

May 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, Thursday, June 12, 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>
0009-351	Lyman, Stanley, Hughes, Hyde, Sully & Potter Counties	Road-Kill Deer Removal	Pierre	June 30, 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  
D. VanDeWiele – Pierre Area  
T. Kallemeyn – Pierre Area  
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						
	M	14W		351	0009	i7WX	2740	203.4	228.35
	M	14E		351	0009	i7WX	2740	228.35	263.2
	M	34		351	0009	i7WX	2740	211.6	257
	M	083S		351	0009	i7WX	2740	87.2	119.52
	M	083N		351	0009	i7WX	2740	138.7	191.2
	M	1804		351	0009	i7WX	2740	250.5	303.3
	M	1806		351	0009	i7WX	2740	138.5	221.1
	M	212		351	0009	i7WX	2740	208.1	244.9

CITY AND/OR COUNTY: Lyman, Stanley, Hughes, Hyde, Sully & Potter BUDGET SOURCE: FY26 Contr Maint DOT

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 to pick up road killed deer on various routes in Pierre Area

**ESTIMATE OF QUANTITIES AND COST**

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0400	Pick Up & Dispose of Road Kill Deer US Hwy 14W, MRM 203.4 to 228.35	15	Each		
910E0400	Pick Up & Dispose of Road Kill Deer US Hwy 14E, MRM 228.35 to 263.2 at Harrold SD	45	Each		
910E0400	Pick Up & Dispose of Road Kill Deer SD34, MRM 211.6 to 257.0 or Jct w/47	40	Each		
910E0400	Pick Up & Dispose of Road Kill Deer US83S, MRM 87.2 to 119.52 Pierre to I90	25	Each		
910E0400	Pick Up & Dispose of Road Kill Deer US83N, MRM 138.7 to 191.2 Pierre to SD20	40	Each		
910E0400	Pick Up & Dispose of Road Kill Deer SD1804, MRM 250.5 to 303.3 fm 14 to 212	35	Each		
910E0400	Pick Up & Dispose of Road Kill Deer SD1806, MRM 138.5 to 221.1 in Lyman/Stanley Co	10	Each		
910E0400	Pick Up & Dispose of Road Kill Deer US212, MRM 208.1 to 244.9 in Potter Co	20	Each		
<b>TOTAL</b>					

**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 PROPOSED START DATE July 1, 2025  
 FIELD WORK COMPLETION DATE June 30, 2026 SIGNATURE \_\_\_\_\_  
 SUBSCRIBED AND SWORN TO BEFORE ME THE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_  
 DAY OF \_\_\_\_\_, 20\_\_\_\_ 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 Project Specifications

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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 STATE 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.
2. Provide the State Highway Patrol, DOT vehicles, 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. The Contractor will use the SDDOT-approved SD Roadkill Collection Application to report each road-killed animal picked up from the road right of way at the time of pick-up. The SDDOT will provide, at no cost to the Contractor, the Android or iOS SD Roadkill Collection Application for recording road-kill pick-ups. The SD Roadkill Collection Application system requires a mobile device with an Android or iOS operating system which the Contractor must provide. The SDDOT will provide the Contractor training and technical support for the SD Roadkill Collection Application.
4. The STATE will compensate the Contractor monthly, at the contract unit price, for each deer picked up and disposed of properly. Any payment questions and problems should go to SDDOT Pierre Area Office at 104 S. Garfield Ave. Building A, Pierre, SD 57501 or (605) 773-5294.
5. The STATE will provide the Contractor with two magnetic signs to be used on the vehicle used to pick up deer. These signs to will read "Deer Disposal Contractor". The Contractor will return these signs to the STATE in good condition at the end of the contract. If the magnetic signs are damaged the Contractor will supply the STATE with replacement signs at no cost to the STATE.

The CONTRACTOR agrees to:

1. Pick up of road-killed deer will be no less frequent than Tuesdays and Fridays after being contacted by the STATE. Road-killed deer reported before noon Tuesday are to be picked up by the end of the work day on the following Friday. Road-killed deer reported before noon on Friday are to be picked up by the end of the work day on the following Tuesday. Continued failure to pick up road-killed deer may result in early contract termination by the STATE.
2. Contractor will provide the STATE with the name of a contact person along with a cell phone number and e-mail address. Contractor must have an e-mail account. Notification to the Contractor

of road-killed deer and location will be communicated **via e-mail**. E-mail timestamp will serve as guideline by which road-killed deer shall be picked up.

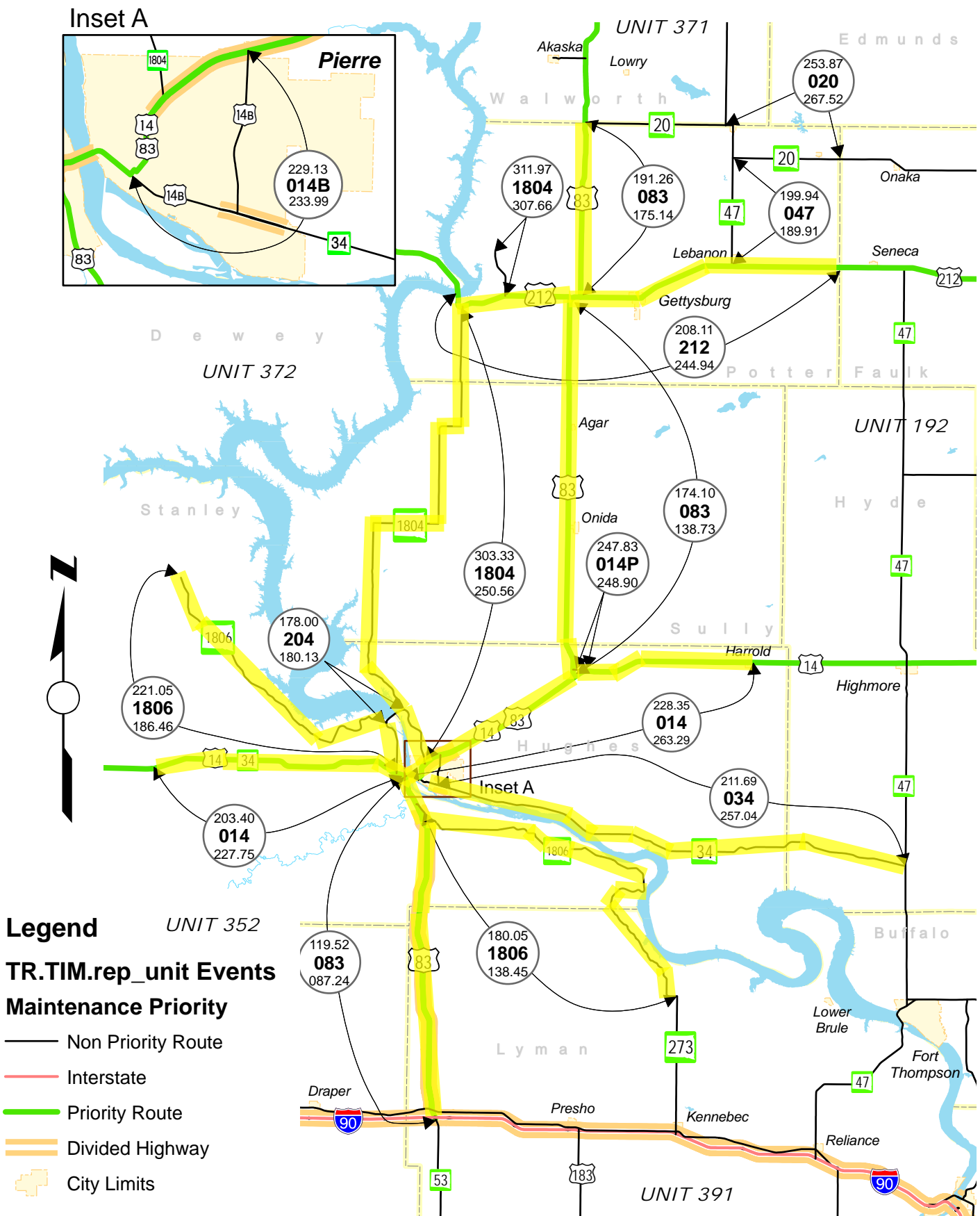
3. Dispatch properly equipped vehicles with qualified drivers to pick up the reported deer kill, unless circumstances intervene – such as illness or holidays. In such circumstances, the Contractor shall promptly notify the STATE so that other arrangements can be made. The Contractor will work with the STATE 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 STATE of the locations of road-killed deer that were not reported but properly disposed of.
5. Advise the STATE within twenty-four (24) hours of the discovery of unsafe circumstances at any road-kill site that prevents the Contractor from reasonably accomplishing the pick-up of a road-killed deer.
6. Complete the “SDDOT Pierre Area Deer Kill Tally Sheet” (copy attached) and submit at the end of each month for payment. Monthly forms shall be submitted to SDDOT Pierre Area at 104 S. Garfield Ave. Building A, Pierre, SD 57501 either by mail or in person.
7. The Contractor will dispose of any plastic flags that have marked deer locations, along with the road-killed deer.
8. Maintain, in good working condition at all times, an amber warning light, strobe or rotating light, approved by the STATE. The amber light is to be placed on the upper rear or cab of each vehicle used under this contract. The amber light is to be operating and will promote safety while loading road-killed deer, traveling at speeds less than 40 mph, or otherwise occupying the right-of-way while performing services under this contract. This rotating light shall be a minimum of 55 watt halogen bulb.
9. The Contractor shall park his vehicle only on the shoulder of the roadway or on a field approach so as to keep all traffic lanes open.
10. The Contractor shall wear highly visible clothing and/or safety vests when working near traffic. Safety vests will need to meet ANSI-107-2004 Class 2 Standards.
11. Purchase and maintain commercial 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 and insurance company prior to submitting bids for this contract to obtain quotes for this insurance.)**

12. Prior to commencing work, the Contractor shall furnish certificates of liability insurance in the amount of \$500,000.00. The Contractor may not change carrier coverage unless the STATE has been given thirty (30) days written notice. This notice must be submitted to SDDOT Pierre Area at 104 S. Garfield Ave. Building A, Pierre, SD 57501.
13. Worker's Compensation Insurance shall meet the requirement of the South Dakota Workmen's Compensation Law.
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 SD Game, Fish, and Parks Services at (605) 223-7709.
15. The Contractor agrees to comply with the American Disabilities Act of 1990.
16. The Contractor is NOT entitled to harvest any part(s) from any road-killed deer. The entire carcass must be disposed of.
17. Provide services as defined and described above within the Pierre Area as shown on the enclosed map.
18. Indemnify, save and hold harmless, the STATE and all its employees and agents from any and all claims, demands, actions, or causes of actions of the work provided for under this contract, whether or not this Contractor is itself negligent or otherwise culpable.

# SDDOT Pierre Area Deer Kill Tally Sheet

[illegible]

# Pierre Region Maintenance Unit 351



December 2009