

# **TECHNICAL SPECIFICATIONS**

## **SUPPLYING AND DELIVERING MILK AND DAIRY PRODUCTS TO CUMBERLAND COUNTY AND PARTICIPATING MEMBERS OF THE CUMBERLAND COUNTY COOPERATIVE PRICING SYSTEM NUMBER 64-CCCPS**

### **1.0 INTENT**

The intent and purpose of this specification is to adequately describe the requirements for Supplying and Delivering Milk and Dairy Products for the County of Cumberland and participating members of the Cumberland County Cooperative Pricing System Number 64-CCCPS and to list all requirements necessary for entering into a contract, and for being declared winning bidder, for providing the services described herein or as mutually agreed upon.

### **2.0 SCOPE**

The County of Cumberland, acting as Lead Agency on behalf of itself and the Participating Members of the Cumberland County Cooperative Pricing System, Identifier Number 64-CCCPS, is interested in entering into a contract with a qualified vendor who is able to Supply and Deliver Milk and Dairy Products for the County of Cumberland and is additionally interested in declaring the winning bidder for the Participating Members of the Cumberland County Cooperative Pricing System who have submitted estimates of milk and dairy products, as listed and described herein.

This shall be an open ended supply contract with the County and the participating cooperative members purchasing milk and dairy products on an as needed basis.

Estimates of product consumption contained in this Bid Document are provided as informational only and the County and the participating cooperative members shall not be obligated to purchase any minimum or maximum amount of product as herein described.

### **3.0 TERMS OF THE AGREEMENT**

The contract shall be for a one (1) year period commencing September 1, 2010, terminating August 31, 2011. Vendors per item bid prices appearing on the Official Bid Document shall be fixed for the one (1) year contract period. The final eight (8) months of this contract shall be contingent upon appropriation of the necessary funds in the year 2011 budget.

Additionally, the County and/or participating cooperative members may, at any time, cancel, without recourse, any contract awarded as a result of this Request for Bid by providing ten (10) calendar days written notification, return receipt, to the contractor, if services provided under this contract are not complete and satisfactorily performed. For

County of Cumberland purposes, the Cumberland County Purchasing Agent shall be the sole judge as to what constitutes complete and/or satisfactory/unsatisfactory performance.

The County and/or participating Cooperative members shall give the contractor one (1) written notice for failure to deliver as required or any other failure to comply with these specifications. Thereafter, the County and/or the participating Cooperative member shall have the right to cancel this contract on ten (10) calendar days written notice for failure to deliver as required or other noncompliance to these specifications.

#### **4.0 DESCRIPTION OF SERVICES**

The successful bidder shall Provide and Deliver Milk and Dairy Products for the County of Cumberland and to Participating Members of the Cumberland County Cooperative pricing System, Identifier Number CCCPS-64.

##### **4.0.1 DELIVERIES**

Delivery shall be made to the County institutions listed herein on a three (3) day per week basis (Monday, Wednesday & Friday) in such quantities as shall be designated from time to time by the heads of said institutions. All such milk and dairy products shall be equal in all standards of quality and freshness to similar milk and dairy products delivered to the vendor's general retail trade on the same day.

Should a holiday fall on a normally scheduled holiday, it shall be the contractor's responsibility to make arrangements with the using agency to re-schedule the delivery for the day immediate preceding or following the holiday.

Delivery shall be made to the Cooperative members as indicated or requested. **Exception: Cumberland County Technical Education Center shall receive deliveries as stated in the above paragraphs.**

If the contractor is going to be more than thirty (30) minutes late in making a delivery, it shall be the contractor's responsibility to notify the Cooperative member of this problem. See Schedule A for the delivery times.

If the contractor fails to deliver an ordered item, the County and/or Cooperative member shall have the right to obtain the item on the open market. Any difference in cost between the open market price and the contract price shall be deducted from any monies owed to the contractor.

Cooperative members will make payments according to their payment policies. The contractor shall obtain the proper billing address from each participating Cooperative member.

## 4.0.2 PRICING

Bids shall be on an 'Escalator Basis'. The price of milk bids shall be the margin that a bidder will require above the Class I price (plus local premium) announced monthly by the Federal Market Administrator for the area in which the milk is to be delivered. The margin must cover the bidder's cost above the Class I price, Regulation H-11, Office of Milk Industry, Department of Agriculture. Cottage cheese, ricotta cheese, cream cheese, sour cream, Half and Half Creamers, Half and Half quarts, light cream, heavy cream, lactaid milk, yogurt, egg nog, and juices are to be bid on a firm price for the length of the contract.

## 4.0.3 PRODUCTS

A. Whole Milk: Must be 'B Homogenized' milk; butterfat must not be less than 3.25%; fortified with Vitamin 'D'; 30,000 maximum total bacteria count; the maximum should be determined by standard agar plate count; maximum coliform organism count 10; total solids 11.5%; four (4) ounce units; eight (8) ounce half-pint units and 1 gallon units. Carton, plastic coated paper with sealed spout, gallons - plastic container with cap.

B. Skim Milk: All standards as per Item A excepting butterfat content. Four (4) ounce carton, plastic coated paper with sealed spout.

C. 1% Milk: 1% butterfat content, all other standards as per Item A. Eight (8) ounce carton, plastic coated paper with sealed spout and one (1) gallon units.

D. 2% Milk: 2% butterfat content, all other standards as per Item A. Four (4) ounce units, Eight (8) ounce carton, plastic coated paper with sealed spout and one (1) gallon plastic container with cap.

E. Chocolate Milk: 3-3.5% butterfat content: To be whole chocolate flavored, pasteurized homogenized, Vitamin 'D' Milk. To be packed in eight (8) ounce plastic coated paper with sealed spout.

F. Chocolate Milk: .5-1% Lowfat: .5 to 1% butterfat content, whole chocolate flavored. All other standards are per Item 3.1, packed in eight (8) ounce plastic carton.

G. Strawberry Milk: .5-1% butterfat content, pasteurized and homogenized, Vitamin D Milk. To be packed in eight (8) ounce plastic coated paper with sealed spout.

H. Cottage Cheese: Creamed, small curd, packed in five (5) and one (1) pound containers. Container, plastic with re-usable lid. Grade A, 4% butterfat.

I. Ricotta Cheese: fresh, 3 lb. plastic sealed containers.

J. Cream Cheese: 3. lb. units and one (1) ounce units.

- K. Sour Cream: Packed in thirty-two (32) ounce sealed containers and sixteen (16) ounce sealed containers. Not less than 16% butterfat.
- L. Half and Half Creamers: Packed four hundred and eighty (480), three-eighths ounce (3/8 ounce) creamers per case. Plastic cup with pull tab lid. 10% butterfat.
- M. Half and Half: to be 32 ounce container, plastic coated paper with sealed spout. 10% butterfat.
- N. Light Cream: to be 32 ounce container, plastic coated paper with sealed spout. 20% butterfat.
- O. Heavy Cream: to be 32 ounce container, plastic coated paper with sealed spout. 40% butterfat.
- P. Lactaid Milk: to be 100% lactose reduced fat-free milk. Packed in eight (8) ounce cartons, plastic coated paper with sealed spout.
- Q. Yogurt: Vanilla, eight (8) ounce plastic cups, with live yogurt cultures.
- R. Yogurt: Assorted fruit flavors, Swiss style, eight (8) ounce plastic cups with live yogurt cultures.
- S. Lowfat Lite Yogurt: Assorted fruit flavors, Swiss style, eight (8) ounce plastic cups. Approximately 120 calories with live yogurt cultures.
- T. Sugar Free Yogurt: Assorted fruit flavors, Swiss style, eight (8) ounce plastic cups.
- U. Egg Nog: Thirty-two (32) ounce container, plastic coated paper with sealed spout.
- V. Orange Juice: **Not Frozen**, to be from 100% concentrate. Four (4) ounce and eight (8) ounce pure pak carton, four (4) ounce plastic cup with foil lid and six (6) ounce cup with foil lid.
- W. Apple Juice: **Not Frozen**, to be from 100% juice concentrate. Four (4) ounce pure pak carton, four (4) ounce plastic cup with foil lid and six (6) ounce plastic cup with foil lid. No added preservatives or additives. Pasteurized.
- X. Fruit Punch: **Not Frozen**, to be from 100% juice concentrate. Four (4) ounce pure pak carton, four (4) ounce plastic cup with foil lid and six (6) ounce plastic cup with foil lid. No added preservatives or additives. Pasteurized.

Y. Grape Juice: **Not Frozen**, to be from 100% juice concentrate, Four (4) ounce plastic cup with foil lid and six (6) ounce plastic cup with foil lid. No added preservatives or additives. Pasteurized.

Z. Pineapple Juice: **Not Frozen**, to be from 100% juice concentrate, Four (4) ounce plastic cup with foil lid. No added preservatives or additives. Pasteurized.

AA. Prune Juice: **Not Frozen**, to be from 100% concentrate. Four (4) ounce plastic cup with foil lid. No added preservatives or additives. Pasteurized.

BB. Cranberry Juice: **Not Frozen** to be from 100% juice concentrate. (blend of cranberry & two other fruit juices.) Four (4) ounce plastic cup with foil lid. No preservatives or additives. Pasteurized. Cranberry Juice Cocktail is not acceptable.

CC. Sunny Delight: Two hundred (200) milliliter unit.

DD. Iced Tea: With sugar and lemon. Eight (8) ounce container, plastic coated paper with sealed spout.

EE. Yogurt: Plain, natural, 32 ounce plastic container w/resealable top with live yogurt cultures.

#### **4.0.4. DAMAGE OF PROPERTY**

If any property owned or occupied by the County and/or any participating Cooperative member is damaged by the equipment or employees of the contractor, the contractor shall be liable for the cost of repairs necessary on account of such damage, and the County and/or participating Cooperative member reserves the right to deduct cost from any sum or sums that may be due or become due to the contractor.

#### **5.0. COUNTY OF CUMBERLAND DELIVERY LOCATIONS**

Cumberland County Juvenile Center  
135 Sunny Slope Drive  
Bridgeton, New Jersey 08302  
Attn: Kathy Kenelia-Smith

Cumberland County Manor  
154 Sunny Slope Drive  
Bridgeton, New Jersey 08302  
Attn: Sue or Rhoda

**6.0 PARTICIPATING COOPERATIVE MEMBER REQUIREMENTS**

**A. Cumberland County Technical Education Center** - delivery shall be made three (3) days per week as per the other Cumberland County institutions.

**Billing Address:** Cumberland County Technical Education Center  
601 Bridgeton Avenue  
Bridgeton, NJ 08302  
Attn: Business Office

**Delivery Location:**

Cumberland County Technical Education Center  
601 Bridgeton Avenue  
Bridgeton, NJ 08302

**Delivery Time: Between 7:30 A.M. & 10:00 A.M.**

One each eight case cooler required for this location.

**Vendor may be able to set up call schedule with the Vo-Tech.**

**B. Vineland Public Schools** - delivery shall be made three (3) days per week (Monday/Wednesday/Friday).

**Billing Address:** Vineland Public Schools  
625 Plum Street  
Vineland, NJ 08360  
Fax # (856) 794-9464

**Delivery Location & Times: Various (See Attachment B)**

**Vendor may be able to set up call schedule with the Vineland Public Schools at fax # 856-794-9464.**

**7.0 SAMPLES**

The County reserves the right to request samples of the products being bid. The sample shall be delivered within five (5) calendar days of said request to such place to be determined by the Director of Purchasing. The sample will be provided to the County at no cost. The County will be the sole judge in determining the quality, flavor and acceptability of the product. Failure to provide sample within the required time frame shall be cause to declare the bidder non-responsive.

## **8.0 MANUFACTURER'S LETTER**

The bidder will be required to provide with his bid a letter from the manufacturer of their juices that their product meets or exceeds these specifications.

## **9.0 DELIVERY**

Deliveries to Cumberland County Institutions are to be made on a three (3) day per week basis in clean insulated or refrigerated trucks. Orders are to be obtained from the kitchen manager at each institution at the time of delivery. Daily delivery slips are to be signed by the kitchen manager. Deliveries must be received between the hours of 6:00 A.M. and 10:00 A.M.

Deliveries to the Co-op members are to be made on a three day/two day rotating delivery schedule as outlined herein. See schedule contained herein for delivery times for Co-op members. Delivery times listed herein are to be adhered to unless changed and agreed to in writing by the Co-op member.

In the event that delivery of products is not made, the County or Co-op member reserves the right to obtain the contracted items on the open market from any available source. In such event, the amount involved will be canceled and any difference in price will be charged to the defaulting supplier.

The contractor is to provide six (6) emergency deliveries to each institution, County and/or Co-op member. These emergency deliveries are to be made at no additional charge. The request for any emergency delivery may be made on any day between the hours 8:00 A.M. and 4:00 P.M. The emergency delivery is to be made within three (3) hours from the time of the request.

The contractor shall be required to place the products in refrigerators as directed by the County and/or Co-op member. This shall include rotation of stock so that the oldest product is first used and placing the items up off of the floor.

Provide refrigerated storage equipment to Co-op members as needed for milk storage. You are to contact the Co-op members to ascertain their requirements. All refrigerated delivery equipment must be delivered and set in place at each school prior to the start of the 2010/2011 school year. It shall be the contractor's responsibility to coordinate equipment needs and delivery with each school district.

Contractor is not to leave product outside or on the loading dock at any location, County and/or Co-op, unless prior written approval is given by the Director of Purchasing or Administrator.

The contractor shall provide sufficient delivery equipment to meet the specified delivery requirements of both the County and/or Co-op participants. Failure to meet this requirement shall be cause for contract cancellation.

**Any juices delivered are not to be frozen.**

Contractor shall remove all empty plastic containers at each delivery.

**10.0 PAYMENT**

Payment for the delivery of said products will be made within seven (7) days following the next regular monthly meeting of the Board of Chosen Freeholders subsequent to said delivery. The completed invoice and County Voucher are to be presented to the addresses listed herein on or before the third (3rd) day of the month after completion of said delivery.

Co-op members shall be responsible for their payments. Contractor shall directly bill the Co-op members on such forms as provided by that member.

**11.0 APPROXIMATE QUANTITIES**

The quantities listed are estimates only based on the County's or Co-op members usage during 2009 through 2010. The quantity ordered during the contract period may be more or less than the listed estimates. The County does not guarantee to purchase any minimum quantity. The estimates are based on the premise that the County will continue to operate the facilities for twelve months during the contract period.

**12.0 DELIVERY CASES**

Empty delivery cases must be picked up at each institution each day that a delivery is made. If this is not complied with, the County and/or Co-op member will not be responsible for the storage of these items and does not guarantee their safety or return.

**13.0 CONTRACT AWARD**

**The contract will be awarded to the lowest, responsible, responsive bidder on a total cost basis. The bidder must bid on all items to be considered for this contract.**

**14.0 CHAPTER 284, P.L. 1971**

The successful bidder agrees as a condition of this bid to purchase during the year, an amount of fresh milk from New Jersey producers or association of producers, at least equal to the amount to be furnished under this bid. This is pursuant to the provisions of Chapter 284, P.L. 1971, (Section 18:A18-51) and as amended.

**15.0 JUICES/MILK**

The juices supplied by the successful contractor are to be Grade A and must meet the minimum requirements as set forth in these specifications.

Each bidder will please supply with their bid, a letter from their juice supplier that the juice to be supplied meets or exceeds all requirements of these specifications.

O.J. specs: Minimum two (2) week shelf life from delivery date, Bric: 11.8 minimum, Bric to Acid Ratio: 14.0 minimum, Color: 36 to 40, Flavor: 36 to 40, Oil: 0101 and Range: .0250.

All juices, unless otherwise specified, must have a minimum shelf life of two (2) weeks from date of delivery.

All milk/dairy products delivered must have a minimum five (5) day shelf life (expiration date) from the date of delivery. The contractor will be required to replace at no cost, any item that is delivered with less than the required shelf life.

If requested by the participating Co-op member, the contractor is to provide at no cost to the district, drinking straws.

#### **16.0 CONTRACT PERIOD**

The contract period shall be September 1, 2010, through August 31, 2011. The final eight (8) months of the contract shall be contingent upon the appropriation of the necessary funds in the 2011 Budget.

#### **17.0 COOPERATIVE BID**

Be advised that the County is conducting a voluntary cooperative pricing system for this product. Award of a contract by the County does not guarantee that any or all of the participating cooperative members will award the successful bidder a contract for their milk requirements. It is hoped that as you provide pricing to the County that the bidder considers the potential for a larger volume of business and extend your pricing to the Co-op members. It is anticipated but not guaranteed that if acceptable pricing is received, all Co-op members will award contracts.

#### **18.0 PRICING**

If requested, the contractor shall provide pricing on their delivery slips.

#### **19.0 NOTES**

Please note that the successful bidder will most likely be serving Cumberland County and the school districts listed herein.

## **20.0 CLASS I MILK PRICES**

Each bidder shall use the Class I milk price (plus local premium) for this region that is effective as of Monday, July 9, 2010. The price shall not exceed the fourth decimal place (.0123).

## **21.0 COUNTY OF CUMBERLAND BUSINESS HOURS**

For the purposes of this agreement, normal business hours for the County of Cumberland are Monday through Friday, 8:30 AM to 4:30 PM, excluding holidays observed by the County.

## **22.0 CONTRACT AWARD**

The County of Cumberland shall award a single contract for the provision of the products and services described herein.

Additionally, the County of Cumberland shall declare a winning bidder for the Participating Cooperative Members requirements as described herein.

The County reserves the right to reject any and all bids as allowable by law. The County reserves the right to investigate the bidder's ability and to satisfy itself that the bidder will be able to fulfill the requirements of these specifications and any future service requirements.

The County shall notify all participating and interested entities of the bid results obtained pursuant to the public opening herein scheduled, and shall additionally identify the vendor(s) to whom the County intends to award a contract(s) and which vendor(s) will be declared the winner(s) for cooperative fuel requirements. It shall be the responsibility of the winning vendor(s) to contact said cooperative members and to forward any required documentation necessary to enter into any contracts directly to each individual member. Contract documentation for participating cooperative members shall not be sent to the County for consequent distribution to participating entities.