

STATE OF SOUTH DAKOTA  
OFFICE OF PROCUREMENT MANAGEMENT  
523 EAST CAPITOL AVENUE  
PIERRE, SOUTH DAKOTA 57501-3182

**USDA TRUCKING - ANNUAL**

NOTICE

ADDENDUM 1

DATE: December 16, 2011

BUYER: Lisa Hubbard

PHONE: 605-773-4580

VENDOR:

**DIZCO, INC.**

4915 North National Avenue

Sioux Falls, SD 57104

Contact: Darrold Dean

Phone: 605-334-7407

Fax: 605-339-1792

Vendor #12033144

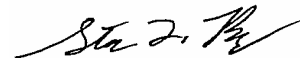
E-mail: DizcoInc@yahoo.com

CONTRACT #16043

Addendum 1 is being issued for the following:

Contract 16043 has been extended until December 31, 2012.

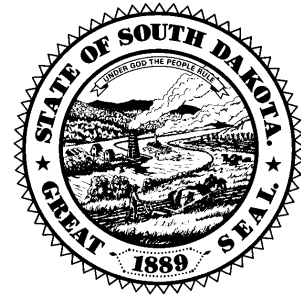
All terms and conditions specified on the contract remain unchanged.



Steven L. Berg, Director  
Office of Procurement Management



PMB 01231  
BUREAU OF ADMINISTRATION  
OFFICE OF PROCUREMENT MANAGEMENT  
523 EAST CAPITOL  
PIERRE, SD 57501-3182  
(605) 773-3405  
FAX (605) 773-4840



## USDA TRUCKING

### NOTICE OF AWARDS

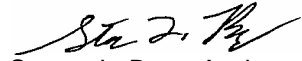
Buyer: Lisa Hubbard, 014  
Phone: 605-773-4580  
Fax: 605-773-4840  
Email: Lisa.Hubbard@state.sd.us

Date: November 29, 2010

- 1. Contract Term:** This notice establishes contract(s) resulting from IFB # 25436 for a period of one year, from January 1, 2011 through December 31, 2011 inclusive. The IFB and the vendor's response, along with the South Dakota Vendor's Manual are made part of the vendor's contract by this reference.
- 2. Extension:** The State may, at its own discretion, extend a contract for an additional two (2) months past the original contract expiration date. Further extensions may be for a period of one year. Notice shall be given by the State to the vendor at least 60 days prior to the termination of the contract, and the vendor shall agree to such extension within 30 days thereafter, before such extension period shall become effective.
- 3. Pricing:** All prices quoted in the referenced proposal are firm for the term of this contract. Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under the vendor's price, the State reserves the right to purchase the lower priced product.
- 4. Delivery:** The contractor shall furnish and deliver all of the awarded items of supplies, equipment, and commodities enumerated in the schedules and specifications, at the price and according to the terms and conditions, and of the kind, quality, and amounts and at the times specified in the schedules and specifications. The supplies, equipment and commodities shall be delivered to the Director of the Office of Procurement Management or to such State Department or State agency as he shall direct and such delivery shall be made without cost to the State.
- 5.** In the event of the inability or failure of the contractor to furnish and deliver any item or items enumerated in the schedules and specifications at the time and in accordance with the terms and conditions therein provided, the Director of the Office of Procurement Management may contract for or purchase such supplies, equipment, and commodities in the open market and the contractor shall make good the excess over the price named in the schedule and specifications and the cost of such supplies, equipment, and commodities in the open market provided however, that the foregoing provisions shall not apply where other penalties for any default in the performance of the conditions of this contract are provided for in the schedules and specifications.
- 6. Surety:** This contract(s) shall be in full force and effect upon the execution and delivery thereof and the furnishing and delivery by the Contractor, to the Office of Procurement Management, of a good and sufficient Surety Bond in the sum required by the above-referenced solicitation, to be approved by the Office of Procurement Management.

7. STATE AGENCIES MUST INCLUDE ITEM NUMBERS AND A BRIEF DESCRIPTION WHEN ORDERING FROM THIS CONTRACT.

Signature:



Steven L. Berg, Assistant Director  
Office of Procurement Management

#### CONTRACTORS

**DIZCO, INC.**

4915 North National Avenue  
Sioux Falls, SD 57104-0525

Contact: Darrold Dean

Telephone: (605) 334-7407

Fax: (605) 339-1792

Email: [Dizcoinc@yahoo.com](mailto:Dizcoinc@yahoo.com)

Contract: 16043

This contract provides delivery services to recipient agencies in a variety of USDA food distribution programs including but not limited to the National School Lunch Program (NSLP), The Emergency Food Assistance Program (TEFAP) and the Summer Food Service Program (SFSP). The majority of agencies in NSLP receive deliveries from September through May. SFSP and TEFAP agencies typically receive a shipment in June along with school that operate year-around. The specific delivery schedule will be handled through CANS and DIZCO.

Delivery services will be in accordance with Federal Regulations Part 250 and Part 251. These regulations may be located at the following site: [http://www.fns.usda.gov/fdd/regs/fd\\_regulations.htm](http://www.fns.usda.gov/fdd/regs/fd_regulations.htm)

The State is divided into three delivery zones. USDA food storage for South Dakota is currently located at Nordica Warehouses, Sioux Falls, SD.

1. Equipment:

All trucks have refrigeration and heating units. All trucks are equipped with portable bulkheads to allow delivery of frozen and dry commodities on same truck.

DIZCO is liable for the type of trucks used for delivery. Sub-contracted trucks used by DIZCO must be approved by CANS prior to use.

Each unit contains a conveyor roller system or equivalent for unloading the truck at the local sites.

DIZCO will exchange standard size pallets with the warehouse contractor or arrange for replacement pallets. The State of South Dakota shall not be responsible for loss of pallets.

2. Loading Procedure:

Warehouse contractor will be responsible for loading product from warehouse dock into delivery vehicles.

3. Unloading Procedure:

DIZCO will be responsible for delivering all commodities to the designated receiving area of the recipient agency. DIZCO must receive the signature of the authorized representative or designee on the delivery order. DIZCO must allow sufficient time for the recipients to check the delivery prior to leaving the receiving area.

4. Delivery Schedules:

Delivery to all recipient agencies will be within a 3-week period each month approved by CANS. CANS and DIZCO will coordinate the delivery schedule.

5. Delivery Hours:

Delivery hours must be between 7:00 AM and 4:00 PM, Monday through Friday, with the exception of holidays that school is not in session, unless specific arrangements are made with the recipient agency. Deliveries must be completed within the scheduled week.

6. Claims:

DIZCO is responsible for accuracy of amounts of product delivered and for damage caused by them. If there is an overage of product after deliveries are made on the delivery route, it is to be returned to the warehouse that, in turn, will sign for its return. If there is a shortage or damage, DIZCO will immediately report this to Child and Adult Nutrition Services.

Product damaged by DIZCO that can be recouped will be recouped at the expense of DIZCO. If the product cannot be recouped, DIZCO must notify Child and Adult Nutrition Services for permission to have it hauled to the landfill and disposed of at DIZCO's expense. The dollar value of the product lost through the fault of DIZCO will be billed to them at the USDA purchase price.

7. Billing Procedure:
  - A. An automated data processing system is to be used for this purpose. The billing system must be approved by CANS.
  - B. Carrier must be prepared to withstand at least a 15 to 30 day payment cycle on all invoices submitted to the State.
  - C. Carrier must be able to conform to CANS billing procedures, payments and delivery schedules.
8. Schedule of Payments:

Payment of services rendered to the State will be made upon receipt of a signed state voucher or on a form approved by CANS and adequate proof of services rendered.

  - A. The carrier is responsible for collecting transportation costs from all recipients other than public schools and to the extent of available federal funds TEFAP agencies. Transportation costs for public schools will be invoiced to the state using a voucher along with a copy of the delivery slips attached. TEFAP agencies, to the extent of available federal funds, will also be invoiced in a similar manner as public schools. The State of South Dakota is not responsible for payment of debt incurred by recipient agencies.
  - B. Storage billing slips will be prepared by the warehouse contractor. Billing slips for transportation charges shall be prepared by the carrier. The carrier may work with the warehouse contractor to use the same system. If the agency does not pay on delivery of product or within 60 days after receiving the product, the State will have the option, including but not limited to, ship C.O.D. or stop shipping to the agency.
9. The warehouse contractor shall be responsible for coordinating loading schedules for delivery with DIZCO and placing federally donated foods in a staging area for easy access for loading. It is the DIZCO's responsibility to confirm and inventory the load.
10. The warehouse contractor shall release federally donated foods to DIZCO in accordance with the distribution instructions furnished by CANS.
11. The warehouse contractor shall issue a bill of lading for each Recipient Agency in accordance with distribution instructions furnished by CANS and, upon release of the federally donated foods to the delivery contractor, furnish to the delivery contractor the needed copies of the bill of lading and copies of CANS receipt for each receipt agency.
12. DIZCO shall provide telephone or email notification to Recipient Agencies prior to delivery if the delivery schedule changes.
13. All bids must show the delivered cost per hundred weight by area.
14. Minimum order shall be 400#. Orders less than 400# will be charged a minimum freight charge of \$40.00 per order. CANS must pre-approve second drops but any delivery requiring a second drop may be charged an additional \$50.00. Billing and payment for a second drop will be the responsibilities of the Contractor and the Recipient Agency.
15. Payments will be made on USDA published standard gross weight of commodities. State will only pay for the actual shipping weight of the commodity. Weight of pallet must be excluded.

# USDA TRUCKING

Dizco, Inc. – Contract #16043

1.	Region A – North Area	\$ 7.78 Per Hundred Weight
2.	Region B – Southeast Area	\$ 7.78 Per Hundred Weight
3.	Region C – West Area	\$ 7.78 Per Hundred Weight
4.	TEFAP – July and August Only	\$ 7.78 Per Hundred Weight

