

May 26, 2022

NOTICE TO CONTRACTORS

Sealed bids will be received by the South Dakota Department of Transportation until **1:30 pm, Wednesday, June 15, 2022** at which time they will be opened for the following project(s):

Project Number	PCN	County	Type of Work	Area Engineer
000i-171 000N-171 000P-171 000i-172 000N-172 000P-172	i6v6 i6v7 i6v8 i6v9 i6va i6vc	Brookings, Codington, Deuel, Grant, Hamlin, Roberts	Pick Up and Dispose of Roadkill Deer	Matt Brey (605-882-5166)

Should you have questions you are encouraged to contact Area Engineer listed for the project.

AVAILABILITY OF PLANS AND PROPOSALS:

Specifications and proposal forms are available at the Aberdeen Regional Office and at the following website: <https://apps.sd.gov/HC65BidLetting/RegionDefault.aspx>

The DOT-123 form provided within the proposal document is for information only. Do not use for bidding purposes. Bids submitted on the enclosed DOT-123 form will be considered void and will not be accepted by the department. Please email the Aberdeen Region office for the DOT-123 form that can be used for bidding purposes to the following:

Scott.Schneider@state.sd.us and Michael.Welch@state.sd.us

The email request for the DOT-123 form shall include the following information, so that the SDDOT can maintain a list of prospective bidders for this project and to maintain a contact list for future region lettings:

Company Name
Mailing Address
Phone Number

Addendums, if any, will be made available on-line at the above website, no later than **48 hours** prior to opening bids. It will be the Contractor's responsibility to check for addendums prior to submitting bids.

CONTENT OF BIDS:

Returned Bids shall include the following ORIGINAL SIGNATURE items all signed in ink:

1. A notarized Contract Proposal (DOT-123). Non-signature items shall be typed or completed in ink.

Bids shall be in sealed envelopes and clearly marked on the outside with the words "BID ENCLOSED" and the letting to which the bid applies. Proposals faxed to the office will not be accepted.

<i>If hand delivering or using a package delivery service, address the envelope:</i>	<i>If using the US Postal Service, address the envelope:</i>
Mark Peterson, Region Engineer Department of Transportation 2735 West Highway 12 Aberdeen, SD 57401	Mark Peterson, Region Engineer Department of Transportation P.O. Box 1767 Aberdeen, SD 57402-1767

Bidders will be required to fill out the blank spaces in the proposal form correctly. The bidder must fill in a unit price for each bid item shown on the proposal form. Bidders will also be required to carry out extensions and determine the "Total or Gross Sum Bid" as indicated in the proposal. The total of any proposal, as determined by the bidder, will be used only for a comparison when bids are publicly opened and read, and any errors noted in extensions or totals will be corrected to determine the "Total or Gross Sum Bid" of any proposal.

Failure to properly carry out any of the above requirements is deemed as sufficient reason to reject any proposal.

BONDING & INSURANCE:

A **bid bond** will not be required.

A **performance bond** will not be required.

Unless the successful bidder already has a **Certificate of Insurance** on file in the Bid Letting Engineer's Office in Pierre, one must be furnished to the Region Office in Aberdeen. The contract award is subject to verification of the Contractor Excise Tax License and receipt of the Certificate of Insurance.

MISCELLANEOUS:

Any person engaged in highway construction work in the State of South Dakota must obtain a motor fuel highway contractor tax license.

The Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, age or disability in consideration for an award.

The Contractor, by signing and submitting a bid or proposal, agrees to provide services in compliance with the Americans with Disabilities Act of 1990.

The Department of Transportation reserves the right to reject any and all bids.

Sincerely,

DEPARTMENT OF TRANSPORTATION

Mark Peterson
Aberdeen Region Engineer

cc:
C. Bennett
J. Hansen
[M. Brey](#)
File

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
February 2021
1 of 1

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		000I		171		i6v6	2329		
		000N		171		i6v7	2329		
		000P		171		i6v8	2329		
		000I		172		i6v9	2329		
		000N		172		i6va	2329		
		000P		172		i6vc	2329		

CITY AND/OR COUNTY: Brookings, Codington, Deuel, Grant, Hamlin, Roberts **BUDGET SOURCE:** FY23 Contract Maintenance

REGION MATERIALS CERTIFICATION REQUIRED: ☐ YES ☒ NO **WIP #:** _____

CERTIFIED INSPECTORS/TESTERS REQUIRED: ☐ YES ☒ NO

TO BE INSTALLED ON CM&P: ☒ YES ☐ NO

TYPE, PURPOSE AND LOCATION OF WORK: Pickup and dispose of Road Kill Deer in the Watertown Area.

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0400	Pickup and Dispose of Road Kill Deer, State Highways	800	Each		
TOTAL					

CONTRACTOR'S PROPOSAL STATEMENT

The undersigned agrees to offer the labor and material in the quantities, at the unit price, for the purpose, in the place, and in accordance with attached provisions. The Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

SUBSTANTIAL COMPLETION DATE _____

PROPOSED START DATE July 1, 2022

FIELD WORK COMPLETION DATE June 30, 2023

SIGNATURE _____

SUBSCRIBED AND SWORN TO BEFORE ME THE
DAY OF _____ **20**____

PRINTED NAME _____

COMPANY _____

NOTARY _____

STR. ADDRESS _____

My Commission Expires: _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

DATE _____

(SEAL) _____

FEDERAL TAX ID NUMBER _____

TO BE FILLED OUT BY STATE PERSONNEL:

The parties agree that the Department of Transportation may execute this contract by electronic signature.

RECOMMENDED FOR APPROVAL:

CONSTRUCTION & MAINTENANCE ENGINEER **DATE** _____

AREA / REGION / OPS ENGINEER **DATE** _____

DIRECTOR OF OPERATIONS **DATE** _____

INTERNAL SERVICES / AUDITS **DATE** _____

ACCEPTED BY SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

NAME _____ **TITLE** _____ **DATE** _____

IF FEDERAL FUNDS WILL BE EXPENDED UNDER THIS AGREEMENT, ACCEPTANCE BY PROJECT DEVELOPMENT IS REQUIRED

PROJECT DEVELOPMENT ENGINEER **DATE** _____

ROAD-KILLED DEER PICKUP AND DISPOSAL PROJECT SPECIFICATIONS

The South Dakota Department of Transportation (SDDOT) and the South Dakota Department of Game, Fish, and Parks (SDGF&P), hereafter referred to as the STATE requires road-killed deer promptly be removed from public highway right of way in Brookings, Codington, Deuel, Grant, Hamlin, and Roberts Counties and disposed of properly.

The STATE agrees to:

1. The SDGF&P will communicate the location of known road-killed deer including the highway number, county, milepost (MRM), or an adequate description of the location from a known point when called by the Contractor.
2. Provide the state Highway Patrol, SDDOT vehicles, local law enforcement and SDGF&P with highly visible, wire staff plastic flags that will be used to mark road-killed deer locations. These flags are to indicate to others the deer has already been reported and to mark locations of road-killed deer not easily seen.
3. Provide the Contractor with a supply of Road-Killed Deer reporting forms.
4. The SDDOT will compensate the Contractor monthly at the contract unit price bid per each deer picked up and disposed of properly. The Contractor may call the SDDOT Watertown Area Office at 605-882-5166 for answers to any payment questions of problems.
5. Provide the Contractor with two magnetic signs which read "Deer Disposal Contractor" to be displayed on the Contractor's vehicle during the route pickups.
6. Provide, at no cost to the Contractor, the Android or iOS SD Roadkill Collection Application for recording road-killed deer pickups.
7. Provide the Contractor training and technical support for the SD Roadkill Collection Application.

The CONTRACTOR agrees to:

1. Telephone the SDGF&P for locations of road-killed deer Monday through Friday, during the hours of 8:00 AM and 5:00 PM. The telephone number for the SDGF&P in Codington, Deuel, Grant, Hamlin, and Roberts County is 605-882-5200. The telephone number for SDGF&P in Brookings County is 605-362-2700. The Contractor may arrange a set reporting schedule with the SDGF&P.
2. Pick up all identified road-killed deer within the project limits as shown on the attached maps at least twice a week. The Contractor is not required to drive the entire route at this time but must pick up the deer that have been identified.
3. Conduct a complete round of every route as shown on the attached maps at least once a week and pick up road-killed deer located within public highway right of way that are observed and have not been reported. This round does not need to be completed in one day and could be in combination with the twice a week pickup above.
4. Notify and advise the SDDOT if circumstances occur that may delay performing services under this Agreement. The Contractor will work with the SDDOT to resolve any problems.

5. Advise the SDDOT within twenty-four hours of the discovery of unsafe conditions at any road-kill site that prevents the Contractor from reasonably accomplishing road-killed deer pickup.
6. Complete the State furnished Road-Killed Deer report tally forms for each deer collected. The Contractor shall have a compact GPS device in order to provide all information on the reporting form. The tally forms are to be delivered at the end of each month to the SDDOT, 5000 9th Avenue SE, Watertown, SD 57201. These forms shall be submitted for processing of the monthly payment.
7. Use the SDDOT approved SD Roadkill Collection Application to report each road-killed deer picked up from the public right of way at the time of pickup. The SD Roadkill Collection Application system requires a mobile device with an Android or iOS operating system which the Contractor must provide.
8. Retrieve and return the plastic flags that marked road-killed deer locations to the SDDOT Watertown Area Office.
9. Dispatch properly equipped vehicles with qualified licensed drivers to pick up the road-killed deer
10. Clearly display a SDDOT provided magnetic sign on each side of the vehicle while collecting road-killed deer. The Contractor will return the magnetic signs to the SDDOT at the end of the Agreement term. If the signs are not returned or are returned damaged, the Contractor will replace them at no cost to the SDDOT.
11. Maintain, in good working condition an amber warning light, strobe, or rotating light. The amber light is to be placed on the upper rear or cab of each vehicle used under this contract. The Contractor shall park his vehicle only on the shoulder of the roadway or on a field approach to keep all traffic lanes open.
12. The Contractor's personnel shall be required to wear a safety vest while working within the project limits. The safety vests shall meet the requirements of ANSI-107-2015 Class 2, for the American National Standard for High-Visibility Safety Apparel and Accessories.
13. Dispose of the entire road-killed deer. No deer or parts thereof may be harvested, sold, bartered, or traded. This would include antlers, meat, hide, etc. The entire carcass must be disposed of.
14. The Contractor will dispose of all deer carcasses in accordance with all state laws, regulations, and county and city ordinances. It is the responsibility of the Contractor to verify with the landfills prior to bidding whether they will accept the carcasses and whether fees will apply. The Contractor should contact the South Dakota Animal Industry Board for information pertaining to disposal of deer carcasses on private property. Any questions concerning this matter may be directed to the South Dakota Game, Fish and Parks.

The Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.

The Agreement may be terminated upon thirty (30) days' written notice by either party. If the Contractor breaches any of the terms or conditions of this Agreement, this Agreement may be terminated by the SDDOT at any time with or without notice. If termination for such a default is effected by the SDDOT, any payments due the Contractor at the time of termination may be adjusted to cover any additional costs to the SDDOT due to the Contractor's default. Upon termination, the SDDOT may take over the work and may award another party on agreement to complete the work under this Agreement. If after the SDDOT terminates for a default by the Contractor it is determined that the Contractor was not at fault, the Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If, for any reason, the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be immediately terminated by the SDDOT. Termination for any of these reasons is not a default by the SDDOT nor does it give rise to a claim against SDDOT.

While performing services under this Agreement, the Contractor is an independent contractor and not an officer, agent, or employee of the SDDOT.

No employee of the Contractor engaged in the performance of services required under this Agreement will be considered an employee of the SDDOT. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by the Contractor will be the SDDOT's obligation or responsibility.

The Contractor will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The Contractor will procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.

The Contractor will indemnify the SDDOT, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the SDDOT, its officers, agents, or employees.

Before the Contractor begins providing service, the Contractor will be required to furnish the SDDOT the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:

- A. The Contractor will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.00.
- B. The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
- C. The Contractor will procure and maintain workers' compensation coverage as required by South Dakota law.

The Contractor will report to the SDDOT any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the Contractor, the SDDOT, or the SDDOT's officers, agents, or employees to liability. The Contractor will report any such event to the SDDOT immediately upon discovery.

The Contractor's obligation under this section will only be to report the occurrence of any event to the SDDOT and to make any other report provided for by the Contractor's duties or applicable law. The Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the SDDOT under this section will not excuse or satisfy any obligation of the Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

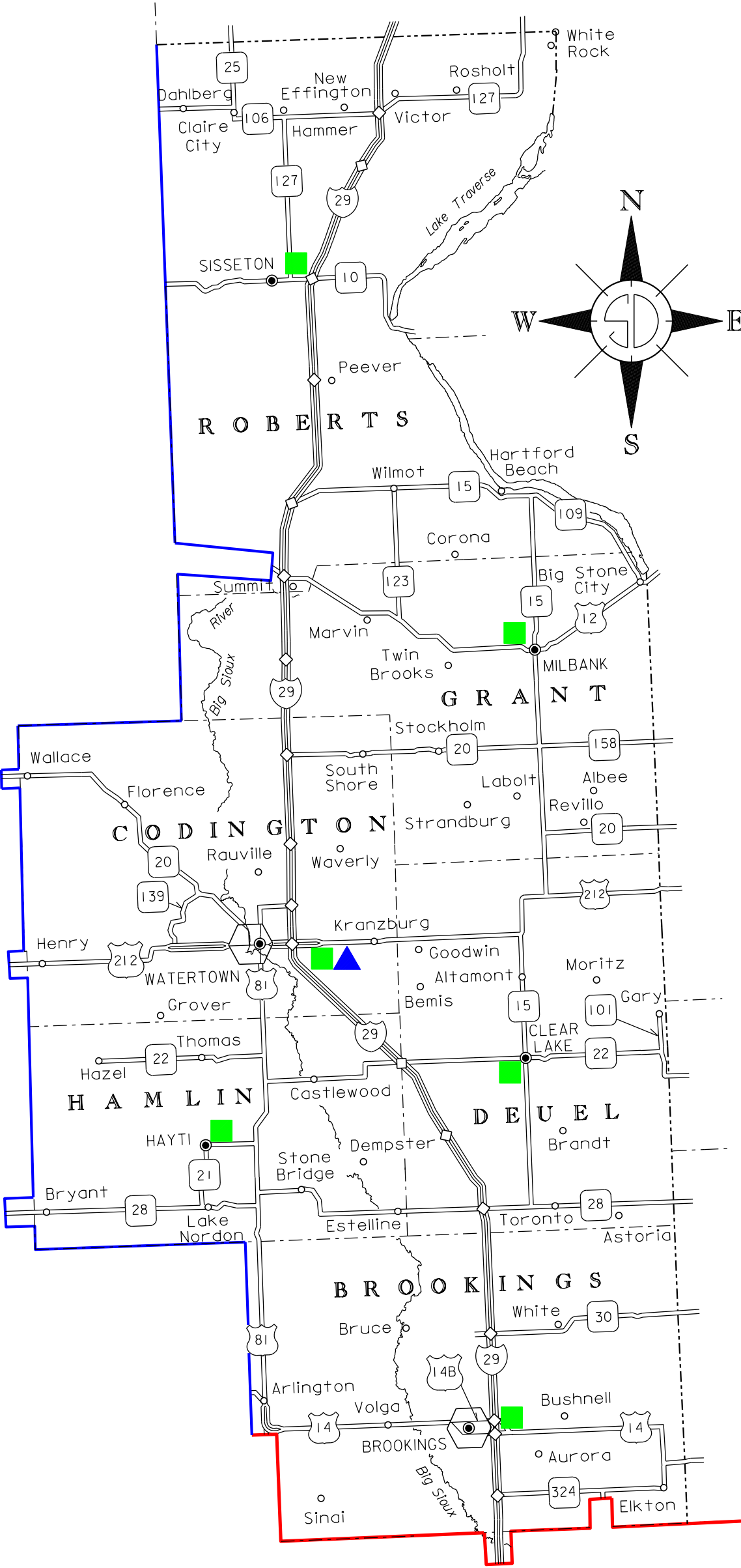
If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

This Agreement will be governed by and construed in the accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Court, Hughes County, South Dakota.

The Contract time shall be from July 1, 2022 through June 30, 2023. The contract may be renewed annually by construction change order if all parties are in agreement.

WATERTOWN AREA



▲ - AREA HEADQUARTERS
■ - MAINTENANCE UNIT

