

SPECIAL INSTRUCTIONS AND CONDITIONS

MEAT AND MEAT PRODUCTS

1. **INSPECTION:** All meat and meat products must be processed or manufactured in plants operated under the Meat and Poultry Inspection program of the Food Safety and Inspection Service of the U.S. Department of Agriculture or under an inspection program approved by that agency. The official inspection legend and plant number must appear on all shipping containers and/or individually packaged items.
2. **SPECIFICATIONS:** All meat and meat products listed in these specifications must be equivalent to the requirements of the applicable specifications of the Institutional Meat Purchase Specifications (IMPS) developed and published by the U.S. Department of Agriculture or applicable requirements specified by the Department of Public Welfare. Copies of the IMP Specifications are available from the U.S. Department of Agriculture Marketing Service, Livestock, Meat, Grain and Seed Division, Meat Standardization and Review Branch, Washington, D.C. 220250.
3. **LABELING:** Shipping containers and/or individually packed items shall be legibly labeled, printed or stenciled with product identification (name), date of pack, name and location of packer or distributor, net weight and appropriate ingredient statement. All items must be labeled as specified. Items requiring fat declaration labeling must identify either fat or lean percentage of the product. Items #3 and #4 require manufacturer documentation indicating no meat from Advanced Meat recovery Systems and/or Fatty Reduced Beef is present in the product(s). Such documentation must be kept on file with the Dietary Management Services Specialist (see address in #8). This documentation will be updated as requested by the Committee. A straightforward calendar date or other coding method must identify date of production/pack. If another coding method is used, explanation will be sent to the Chairperson of the DPW Food Advisory Committee with a copy to each Facility Director of Dietetic Services by the vendor. All products, when received, must have a minimum 30 days remaining before the stamped "sell-by" or "expiration date" expires.
4. **DELIVERY TIME LIMITATIONS:** Chilled, smoked, cured, vacuum sealed and atmospherically controlled packaged products must be delivered with a remainder of 30 day shelf life from date of pack unless noted in individual specification. Items from freezer storage must be delivered within 90 days from date of pack.
5. **PRODUCT CONDITION AT TIME OF DELIVERY:** To assure specified state of refrigeration all deliveries will be made on clean refrigerated or freezer trucks. Chilled items shall be delivered at not higher than 40°F (4.4°C) and show no signs of mishandling. Frozen items shall be delivered at internal temperatures not higher than 10 F (-12.2 C), be solidly frozen and show no evidence of defrosting, refreezing, freezerburn, dehydration or mishandling. To prevent mass nesting of frozen products, packaging units must be individually frozen to solid state, packaged or unpackaged as specified, before being placed in master container. Final acceptance of items may be based on inspection of the thawed product, not to exceed 15 business days after delivery.

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6. **PACKAGING AND PACKING:** Products that are placed in polybags shall be securely wrapped/closed; staples and paper coated metal wire ties are not permitted; metal clips used to secure "chub" moisture proof encased products are permitted. Fiberboard containers shall be of a size and shape normally used for the product and packed to full capacity without slackfilling or overfilling. Case closure to be accomplished by taping, strapping, or gluing. Staples shall not be used as a final case closure. All master containers shall not exceed 60 lbs.

7. **CONTENTS:** Product items shall contain only those kinds of meat and ingredients specified. Amounts and kinds of ingredients must be within tolerances permitted by the appropriate meat inspection regulations. The facility reserves the right to submit samples for laboratory analysis. If laboratory analysis verifies that the ingredients do not meet the specified requirements, the cost of laboratory analysis will be charged to the vendor and product is subject to rejection by the facility. No further awards will be made to any firm with an unpaid laboratory fee.

8. **ACCEPTABLE BRANDS:** Any brand or product identified in a specification will be the only brand(s) accepted. Bidder must circle product/brand being bid for each item when submitting bid. Products and brands not previously approved by the Food Specification Committee will not be acceptable. Samples must be properly labeled and identified with name of bidder and applicable item name, corresponding specification number and brand name, code number and ingredient statement. Failure to comply with the requested information may be cause for rejection of request for evaluation. Written requests for product evaluations should be submitted to the chairman of the DPW Food Committee at:

Dietary Management Service Specialist
Bureau of State Children and Youth Programs
1401 North Seventh Street 4th Floor
Harrisburg, PA 17105
Phone: 717-772-0759

9. **DELIVERY DATES:** Delivery must be made on dates and during the hours as specified in contract. Non-compliance will be cause for rejection unless the Director of Dietetic Services grants prior approval for change.

10. **CANCELLATION CLAUSE:** Quantities listed are estimates only and may be increased or decreased in accordance with the actual requirements of the facility. With notification of 15 business days prior to scheduled delivery date, the facility reserves the right to cancel any quantity of the order and agrees to pay the vendor for only those products actually accepted by the Department.

11. **REJECTION, FINAL ACCEPTANCE & PAYMENT OF COMMODITIES:** Commodities received by the Commonwealth shall be deemed acceptable until the State has had a reasonable opportunity to inspect the commodities. Any commodity, which is discovered to be defective or fails to conform to the specifications, may be rejected upon initial inspection or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection. It shall, thereupon, become the duty of the vendor to remove the rejected commodities from the premises without expense to the Commonwealth within 5 business days after phone notification followed by the complaint/rejection form - 516-C (sent fsxed) of the rejection. Rejected items left longer than 5 business days following phone notification will be regarded as abandoned and the State shall have the right to dispose of them as its own property. The vendor shall replace all such rejected items immediately with product conforming to the specifications. Non-compliance will result in further action unless prior approval is obtained from the Director of Dietary Services. If the vendor fails, neglects or refuses to do so, the Commonwealth shall then have the right to purchase on the open market and charge the defaulting vendor any increase in price plus \$100.00 for liquidated damages. Partial or late deliveries or incorrect items may be rejected and any difference in price for repurchase will be charged to the defaulting vendor, plus \$100.00 for liquidated damages. No further awards will be made to any firm with an unpaid surcharge/liquidation assessment or laboratory bill. The Commonwealth will accept and pay only for actual net weight or count determined at the time of delivery. Any discrepancy between actual net weight or count and the weight or count indicated by the vendor will be recorded on the delivery slips. Payments will be made upon receipt of invoices after commodities have been delivered and accepted.
12. **METAL DETECTION - OPTION:** After July 1, 1990 the facility may require metal detection. If required, a metal detection device capable of detecting metallic contaminants; for example, stainless steel shavings, pieces of metal from wire conveyors, and metal fragments from cutting knives, etc., must examine meat items. The examination must meet the procedure and the device approved by FSIS. If the facility requires metal detection, proof such as the processor/manufacture's AQL procedure must be provided with the bid.
13. **VENDOR RESPONSIBILITIES -** The vendor assumes responsibility over products supplied under the contract. This includes the provision of properly labeled and identified products. Alterations to brands and codes must be brought to the attention of the Dietary Management Service Specialist as soon as possible. When pack size changes from stated/current pack (for approved brands); award will be made on cost/unit. Vendor must specify new pack size, count and weight/case. It is the responsibility of the distributor/bidder to forward this information on pack changes to the Dietary Management Service Specialist (see Acceptable Brands section of special instructions and conditions). Failure to forward information regarding changes may result in removal of products from the acceptable brand list.
14. **MANUFACTURER PRODUCT INFORMATION SHEETS:** Distributors will be required to supply Manufacturer Product Information Sheets to those facilities

participating in the National School Lunch/School Breakfast Program. This information must be provided upon initial delivery and/or upon request by each participating facility.

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