

April 29, 2025

## **NOTICE TO CONTRACTORS**

Sealed bids will be received by the South Dakota Department of Transportation, Pierre Regional Office until **2:00 pm, CDT, Wednesday, May 14, 2025** for the following project:

<u>Proj. No.</u>	<u>County</u>	<u>Type of Work</u>	<u>Area Office</u>	<u>Completion Date</u>
0009-371	Campbell, Edmunds, McPherson, & Walworth Counties	Road-Kill Deer Removal (East River)	Mobridge	June 19, 2026

### **AVAILABILITY OF PLANS AND PROPOSALS:**

Plans and proposal forms are available 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 Pierre Region office for the DOT-123 form for bidding.

[Shelley.Larson@state.sd.us](mailto:Shelley.Larson@state.sd.us)

The email request for the DOT-123 form will 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:

Contact Name / Company Name  
Mailing Address  
Phone Numbers

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 PROPOSALS:**

Returned Proposals shall include the following items all signed in ink:

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

Bids will be in sealed envelopes and clearly marked on the outside with the words "**BID ENCLOSED**" and the letting to which the bid applies when delivered to the Pierre Regional Office by the time indicated for opening. Proposals faxed to the office will not be accepted. Hand deliver bids or mail to the following:

**Pierre Region Letting  
Attn: Kallie Poss  
South Dakota Department of Transportation  
104 S. Garfield, Bldg A  
2nd Floor, RM 205  
Pierre, SD 57501-5405**

Hand delivered bids may be delivered to the front desk or Room 205 on the 2<sup>nd</sup> floor during the hours of 8:00 am – 5:00 pm, Monday thru Friday. The bid results will be posted on the region letting website following the opening.

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 Pierre before work may begin.

## **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.

DEPARTMENT OF TRANSPORTATION

*Shelley M. Larson*

Shelley Larson  
Region Design Engineer

cc: J. Humphrey – Region Engineer  
C Bennett – Operations  
J. Hanson – Civil Rights  
K. Watkins – DBE Coordinator  
J. Smith – Region Materials  
J. Villbrandt – Mobridge Area  
E. Stroeder – Mobridge Area  
File

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT PROPOSAL**

DOT-123  
February 2021  
1 of 2

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
	M	10W		371	0009	i7WG	2740	182.4	193.2
	M	10E		371	0009	i7WG	2740	203.2	225.2
	M	12		371	0009	i7WG	2740	187.1	233.1
	M	20		371	0009	i7WG	2740	240.8	253.9
	M	47S		371	0009	i7WG	2740	203.6	217.6
	M	47N		371	0009	i7WG	2740	235.1	260.4
	M	83S		371	0009	i7WG	2740	191.3	205.3
	M	83N		371	0009	i7WG	2740	212.8	240.7
	M	130		371	0009	i7WG	2740	193.0	200.1
	M	144		371	0009	i7WG	2740	188.0	190.9
	M	271S		371	0009	i7WG	2740	162.4	173.7
	M	271N		371	0009	i7WG	2740	189.9	203.7
	M	1804S		371	0009	i7WG	2740	339.2	351.6
	M	1804N		371	0009	i7WG	2740	355.5	401.6

**CITY AND/OR COUNTY:** Campbell, Edmunds, McPherson & Walworth **BUDGET SOURCE:** FY25 Contract Maint.

**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:** Contractor Road Killed Deer Removal on Various Routes

**ESTIMATE OF QUANTITIES AND COST**

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (SD10W, MRM 182.4 to 193.2 fm Pollock to Jct. US83)	6	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (SD10E, MRM 203.2 to 225.2 fm Jct. US83 to Eureka)	9	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (US12, MRM 187.1 to 233.1 fm Mobridge to Bowdle)	80	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (SD20, MRM 240.8 to 253.9 fm Jct. US83 to Hoven)	2	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (SD47S, MRM 203.6 to 217.6 fm Jct. SD20 to Jct. US12)	1	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (SD47N, MRM 235.1 to 260.4 fm Edmunds Co. Line to ND Line)	9	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (US83S, MRM 191.3 to 205.3 fm Jct. SD20 to Jct. US12)	13	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (US83N, MRM 212.8 to 240.7 fm N. Jct. US12 to ND State Line)	20	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (SD130, MRM 193.0 to 200.1 fm Selby to Jct. SD271)	1	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (SD144, MRM 188.0 to 190.9 fm Akaska to Jct. US83)	1	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (SD271S, MRM 162.4 to 173.7 in Walworth County)	1	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (SD271N, MRM 189.9 to 203.7 in Campbell County)	2	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (SD1804S, MRM 339.2 to 351.6 fm US12 south)	3	Each		
910E0400	Pickup and Dispose of Road Kill Deer, State Highways (SD1804N, MRM 355.5 to 401.6 fm Mobridge to ND State Line)	20	Each		
<b>TOTAL</b>					

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**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 N/A

FIELD WORK COMPLETION DATE June 19, 2026

SUBSCRIBED AND SWORN TO BEFORE ME THE

DAY OF \_\_\_\_\_, 20\_\_

NOTARY \_\_\_\_\_

My Commission Expires:

DATE \_\_\_\_\_ (SEAL)

PROPOSED START DATE July 1, 2025

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

STR. ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

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 REMOVAL – PROJECT SPECIFICATIONS

PROJECT 0009-371

PCN i7WG

Campbell, Edmunds, McPherson, & Walworth Counties

The South Dakota Department of Transportation and the South Dakota Department of Game, Fish and Parks, hereafter referred to as the STATE, are desirous of having road killed deer promptly removed from the public right of way and disposed of properly.

The STATE agrees to:

1. The South Dakota Department of Transportation will communicate to the Contractor 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 during normal business hours (8:00 AM – 5:00 PM).
2. Provide the State Highway Patrol, County Sheriffs, Department of Transportation and Game, Fish & Parks with highly visible, wire staff, plastic flags that will be used to mark road killed deer locations. These flags are 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 Department of Transportation will compensate the Contractor monthly, at the contract unit price, for each deer picked up and disposed of properly. A contact person and telephone number will be provided to answer any payment questions or problems.
5. The SDDOT will provide, at no cost to the Contractor, the Android or iOS SD Roadkill Collection Application for recording road-kill pick-ups.
6. The SDDOT will provide the Contractor training and technical support for the SD Roadkill Collection Application. The SDDOT will pay the Contractor in accordance with the Payment Schedule included in this Agreement.

The CONTRACTOR agrees to:

1. Pick up road killed deer twice weekly (Tuesday and Friday) after being contacted as described in (1) above. **Continued failure to pick up road killed deer will result in early termination of the contract by the State.**
2. Provide the Department of Transportation with the name of a contact person along with a telephone number, cell phone number, email address and/or a fax number.
3. Dispatch properly equipped vehicles with qualified drivers to pick up the reported deer kill, unless circumstances intervene – such as illness or holidays. In such circumstances, the Department of Transportation will be notified and so advised. The Contractor will work with the Department of Transportation to resolve any such problems.
4. Pick up all road killed deer located within the public highway right-of-way on routes as listed on the contract, regardless if reported or not. Contractor will notify the Department of Transportation of the pick up of road killed deer that have not been reported.
5. Advise the Department of Transportation within twenty-four (24) hours of the discovery of unsafe circumstances at any road killed site that prevents the Contractor from reasonably accomplishing the pick up of a road killed deer.

# ROAD KILLED DEER REMOVAL – PROJECT SPECIFICATIONS

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Campbell, Edmunds, McPherson, & Walworth Counties

6. Complete the State furnished Road Killed Deer Report forms for all deer collected. The forms shall be submitted at the end of each month to the Department of Transportation, Mobridge Area Office, PO Box 488, 2311 W Hwy 12, Mobridge, SD 57601. [The completed forms will include the Date Notified, County, Highway number, MRM location, GPS Coordinates or Latitude/Longitude, Species, Sex and Date Picked Up.](#)
7. The Contractor will dispose of any plastic flags that have marked deer locations along with the road killed deer.
8. The Contractor will provide an android or IOS mobile device to access State-provided SD Roadkill Collection Application.
9. The Contractor will use the State-provided SD Roadkill Collection Application to Report each road-killed animal picked up from the road right of way at the time of pick-up.
10. Maintain, in good working condition at all times, an amber warning light, strobe or rotating light, approved by the Department of Transportation. The amber light is to be placed on the upper rear – or cab – of each vehicle used under this contract. The amber light will supply a safety warning while loading the road killed deer or otherwise occupying the right-of-way in performing the services of the contract. The Contractor shall park his vehicle on a field entrance or on the shoulder of the highway so as to not impede traffic on the highway.
11. Purchase and maintain liability insurance for the duration of the Contract to cover property damage or bodily injury as imposed by law. This liability insurance shall contain a minimum coverage amount of \$500,000.00. This insurance shall cover all operations under the contract whether performed by the Contractor or a subcontractor. **(This liability insurance is above and beyond normal liability insurance typically associated with homeowners, automobile, etc. The Bidder is strongly encouraged to contact an insurance company prior to submitting bids for this contract to obtain quotes for this insurance.)**
12. Worker's Compensation Insurance shall meet the requirement of the South Dakota Workmen's Compensation Law.
13. Before commencing the work, the Contractor shall furnish a certificate of insurance, certifying that the policies will not be changed until 30 days written notice has been given to the Department of Transportation. The certificates of insurance shall provide evidence that sufficient liability insurance, with a minimum coverage amount of \$500,000.00 is carried.
14. The Contractor will dispose of each deer properly in accordance with all State laws, regulations, and County/City ordinances. Disposal regulations may be obtained from Nathan Baker with the Game, Fish and Parks Services. The telephone number is (605) 223-7709.
15. Contractor agrees to comply with the American with Disabilities Act of 1990.
16. The Contractor is NOT entitled to harvest any part or parts from any road killed deer. The entire carcass must be disposed of.

# **ROAD KILLED DEER REMOVAL – PROJECT SPECIFICATIONS**

PROJECT 0009-371

PCN i7WG

Campbell, Edmunds, McPherson, & Walworth Counties

- 17 Provide services as defined and described above within Campbell, Edmunds, McPherson & Walworth Counties as shown on the enclosed map.
- 18.. Indemnify, save and hold harmless, the Department and all its employees and agents from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of, the execution or performance of the work provided for under this contract, whether or not the Contractor is itself negligent or otherwise culpable, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever nature or character arising under this contract whether or not the Contractor is itself negligent or otherwise culpable. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from the acts or omissions of the State, its officers or employees.

## ROAD KILLED DEER REMOVAL

# Projects 0009-371

PCN i7WG

[illegible]

Contractor Signature

Date \_\_\_\_\_



# PIERRE REGION MAINTENANCE UNIT 371

