

SPECIAL INSTRUCTIONS AND CONDITIONS

PERISHABLE AND NON-PERISHABLE MISCELLANEOUS FOODS

1. INSPECTION: All meat and poultry products must be processed or manufactured in plants operated under the Meat and Poultry Inspection program of the Food Safety and Inspection Services 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. LABELING: Shipping containers and/or individually packed items shall be legibly labeled, printed or stenciled with product & brand name, date of pack, name and location of packer or distributor, net weight and appropriate ingredient statement. 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 Dietary Advisory Committee with a copy to each facility Director of Dietetic Services by the vendor. All products, when received, must have a minimum of 30 days remaining before the stamped "sell by" or "expiration date" expires.
3. DELIVERY TIME LIMITATIONS: Items from freezer storage must be delivered within 90 days from date of processing.
4. PRODUCT CONDITION AT TIME OF DELIVERY: To assure specified state of refrigeration all deliveries must be made on freezer trucks. 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, freezer burn, dehydration or mishandling. To prevent mass nesting of frozen products, packaging units must be individually frozen to a solid state, packaged or unpackaged as specified, before being placed in master container. Final acceptance of frozen items may be based on inspection of the thawed product, not to exceed 15 business days after delivery.
5. PACKAGING AND PACKING: Products that are placed in polybags shall be securely closed; staples and paper coated metal wire ties are not permitted. Containers shall be of a size and shape normally used for the product and packed to full capacity without slack filling or overfilling. The minimum bursting strength of the fiberboard and the maximum net weight of the containers shall comply with Table I in the General Requirements of the Institutional Meat Purchase Specifications (IMPS). All Case closure to be accomplished by taping, strapping or gluing. Staples shall not be used as a final case closure.

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6. CONTENTS: When specified, product items shall contain only those kinds of ingredients. Amounts and kinds of ingredients must be within tolerances permitted by the appropriate inspection regulations. The facility reserves the right to submit samples for laboratory analysis. If laboratory analysis verifies that the ingredients do not meet the appropriate regulations, the cost of laboratory analysis will be charged to the vendor. No further awards will be made to any firm with any unpaid laboratory bill.
7. ACCEPTABLE BRANDS: Any brand and 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 DPW Dietary Advisory Committee will not be accepted. Samples may be submitted to the DPW Dietary Advisory Committee for formal evaluations and approval.

Samples must be properly labeled and identified with name of bidder and applicable item name, corresponding specification number and brand name and code number and ingredient statement. Failure to comply with the requested information will be cause for rejection. Written request for product review should be submitted to the Chairperson of the DPW Dietary Advisory Committee at:

Dietary Management Service Specialist
Bureau of State Children and Youth Programs
607 South Drive, Rm. 339
Harrisburg, PA 17120
Telephone: 717-772-0759

8. FEDERAL GOVERNMENT DONATED COMMODITY PROGRAM: This facility is eligible to participate in the Federal Government Donated Commodity Program. Items so designated are to be bid both with and without Government Donated Commodities (GDC) and will be awarded by the lowest bid.
9. DELIVERY DATES: Delivery must be made on dates and during hours as specified in contract. Non-compliance will be cause for rejection unless prior approval for change is granted by the Director of Dietetic Services.
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 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 only for products actually accepted by the Department.

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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 five business days after phone notification followed by the faxing of the Complaint/Rejection Form 516-C. Rejected items left longer than 5 business days will be regarded as abandoned and the State shall have the right to dispose of them as its own property. The vendor shall immediately replace all such rejected items with product conforming to the specifications. Non-compliance will result in further action unless prior approval is obtained from the Director of Dietetic 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. **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.
13. **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 at the initial delivery and/or upon request by each participating facility.

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COMMONWEALTH OF PENNSYLVANIA - DEPARTMENT OF HUMAN SERVICES
COMMODITY LISTINGS FOR LOCAL PURCHASE PROPOSAL

DATE:					
COMMODITY CLASS PER & NON MISCELLANEOUS FOODS		NAME OF FACILITY			PROPOSAL NUMBER
ITEM NUMBER	DESCRIPTION OF COMMODITY	QTY.	UNIT	UNIT PRICE	TOTAL

PERISHABLE ITEMS

1P *PUREED CEREAL - Variety; 24/3oz* case

Acceptable Brands Code(s)

Café Puree 20108

Delivery Dates Case/Delivery

2P *PUREED SEAFOOD - 24/4oz* case

Acceptable Brands Code(s)

Cliffdale 99429-45927

Delicious 13087-10143

Delivery Dates Case/Delivery

3P *PUREED - French Toast or Apple Cinnamon; 24/4OZ* case

Acceptable Brands Code(s)

Cliffdale 99429-41076

Delivery Dates Case/Delivery

4P *VEGETARIAN CHICKEN - Strips; 6/10oz* case

Acceptable Brands Code(s)

Morningstar 289-10128

Delivery Dates Case/Delivery

					DATE :	
COMMODITY CLASS PER & NON MISCELLANEOUS FOODS			NAME OF FACILITY			PROPOSAL NUMBER
ITEM NUMBER	DESCRIPTION OF COMMODITY			QTY.	UNIT	UNIT PRICE

Delivery Dates	Case/Delivery
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9P CHOCOLATE CHIP COOKIE DOUGH - Sugar free; 320/1oz case

Acceptable Brands

Code(s)

Hopes

81898-21192

Delivery Dates

Case/Delivery

10P PRETZEL BREAD - 80/2.5oz case

Acceptable Brands

Code(s)

ACB

17601-80300

Delivery Dates

Case/Delivery

11P CORN MUFFIN - Individually wrapped in cellophane; 72/2.2oz case

Acceptable Brands

Code(s)

Bakecraft

37410-13940

Delivery Dates

Case/Delivery

12P ORANGE SNACK CAKE - Individually wrapped in cellophane;
96/2.2oz case

Acceptable Brands

Code(s)

Bakecraft

37410-21120

Delivery Dates

Case/Delivery

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13P *BANANA LOAF* - Individually wrapped in cellophane; 72/2oz case

Acceptable Brand

Code(s)

Bakecraft

37410-41200

Delivery Dates

Case/Delivery

14P *BLUEBERRY MUFFIN* - Individually wrapped in cellophane; case
72/2oz

Acceptable Brand

Code(s)

DLISHES

13087-10143

Delivery Dates

Case/Delivery

15P *BLUEBERRY MUFFIN* - Pre-mix/pre-portion; 96/2.5oz case

Acceptable Brand

Code(s)

Bakenjoy

93760-11215

Delivery Dates

Case/Delivery

16P *MOZZERELLA STRING CHEESE* - Individually wrapped; 168/1oz case

Acceptable Brand

Code(s)

Land O' Lakes

345-59703

Delivery Dates

Case/Delivery

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NON-PERISHABLE ITEMS

1N	GINGER ALE - Soda; 12/1 liter		case
	<u>Acceptable Brands</u>	<u>Code(s)</u>	
	White Rock	72063-04302	
	Delivery Dates		Case/Delivery
2N	ORANGE JUICE - 8/48oz		case
	<u>Acceptable Brands</u>	<u>Code(s)</u>	
	Rubykist	41152-21070	
	Delivery Dates		Case/Delivery
3N	PRUNE JUICE - 8/48oz		case
	<u>Acceptable Brands</u>	<u>Code(s)</u>	
	Rubykist	41152-10328	
	Delivery Dates		Case/Delivery
4N	VEGETABLE JUICE - V-8; 6/46oz		case
	<u>Acceptable Brands</u>	<u>Code(s)</u>	
	V-8	51000-20616	
	Delivery Dates		Case/Delivery

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5N	TEA - Nectar Consistency; 48/4oz		case
	<u>Acceptable Brands</u>	<u>Code(s)</u>	
	Ready Care	45796-05731	
	Delivery Dates		Case/Delivery
6N	TEA - Honey Consistency; 48/4oz		case
	<u>Acceptable Brands</u>	<u>Code(s)</u>	
	Ready Care	45796-05732	
	Delivery Dates		Case/Delivery
7N	VANILLA EXTRACT - 4/1gal		case
	<u>Acceptable Brands</u>	<u>Code(s)</u>	
	Nifda	80366-64569	
	Delivery Dates		Case/Delivery
8N	Salad Oil - Soybean; 6/1gal		case
	<u>Acceptable Brands</u>	<u>Code(s)</u>	
	OasisAA	32146-22742	
	Delivery Dates		Case/Delivery

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9N	PEAS, BLACKEYE - 6/#10		case	
	<u>Acceptable Brands</u>	<u>Code(s)</u>		
	Furman	41188-10922		
	Delivery Dates		Case/Delivery	
10N	RAISINS - 1/30lb		case	
	<u>Acceptable Brands</u>	<u>Code(s)</u>		
	PL	70044-00115		
	Delivery Dates		Case/Delivery	
11N	STUFFING - 6/56oz		case	
	<u>Acceptable Brands</u>	<u>Code(s)</u>		
	MRSCBSN	74714-75686		
	Delivery Dates		Case/Delivery	
12N	GELATIN - Orange/Strawberry; 48/3.5oz		case	
	<u>Acceptable Brands</u>	<u>Code(s)</u>		
	Snack Pack	27000-41263		
	Delivery Dates		Case/Delivery	
13N	GELATIN - Strawberry; 24/3.14oz		case	
	<u>Acceptable Brands</u>	<u>Code(s)</u>		
	JELLO	4300-05264		
	Delivery Dates		Case/Delivery	

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14N *CHOCOLATE CHIP COOKIE* - Individually wrapped case

<u>Acceptable Brands</u>	<u>Code(s)</u>	<u>Size(s)</u>
Chips Ahoy	44000-07838	40/1.55oz
Darlington	75825-23110	216/.75oz
Delivery Dates		Case/Delivery

15N *DORITOS* - Nacho cheese, bagged; 72/1oz case

<u>Acceptable Brands</u>	<u>Code(s)</u>	
Dorito	38400-31748	
Delivery Dates		Case/Delivery

16N *CORN CHIP* - Bagged; 104/.75oz case

<u>Acceptable Brands</u>	<u>Code(s)</u>	
Fritos	28400-32405	
Delivery Dates		Case/Delivery

17N *CHOCOLATE CHIP COOKIE* - Mini, bagged; 60/2oz case

<u>Acceptable Brands</u>	<u>Code(s)</u>	
Grandma	28400-61503	
Delivery Dates		Case/Delivery

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18N *CHEESE PUFFS* - Curls, bagged; 88/1oz case

Acceptable Brands

Code(s)

Cheeto

28400-67437

Delivery Dates

Case/Delivery

19N *POPCORN* - White cheddar, bagged; 104/.625oz case

Acceptable Brands

Code(s)

Smartfood

28400-11130

Delivery Dates

Case/Delivery

20N *OATMEAL SNACK FOOD BAR* - Chocolate chip,
Individually wrapped; 216/1.2oz case

Acceptable Brands

Code(s)

Appleways

75825-70300

Delivery Dates

Case/Delivery

21N *OATMEAL/CINNAMON CRISP* - Individually wrapped; 120/1.2oz case

Acceptable Brands

Code(s)

Nature Valley

16000-48256

Delivery Dates

Case/Delivery