

SUPPLEMENT 213 TO AMS MASTER SOLICITATION**JUNE 2012****PURCHASE OF BEEF, SPECIAL TRIM (FRESH/FROZEN)
FOR DISTRIBUTION TO CHILD NUTRITION AND
OTHER FEDERAL FOOD AND NUTRITION PROGRAMS**

This document provides additional USDA requirements and specifications for the purchase of beef, special trim, fresh or frozen as described in the attached References to the Applicable Bid and Contract Provisions (Exhibit A). In addition to product descriptions, this exhibit also provides information on the Item Description and Checklist of Requirements (IDCR) for Beef Special Trim, effective May 2012 (Attachment I).

I. INSTRUCTIONS TO POTENTIAL BIDDERS

A. The beef special trim will be purchased on a competitive bid basis from suppliers who have met the requirements described in Section I.B. Interested suppliers may submit a production plan at any time during this purchase program. Suppliers should allow 10 working days from receipt of production plan by USDA for notification of the results of the evaluation of the production plan from the Contracting Officer's Technical Representative (COTR). A supplier is deemed eligible to bid after notification by the COTR.

Submission of a production plan is not binding on USDA. Actual purchases will be on a competitive bid basis as described in the Master Solicitation, this Supplement, and separately issued Invitations for Bid (IFB).

B. Documentation and Assessment Requirements

To become an eligible supplier, the following must be submitted electronically to the Standardization Division, Agricultural Marketing Service, U.S. Department of Agriculture for evaluation and approval prior to bidding:

- a. Production Plan Requirement:
 - 1) Include a detailed description of the beef special trim offered and each of the production steps that are taken to meet or exceed the minimum product requirements set forth in the applicable specification. (Plan/Do)
 - 2) Describe all the quality assurance methods used to verify conformance to all requirements. This will include the monitoring and measurements taken during the process to verify conformance with each requirement. All measurement results shall be recorded and made available to AMS. (Check)
 - 3) Identify all corrective actions to be taken if deviations from contractual and specification requirements occur during production, and all preventative actions to be taken to preclude a reoccurrence. (Act)

- 4) The production plan shall follow the format as describe in Section III. Production Plan format. Offeror's proposal should be brief and concise.
- 5) The production plan shall be preceded by the following, as required by the template:
 - a) Table of Contents listing the major areas as they appear in the production plan template; and
 - b) List of attachments, forms provided with the proposal, if appropriate.
- 6) The production plan should be written in the following format:
 - a) Plan and Do - A description of the planning and production steps taken to meet each requirement.
 - b) Check - Describes all the quality assurance methods that will be used to verify conformances to each requirement. This will include the monitoring and measurement taken during the process (all measurements results shall be recorded and made available to AMS upon request).
 - c) Act - Identifies all corrective actions to be taken if deviations from contractual and specification requirements occur during production and all preventative actions taken to preclude reoccurrences.

The COTR will review each production plan to determine if the proposal is adequate and will notify the supplier of the status of their production plan. See Section III for instructions for submission of technical proposals.

Once a supplier is notified by the COTR that the production plan meets the applicable criteria, the [Grading and Verification Division \(GVD\)](#) will contact the supplier to set up a pre-award onsite capability assessment.

b. Assessment by the [GVD](#)

After the production plan(s) are evaluated and approved, a [GVD](#) auditor will perform an onsite assessment of the facility(s), processes, food defense plan, and quality control program used to produce the product(s) to determine the supplier's ability to meet contractual requirements. The following assessments will apply:

1) Pre-Award Onsite Capability Assessment

The pre-award onsite assessment (audit) will include, but is not limited to, a thorough evaluation of the potential contractors' and subcontractors' facility(s), processes, food defense plan, quality control program, equipment, procedures, and the appropriate documents and forms used during the production of the beef special trim, fresh/frozen. Documentation must support: 1) the production of the beef special trim that complies with the applicable specification and the potential contractor's approved production plan, and 2) the contractor's or subcontractor's food defense plan. In addition, the audit will consist of the review of records related to purchasing, receiving, production, quality control, inventory and shipping records, and interviews with management and production personnel.

Upon completion of the onsite capability assessment, the auditor will provide a report to the Contracting Officer for final review. After the supplier has satisfactorily completed the pre-award onsite capability assessment, the supplier

will receive written notification from the Contracting Officer of their eligibility to bid.

If the report demonstrates that the process or food defense plan is inadequate, the applicant will be notified by the Contracting Officer that they are ineligible to bid. The applicant will have an opportunity to correct identified deficiencies, modify their process, food defense plan, and/or production plan, and resubmit for further consideration. Eligibility will depend on whether the modifications demonstrate that: 1) the process is capable of delivering frozen beef products in compliance with the applicable specification, 2) they are in compliance with their food defense plan, 3) includes the applicable assessment by USDA, and 4) they comply with other applicable contractual requirements.

2) Post-Award Assessment

Eligible suppliers who receive contracts must have their documented food defense plan, production plans, and supporting documentation readily available for review by the COTR or AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained as electronic media will be made available in printed form immediately upon request by AMS or its agents.

The GVD will conduct an onsite audit of the contractor's and subcontractor's facility(s) and processes when production commences for the first contract awarded. Additional audits will be conducted as determined by the Contracting Officer, but not less than once per month for contractors or subcontractors with continuous or multiple contracts, or once per contract for intermittent contractors. At the discretion of the Contracting Officer, more frequent audits may be conducted when audit deficiencies are detected.

3) Post-Award Actions

Any deviation from contractual requirements will be immediately reported by the contractor to the COTR. The COTR will notify the contractor regarding eligibility to continue to participate as a contractor.

Contractor will assure that the delivered product complies with the provisions of the applicable specification, the applicable assessment by USDA, and the contractor's production plan approved by the COTR.

Once a supplier is eligible to bid, the [supplier must follow instructions stated in the AMS Master Solicitation](#).

C. Animal Welfare Requirements

[All contractors and subcontractors must meet the animal handling and welfare requirements set forth in Attachment II- Technical Requirements Schedule - Animal Handling and Welfare 2010 \(TRS-AHW-2010\), effective May 2010.](#)

D. Responsibility/Eligibility

Facilities used in fulfilling USDA contracts must be operating under the provisions of the Federal Meat Inspection Act (FMIA), 21 U.S.C. 601 et seq., and the regulations issued thereunder.

Subcontractors or suppliers of beef are: (1) ineligible if they are currently delivering late on USDA contracts, or USDA-approved subcontracts and late delivery is not due to causes beyond their control; and (2) nonresponsible if they are not operating under the provisions of the Federal Meat Inspection Act or have been suspended or debarred under the provisions of 48 C.F.R. Subpart 9.4

E. Loading and Sealing of Vehicles ([AMS Master Solicitation Section G.](#))

Loading of the vehicle may also be conducted by a person authorized in a contractor's approved production plan.

F. Domestic Requirements

The contractor agrees to include this domestic origin certification clause in its entirety in all subcontracts for meat or meat products used in fulfilling any contracts awarded under this Supplement and Master Solicitation. The burden of proof of compliance is on the Contractor. All raw materials will be shipped in containers labeled as "Domestic Only Product" on the principle display panel and the bill of lading accompanying the shipment will contain the statement "Domestic Only Product."

II. SUBMISSION OF OFFERS

The following Item will be included in the attribute section of the offer submitted in [Web Based Supply Chain Management \(WBSCM\)](#).

Offeror certifies that all products conform with the (applicable specification) and no changes to the production process or production plan have occurred without proper approval by the COTR.

- Does

III. INSTRUCTIONS FOR SUBMISSION OF PRODUCTION PLAN

The following procedures establish the acceptable minimum requirements for the format and content of the proposals:

- A. The Government has provided a production plan format which is to be used in preparing the production plan (see **Exhibit B**). The offeror shall submit production plan in an electronic format through the company's external portal site maintained by the AMS Commodity Procurement Division (see **Exhibit C** for instructions to obtain an external portal site). When submitting the production plan through the company's external portal site, email notification to the COTR must be provided (darin.doersch@ams.usda.gov or steve.whisenant@ams.usda.gov). The production plan shall be saved in a non-portable document file (not PDF: e.g., Microsoft Word). The production plan must be submitted in its entirety. The collection of attachments and appendices may be submitted as a separate document. This format and electronic form provided will aid in the evaluation of the production plan.
- B. The production plan must be submitted by an authorized agent of the company.
- C. While it is not the desire of the Government to penalize an offeror for noncompliance with formatting instructions, technical evaluators may have difficulty evaluating the production plan to the fullest extent possible if the proposal is not presented in the proper format. Technical evaluators will not be required to search other subsections or sections of the offeror's production plan for information requested for evaluation.

Note: When revisions to the approved production plan are submitted in their external portal site, the contractor must provide e-mail notification to the COTR.

D. Production Plan Revisions

Changes to an offeror's production plan may be submitted based on the Government's Amendments, Clarification Request, monitoring program, or at the request of the offeror. Maintenance of the integrity and clarity of each production plan is critical. All production plan revisions must meet the following criteria:

1. Any changes to a production plan made by the offeror after its initial submittal shall be accomplished by submitting **the entire production plan**. A cover letter must be submitted with the changes identified and an explanation of the need for the change. The offeror shall include the revision date and the appropriate page number(s).
2. Changes from the original production plan shall be **highlighted** and deletions in ~~strikeouts~~.

Note: When revisions to the approved production plan are submitted by electronic (non-PDF) format in their external portal site, the contractor must provide an e-mail notification to the COTR.

IV. PRODUCT SPECIFICATIONS AND AUDIT SERVICES

- A. The specification for beef special trim, fresh/frozen is identified in the Exhibit A. If AMS amends documents, Exhibit A will be updated to include appropriate references.

B. Compliance with processing requirements as described in the IDCR, Beef Special Trim and contractor's process documentation and quality control program will be verified through audits by AMS agents. The cost of all audits, including the pre-award, onsite assessment, must be borne by the contractor.

C. Questions concerning GVD auditors should be discussed with the [GVD, Program Manager](#), at (202) 309-1506.

V. QUALITY INSPECTION PLAN
Not required under this Supplement.

VI. INVOICES AND PAYMENT

In addition to the referenced payment documents in the Master Solicitation, please include a copy of the Contractor's Certificate of Conformance; (see Exhibit D).

[Purchases of the materials under this supplement require that a "three-way match" must be completed in WBSCM, i.e., Purchase Order \(PO\), Good Receipt, and Invoice with supporting documents attached.](#)

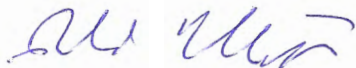
VII. AMS CLAUSES**A. Contractor Checkloading**

Contractor will perform checkloading examinations as described in the applicable specification at the time of shipment and issue contractor's certificate to accompany each shipment that includes all of the following information:

1. **Purchase Order** Number/Purchase Order Item Number;
2. **Sales Order** Number/Sales Order Item Number;
3. Name of product/Material Number;
4. Shipping Date;
5. Production lot number(s) and date each lot was produced;
6. Count of shipping containers and total projected net weight in each production lot;
7. Identity of car or truck (car numbers and letters, seals, truck license, etc.) as applicable;
8. Contractor certification that product conforms with the applicable specification;
9. Count and projected net weight verified; and
10. Signature of company official responsible for checkloading.

VIII. PROVISIONS INCORPORATED BY REFERENCE as show in Section X of the AMS Master Solicitation**A. FAR Provisions are modified as shown below:**

1. The North American Industry Classification System code for this acquisition is 311611.
2. The small business size standard is 500 employees.
3. Type of Contract--The Government contemplates award of a firm-fixed price contract(s).
4. Service of Protest: address for the Contracting Officer is: 1400 Independence Ave. S.W., Room 3524-S; Washington, DC 20250-0253



Director
Commodity Procurement Division
Agricultural Marketing Service

Attachments



Commodity
Procurement
Branch

1400 Independence Avenue, SW.
Room 3452-S, STOP 0256
Washington, DC 20250-0256

EXHIBIT A DATED June 2011
PAGE 1 OF 1

**CHECKLIST AND REFERENCES TO APPLICABLE BID AND CONTRACT PROVISIONS
SUPPLEMENT 213 TO AMS MASTER SOLICITATION, FOR BEEF, SPECIAL TRIM, FRESH/FROZEN**

PRODUCT DESCRIPTIONS (SECTION 1. A. (GENERAL))					BID/CONTRACT PROVISIONS			
Product/ Commodity Box Code	Specifications Listed in Priority Order	WBSM Material Number	Packaging and Packing	Minimum Offer Unit Size/Shipping Unit	Tolerance Section.	Delivery Period	Federal/State Plants Section I.D..	Competition (See Invitation)
Beef Special Trim, Frozen 100156	Item Description and Checklist of Requirements for USDA Purchases of Beef Special Trim, Effective May 2012	100156	Product packed in leak proof shipping container to a net weight of 60 pounds.	42,000 lbs. 700 cases	NONE	First Half/Last Half of Month	Federal Plants Only	Full & Open
Beef Special Trim, Fresh 100171		100171	Bulk packed into plastic lined combo-bins to a weight between 1850 to 2250 pounds.	42,000 lbs. 20 combo- bins	NONE	3-day delivery period	Federal Plants Only	Full & Open

Cover Page:

[Company Name]

[Company Address]

Contact Person, including title, phone number, including emergency contact information, e-mail address (must be authorized to represent the company).**Production plan for: [Supplement Number] and [Specification]****Table of Contents (all pages and attachments must be number and identified--any attachments must be identified and referenced in the Production plan)***The production plan should include all phases of production that meets or exceeds the requirements stated in the specification to produce complying product.***I. ITEM DESCRIPTION**

Brief Description of what the company plans to do to meet the requirements stated in the applicable specification (including the applicable documents).

II. CHECKLIST OF REQUIREMENTS

A. MATERIALS – Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the material section of the specification.

1. Meat Component

- a. Domestic Origin of Meat Component – (plan, do, check, act)
- b. Harvest (slaughter) - (plan, do, check, act)
 - (1). Humane Handling
 - (2). Pathogen Intervention Steps
 - (3). Spinal Cord Removal
 - (4). Carcass Testing
- c. Boneless Beef Requirements - (plan, do, check, act)
 - (1). Traceability
 - (2). Handling
 - (3). Objectionable Materials
- d. Mechanically Separated - (plan, do, check, act)

2. Non-Meat Components – (plan, do, check, act)**3. Fat Limitations – (plan, do, check, act)****4. Grade Requirement (N/A)****5. State of Refrigeration - (plan, do, check, act)**

B. PREPARATION FOR DELIVERY - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the Preparation for Delivery section of the specification.

- 1. Packaging – (plan, do, check, act)**
- 2. Packing - (plan, do, check, act)**
- 3. Closure – (plan, do, check, act)**
- 4. Labeling – (plan, do, check, act)**

All labeling shall be illustrated in the Offeror's production plan.

- C. PALLETIZED UNIT LOADS** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the palletized unit loads section of the specification.
- D. DELIVERY UNIT** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the delivery unit section of the specification.
- E. DELIVERED PRODUCT** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the delivered product section of the specification.
 - 1. Size and Style of Container - (plan, do, check, act)**
 - 2. Temperature - (plan, do, check, act)**
 - 3. Sealing - (plan, do, check, act)**
- F. PRODUCT ASSURANCE** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the warranty and complaint resolution section of the specification.
 - 1. Warranty and Complaint Resolution- (plan, do, check, act)**
 - 2. Non-Conforming Product- (plan, do, check, act)**
 - 3. AMS Monitoring and Production Assessment**

Attachments or Appendixes

Please attach all referenced documents with the applicable document name and reference number.

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
LIVESTOCK AND SEED PROGRAM

CERTIFICATE OF CONFORMANCE FOR
THE PROCUREMENT OF BEEF SPECIAL TRIM, FRESH/FROZEN ITEMS, FROZEN

CERTIFICATE OF CONFORMANCE

I certify the following:

- (1) On [delivery date(s)], [Contractor's name] furnished the (insert the appropriate commodity description) called for by Purchase Order Number/Purchase Order Item number _____/_____ via [Carrier] under Sales Order Number/Sales Order Item number(s): _____/_____ .
- (2) The (insert the appropriate material name/Material number) is of the quality specified and conforms in all respects with the purchase order requirements, including [Contractor's name] Technical Proposal or Production plan as approved by the AMS, Commodity Procurement Program, Contracting Officer.
- (3) Product identification, (i.e. production lot number(s)) is in the quantity shown on the attached acceptance document.
- (4) Contractor assures all meat or meat products used in fulfilling this contract was produced in the United States as defined in the Supplement 213, section I.G and AMS Master Solicitation Section I.E.

Date: _____

Signature: _____
(Signed by an officer or representative authorized to represent the company)

Title: _____



APPROVED

Contracting Officer Technical Representative (COTR)
Livestock and Seed Program, Standardization Division
Room 2607 S-Bldg, Phone: (202) 260-8295

Effective: **June 2012**

ITEM DESCRIPTION AND CHECKLIST OF REQUIREMENTS (IDCR) FOR BEEF SPECIAL TRIM

I. ITEM DESCRIPTION

Beef Special Trim will be limited to any combination of the following muscle systems:

Peeled Knuckle – The peeled knuckle shall include the *rectus femoris*, and *vastus lateralis*, and may include the *vastus medialis*, and *vastus intermedius*.

Chuck Tender – The chuck tender shall consist of the *supraspinatus* muscle only.

Shoulder Clod Arm Meat – The shoulder clod arm meat shall include the *triceps brachii* muscles (long, medial and lateral head) only.

II. CHECKLIST OF REQUIREMENTS

All items must be produced in accordance with Food Safety and Inspection Service (FSIS) regulations and the checklist of requirements. The contractor's [technical proposal](#), submitted to the [COTR](#), must adhere to the following checklist requirements.

A. MATERIALS

1. MEAT COMPONENT

The contractor's [technical proposal](#) shall describe the necessary processing steps (including pictures) to comply with the items below.

Beef Round, Knuckle, Peeled or Beef Round, Knuckle, Full, Peeled - This item consists of the full knuckle or posterior portion of the full knuckle (*rectus femoris*, *vastus lateralis*, and may include *vastus medialis*, *vastus intermedius*). The knuckle shall (1) have the *tensor faciae latae* removed (peeled); (2) be butterflied to expose and remove the heavy connective tissue within the *rectus femorus* muscle and between the *rectus femoris* and *vastus lateralis*; (3) have the tendinous ends removed; and (4) have the *sartorius* removed.

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Date Revised: 06/04/12

Beef Chuck Tender - This item consists of the *supraspinatus* muscle, which lies dorsal to the medial ridge of the blade bone. The chuck tender shall be separated from other muscles through the natural seams. The large end (anterior end) shall be butterflied to expose and remove the heavy connective tissue within the muscle.

Beef Chuck, Shoulder Clod Arm Meat - This item is derived from the beef shoulder clod and shall consist of the large muscle system of the thick end of the clod (*triceps brachii* – long, medial and lateral heads only). The shank end shall be butterflied to expose and remove heavy connective tissue associated with the elbow tendon.

- a. Domestic Origin Of Meat Component – Beef must originate from U.S. produced livestock as defined in the [Supplement](#).
- b. Harvesting (Slaughtering) – Cattle will be harvested in facilities that comply with the following requirements:
 - (1) Humane Handling – Cattle will be humanely handled in accordance with all applicable FSIS regulations [and AMS requirements](#).
 - (2) Pathogen Intervention Steps – Include at least two pathogen intervention steps. One of the intervention steps shall be steam pasteurization, an organic acid rinse, or a 180°F hot water wash and must be a critical control point (CCP) in their FSIS recognized slaughter process Hazard Analysis Critical Control Point (HACCP) plan.
 - (3) Spinal Cord Removal – Remove all spinal cord material during the harvesting process.
 - (4) Carcass Testing – Routinely test carcasses for *E. coli* 0157:H7 to verify effectiveness of interventions at CCP.
- c. Boneless Beef – Only fresh-chilled boneless special trim which comply with the following requirements and has never been previously frozen will be allowed:
 - (1) Traceability – Contractors are responsible for providing sufficient product traceability and must have records to verify the source of raw materials used in each production lot.
 - (2) Handling – All boneless beef must be maintained in excellent condition. The contractor's [technical proposal](#) shall include detailed production scheduling that addresses time and temperature controls necessary to maintain excellent condition of the boneless beef.

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(3) Objectionable Materials – The following objectionable materials shall be excluded: Major lymph glands (*prefemoral*, *popliteal*, and *prescapular*), thymus gland, bone, cartilage, sciatic (*ischiatric*) nerve, heavy connective tissue (shoulder tendon, elbow tendon, silver skin, *sacrociatic* ligament, opaque periosteum, tendinous ends of shanks, *patellar* ligament (stifle joint)).

d. Mechanically Separated – Beef that is mechanically separated from bone with automatic deboning systems or advanced meat (lean) recovery (AMR) systems is not allowed.

2. NON-MEAT COMPONENTS

Non-meat components such as spinal cord, organ tissue, and foreign material are not allowed.

3. FAT LIMITATIONS

Maximum average surface fat thickness – Peeled/Denuded, Surface Membrane Removed (90 percent lean exposed). Flake fat cannot exceed 1/8-inch in depth at any point.

4. GRADE REQUIREMENT

No grade requirement.

5. STATE OF REFRIGERATION

Fresh-Chilled or Frozen as specified in the [Supplement and/or Solicitation](#). When Fresh-Chilled is specified, product will be maintained and delivered at a temperature not less than 28°F (-2.2°C) or higher than 40°F (4.4°C). When frozen is specified, product will be frozen to an internal temperature of not higher than 0° F (-17.8°C) within 72 hours from the time of final fabrication of the lot.

B. PREPARATION FOR DELIVERY

The contractor's [technical proposal](#) will assure that all packaging, packing, labeling, closure, marking, and palletization comply with the National Motor Freight Regulations and FSIS regulations and the requirements listed below.

1. PACKAGING

For Beef Special Trim to be delivered frozen, product shall be bulk packaged without use of plastic liner material. When Beef Special Trim is to be delivered fresh-chilled, product shall be placed into plastic lined combo bins.

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2. PACKING

Frozen bulk packaged Beef Special Trim shall be packed into containers to a net weight of 60 pounds. Only one style and size of leak proof container will be used for each item within any one delivery unit. Fresh-chilled Beef Special Trim bulk packaged product shall be placed in plastic lined combo-bins to a weight of between 1850 to 2250 pounds.

3. CLOSURE

Sixty (60) pound shipping containers shall be strapped. Combo-bins shall be sealed.

4. LABELING

Shipping container labels will be illustrated in the contractor’s [technical proposal](#) and contain the following information:

- a. USDA shield at least 2 inches high and appearing on the top of the container or on the principle display panel.
- b. Applicable [purchase order number](#).
- c. A traceability code that is traced back to establishment number, production lot, and date.
- d. The appropriate [product name and material number](#) listed in the table below for each of the items.



Item	Material Number
Beef, Boneless, Special Trim, Frozen	100156
Beef , Boneless, Special Trim, Chilled	100171

- e. The words “For Further Processing into Cooked Product” will appear on the principal display panel.
- f. [A nutrition facts panel based on actual nutritional analysis of the product.](#)
- g. [Ingredient declaration \(including single ingredient products\).](#)
- h. [An allergen statement in a format which complies with the Food Allergen Labeling and Consumer Protection Act \(FALCPA\) for any product which contains milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, soy or wheat; e.g. Allergen: This product contains _____.](#)

Approved by MEO MEO
 Date Issued: 02/01/08
 Date Revised: 06/04/12

C. PALLETIZED UNIT LOADS

All product shall be stacked on new or well-maintained pallets and palletized with shrink wrap plastic, unless otherwise specified in the solicitation. Pallet loads shall be stacked in a manner that minimizes the overhang of the shipping containers over the edges of the pallets and exposes each shipping container's principle display panel to facilitate certification examinations.

D. DELIVERY UNIT

The delivery unit shall be 42,000 pounds (18,900 kg.) net weight (700 frozen shipping containers or 20 fresh-chilled combo-bins).

E. DELIVERED PRODUCT**1. SIZE AND STYLE OF CONTAINER**

Only one size and style of shipping container may be used in any one delivery unit.

2. TEMPERATURE

Product temperature will not exceed 0°F at the time of shipment and delivery for frozen delivery, 40°F at the time of shipment and delivery for fresh-chilled delivery.

3. SEALING

All products must be delivered to AMS destinations under seal with tamper proof, tamper resistant, serially numbered, high security seals that meet the American Society for Testing and Materials Standard F 1157-04.

F. PRODUCT ASSURANCE**1. WARRANTY AND COMPLAINT RESOLUTION**

- a. Warranty – The contractor will guarantee that the product complies with all contractual requirements required under this Supplement.
- b. Complaint Resolution – The contractor's technical proposal must provide steps taken to resolve complaints received on the product (i.e. point of contact, cause and effect analysis, corrective and preventative actions taken, and product replacement).

Approved by MEO MEO
Date Issued: 02/01/08
Date Revised: 06/04/12

2. NON-CONFORMING PRODUCT

The contractor must have documented procedures that assure nonconforming product identification, segregation, and disposition in order to prevent misuse and that nonconforming product is not delivered to USDA. The plan must address 1) control and segregation of non-conforming product, 2) removal of any USDA markings, and 3) disposition of non-conforming product, including vendor notification in writing to the Standardization Division of final disposition (e.g., diverted to commercial production, cooked product or destroyed).

Approved by MEO MEO
Date Issued: 02/01/08
Date Revised: 06/04/12



Martin E. O'Connor

APPROVED

**TECHNICAL REQUIREMENTS
SCHEDULE – ANIMAL HANDLING AND
WELFARE 2010 (TRS-AHW-2010)**

Contracting Officer Technical
Representative (COTR) Standards,
Analysis, and Technology Branch
Room 2607 S-Bldg, Phone: (202) 720-
4486

Effective: **May 2010**

Animal Handling and Welfare

1.0 General

1.1 Program Approach

The contractor and all subcontractors must develop and implement a written program that is consistent with a systematic approach to humane handling and welfare as outlined in 69 FR 54625. The program will ensure proper animal handling and welfare techniques are conducted from the time the transportation conveyance enters the facility's premises through the stunning and exsanguination processes of the animal.

1.2 Program Submission

The program will be submitted as a supporting document to the firm's approved technical proposal and must address the requirements outlined in **Section 2.0 – Program Components**.

2.0 Program Components

The contractor must ensure that any facility that harvests animals for the program has a:

2.1 Mission Statement

Mission Statement on Animal Handling and Welfare that is distributed to all employees and conspicuously displayed at the premises.

2.2 Training Program

Training program on Animal Handling and Welfare that:

- is provided to all employees interacting with animals;
- [covers Chapter 3: Transportation Audit Guidelines, Core Criteria 1 and 3 of the AMI Recommended Animal Handling Guidelines and Audit Guide 2010 Edition;](#)

- covers Chapter 4: Auditing Animal Handling and Stunning 7 Core Criteria of the AMI *Recommended Animal Handling Guidelines and Audit Guide 2010 Edition*;
- is conducted no less frequently than once a year for each designated employee; and,
- requires signed documentation from each employee and confirmation by signature of the designated trainer upon successful completion of training.

2.3 Quality Management Plan

Written quality management plan (internal) which addresses the provisions of [Chapter 3: Transportation Audit Guidelines, Core Criteria 1 and 3, and Chapter 4: Auditing Animal Handling and Stunning, 7 Core Criteria](#), of the AMI *Recommended Animal Handling Guidelines and Audit Guide 2010 Edition*, found at the following web site:

<http://www.animalhandling.org/ht/d/sp/i/26752/pid/26752>

2.4 Non-Ambulatory and U.S. Suspects

2.4.1 Cattle

Written protocol in-place and enforced that precludes the receipt of or having non-ambulatory, disabled cattle on the harvest facility premise. In the event that animals become non-ambulatory or disabled at any time while present at the harvest facility, the animal will be humanely euthanized and the carcass removed from the premise in a timely manner through contracted services or other means.

2.4.2 Hogs and Sheep

Written protocol in-place and enforced that ensures all animals designated by FSIS as U.S. Suspects (9 CFR 301.2) that are slaughtered are appropriately segregated during the harvest and production processes and precluded from inclusion in any products purchased by AMS.

3.0 Program Evaluation and Eligibility

The program will be audited (external) by a firm accredited by AMS. The accreditation of the firm will be conducted by the Audit, Review and Compliance Branch through the **LS ISO Guide 65 Program**. Alternatively, at the option of the contractor or subcontractor, the audits can be performed by AMS auditors.

3.1 Audit Format

The AMS accredited auditing firm must conduct audits utilizing the following format:

3.1.1 [Transportation Segment \(Chapter 3: AMI Recommended Animal Handling Guidelines and Audit Guide 2010 Edition\)](#)

[Audited firms must pass Core Criteria 1 with a minimum scoring of excellent and Core Criteria 3 with a minimum scoring of acceptable each time an audit is performed.](#)

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3.1.2 **Animal Handling and Stunning Segment (*Chapter 4: AMI Recommended Animal Handling Guidelines and Audit Guide 2010 Edition*)**

Audited firms must pass Core Criteria 1 through 5 with a minimum scoring of acceptable while Core Criteria 6 and 7 must be adhered to with full compliance (zero tolerance) each time an audit is performed.

3.2 **Initial Audit**

Initial audit must be performed prior to award of contracts.

3.3 **Audit Failure**

If an audit is failed for any of the Core Criteria, the firm is not eligible to provide product until such a time that corrective and preventative actions are approved by the Contracting Officer, implemented and proven effective.

3.4 **Audit Frequency and Status**

- STANDARD - Until four (4) consecutive successfully passed audits are attained, an audit must be conducted within 3 months of the previous audit.
- MONTHLY - If at any time an audit identifies any of the Core Criteria not meeting the pass requirements while in the STANDARD phase, auditing will be required to be conducted on a monthly basis once corrective and preventative actions have been approved by the Contracting Officer, implemented and proven effective. This schedule will be for a period of time until four (4) successive audits are found to meet the pass requirements noted within [Chapter 3 \(Core Criteria 1 and 3\)](#) and [Chapter 4 \(Core Criteria 1 through 7\)](#) of the *AMI Recommended Animal Handling Guidelines and Audit Guide 2010 Edition*; at which time audits shall be conducted on the STANDARD basis.
- If four successfully conducted audits are sequentially completed within a one year period while in STANDARD auditing phase, the facility may move to a SEMI-ANNUAL audit basis.
- SEMI-ANNUAL - Semi-annual audits may continue until such time that a failed audit is reported or a period of greater than six months has elapsed without any audits being performed; at which time the audits must resume as described for STANDARD audits.

4.0 **Contracting Officer**

The contracting officer can declare a contractor's and/or subcontractor's Animal Handling and Welfare Program out of compliance at any time.

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