KILLED DEER REMOVAL AND DISPOSAL"

Dear Sir or Ms.:

Attached are the following:

- 1) Change Notice #1 to ITQ #355I02
- 2) Questions received in response to ITQ #355I02, "Road-Killed Deer Removal and Disposal," and the corresponding answers (Exhibit I).

You may call me at 717-705-6476 with administrative questions at any time.

ITQ responses for the *initial* enrollment period must be received by 3:00 PM, December 15, 2005 at the response mailing address listed in the ITQ.

Sincerely,

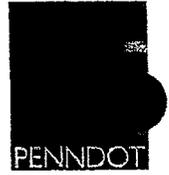
A handwritten signature in black ink, which appears to read "Darlene Greenawald", is written over the typed name.

Darlene Greenawald
Contract Administrator
Bureau of Office Services

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

www.dot.state.pa.us

November 30, 2005



TO: All Recipients of ITQ #355I02, "Road-Killed Deer Removal and Disposal"

RE: Change Notice #1

1) The Department is issuing Change Notice #1 to ITQ #355I02, *Road-killed Deer Removal and Disposal*, to clarify language and identify what information **must** be submitted with the application.

Contractors **must** submit the following information:

- 1) A completed ITQ Signature Page
- 2) Exhibit C, "Locations Sheet" indicating the county(ies) in which you are interested in providing road-killed deer removal and disposal services
- 3) A legible copy of your current, valid **Pennsylvania Driver's License**
- 4) A legible copy of the current, valid **vehicle registration** card(s) for the vehicle(s) that will be used for removal and disposal of road-killed deer.
- 5) A legible copy of the current, valid **vehicle insurance** card(s) for the vehicle(s) that will be used for removal and disposal of road-killed deer.

The Contractor **should** also return Section I, Section II, and all exhibits as listed on the Table of Contents.

EXHIBIT I – QUESTIONS AND ANSWERS

ITQ #355I02
“ROAD-KILLED DEER REMOVAL AND DISPOSAL”

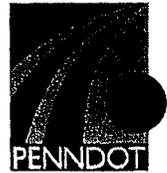
QUESTIONS AND ANSWERS

- Q 1:** Do I have to complete Exhibit E, the solicitation form entitled *Bid Solicitation for Road-Killed Deer Removal and Disposal* and submit it with my application?
- A 1:** No. **Exhibit E is a sample.** After you have submitted your application and been placed on the list of qualified vendors, PENNDOT will send this solicitation form when the District or County needs deer removal and disposal services performed. All contractors qualified under the ITQ who have indicated an interest in providing service to a county that requires road-killed deer removal and disposal services will be sent this Bid Solicitation Form.
-
- Q 2:** What forms must I complete and submit with my application?
- A 2:** See Change Notice #1 (attached).

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

www.dot.state.pa.us

December 14, 2005



TO: All Recipients of ITQ #355I02, "Road-Killed Deer Removal and Disposal"

RE: Change Notice #2

FROM: Darlene Y. Greenawald
Contracting Officer
Bureau of Office Services

A handwritten signature in cursive script that reads "Darlene Y. Greenawald". The signature is written in black ink and is positioned to the right of the typed name and title.

The Department is issuing Change Notice #2 to ITQ #355I02, *Road-Killed Deer Removal and Disposal*, to correct an **error in the date** as listed in Section I, General Information, I-3, Submission Due Date, Paragraph 1. This paragraph is hereby changed as follows:

The submission deadline for the initial enrollment period is 3:00 PM on **December 15, 2005**. To be considered for work during the initial enrollment period, all required documentation must be received at the following address no later than 3:00 PM on **December 15, 2005**:

To qualify for the initial enrollment period, applications must be correctly completed and received on or before 3:00 PM on December 15, 2005. Enrollment for the remainder of the contract period will remain open and ITQ responses will be accepted through June 30, 2010.

Any questions may be directed to me at 717-705-6476 or dargreenaw@state.pa.us (e-mail).