

INSPECTION REQUIREMENTS (BPA) (JAN 2002)

(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.

(2) **INSPECTION:** The term Medical Food Inspector (MFI) shall indicate USAF Public Health and/or US Army Veterinary personnel assigned to MFI duties. The Contractor shall be responsible for presenting the items being delivered to MFI personnel at the designated food inspection location(s). MFI personnel will determine compliance with sanitary, quality, and wholesomeness requirements as stated in these provisions. Confirmation of inspection times can be obtained from commissary personnel. NOTE: Food supplies delivered when a food inspector is not available may be provisionally accepted by the receiving department pending review and/or inspection by the MFI. If there is no MFI permanently assigned to a store, evaluation/inspection for these requirements becomes the responsibility of the commissary management/department manager/receiving personnel.

(3) **DELIVERY VEHICLES:** The supplies delivered under this agreement shall be protected to prevent contamination and maintain required delivery temperatures. Vehicles shall be maintained in a 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 may be rejected without further inspection. Concurrent transportation of bulk contained pesticides, rodenticide, petroleum products, inedible products, or other caustic or volatile compounds or household chemicals with foodstuffs is undesirable but occasionally necessary. When a carrier jointly transports foodstuffs and cleaning agents or hazardous products, the cleaning agents or hazardous products will be effectively separated from the foodstuffs. These products shall be unitized, loaded completely lower than any foodstuffs on the carrier, and separated horizontally from the foodstuffs to the maximum distance allowed by the physical configuration of the carrier. Shrink wrap shall be used to secure items to pallets and provide stabilization.

(4) **CODE DATING:** Prior to, but not later than the first delivery, the Contractor shall furnish the commissary officer and/or the MFI a letter on the manufacturing company's letterhead, that defines shelf life of each perishable product and instructions on how to read/interpret or decipher code dates for all items that will be delivered under this agreement. This same information will be provided for other items delivered under this agreement upon request to the commissary officer/MFI. Date codes must be stamped or embossed on the master shipping container (outer case/wrapper). Additionally, date codes shall be stamped or embossed on all individually wrapped packages for resale of meat, fish, poultry, dairy, and bread products and individually prepared items at the point of processing/production. Coding shall represent the date of production, pasteurization, manufacture, or pickup/pull date. When pickup/pull date codes are used, the key for code deciphering shall clearly explain the method for determining the production, packaging, etc., date. If date of pack is described as month and year, mid-month shall be used as expiration/pull/sell-by date. When changes are made to the coding system, an updated key code shall be provided immediately.

(5) **TEMPERATURE REQUIREMENTS:** Unless otherwise specified or exempted, (herein or elsewhere) for all perishable products requiring refrigerated temperatures, the receipt product internal temperatures shall not exceed 40 degrees F for chilled, 0 degrees F for frozen.

(6) **SANITARILY APPROVED SOURCES:** All subsistence items shall be from approved sources as authorized, or exempted in AFI 48-116 or VETCOM Circular 40-1. 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. When a code is used on the primary container to identify the source of manufacture, the supplier shall provide, in writing to the authorized individual responsible for the order, and receiving food inspection office, the information necessary to translate the code into the name and address of the manufacturing plant. MFI maintains or has available source listings of authorized, approved sources of subsistence.

(7) **SHELF LIFE REQUIREMENTS:** Products shall be of the latest date-of-pack available at time of delivery. For potentially hazardous food items, the vendor/sales representative shall provide the commissary officer and medical food inspection office product shelf life data (as specified or guaranteed by the manufacturer). Unless

otherwise specified in this agreement, products shall be delivered to locations specified in this agreement or the designated port of embarkation for overseas shipments with a minimum of one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining (rounded to the nearest whole day). Commissary holiday closure will allow for one day additional delivery time the day following closure, unless otherwise specified by the Contracting Officer. If the supplies delivered do not have the minimum number of days of shelf life remaining as set forth in this agreement, the Government has the right to reject them and require replacement.

(8) FDA 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. Upon notification by the Contracting Officer that supplies acquired have been recalled, the Contractor shall either (i) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (ii) request return of the supplies, or (iii) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement shall be accomplished by the Contractor immediately on receipt of Certificates of Destruction or returned supplies. 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. This applies only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. 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.

(9) LABORATORY TESTING: Samples of any food or over the counter medical product and dietary supplements may be submitted to a certified laboratory for bacteriological or chemical testing to determine product quality/wholesomeness by the destination inspector or store management personnel. Certified laboratories include the U.S. Army DOD Veterinary Laboratory, FDA and USDA laboratories, and any certified private laboratory. 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. AR 40-70 may be used as a guide for submitting laboratory samples.

(10) FEDERAL FOOD, DRUG AND COSMETIC ACT - FEDERAL MEAT INSPECTION ACT - POULTRY PRODUCTS INSPECTION ACT- EGG PRODUCTS INSPECTION ACT:

The Contractor shall be responsible for ensuring supplies delivered under this agreement comply with the Federal Food, Drug and Cosmetic Act - Federal Meat Inspection Act - Poultry Products Inspection Act - Egg Products Inspection Act, and regulations thereunder, regardless of whether or not the supplies have been:

- (i) Shipped in interstate commerce.
- (ii) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.
- (iii) Inspected, accepted, paid for or consumed, or any or all of these.

(11) PRODUCT INFESTATION: The Government will reject subsistence items when it finds any pests or insects, live or dead, or their eggs on or in product, packaging, packing, or unitization.

(12) 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. (See Export Certification Requirements in paragraph (c) below)

(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 PERISHABLES

(1) DEFINITIONS:

(i) Meat, Poultry Meat, Meat Food Products, Poultry Meat Food Products, Eggs, Egg Food Products, and Fresh or Frozen Fish:

(A) The term "meat, poultry meat, meat food products, poultry meat food products" includes perishable (fresh, chilled or frozen) meat and poultry meat, including processed meat and poultry meat food products, such as luncheon slices, frankfurters, bacon and ham, fresh eggs and perishable egg products. Also included are meat and/or

poultry meat products which contain a relatively small proportion of other food ingredients such as breaded chicken, pimento/olive loaf or cheese hot dogs. It excludes game, nonperishable meats and poultry meats, and all perishable or nonperishable mixed products (meat and/or poultry meat combined with other separately identifiable food articles to create a single food product, such as TV Dinners, sausage biscuit(s).

(B) The term "eggs" means the fresh whole shell eggs of the domesticated chicken, turkey, duck, goose, or guinea. The term "egg products" means only frozen whole eggs, egg whites and/or egg yolks.

(C) The term "fresh or frozen fish" means finfish, mollusks, crustaceans, and all other forms of aquatic animal life used for human consumption; the term does not include marine mammals and seabirds.

(ii) Dairy Products, Edible Fats or Oils, and Food Products Prepared from Edible Fats and Oils:

(A) Dairy products - Products manufactured for human consumption which are derived from the processing of milk, and includes fluid milk products. (Definition taken from section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502)(e)). Includes milk, cheese, processed cheese products, butter, yogurt, and ice cream.

(B) Edible Fats or Oils - Fats or oils derived from plants or animals which are fit for human consumption. Includes cooking oils and salad oils.

(C) Products Prepared from Edible Fats or Oils - Products prepared from, and composed primarily of, edible fats or oils derived from plants or animals. Includes salad dressing, margarine, and mayonnaise.

(iii) Perishable Agricultural Commodity Act (Produce): Basic definition is contained in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)). The term means any of the following, whether or not frozen or packed in ice: fresh fruits and fresh vegetables of every kind and character; and includes cherries in brine.

(iv) Baked Goods: The term "Baked Goods" means perishable, fresh bakery products with a shelf life of 15 days or less, including all fresh bread and bread-type rolls and buns, fresh cakes, pies, pastries, and other similar perishable bakery products, such as tarts, doughnuts, cookies, sweet rolls/buns, muffins, croissants, bagels, tortillas, and biscuits (baking powder and raised). Also included are prepackaged snack cakes, snack pies, snack doughnuts; and partially cooked fresh bakery products such as brown and serve rolls. Excluded are "dry" products such as crackers, pretzels, prepackaged cookies, breadcrumbs, cones, cereals, and breakfast bars. Also excluded are all frozen bakery products, refrigerated canned biscuits or canned sweet rolls, and refrigerated or frozen dough.

(2) PRE-PACKAGED DELICATESSEN TYPE SALADS: (such as potato salad, coleslaw, pasta salad, etc.)

(i) Chilled meat, egg, and other high protein prepared salads shall have a pH of 4.6 or less. All salads shall have an established shelf-life of at least 21 days. Delivery shall be made with a minimum of 1/2, (50%) of the manufacturer's guaranteed shelf-life remaining and the maximum allowable temperature at delivery is 40 degrees F. Frozen salads shall be delivered within 30 days of manufacture and shall be stored and delivered at 10 degrees F or less.

(ii) Individual packages shall be marked with a pull or sell by date. All dates shall be open (i.e., April 3, 01; 3 April 2001).

(iii) Laboratory samples shall be collected and submitted to the DOD Veterinary Laboratory (DODVL) at Fort Sam Houston, Texas or other officially approved laboratories whenever products are suspect (products fail to survive projected shelf life or customer complaints suggest microbial problems) or when sampling is directed by the DODVL. AR 40-70 describes microbiological testing programs and microbiological standards.

(iv) The MFI will notify the commissary officer and Contracting Officer when a vendor fails to perform in accordance with the terms of this agreement or delivers a nonconforming product as determined by laboratory testing. The Contracting Officer will advise the Contractor of all non-conformances so that corrective measures may be instituted. Recurrent or critical non-conformances will result in suspension of the product and/or the Contractor.

(3) MEAT QUALITY ASSURANCE PROVISIONS:

(i) Delivery temperatures and age on delivery requirements. Unless stated specifically elsewhere in this document meats and meat products shall be delivered at the following temperatures.

(A) Fresh (chilled): 28 to 40 degrees F. (Ground meat products 29 to 32 degrees F.)

(B) Frozen: 10 degrees F or below.

(ii) Processed Meats (CONUS Deliveries):

(A) Vacuum packaged ready-to-eat meats (i.e., luncheon meat) must be delivered with a minimum of 1/2, (50%) of the manufacturer's guaranteed shelf life remaining with the exception of items delivered on Frequent

Delivery System (FDS) or Direct Store Delivery (DSD). Items delivered under FDS or DSD shall have a minimum of 14 days or 50% of remaining shelf life, whichever is greater.

(B) Fresh chilled ground pork sausage shall be delivered within 72 hours of packaging. Processed (i.e., smoked, shelf life enhancing additives, etc.) sausage with a guaranteed shelf life of 21 days or more may be delivered up to 7 days after packaging.

(C) Chilled, smoked, and cured pork products other than hams and sausage shall be delivered within 10 days of packaging. Products shall meet the Finished Product Characteristics of IMPS Series 500 for cured, cured and smoked, and fully cooked pork products.

(D) Frozen ground meats and poultry shall be delivered within 60 days of packaging.

(E) Frozen meat items authorized to be merchandized chilled shall be delivered frozen.

(F) Chilled and/or canned fully cooked ham shall be delivered with at least 1/2 (50%) of the manufacturers shelf life remaining.

(G) Case ready subprimals, meat cuts (beef, pork, lamb, and veal) and poultry shall have the appropriate USDA Grade on the label (unless otherwise specified).

(iii) Chilled Beef Items:

(A) General Requirements: All beef, except ground beef products, shall originate from USDA choice (unless otherwise specified), yield grade 3 or better, beef type cattle (no dairy type cattle allowed). Reverse roll grades are not allowed. There shall be no more than 5 days from date of kill to date of packaging. All primals shall be vacuum packed and delivered within 14 days from date of pack in excellent condition. Primals and subprimals shall meet the description for that item in IMPS Series 100, trim option 3 (surface fat, 1/8 inch average, NMT 1/4 inch at any one point) for cuts and roasts shall be specified. Weight range shall be specified.

(B) All beef items ordered other than IMPS or modified IMPS descriptions (to include case-ready items) shall be in excellent condition upon arrival, and delivered within 14 days of packaging. All products shall carry appropriate production plant inspection markings to indicate USDA inspection and grading.

(C) Beef for grinding or further processing into ground beef, although ungraded, shall originate from USDA inspected plants, and be packaged in materials which show the beef is of US origin and the facilities are USDA inspected. Coarse ground and/or chopped beef may be prepared from any graded or ungraded solid muscle portion of the beef carcass, including trimmings. Dark discolored meat and bloody neck meat; all bones, cartilage, spinal cord, back strap, and heavy connective tissue; and the prescapular, popliteal, and prefemoral. Send other exposed lymph glands shall be removed. The beef shall be practically free of bruises, blood clots, and bone dust. Bacteriologically, the supplier must be able to provide a product with an Aerobic Plate Count (APC) of less than 100,000 colonies per gram. The MFI may (at the request of the commissary officer or Contracting Officer) collect and submit ground beef samples to the DOD Veterinary Laboratory or other officially approved laboratories for verifying Contractor compliance with bacteriological standards.

(D) Specialty meats (tongue, liver, etc.) shall originate from USDA inspected plants and conform to applicable description in IMPS Series 700 for edible by-products.

(E) Beef items purchased frozen shall be frozen immediately upon packaging (within 5 days of kill) and shall be delivered with at least 1/2 (50%) of the manufacturers' shelf life remaining.

(iv) Pork: All pork primals, subprimals, and cuts shall originate from barrows and gilts and meet the material requirements of IMPS Series 400 for fresh pork (unless otherwise specified). When ordered as an IMPS item, it shall meet the item descriptions of IMPS Series 400, trim option 3 for cuts, roasts, diced items and portion cuts and its applicable Quality Assurance Provisions. Fresh pork must be packaged within 2 days from slaughter and delivered within 3 days from packaging for paper wrapped, within 7 days for gas flushed, and within 10 days for vacuum packed. Pork purchased frozen shall be frozen immediately upon packaging (within 2 days of kill) and shall be delivered with at least 1/2 (50%) of the manufacturers' shelf life remaining.

(v) Veal and Calf: Veal and calf primals, subprimals, and cuts shall originate from USDA Choice Grade or better carcasses. It shall meet other material requirements of IMPS Series 300 for veal and calf. If ordered as an IMPS item, it shall meet the IMPS Series 300 Item Description and applicable Quality Assurance Provisions. There shall be no more than 5 days from date of kill to date of vacuum packaging. Delivery shall be not more than 14 days from packaging. Veal and calf purchased frozen shall be frozen immediately upon packaging (within 5 days of kill) and shall be delivered with at least 1/2 (50%) of the manufacturers' shelf life remaining.

(vi) Lamb and Mutton: Lamb carcasses, saddles, and cuts shall be US Choice, Yield Grade 3 or higher, and meet the material requirements of IMPS Series 200 for fresh lamb and mutton (unless otherwise specified) and shall

meet the Item Description of IMPS Series 200 and the applicable IMPS Quality Assurance Provisions. There shall be no more than 5 days from date of kill to packaging and delivery shall not be more than 14 days from packaging. Products shall be frozen immediately upon packaging (within 5 days of kill) and delivered with at least 1/2 (50%) of the manufacturers' shelf life remaining.

(vii) Rabbit Products: All rabbit products shall be USDA inspected and only Grade A product will be accepted. Rabbit purchased frozen shall be frozen immediately upon packaging (within 2 days of kill). Frozen rabbit shall be delivered with at least 1/2 (50%) of the manufacturers' shelf life remaining.

(4) POULTRY QUALITY ASSURANCE PROVISIONS:

(i) Poultry and poultry products shall be purchased as "fresh" (delivery temperature 27 to 32 degrees F), "hard chilled or previously hard chilled" (delivery temperature 0 to 26 degrees F), or "frozen" (delivery temperature 0 degrees F or less, must be frozen immediately following processing). Poultry and poultry products that have previously reached a temperature of 26 degrees F or less SHALL NOT be labeled as "fresh." All poultry products shall be delivered at with at least 1/2 (50%) of the guaranteed shelf life remaining based on expiration, sell-by, or pull dates.

(ii) USDA Grade A poultry products shall be delivered unless otherwise specified. Each individual package (or case for bulk unwrapped pack) shall display the USDA grade shield.

(iii) Specialty items (i.e., quail, pheasant). All specialty poultry items shall be USDA inspected and if applicable, graded.

(iv) Ground Poultry: Fresh ground poultry meat shall originate from young healthy birds and shall be prepared from any graded or ungraded solid muscle portion of the carcass. Excluded will be organ meat (heart, liver, etc.), dark discolored meat, bloody meat, skin, trimmings, and all bones and cartilage. The meat shall also be practically free of bruises, blood clots, and/or bone dust. The lean to fat ratio shall be specified and clearly marked on master and/or primary shipping containers. Lean to fat ratio shall not be less than 90 percent lean (10 percent fat). Bacteriologically, the supplier must be able to provide a product with an APC of less than 100,000 colonies per gram. The MFI may (at the request of the commissary officer or Contracting Officer) collect and submit ground poultry samples to DOD Veterinary Laboratory or other officially approved laboratories to verify contractor compliance with bacteriological standards and fat content. Fresh ground poultry shall be delivered with a minimum of 1/2 (50%) of its shelf life remaining.

(5) WATERFOOD QUALITY ASSURANCE PROVISIONS:

(i) Waterfood delivered either as case ready or for contract operated fish markets shall be in excellent condition, practically free of parasites, and showing no evidence of mishandling. Products delivered as fresh and intended to be sold as fresh shall not have been previously frozen. Waterfoods previously frozen and/or delivered frozen to be displayed and sold as a chilled item must be labeled "previously frozen." All ice used on or around fish products must be sanitarily produced from potable water.

(ii) Packaging and labeling: Waterfood purchased as case ready shall be packaged in consumer size packages with oxygen permeable wrapping (if to be sold chilled) and dated with the "sell by date" and labeled IAW paragraphs (A) through (E) below. All "sell by" dates shall be open (i.e., day, month, and year - April 3, 01; 3 April 2001). Bulk packed waterfoods intended for resale in a fresh fish market shall be similarly case marked. Vacuum packed fresh and/or smoked waterfoods are not authorized, except as individually approved by DeCA Public Health and Food Quality Assurance Office.

(A) Fish - shall be labeled with the acceptable market or common name as provided in the FDA Guide to Acceptable Market Names For Food Fish Sold in Interstate Commerce (The Fish List) 1993 or later editions.

(B) Molluscan shellfish - Live shellfish (shell stock) and shucked fresh or frozen shellfish shall have affixed to the label the Interstate Shellfish Shippers List Number indicating source of the products.

(C) Shrimp - shall be labeled with the common species name, market form, and counts per/lb. Shrimp which have been treated with additives to enhance their keeping quality must be labeled with those ingredients. Bulk shrimp shall have the following information: Name and address of processor or distributor, common name, count, net weight, and ingredients.

(D) Live lobsters and crabs shall be seasoned (maintained in a holding tank for a minimum of 24 hours so that purging is done) prior to delivery.

(E) Other waterfoods shall be labeled with sufficient information for patrons to determine species, market form, and ingredients other than waterfood flesh.

(iii) Delivery Temperatures:

- (A) Fresh fish: 28 to 38 degrees F.
- (B) Frozen fish and other frozen Waterfoods: 10 degrees F or lower.
- (C) Live shellfish (shell stock) and lobster: 35 to 45 degrees F.
- (D) Fresh shucked shellfish and oysters: 29 to 35 degrees F (NOTE: The pH for oysters must be 6.0 or higher).

(iv) Age on delivery and merchandising requirements:

(A) Fresh Fish:

- (1) Bulk packed fish, not "Packaged Under Federal Inspection" (PUFI), for resale in a contractor operated fish market shall be received in excellent condition and delivered up to 48 hours after processing.
- (2) Farm raised fish harvested, packaged, and labeled "Packed Under Federal Inspection" (PUFI) with a guaranteed shelf life of 12 or more days may be delivered up to 5 days after packaging. Sale is permitted for the length of the guaranteed shelf life or 14 days, whichever is more restrictive.
- (3) Other prepackaged fish products shall be received within 2 days of processing and shall be sold up to their guaranteed shelf life not to exceed 5 days after packaging.
- (B) Cured and smoked fish shall be received within 2 days of processing unless "PUFI" (3 days) or vacuum packaged (5 days) and merchandised up to their guaranteed shelf life not to exceed the following:

Cured and Smoked Items	Shelf Life
Non PUFI	5 Days
PUFI Label	7 Days
Vacuum Packed (PUFI only)	12 Days

(C) Fresh shucked shellfish and oysters shall be delivered with at least one half of their shelf life remaining.

(D) Frozen waterfood shall be delivered with at least 1/2 (50%) of the manufacturers' shelf life remaining. Frozen fish to be merchandised thawed shall be received frozen and shall be merchandised up to 5 days from tempering.

(6) DAIRY PRODUCTS QUALITY ASSURANCE PROVISIONS:

- (i) Frozen desserts and/or novelties shall conform to applicable USDA Commercial Item Description or, in their absence, good commercial practice.
- (ii) Test weighing or volume measurement may be accomplished to determine compliance with contractual provisions. Volume or net weight shortages of any line item, revealed by inspection of a representative sample of said line item, may result in rejection or adjusted payment by the receiving installation for the entire quantity of the line item delivered on the day the shortage is discovered.
- (iii) Temperatures on delivery. Fresh products shall be delivered between 32 and 40 degrees F, frozen products will be delivered at 0 degrees F or lower.
- (iv) Age on delivery. The minimum remaining shelf life for fresh dairy products on delivery shall be 10 days, unless otherwise specified.
- (v) The Contractor shall maintain all reusable containers, carts, etc., in a good state of repair. At each delivery, the Contractor shall remove all empty reusable containers from the premises of the commissary, unless the Contracting Officer grants permission (in writing) for less frequent removal. The Government will not be liable for any damage to, or loss/destruction of, containers and equipments furnished by the Contractor. All "leakers" and/or damaged cartons will be replaced by the Contractor at no expense to the Government.
- (vi) Fresh dairy products being shipped OCONUS shall be delivered to the shipping point with the minimum shelf life remaining as indicated above. Ultra pasteurized, extended shelf life, and UHT long shelf life dairy products shall meet the minimum shelf life remaining requirements as indicated in paragraph (a)(7).
- (vii) Cheese and Cheese Products:
 - (A) Age of delivery. All cheese and cheese products shall have at least 1/2 of the manufacturers projected shelf life remaining on delivery.
 - (B) Temperature:
 - (1) Acceptable range is 32 to 40 degrees F for soft cheeses such as natural mozzarella, natural provolone, and cream cheese.

(2) Acceptable range is 32 to 50 degrees F for hard cheeses such as natural cheese, natural Swiss, Swiss and American processed cheddar and processed natural Swiss, Swiss and American processed, cheddar, processed, and blue veined.

(C) Individual packages shall be date labeled or embossed with a date of production or a "sell-by" date.

(7) BREAD AND BAKERY PRODUCTS QUALITY ASSURANCE PROVISIONS:

(i) Commercial labeling and/or coding shall be acceptable provided that the day or date of baking and packaging can be easily determined (color coded ties/tags are acceptable). Bakery products that have been previously frozen and are being merchandised thawed shall be individually package labeled or shelf labeled.

(ii) In accordance with current commercial practices, the Contractor shall deliver according to the maximum age listed below. Removal and replacement-in-kind, at no cost to the Government, shall be according to manufacturers guaranteed shelf life. For Contractors with no guaranteed shelf life, the maximum product age on shelf as listed below shall be used to regulate removal and replacement-in-kind, at no cost to the Government.

ITEM	MAXIMUM AGE UPON DELIVERY	SHELF LIFE
Bread	24 hours	48 hours
Bread, Whole Wheat, Raisin, Rye, Etc.	48 hours	72 hours
Buns, Hamburger, Hot Dog	48 hours	72 hours
Rolls, Parkerhouse, French, Dinner	48 hours	72 hours
Rolls, Brown and Serve	48 hours	7 days
Rolls, Sweet	96 hours	7 days
Doughnuts, Fresh	24 hours	48 hours

(iii) All bread and bakery products shall be delivered in clean non-disposable boxes or in the Contractors' clean returnable racks. Empty containers or returnable racks shall be picked up at each delivery. The Government will not be responsible for the loss or damage of same.

(8) SHELL EGG QUALITY ASSURANCE PROVISIONS:

(i) Only U.S. Consumer Grade A or better eggs shall be provided. The Contractor shall furnish a USDA grading certificate for each egg shipment (Ref 7 CFR part 56, "Regulations Governing the Grading of Shell Eggs"). Individual cartons carrying an official USDA grading shield may be accepted without a grading certificate. Non-USDA graded eggs are acceptable if from an approved source and they are accompanied by a certificate of conformance indicating that the eggs are equal to or better than U.S. Consumer Grade A eggs.

(ii) Shell eggs shall be transported, stored, and displayed at or below 45 degrees F (7 degrees C) ambient temperature.

(iii) Age. Each carton shall be marked with a date of pack. Eggs shall be delivered within 15 days of the date of pack.

(iv) All damaged (broken, cracked, leaking, etc.) eggs shall be replaced by the Contractor at no expense to the Government.

(v) Receipt inspection for all terms of this agreement will be at the discretion of the Government.

(9) FRESH FRUITS AND VEGETABLES QUALITY ASSURANCE PROVISIONS:

(i) All produce shall have resale eye appeal. All products shall be U.S. #1 or better. Where there are no USDA Grade standards specified, the best quality shall be purchased with a minimum of 90% free from defects (FFD).

(ii) 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 55 degrees F. Produce items shall be protected from temperature extremes and abuses. Products sensitive to ethylene oxide production shall be protected accordingly during transit.

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

(iv) 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 1/8 inch in diameter or larger.

(v) Pre-packaged fresh fruits and vegetables shall be delivered as fresh as possible, but must have at least ½ (50%) of the processors recommended guaranteed shelf life remaining at time of delivery. Products shall be delivered between 34 and 38 degrees F.

(c) EXPORT CERTIFICATION REQUIREMENTS

(1) Applicable to perishable (fresh, chilled/frozen or further processed) meat, meat products, poultry, poultry products, rabbits and eggs for export. Contractors are cautioned that products containing meat or poultry (e.g., meat topping on frozen pizza, TV dinners, meat pies, etc.) must also be certified.

(2) Products delivered without the required/properly executed certificate(s) will be rejected.

(3) Perishable meat, meat products, poultry and poultry products, rabbits and eggs designated for export from the United States must be certified by the U.S. Department of Agriculture (USDA) in accordance with applicable USDA Food Safety Inspections Service Directives and Notices. The Contractor shall furnish the USDA Certificates.

(4) Country of consignment is required on all certificates. These certificates will bear a "consigned to" address as follows:

U.S. Military Forces _____ (Insert country of consignment)

(5) All costs associated with issuance of required certificate(s) shall be the responsibility of the Contractor.

(6) All required certificates must bear the original or carbon signature of an authorized Government official. Machine duplicates of signed certificates are not acceptable unless resigned in ink by an authorized Government official. (Except as otherwise noted)

(7) Official USDA Export Stamp bearing the number of the export certificate is not required on shipping cases for Military export.

(8) Additional certification requirements may subsequently be imposed by host nations. Contractor shall provide any additional required certifications.

(9) Exports for U.S. Military Forces shall originate from any Government approved establishments to include, but not limited to, USDA, DOC, FDA, etc.

(10) Contract (PIIN) number and call number shall be entered on each export certificate.

(11) Export requirements for individual countries are located on the USDA Library of Export Requirements web site at www.fsis.usda.gov/OFO/export/explib.htm.

(d) DISTRIBUTION OF CERTIFICATES FOR SHIPMENTS TO DeCA's CENTRAL DISTRIBUTION CENTERS (CDC) FROM VENDOR'S PLANT/WAREHOUSE

(1) Original and two copies of shipping documents shall be provided as follows to the appropriate Central Distribution Center (CDC) and all commercial Ports of Embarkation (POE):

i. One copy of certificate in a waterproof plastic document protector attached to a package immediately visible on the opening of the van.

ii. One copy in a waterproof plastic document protector attached with waterproof tape to the door latch rod above the left door handle of the van.

iii. Mail the original in an envelope conspicuously marked HEALTH CERTIFICATES at time of shipment via express mail international (on demand or custom designed service) to overseas destination specified in contract.

(2) For shipments to the United Kingdom, use distribution a and b above, and mail the original certificate by express mail international (on demand or custom designed service) to:

Central Distribution Center
ATTN: Subsistence Inspection Vet
c/o East Suffolk C/S Food Services
Parker Avenue, Felixstowe
Suffolk, England
IP118 HE

NOTE: If neither of the special international mail services is available at the contractor's shipping point or local post office, mail the certificate by regular international air mail to the appropriate address above.

(3) If Block 7 of TCMD is marked JG1 specified as Port of Debarkation (POD) for shipments to the Netherlands and/or Germany with Rotterdam specified as POD, distribution is as follows:

- i. One copy of certificate in waterproof plastic document protector attached to a package immediately visible on the opening of the van.
- ii. One copy in a waterproof plastic document protector attached with waterproof tape to the door latch rod above the left door handle.
- iii. Mail original certificates by express mail international (on demand or custom designed service) to the appropriate address according to container shipment.

Netherlands:
Commander
838th Trans Bn
ATTN: MTES-BX-T
Lylantseplein 1
2908 LH Capelle an den IJssel
The Netherlands

Germany:
Central Distribution Center
Kaiserslautern
ATTN: 64th Med Det (VS)
An der Weilerbacher Bruecke
67661 Kaiserslautern/Einsiedlerhof
Germany

(4) Missing Export Certificates: When contacted by the Contracting Officer, the vendor will forward a copy of the original USDA Export Certificate by fax to: DeCA European Region, ATTN: Transportation Office, fax 011-49-631-352-3130 or as otherwise directed.

(5) In the event the contractor fails to obtain and distribute the required certificates as specified herein, the contractor shall be responsible for all costs incurred by the Government as a result of such failure. Such costs shall include, but not be limited to the following:

- i. Demurrage costs associated with detention.
- ii. Loss of product during or resulting from detention.
- iii. Loss of product shelf life during or resulting from detention.
- iv. Costs associated with obtaining or transferring replacement supplies from another source or location for intended use.
- v. Cost to maintain refrigeration of perishable supplies during detention.
- vi. Cost of transportation and supplies when release of supplies for intended use cannot be obtained.
- vii. Administrative costs.

(End of clause)

