

**DeCA Technical Data Sheet
For Fresh Fruits and Vegetables (FF&V)
November 2008**

A. GENERAL REQUIREMENTS:

(1) The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this agreement. The contractor shall supply DeCA commissaries with quality products that meet or exceed U.S. Grade No. 1. USDA Quality Standards for Fresh Fruits and Vegetables shall be used as a guide for purchasing product. Standards can be found on the U.S. Department of Agriculture's web-sites <http://www.ams.usda.gov/standards/vegfm.htm> and <http://www.ams.usda.gov/standards/frutmrkt.htm>. **Additional information about the Perishable Agricultural Commodities Act (PACA) may be found at www.ams/usda.gov/fv/paca.htm.**

(2) INSPECTION: Each lot of produce (fresh produce and/or cut products) identified as destined for delivery to the commissaries will be USDA certified. Each lot of produce that has been inspected will be represented by cases, boxes or pallets being prominently marked as being USDA certified and inspected. Delivery to the commissary is to be made within 48 hours of inspection. The contractor shall secure and maintain a signed USDA certificate from the inspector performing the inspection. The contractor shall maintain the USDA certificates on file throughout the life of the contract. Upon request, the contractor shall provide the certificates to the Region Produce Specialist or contracting office via email or facsimile. Commissary personnel maintain the authority to make the final determination regarding inspection and acceptance of products delivered.

(3) DELIVERY VEHICLES: The supplies delivered under this agreement shall be protected from contamination and deterioration. Proper temperatures shall be maintained for each product. Vehicles shall be maintained in a clean sanitary condition to prevent contamination of the food and shall be subject to inspection by the Government at all reasonable times. Supplies submitted for acceptance in vehicles which are not sanitary acceptable may be rejected without further inspection. Shrink wrap shall be used to secure items to pallets and provide stabilization.

(4) CODE DATING: Items such as bag salads, cut mushroom and other like items that normally have a sell by date will be clearly marked on each package.

(5) SANITARILY APPROVED SOURCES: All subsistence items shall be from approved sources as defined by the Contracting Officer. Any subcontracting entity existing other than the primary contractors will be identified by name and address of processing facility. The identification on the primary container may consist of either the manufacturing plant name and address or a manufacturing plant code. When the manufacturing plant is identified on the shipping documents accompanying the delivery, the plant shall be identified by complete name and address. DeCA Contractors should use suppliers that are recognized as using Good Manufacturing Practices, GMP, as outlined by the FDA/ USDA.

(6) PRODUCT COMPLIANCE: If any products acquired under this agreement are recalled under the provisions of the Federal Food, Drug, and Cosmetic Act, and regulations, the Contractor shall, at the Government's option, either reimburse the Government, repair or replace the recalled supplies. Additionally, the Contractor shall notify the Contracting Officer immediately when a firm decides to voluntarily recall or withdraw any product from the market place. Replacement or reimbursement shall be accomplished by the Contractor immediately. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies shall be paid by the Contractor. The rights and remedies of the Government are in addition to, and do not limit any rights afforded to the Government by any other clause in the agreement.

(7) LABORATORY TESTING: Only Produce Certified Laboratories from the FDA, USDA or State Approved Labs may be used to test product. Testing may be performed to confirm suspected food-borne illnesses, problems with product shelf life, or customer complaints pertaining to product quality/wholesomeness. All laboratory results will be forwarded to the Contracting Officer and Contractor.

(8) OCONUS SHIPPING REQUIREMENTS:

- (i) Certification requirements for deliveries made to OCONUS commissaries are the responsibility of the Contractor or his distributor. Acceptance of products by the Government for OCONUS sites will be at the port of embarkation.
- (ii) Inspection will be for identity, quantity, and condition, as defined below:
 - a. Identity - A determination that the item delivered conforms to product characteristics, packing, labeling, marking, and unitization, as applicable.
 - b. Quantity - A determination that the net weight volume or count per shipping container, intermediate container, primary container or unit is as specified.
 - c. Condition - A determination that the product's wholesomeness and serviceability are as warranted.

B. QUALITY ASSURANCE PROVISIONS FOR FRESH FRUITS AND VEGETABLES:

(1) Fresh fruits and vegetables shall be transported in vehicles which are equipped to maintain any temperature required for the type of item ordered and which will maximize shelf life upon receipt. Temperature criteria for mixed loads shall be between 35 and 40 degrees F. Produce items shall be protected from temperature extremes and abuses. Products sensitive to ethylene oxide production shall be protected accordingly during transit.

(2) Fresh produce marketed as "organic" shall meet the labeling and handling requirements of the Department of Agriculture in the state of origin and sale.

(3) Fresh mushrooms shall be either bulk packed (no cover or air restriction) or SHALL have at least two holes cut in the plastic cover that are at least 1/8 inch in diameter or a breathable plastic wrap.

(4) Pre-packaged fresh fruits and vegetables shall be delivered as fresh as possible, but must have at least 1/2 (50%) of the processors recommended guaranteed shelf life remaining at time of delivery. Products shall be delivered between 34 and 38 degrees F. or as recommend by the contractor.

C. NONCONFORMING SUPPLIES:

(1) Nonconforming supplies are supplies that are defective in appearance or workmanship or are otherwise not in conformity with quality or contract requirements. Nonconforming products will be reported on a DeCA Produce Inspection Report Worksheet. Copies of the Nonconformance will be e-mailed to the appropriate mailboxes at the Region, HQ's and Suppliers. All stores produce inspection reports will be kept and maintained at store level.

(2) The Contracting Officer or Ordering Officer in addition to the rights and remedies outlined in 52.212-4(a) may upon mutual agreement of an equitable price adjustment, accept the non-conforming supplies. Failure to agree upon an equitable price adjustment shall be a dispute and shall be resolved by the Contracting Officer.

(3) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or re-test necessary.

D. PACKAGING, PACKING, LABELING, AND MARKING:

(1) Packaging shall be in accordance with normal retail commercial practices for supermarket chains, unless otherwise specified in the individual item description.

(2) Packing shall be in accordance with acceptable commercial practice. Shipping containers and closure of shipping containers shall be in accordance with either the Uniform Freight Classification or the National Motor Freight Classification, as applicable. Unless otherwise specified in the individual item description, the net weight of individual shipping containers shall not exceed 90 pounds.

(3) Labeling shall be in accordance with commercial labeling and shall comply with the Federal Food, Drug and Cosmetic Act and associated regulations.

(4) Marking shall be in accordance with commercial practices, provided the following data are included:

Grower's Name

Item Nomenclature

Quantity, Size, Unit or Net Weight (when applicable)

Date Packed (e.g. day/month/year or Julian date)