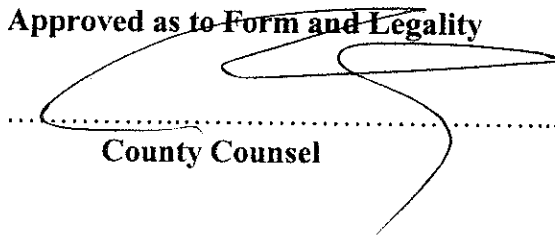


<b>CONTRACT AWARD</b>	
<b>CK09MERCER2019-01 DEER CARCASS REMOVAL FOR MERCER COUNTY AND COOP MEMBERS</b>	
<b>BID OPENING DATE: JANUARY 16, 2019</b>	
<b>CONTRACT TERM: FEBRUARY 1, 2019 THROUGH JANUARY 31, 2021</b>	
<b>NO. OF BIDDERS</b>	<b>2</b>
NAME OF RESPONDENT	KELLY WINTHROP, LLC
ADDRESS	1110 NEW PARKVIEW PL.
CITY, STATE, ZIP	WEST PALM BEACH, FL 33417
CONTACT	KELLY WINTHROP
TELEPHONE	888 329 3357
FAX	888 329 3290
E-MAIL	<a href="mailto:DEERKELLYW@YAHOO.COM">DEERKELLYW@YAHOO.COM</a>
<b>COST FOR REMOVAL</b>	<b>\$ 35.00</b>
EXCEPTIONS	NONE
FATAL FLAW	NO

Approved as to Form and Legality

Date



.....  
County Counsel

March 14, 2019  
.....

AWARD OF BID RECEIVED JANUARY 16, 2019 TO KELLY WINTHROP, LLC FOR DEER CARCASS REMOVAL FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM. PERIOD: FEBRUARY 1, 2019 THROUGH JANUARY 31, 2021. COST PER DEER CARCASS REMOVAL AND DISPOSAL \$35.00  
**(CK09MERCER2019-01)**

WHEREAS, the Mercer County Purchasing Department has advertised for bids for deer carcass removal for use by the County of Mercer and the Mercer County Cooperative Contract Purchasing System for a period of two (2) years, as per Resolution No. 2018-89, adopted February 8, 2018; and,

WHEREAS, two (2) sealed bid was received on January 16, 2019 in connection with the aforementioned services; and,

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder;

.....  
Clerk to the Board

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X					✓	Melker				X	✓	
Colavita	X						Walter	X					
Frisby	X						Cimino	X					
Koontz	X												

X—Indicates Vote      Abs.—Absent      N.V.—Not Voting  
Res.—Resolution Moved      Sec.—Resolution Seconded

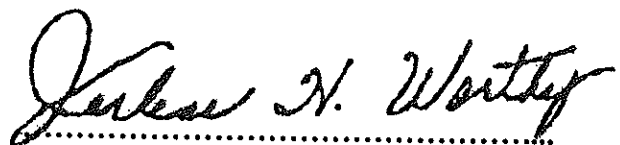
-2-

WHEREAS, the bid received from Kelly Winthrop, LLC, 1110 New Parkview Pl, West Palm Beach, FL 33417 shall be awarded to provide deer carcass removal and disposal at a cost of \$35.00 per carcass for the period February 1, 2019 through January 31, 2021; and,

WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board, and funds are contingent upon the inclusion in and adoption of the 2019, 2020 and 2021 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contracts when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Superintendent of Public Works and the Mercer County Purchasing Department for further distribution.



.....  
*Clerk to the Board*

**CK09MERCER2019-01**  
**SPECIFICATIONS FOR BID OF ROADSIDE DEER CARCASS REMOVAL AND**  
**DISPOSAL FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE**  
**CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO (2) YEARS**

**GENERAL DESCRIPTION**

The County of Mercer requests bids for an open-end contract for the prompt removal and sanitary disposal of deer carcasses from County Roads and rights of way within Mercer County for the County of Mercer and the Mercer County Cooperative Contract Purchasing System members. The contract shall be awarded for a period of two years commencing on February 28, 2019.

The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

**GENERAL SPECIFICATIONS**

The awarded contractor shall provide removal of deer carcasses from the roadway pavement and adjoining turf medians and shoulder areas within the public right-of-way by 5:00 p.m. on the calendar day following the request, seven days a week. All work shall be completed during day light hours. Contractors shall not remove deer carcasses from any area deemed private property due to personal and public liability. The carcass shall be immediately taken to a disposal facility licensed to receive carcasses. The contractor shall comply with any and all disposal regulations in effect during the term of this contract.

All licensing and permits are the responsibility of the contractor. No additional compensation will be made for failure to obtain required permits. The Contractor shall provide in writing the disposal facility they will be using. Notification must be made within 48 hours of any change in the source of disposal.

**RECORD KEEPING**

The Contractor shall maintain a daily log of all activities that occur within the context of this contract. Records of each month's activities shall be presented whenever requested. The log shall include details of occurrences when the contractor is dispatched to locations where no services can be performed.

**COMMUNICATIONS**

The Contractor shall be on-call seven (7) days each week. Telephone coverage is to be provided as follows:

The Contractor shall provide toll free line service for the duration of the contract, and any extensions thereof. Calls shall be answered, in person, from 8:00 AM to 12:00 Noon and from 1:00 PM to 5:00 PM, each day, and seven (7) days per week. The Contractor shall provide either an answering machine or an answering service at all other times, such that requests for service may be made 24 hours/day, 7 days/week. The Contractor shall provide a FAX number in order that using agencies may communicate service requests 24 hours/days/week. Each Contractor's service vehicle shall be equipped with

a cellular phone for use in the event communication is necessary between the home office and the service vehicle. In addition, it shall be used in the event the contractor cannot locate the deer removal location as specified in the notification of need. The Contractor shall contact the County designee in order to request clarification of the location of service required or shall request escort to the location. The cell phone may also be used by the home office to notify the service vehicle of an additional service location in a municipality already scheduled to be serviced that same day.

### **CONTRACT REPORTING**

The Contractor shall provide a monthly report of service activities to the County and Cooperative Participants. The report shall include the following:

- A chart, by municipality, listing the number of pickups
- Date and time of each request
- Number of deer carcasses removed
- Facility used for disposal
- Exceptional circumstances
- Receipts form disposal facility attached.
- Details of locations unable to be serviced (due to poor direction, carcass already removed, etc.).

### **CONTACT INFORMATION FOR MONTHLY REPORTS**

Mr. Chris Markley  
Mercer County Department of Transportation and Infrastructure  
300 Scotch Road – Building #1  
West Trenton, New Jersey 08628  
609-530-7500 Ext. #107  
[cmarkley@mercercounty.org](mailto:cmarkley@mercercounty.org)

### **EQUIPMENT AND SAFETY**

Attention is called to the large volume of traffic on Mercer County roadways. The maintenance and protection of the traffic flow is of prime importance. The Contractor must carry out his/her work in support of the convenient and safe passage of traffic. When this cannot be accomplished the contractor shall seek the assistance of local police. The Contractor service vehicles shall be equipped with the following safety equipment for his/her personal safety, and that of the motoring public:

- A flashing light bar shall be installed on each service vehicle at a position on the vehicle to be fully visible from the rear of the vehicle.
- A flashing directional arrow device shall be installed on each service vehicle to be fully visible from the rear of the vehicle.
- All equipment shall be installed and operational on the service vehicle required for this contract prior to award of the contract.
- Equipment deficiencies shall be cause for your firm being considered unresponsive and therefore not recommended for contract award.

### CONTRACTOR PERSONNEL

The Contractor's personnel shall wear reflective safety vests when working at a carcass removal site. The Contractor shall utilize safety cones and/or other traffic barriers, as required, to establish a safe work-zone in which to carry out carcass removal. The Contractor shall be responsible for providing all personnel, equipment and vehicles necessary to perform the services defined within this contract.