

Invitation to Bid – Invasive Plant Treatments, Custer County

Last Updated: 6/2/2026

Project Title: Invasive Plant Treatments, Custer County

Project Locations: Two locations are to be treated (1,009 acres total) – both on property owned/managed by the U.S. Forest Service, Black Hills National Forest, Hell Canyon Ranger District, in Custer County, SD:

- 1) Hand Spring Timber Sale – 605 acres
- 2) Qury Fire Burned Area – 404 acres

Project Administrator: Custer County Weed and Pest, County of Custer, SD

Landowner: U.S. Forest Service, Black Hills National Forest, Hell Canyon Ranger District

Category/Description: Herbicide treatment of invasive plant species

Contracting Method: Competitive sealed bids

Project Status: Project to start within 15 days of proposal acceptance and completion by October 15, 2027 (exception: Qury Fire area must be completed by June 3, 2027)

Proposals/Bids Due Date: June 23, 2026, submitted to Custer County Auditor’s office by 4:45 pm MDT

Opening of Sealed Bids: June 24, 2026, Commission Meeting at 8:30 am MDT

Awarding of Bid: Successful Bidder/Contractor will be given a Notice of Award within 14 days of Bid Opening date.

Terms: Contractor to propose easily judged completion targets and appropriate progress payments.

Project Specifications

This work consists of treating invasive plant species (noxious weeds) with herbicides and providing treatment data, including geospatial files to the Project Coordinator (i.e., Custer County Weed and Pest Supervisor). The Project includes the following work, but unlisted work or omitted details should be identified by the proposer in their proposal to ensure the project is successful and satisfies the project’s purpose:

1. Treatment Areas:

- a. Hand Spring Timber Sale Area: All treatments will take place within the contract area boundary and associated haul routes (Figure 1). Treatment location priority will be as follows: 1) weed populations within 50 feet of any road, 2) any other weed populations within the contract area (i.e., treatment units, temporary roads, landings, skid trails, haul routes, disturbed areas or other).
- b. Qury Fire Burned Area: All treatments will take place within boundaries of the Qury Fire scar area (Figure 2).

2. **Species to Treat:** The Successful Bidder/Contractor shall treat all noxious weeds listed in Table 1 (Invasive Plant Priority Management List), in order of priority beginning with Class A species, followed by Class B, and then Class C species.
3. **Period of Performance:** The growing season of target plants generally begin on or around June 1st of each year with the growing season ending around September 30th of any given year. Work shall commence when target plants are actively growing and when weather conditions make them most susceptible to herbicide effects as per the manufacturers' recommendations. Spraying may need to occur multiple times at a location to treat weeds during the appropriate time of year and to treat weeds that have not emerged at the beginning of the season.
4. **Approved Herbicides:** All herbicides used within the Black Hills National Forest must have a risk assessment and worksheet as well as be approved by the State of South Dakota. A list of these herbicides can be viewed at the USDA Forest Service National Headquarters Forest Health protection website (<https://www.fs.usda.gov/science-technology/forest-health-protection/integrated-pest-management/pesticide-use-risk-assessments-and-worksheets>). Application rates and products applied to various species of noxious weeds are dependent upon species, location, and stage of plant growth. Follow manufactures direction when selecting herbicide for each weed species. When working in riparian areas or wetlands, the Successful Bidder/Contractor shall use aquatic designated herbicides.
5. **Herbicide Applications:** Treatment shall consist of herbicide application directly onto target plants, with little to no (less than 5% of application area) harmful effects to non-target plant species from herbicide drift. Application methods may consist of site-specific application from ground-based, horse-mounted spray rigs, backpack, or motorized trucks, trailers, ATV's and UTV's. Any other method or treatment must be agreed to with the Project Coordinator. All spray equipment shall be calibrated to ensure herbicide is applied according to manufacturer's recommended application rates. The Successful Bidder/Contractor shall comply with all Federal and South Dakota state laws, certifications, and applicator licensing requirements for treating noxious weeds. Applicator spray records shall conform to South Dakota State standards.
6. **Weather Conditions:** Herbicide shall not be applied if temperatures exceed 95 degrees and/or the wind speed exceeds 10mph in all areas excluding aquatic areas. Within the aquatic areas, herbicide shall not be applied if temperatures exceed 95 degrees and/or the wind speed exceeds 2mph. Refer to the appropriate herbicide label for additional application conditions.
7. **Water and Mixing:** The Successful Bidder/Contractor shall provide their own water for treatment or obtain approval from the Project Coordinator for any use of on-site water sources for tank mixes. Any on-site mixing will occur at least 100' from any stream course, spring, or wetland.
8. **Use of Dye:** A blue dye in the herbicide shall be used to identify location of treatments. The Successful Bidder/Contractor when needed, will use flagging to identify the perimeter of weed treatment areas. This flagging will remain in place until the treatment has been inspected.
9. **Geospatial Data:** The Successful Bidder/Contractor is required to collect geospatial data via GPS for all weed treatments and collect a separate geospatial file for all Class A & B priority species found to exist within infestations of non-priority species. Geospatial data will include attributes listed in Table 2 and be compatible with ESRI ArcGIS software. All geospatial data will be provided as polygons. Small and linear treatments may be mapped as a point or line; however, they must be converted into polygons of the correct dimensions. All weed treatments will

include attributes listed in Table 2. All geospatial data will be provided in North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS 1984) in the Universal Transverse Mercator (UTM) Zone 13 N coordinate system. Geospatial data and attributes will be submitted to the Project Coordinator upon request or by the end of September of the project year.

10. **Safety and Contamination:** The Successful Bidder/Contractor shall follow all manufacture label directions in dealing with application rates, personal safety, and contamination, and shall submit to the Project Coordinator the herbicide labels and Safety Data Sheets (SDS) for all products utilized during performance of this contract. Successful Bidder/Contractor employees shall wear required personal protective equipment as identified on the herbicide labels, company safety plan, and SDS. Successful Bidder/Contractor shall monitor environmental precautions and utilize special care when operating boom sprayers in close proximity to private property, animals, crops, water developments, fields, and shelterbelts to minimize over spray or contamination. Preparation of tank mixes, cleaning equipment, disposing of herbicide containers shall not occur at any Forest Service Administrative site or other public facility.
11. **Labor/Supplies/Etc.:** The Successful Bidder/Contractor shall provide all labor, equipment, herbicides, supplies, services, permits, licensing, supervision, workman's compensation, unemployment insurance, and transportation to accomplish weed treatment and inventory.
12. **Weed Seed Free Equipment:** Equipment being used for the requirements under this contract shall be cleaned prior to entering the Black Hills National Forest and cleaning may be required between sites.
13. **Accessibility:** A map identifying the treatment locations will be provided. Specific site maps identifying units and road access are attached. There may be project management areas that have limited access due to travel restrictions and/or terrain. Contractors should be aware that areas could have steep terrain as well as limited travel due to downed timber, fences, private land intermixing, as well as other obstacles that will impede travel and treatment.
14. **Qualifications:** The Successful Bidder/Contractor and employees shall be experienced in noxious weed and invasive weed management, plant identification, herbicide application, and knowledge of GIS/GPS. Regardless of project area, the contractor and employees should be proficient in identifying target and non-target species in all stages of development. The contractor and employees should possess a basic knowledge of regional sensitive plant species, the Black Hills National Forest's species of local concern, and identification of these plants in all stages of development.
15. **Contractor Quality Control:** The Successful Bidder/Contractor shall provide and maintain an inspection system acceptable to the Project Coordinator covering the services under this contract. Services include customer satisfaction, treatments performed, workmanship, mapping documentation, and material furnished or utilized in the performance of services. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Project Coordinator during contract performance.
16. **Contractor Self Inspection:** The Contractor's descriptive method of self-inspection to ensure that the performance requirements are being met shall describe how the contractor will monitor performance of the tasks and address at a minimum the following performance requirements: Applicator Report, Self-Inspection field procedures, and GIS data layers to be provided.
17. **Project Coordinator Inspections:**

The Successful Bidder/Contractor will immediately notify the Project Coordinator when treatments are completed and ready for inspection. Surveillance will be performed through:

- a. Visual inspections
- b. Random visual inspections
- c. Random plot sampling
- d. Random compliance checks of Contractors
- e. Verification of data

The Project Coordinator has the right to inspect and test all services called for by the contract tasks, to the extent practicable at all times and places during the term of the contract. The Project Coordinator will perform inspections and tests in a manner that will not unduly delay the Contractor(s) work.

Treatment inspections are for the sole benefit of the Project Coordinator and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements. If work quality falls below acceptable quality levels the Project Coordinator will request a re-work if possible. Unsatisfactory deliverables shall be reworked to obtain satisfactory quality.

18. **Indemnification:** The Successful Bidder/Contractor agrees to indemnify, save and hold harmless Custer County and the U.S. Forest Service, 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 reason of, the execution of performance of the work provided for under this contract whether or not the Contractor itself is 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 on whatsoever nature or character arising under this contract whether or not the Contractor is itself negligent or otherwise culpable.

Additional Details

- Custer County reserves the right to reject any and all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Project Coordinator believes that it would not be in the best interest of Custer County to make an award to that Bidder.
- If the Contract is to be awarded, Project Coordinator will give the Successful Bidder/Contractor a Notice of Award within 14 days of Bid Opening date for acceptance of the Bid.
- Any alleged oral agreements or arrangements made by Bidders/Proposers with Custer County will be disregarded in any proposal evaluation or associated award.
- Custer County reserves the right to cancel, amend, modify, or otherwise change this Invitation to Bid at any time if it deems it to be in the best interests of Custer County.
- All Bids/Proposals shall become the property of Custer County and will not be returned. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result

of this Invitation to Bid, shall be the sole property of Custer County unless otherwise stated in the contract.

- This Invitation to Bid is not a contract and, alone, shall not be interpreted as such. Rather, this Invitation to Bid serves only as the instrument through which Bids/Proposals are solicited. Custer County will pursue negotiations with the selected Bidder/Proposer. If, for some reason, Custer County and the initial Bidder/Proposer fail to reach consensus on the issues relative to a contract, then Custer County may commence contract negotiations with other Bidders/Proposers. Custer County may decide at any time to start the Invitation to Bid process again. The selected Bidder/Proposer will be required to sign a formal contract.

Restriction of Prohibited Entity:

In accordance with the South Dakota Codified Law 5-18A, any bidder or offeror submitting a bid or offer in response to this document certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People’s Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

Questions:

Questions regarding this Invitation to Bid can be directed to Mike Baldwin, Custer County Weed and Pest Supervisor. Phone: (605) 673-5680. Email: mbaldwin@custercountysd.com

NOTE: All bids to be sealed and submitted to the attention of “Invasive Plant Treatments, Custer County” Custer County Auditor’s Office, 420 Mt. Rushmore Rd, Custer, SD 57730 by the stated Proposal/Bid Due date.

Figure 2. Query Fire Burned Area. Location to the southeast of Custer, Custer County, SD.

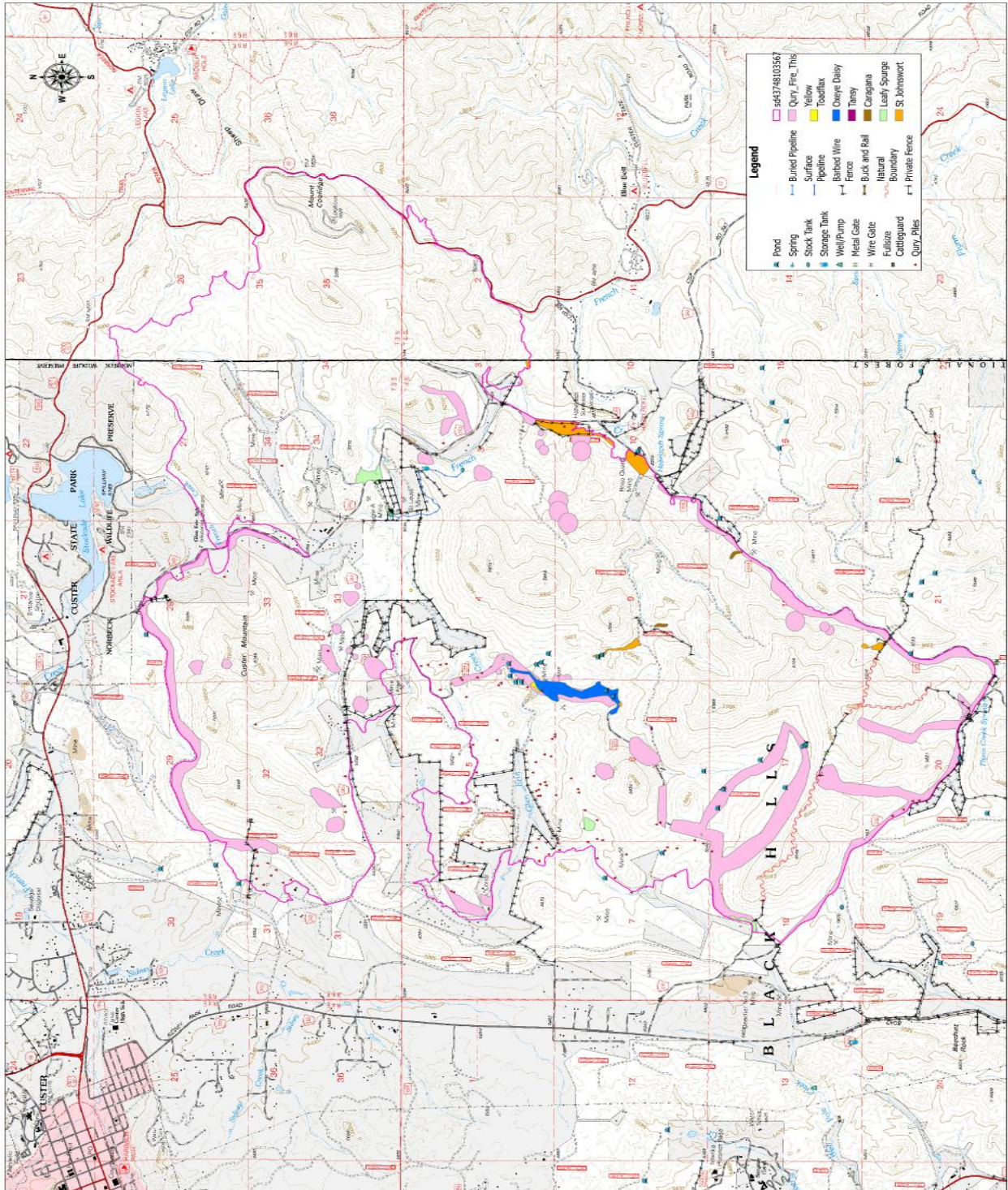


Table 1. Invasive Plant Priority Management List (2025) established by the Black Hills Invasive Plant Partnership (BHIPP).

Priority Class	Species
Class A	BROWN KNAPWEED (<i>Centaurea jacea</i>) COMMON TEASEL (<i>Dipsacus fullonum</i>) DYERS WOAD (<i>Isatis tinctoria</i>) EURASIAN WATERMILFOIL (<i>Myriophyllum spicatum</i>) GIANT KNOTWEED (<i>Fallopia sachalinensis</i>) HOARY ALYSSUM (<i>Berteroa incana</i>) MEADOW SAGE (<i>Salvia pratensis</i>) MEADOW HAWKWEED (<i>Hieracium caepitosum</i>) MEDUSA HEAD (<i>Taeniatherum caput-medusae</i>) MYRTLE SPURGE (<i>Euphorbia myrsinites</i>) ORANGE HAWKWEED (<i>Hieracium aurantiacum</i>) PERENNIAL PEPPERWEED (<i>Lepidium latifolium</i>) PURPLE LOOSESTRIFE (<i>Lythrum salicaria</i>) RUSSIAN KNAPWEED (<i>Centaurea repens</i>) SICKLEWEED (<i>Falcaria vulgaris</i>) SPURGE FLAX (<i>Thymelaea passerina</i>) TANSY RAGWORT (<i>Jacobaea vulgaris</i>) TALL BUTTERCUP (<i>Ranunculus acris</i>) TALL HAWKWEED (<i>Hieracium piloselloides</i>) VENTENATA (<i>Ventenata dubia</i>) WILD PARSNIP (<i>Pastinaca sativa</i>) YELLOW BLUESTEM (<i>Bothriochloa ischaemum</i>) YELLOW FLAG IRIS (<i>Iris pseudacorus</i>) YELLOW STARTHISTLE (<i>Centaurea solstitialis</i>)
Class B	ABSINTH WORMWOOD (<i>Artemisia absinthium</i>) BULBOUS BLUEGRASS (<i>Poa bulbosa</i>) BLACK HENBANE (<i>Hyoscyamus niger</i>) COMMON TANSY (<i>Tanacetum vulgare</i>) *DALMATIAN TOADFLAX (<i>Linaria dalmatica</i>) DIFFUSE KNAPWEED (<i>Centaurea diffusa</i>) GARLIC MUSTARD (<i>Alliaria petiolata</i>) HOARY CRESS (<i>Cardaria draba</i>) LEAFY SPURGE (<i>Euphorbia esula</i>) OXEYE DAISY (<i>Leucanthemum vulgare</i>) PERENNIAL SOW THISTLE (<i>Sonchus arvensis</i>) PHRAGMITES (<i>Phragmites</i>) SALT CEDAR (<i>Tamarix spp.</i>) SPOTTED KNAPWEED (<i>Centaurea maculosa</i>)

Class B - continued	
	ST JOHN'S-WORT (<i>Hypericum perforatum</i>) SULFUR CINQUEFOIL (<i>Potentilla recta</i>) WHITE HOREHOUND (<i>Marrubium vulgare</i>) *YELLOW TOADFLAX (<i>Linaria vulgaris</i>)
Class C	
	BABY BREATH (<i>Gypsophila</i>) BULL THISTLE (<i>Cirsium vulgare</i>) CANADA THISTLE (<i>Cirsium arvense</i>) CHICORY (<i>Cichorium intybus</i>) COMMON BURDOCK (<i>Arctium minus</i>) COMMON MULLEIN (<i>Verbascum thapsus</i>) CURLY PONDWEED (<i>Potamogeton crispus</i>) HOUNDSTONGUE (<i>Cynoglossum officinale</i>) MUSK THISTLE (<i>Carduus nutans</i>) POISON HEMLOCK (<i>Conium maculatum</i>) PUNCTUREVINE (<i>Tribulus terrestris</i>) SCOTCH THISTLE (<i>Onopordum acanthium</i>) WATER HEMLOCK (<i>Cicuta spp.</i>)

* Including all hybrid species of Toadflax

Table 2. Geospatial Attribute List.

Field Name	Length	Type
DISTRICT	20	Text
PROJECT_NAME	50	Text
JOB_CODE	10	Text
EXAMINER	60	Text
DOMINANT_LIFEFORM	50	Text
WEED_CODE1	50	Text
CANOPY_COVER1	10	Text
WEED_CODE2	50	Text
CANOPY_COVER2	10	Text
WEED_CODE3	50	Text
CANOPY_COVER3	10	Text
BUFFER		Short Integer
APPLICATION_METHOD	50	Text
CHEMICAL_STD_MIXES	50	Text
CHEMICAL1	50	Text
RATE1		Float
CHEMICAL2	50	Text
RATE2		Float
CHEMICAL3	50	Text
RATE3		Float
SURFACTANT	50	Text
MECHANICAL	50	Text
BIOCONTROL	50	Text
TEMPERATURE	10	Text
WIND_DIRECTION	10	Text
WIND_SPEED	10	Text
RH	10	Text
DISTANCE_H2O	10	Text
OTHER	100	Text
COMMENT	100	Text