



PMB 01231  
BUREAU OF ADMINISTRATION  
OFFICE OF PROCUREMENT MANAGEMENT  
523 EAST CAPITOL  
PIERRE, SD 57501-3182  
(605) 773-3405  
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## USDA COMMODITY WAREHOUSE STORAGE

### NOTICE OF AWARDS

Buyer: Lisa Hubbard - 014  
Phone: 605-773-4580  
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Email: Lisa.Hubbard@state.sd.us  
Date: November 4, 2016

- 1. Contract Term:** This notice establishes contract(s) resulting from IFB 801 for a period of one year, from December 1, 2016 through November 30, 2017 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 up to four (4) additional years. 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:** Price increases will not be considered until this contract has been in effect for 150 days. Written requests for price escalation must be supported by dated manufacturer's printed price sheets or similar documentary evidence. This evidence must be presented to the Office of Procurement Management, and if approved, will become effective 30 working days after approval. Price increases will be allowed for the actual cost of the price increase from the manufacturer to the supplier only and must be presented as a percentage of increase, which will be used to adjust vendor pricing to the State. Price decreases are acceptable on invoice(s) presented for payment.
- 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.



Steven L. Berg, Director  
Office of Procurement Management

Date: 11/04/2016

#### Bookmarks

#### Contractors

**NORDICA WAREHOUSES, INC.**  
801 South 6<sup>th</sup> Avenue  
Sioux Falls, South Dakota 57104  
Contact: David E. Lyng  
Telephone: (605) 336-9152 Ext. 38  
Fax: (605) 339-6197  
E-Mail: [dave.lyng@nordicawarehouses.com](mailto:dave.lyng@nordicawarehouses.com)

Contract: 17010  
Vendor #12044554

ITEM #	DESCRIPTION	PRICE PER HUNDRED WEIGHT PER DAY	CONTRACT #
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<b>NATIONAL SCHOOL LUNCH</b>			
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001	Refrigerated and Frozen Storage	\$.0432	17010
002	Dry Storage	\$.0326	17010
003	Handling Cost	\$1.30	17010

<b>EMERGENCY FOOD ASSISTANCE</b>			
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004	Refrigerated and Frozen Storage	\$.0410	17010
005	Dry Storage	\$.0310	17010
006	Handling Cost	\$1.20	17010

**ADDITIONAL PROVISIONS TO  
CONTRACT 17010  
USDA COMMODITY WAREHOUSE STORAGE**

**ATTACHMENT A**

Contract #17010 is the result of IFB 801 which is an annual contract to store US Department of Agriculture donated commodity products which will be delivered by a separate trucking contractor to local agencies in South Dakota. Agencies are approved by the South Dakota Department of Education - Child and Adult Nutrition Services. Warehouse will have adequate, secure, and clean storage space for dry, frozen, and refrigerated food items. Warehouse will have an electronic system for tracking movement of product and billing; means and ability to complete required paperwork in a timely manner; space with staffing able to pick and stage loads for delivery; staff and means to notify local agencies of schedules; and work with Child and Adult Nutrition Services for smooth operation. The requirements are detailed in the general specifications section.

The successful vendor must maintain the warehouse in compliance with State and Federal regulations, FNS Instruction 709-5, 7 CFR Part 250 and any other executive orders which may apply. The complete 7 CFR Part 250, 2 CFR 200, 7 CFR 246 and 7 CFR 247 can be located at the following website: [www.fns.usda.gov](http://www.fns.usda.gov).

In accordance with 7 CFR Part 250.12(f), Subdistributing agencies, recipient agencies, warehouses, carriers, or other persons to whom donated foods are delivered by the distributing agency are responsible to the distributing agency for any improper distribution or use of donated foods or for any loss of, or damage to, donated foods caused by their fault or negligence.

7 CFR 250.12(f) Commercial storage facilities or carriers. The distributing agency may obtain the services of a commercial storage facility to store and distribute donated foods, or a carrier to transport donated foods, but must do so in compliance with procurement requirements in 2 CFR part 200, subpart D, and USDA implementing regulations at 2 CFR parts 400 and 416. The distributing agency must enter into a written contract with a commercial storage facility or carrier, which may not exceed five years in duration, including any extensions or renewals. The contract must include applicable provisions required by Federal statutes and executive orders listed in 2 CFR part 200, appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and USDA implementing regulations at 2 CFR 200, 2 CFR parts 400 and 416, 7 CFR 246 and 247, and 7 CFR 250.

The contract must also include, as applicable to a storage facility or carrier, provisions that: (1) Assure storage, management, and transportation of donated foods in a manner that properly safeguards them against theft, spoilage, damage, or other loss, in accordance with the requirements in this part; (2) Assure compliance with all Federal, State, or local requirements relative to food safety and health, including required health inspections, and procedures for responding to a food recall; (3) Assure storage of donated foods in a manner that distinguishes

them from other foods, and assure separate inventory recordkeeping of donated foods; (4) Assure distribution of donated foods to eligible recipient agencies in a timely manner, in optimal condition, and in amounts for which such recipient agencies are eligible; (5) Include the amount of insurance coverage obtained to protect the value of donated foods; (6) Permit the performance of on-site reviews of the storage facility by the distributing agency, the Comptroller General, the Department of Agriculture, or any of its duly authorized representatives, in order to determine compliance with requirements in this part; (7) Establish the duration of the contract, and provide for extension or renewal of the contract only upon fulfillment of all contract provisions; (8) Provide for expeditious termination of the contract by the distributing agency for noncompliance with its provisions; and (9) Provide for termination of the contract by either party for other cause, after written notification of such intent at least 60 days prior to the effective date of such action.

An inventory system shall be maintained and an annual physical inventory will be conducted; and reconciled with the inventory records;

Vendor will cooperate with the state in inventory management by:

- a. Following first in/first out (FIFO) inventory management procedures;
- b. monitoring available package dates such best if used by, pack dates, expiration dates, ect., and
- c. report available dates to the State.

The dates of the initial contract shall be December 1, 2016 through November 30, 2017. The State of South Dakota has the option to renew the contract for up to four (4) additional one (1) year periods. Before the exercise of option years, the storage facility shall update all pertinent information and demonstrate that all donated foods received during the previous contract period have been accounted for.

The successful vendor will be responsible for the following:

1. To coordinate with USDA's freight company for scheduling and appointments of deliveries.
2. Unload trucks upon their arrival at warehouse and to properly store commodities in warehouse.
3. To assume costs of demurrage and other charges which accrue after a truck or rail car has been placed for unloading by the delivery carrier or which accrue because placement of a truck or rail car is prevented.
4. To deliver warehouse receipts to the State agency showing proof of food products received in the warehouse on behalf of the State agency.

5. Upon receipt of manifest from the State Agency, to load trucks and other delivery vehicles in order to transport commodity products to recipient agencies.
6. To provide insurance to cover loss of commodity product under control of the successful vendor.
7. The successful vendor must maintain an inventory of pallets. The State of South Dakota will not be responsible for loss of pallets.
8. The successful vendor shall be responsible for coordinating loading schedules with the delivery contractor and placing commodity food products in a staging area for easy loading access. The staging area will be necessary for the assembly of refrigerated, frozen and dry product by the warehouse for recipient agencies according to distribution instructions furnished by the State agency. The successful vendor will be responsible to load delivery contractor trucks.
9. The successful vendor shall release commodity food products to the delivery contractor in accordance with delivery instructions furnished by the State agency. The successful vendor shall release to local agencies on a "will-call" basis in the city where the warehouse is located or as approved by the State agency.
10. The successful vendor shall provide notification to schools/agencies prior to delivery. In the event of delivery delays, the successful vendor shall work in conjunction with the delivery contractor to notify schools/agencies with a revised schedule. The delivery contractor shall have the primary responsibility of revised schedule notifications.
11. The successful vendor shall issue a bill of lading for each recipient agency in accordance with the amounts listed in the distribution instructions furnished by the State agency.
12. The successful vendor shall issue freight waybill in accordance with the amounts listed in the bill of lading, and the distribution instructions provided by the State Agency. Upon release of commodity product to the delivery contractor, the successful vendor will furnish to the delivery contractor the needed copies of the bill of lading, freight waybill, and copies of the State agency delivery receipt for each recipient agency.
13. The successful vendor shall have an automated record keeping system subject to approval by the State agency and the ability to receive shipments in WBSCM.
14. The successful vendor may be called on to furnish facilities, equipment, and administrative services in an effort approved by the State agency to provide processed donated foods to eligible recipients. The services provided would be negotiated between the contractor and industry.

15. To permit appropriate State and/or Federal agency personnel to conduct an inventory of product being held in storage on behalf of the State agency and subject to this agreement at any reasonable time.

16. To provide and insure a commitment to investigate in conjunction with the State agency, the South Dakota Office of the Attorney General and/or cognizant Federal agency any unexplained losses of commodity products held in storage.

#### COMMODITY STORAGE CAPACITY:

The State agency received approximately 1.9 million pounds in net weight from USDA for use in the various food assistance programs.

The following are the approximated percentages for the amount of dry, frozen, and refrigerated commodity products. These percentages exclude commodity-processed products for NSLP, which are primarily frozen items. NSLP: Dry – 49%; Frozen – 16%; Refrigerated – 18% TEFAP: Dry – 90%; Frozen – 10%. While the State agency historically has had a minimum amount of refrigerated or frozen in this program, occasionally USDA makes available items such as eggs, cheese, fresh produce, or meats.

In addition, the NSLP anticipates approximately 200,000 pounds of raw product to be processed into value-added product by commercial processors. This product is delivered to the warehouse by the processor's trucks at their own expenses to be included in storage for eventual picking and loading onto the trucks for delivery to schools and agencies. Depending upon the product, this may result in a range of 200,000 – 360,000 pounds of finished product. Cases of finished product range from 12 to 40 pounds.

The bid response for handling charges must be an all-inclusive price based on a per 100 weight.

The warehouse contractor agrees and understands that some USDA donated foods may be delivered by USDA to a recipient agency where the best interest of the State or recipient agency is served. Direct shipments will be limited to larger recipient agencies.

#### INSURANCE:

The successful contractor shall provide an insurance certificate for all risk insurances for refrigerated, frozen, and dry products with the State of South Dakota named as additional insured. In addition, the successful vendor must maintain and supply insurance certificates for general liability, workers compensation, and automobile liability insurance during the performance of this contract.

## PAYMENT:

The State of South Dakota will pay for services rendered for the USDA commodity food products allocated to schools/agencies on a weekly or monthly basis upon receipt of a signed State of South Dakota voucher and adequate documentation of services. Payment for charges will not be made until the commodity food products have shipped from the warehouse facility for delivery to recipient agencies.

Payment will be based on the USDA published standard gross weight for USDA commodities and the standard gross weight as indicated by the vendor/manufacturer for commodity processed products. Pallet weight and dunnage must be excluded from the gross weight of the case/container.

Invoices for storage and handling will be prepared by the warehouse contractor.

The warehouse contractor is responsible for collection of storage and handling costs from recipient agencies other than Public Schools for NSLP and agencies participating in TEFAP. These costs are paid by the State of South Dakota to the extent of available State and Federal funds. In the event Federal and/or State funds are no longer available for these payments, the responsibility would rest with the successful vendor for collection of costs from these agencies.

## SUMMER PROGRAMS:

Deliveries identified for summer feeding programs will be invoiced separately and at the same rate as during the school year.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of the relationships with a parent company, affiliate, or subsidiary organization, is unable or appears to be unable to be impartial in conducting a Federal award action involving a related organization

## Special Procurement Provisions:

As required by 2 CFR 416.1, (a) In order to ensure objective contractor performance and eliminate unfair competitive advantage, a prospective contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, request for proposals, contract term and conditions or other documents for use by a State in conducting a procurement under the USDA entitlement programs specified in 2 CFR 200.101(e)(4) through (6) shall be excluded from competing for such procurements. Such prospective contractors are ineligible for

contract awards resulting from such procurements regardless of the procurement method used. However, prospective contractors may provide States with specification information related to a State procurement under the USDA entitlement programs specified in 2 CFR 200.101(e)(4) through (6) and still compete for the procurement if the State, and not the prospective contractor, develops or drafts the specifications, requirements, statements of work, invitations for bid, and/or requests for proposals used to conduct the procurement. (b) Procurements by States under USDA entitlement programs specified in 2 CFR 200.101(e)(4) through (6) shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographic preferences except as provided for in 2 CFR 200.319(b).

Therefore, by responding to this bid, the prospective contractor assures that neither they nor their staff have participated in developing or drafting specifications, requirements, statements of work, invitations for bids, request for proposals, contract term and conditions or other documents for use by the State in conducting this procurement.