


ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. HDEC02-11-A-0001		2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/CALL 2010 Nov 22		4. REQ./ PURCH. REQUEST NO.		5. PRIORITY				
6. ISSUED BY DEFENSE COMMISSARY AGENCY RESALE CONTRACTING DIRECTORATE - MPR 1300 E AVENUE FORT LEE VA 23801-1800			CODE HDEC02		7. ADMINISTERED BY SEE ITEM 6			CODE		8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR LEWES FISHHOUSE & PRODUCE, INC. CHARLES DONOHUE 17696 COASTAL HWY LEWES DE 19958-6214			CODE 661K2		FACILITY		10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
							12. DISCOUNT TERMS Net 7 Days		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15			
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DEF FINANCE & ACCOUNTING SVC "EFT: T" COLUMBUS CENTER ATTN: DFAS-BVDV/CC P O BOX 182047 COLUMBUS OH 43218-2047			CODE HQ0104		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.										
	PURCHASE	Reference your quote dated Furnish the following on terms specified herein. REF:										
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1												
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA TEL: (804) 734-8000 ext 48900 EMAIL: phyllis.mcgowan@deca.mil BY: PHYLLIS MCGOWAN					 CONTRACTING / ORDERING OFFICER		25. TOTAL		
			26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____		27. SHIP NO.		28. DO VOUCHER NO.			30. INITIALS		29. DIFFERENCES
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		34. CHECK NUMBER			
							35. BILL OF LADING NO.					
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.		

Section A - Solicitation/Contract Form

CONTINUATION SHEET

1. The performance period for ordering is extended to 30 November 2015, and for deliveries to 11 December 2015.
2. Current prices will remain in effect per signed email from contractor dated October 21, 2014.

Section B - Supplies or Services and Prices

BPA Master Dollar Limit: \$6,500,000.00

BPA Call Limit: \$6,500,000.00

Period of Performance: 22-Nov-2010 to 30-Nov-2019

FSC Codes:

8905

Section I - Contract Clauses

ADDENDUM TO FAR 52.212-4**ADDENDUM TO FAR 52.212-4
CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS****1. DESCRIPTION OF AGREEMENT:**

This BPA is for the acquisition and delivery of a variety of fresh and frozen, random weight, display case ready, tray-packaged and pouch packed seafood (including finfish, shellfish, crustaceans, mollusks, and specialty seafood items), to the Agency commissaries at Dover AFB, for resale. Upon request by the Contracting Officer or the authorized Ordering Officer, the Contractor shall furnish various seafood products. Authorized Ordering Officers are: the Store Director, the Store Administrator, and the Meat Department Manager. The Government will bear responsibility for the product upon acceptance from the Contractor, Contractor's representative(s), or Contractor's carrier(s). However, the Contractor shall provide to the Government credit back for any products damaged by the Contractor, Contractor's representative(s), Contractor's carrier(s), or products returned because of latent defect. The type of contract is Firm Fixed Price Blanket Purchase Agreement. Terms are FOB Destination, Net 7 days.

2. PERIOD OF AGREEMENT: Period of Performance effective date is tentatively, November 17, 2010, for oysters, and crab meat, for Thanksgiving. All other Core Items effective date is December 1, 2011, through **November 30, 2019**, unless sooner cancelled by either party prior to performance end date. See "Cancellation Notice" at paragraph 11 below. Past Performance Surveys are requested of the Commissary Officials regarding the product provided by the awarded contractor of this BPA, and shall be the determining factor in extending the BPA for additional years.

3. EXTENT OF OBLIGATION AND INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THIS BPA:

The Government is obligated only to the extent of authorized purchases actually made under this BPA by authorized Ordering Officers. Contractor deliveries without a call order number and which are not coordinated with the Ordering Officer may not be accepted. The Contractor shall not set a minimum on the dollar amount per order, minimum product weight per order, nor on the number of deliveries to be made during any given period.

4. PURCHASE LIMITATIONS: As specified in the Defense Commissary Agency Acquisition Regulations Supplement (DeCAARS) to the Federal Acquisition Regulation 13.303-5, orders for subsistence may be without monetary limitation. DeCAARS are available at: <http://www.commissaries.com/business/DeCAARS.cfm>.

5. CALLS: The Ordering Officer will place orders by telephone or fax to the Contractor and assign a call number to orders issued under this BPA. Duplicate call numbers ARE NOT ACCEPTABLE. The Contractor may suggest replacement selections and quantities; however, the Ordering Officer must approve these and a call order number must be assigned prior to acceptance.

6. PRODUCT QUALIFICATION REQUIREMENTS:

6.1. Inspection: Seafood products sold to DeCA patrons shall be from approved sources, which are found in the "Worldwide Directory of Sanitarily Approved Food Establishment for Armed Forces Procurement", or provide proof of other Federal inspections accepted by the U.S. Army Veterinary Command. The U.S. Army Veterinary Command directory is available at website <https://vets.amedd.army.mil/86257B8D004A4B6C/PHC>. Prior to the establishment of a Blanket Purchase Agreement (BPA) as a result of this solicitation, a contractor must be approved by the Contracting Officer. Note: An inspection by the U.S. Army Veterinary Command is necessary if seafood products are supplied from unapproved source(s). Inspection lead-time is approximately 60 days. Note: A complete Inspection Requirement for Case Ready Seafood document is provided in Attachment 6.

6.2. Packaging: Seafood shall be provided as case ready and shall be packaged in consumer size packages with oxygen permeable wrapping (if to be sold chilled). All product provided under this BPA shall be packaged utilizing the Contractor's best practices and materials, to assure providing the best quality seafood to the patrons. The use of FDA and US Department of Commerce (USDC) approved absorption pads is authorized.

6.3. Labeling: All individual product packages and all bulk packages provided under this BPA shall be labeled in compliance with all Federal (including FDA, US Department of Agriculture (USDA) Country-Of-Origin Labeling (COOL) and USDC), state and local requirements. As a minimum, all individual product package labeling shall include bar code labels that can be scanned and are coded for the “Meat Department” with product name, weight, price per pound, sell by date, sale price, allergen information, nutritional information and method of production (farm raised or caught wild). All labels shall have the appropriate standard UPC / PLU number. All “sell by” dates shall be open (i.e., day, month, and year – (3, April 1997).

6.3.1. Each type of seafood labeling shall also include:

6.3.1.1. 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) 2002 or later editions.

6.3.1.2. Molluscan Shellfish –shucked fresh or frozen shellfish shall have affixed to the label the Interstate Certified Shellfish Shippers List Number indicating source of the products.

6.3.1.3. 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.

6.3.1.4. Other Seafood – shall be labeled with sufficient information for patrons to determine species, market form, and ingredients other than seafood flesh.

6.4. Product Quality: All seafood provided on this BPA shall comply with all provisions of Inspection Requirements – Case Ready Seafood,

6.5. Age on Delivery and Product Shelf Life Requirements:

6.5.1. Fresh Shucked Shellfish and Oysters shall be delivered with at least one half (50%) of their shelf life remaining.

6.5.2. Frozen Seafood shall be delivered with at least one half (50%) of the manufacturer’s shelf life remaining. Frozen fish to be merchandised thawed shall be received frozen

6.6. Product Recall: The Contractor shall comply with all provisions of Inspection Requirements – Case Ready Seafood, Attachment 6.

6.7. Directives: The Contractor shall comply with the latest version of FDA Food Code. The Food Code is available at <https://www.fda.gov/food/guidanceregulation/retailfoodprotection/foodcode/ucm374275.htm>

7. DELIVERY REQUIREMENTS: Delivery timeframes and days, as indicated in paragraph 8, shall be adhered to throughout the term of the BPA, including any modification to the BPA. All fresh seafood delivered under this BPA must comply with the **Waterfood Quality Assurance Provisions of Local Clause 52.246-4509 paragraphs (a)(1-9) and (b)(5)**. The Receiving Officer will refuse those items not acceptable to the Government at the time of delivery, and the delivery documentation shall be adjusted accordingly.

8. DELIVERY SCHEDULE: The Contractor shall contact each store to establish acceptable delivery days and times. Address, telephone number, and POC for each store are available at www.commissaries.com, or by contacting the Store Director by phone, or email. Dover AFB Commissary Information is provided here in:

- **Store Information**
- 268 GALAXY STREET ([View Map](#))

- DOVER AFB, DE 19902 United States
- Store Phone: 302-677-3919
- Fax: 302-677-2329
- DSN: 445-3919
- DSN FAX: 445-2329
- Email: lisa.serrano@deca.mil

- **Management**

- Commissary Officer: Lisa L. Serrano
- Phone: 302-677-3919
- DSN: 445-3919
- Email: lisa.serrano@deca.mil

9. OBSERVANCE OF OPERATIONAL DAYS/HOURS: The Contractor is cautioned that the day(s) and the hours the commissary will be opened for business and delivery receipt, may change due to holidays, inclement weather, emergency conditions, and changes in operating hours/days. The commissary follows the operational status of the host installation. See commissary operational hours at www.commissaries.com.

10. INVOICES AND DELIVERY TICKETS INVOICE: An invoice is required for each delivery. The invoice shall contain the information specified below. The Delivery Ticket Invoice (DTI) procedure is the preferred method for the receiving and payment of product. This procedure shall apply to the receipt and payment of all deliveries made during the term of the BPA. The Delivery Ticket Invoice shall serve as both the receipt and the invoice for bill paying purposes. Each shipment shall be accompanied by two copies (original and one copy) of the DTI (or sales slips), which shall contain the following minimum information.

- a. Contractor Name and Address
- b. BPA/PIIN Number
- c. Date of Call Order
- d. Call Order Number
- e. Descriptive List of Products Ordered
- f. Quantity, Unit Price, Extended Total Price (less any applicable discount)
- g. Name of Commissary and DODAAC
- h. Actual Date of Delivery

11. CANCELLATION NOTICE:

11.1. The Contracting Officer may provide a written notice to the Contractor advising the Contractor of the last effective date for a shorter performance period.

11.2. The Contractor shall provide the Contracting Officer a 30-day written notice before the effective date of a Contractor-initiated notice. The notice shall specify the reason(s) for a shorter performance period.

12. SURVEILLANCE: The Store Director is responsible for daily commissary operations, and for ensuring proper contractor performance, in accordance with the terms and conditions of the BPA.

12.1. Commissary Management will be responsible for ensuring that only authorized seafood is ordered and accepted under this agreement.

12.2. Commissary Management will be responsible for validating all credits issued to the Contractor for latent defective merchandise; a Vendor Credit Memorandum (VCM) will be used for reimbursement.

13. ADDITIONAL INFORMATION:

13.1. The Contractor shall not represent himself/herself as an agent or representative of the Government.

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation 2013-O0019)	JAN 2017
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-17	Interest	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-4500 INSTALLATION ACCESS REQUIREMENTS (JAN 31 2012)

The contractor shall be responsible for ensuring full compliance with all installation access procedures. Installation access includes, but is not limited to, obtaining applicable installation passes and inspections for vehicles and personnel. Contractor employees may also be subject to background security checks/clearances in order to obtain credentials for passes. Some installations are using programs, such as RAPIDGate, which may result in a cost to the contractor. Any costs associated with such programs or with obtaining passes, will not be reimbursed separately and should be included in the contractor's proposed pricing for the product or services being acquired.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days prior to expiration of the current performance period**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days prior to the expiration of the current performance period** ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days prior to the expiration of the current performance period** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **120 months**.

(End of clause)

52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAY 2014)

(a) Definitions. As used in this clause--

Apparently wholesome food means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

Excess food means food that--

(1) Is not required to meet the needs of the executive agencies; and

(2) Would otherwise be discarded.

Food-insecure means inconsistent access to sufficient, safe, and nutritious food.

Nonprofit organization means any organization that is--

(1) Described in section 501(c) of the Internal Revenue Code of 1986; and

(2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (42 U.S.C. 1792), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) Costs. (1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

(2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) Liability. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) Flowdown. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

(End of clause)

52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

The contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the contractor, his officers, agents, or employees in the performance of work under this contract.

52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance and shall furnish a certificate upon request by the Contracting Officer:

(1) Workmen's Compensation: As required by law of the State of **DELAWARE**

(2) Employer's Liability: \$100,000

(3) Comprehensive General Liability: \$500,000 each occurrence.

(End of Clause)

52.232-4500 DELIVERY TICKET INVOICE (DTI) PROCEDURES (APR 2000)

(a) As an alternative to submission of invoices to the designated paying office, the Contractor may elect to use the delivery ticket furnished at the time of delivery as its invoice. If the Contractor elects the delivery ticket method of invoicing, the following procedures shall apply:

(1) The delivery ticket/invoice (DTI) shall be furnished at the time of delivery to the specified delivery location (e.g., commissary, central distribution center). Two copies (original and one copy) of the DTI shall be furnished.

(2) The delivery ticket shall serve as both the receipt and the invoice for bill paying purposes.

(3) A separate invoice shall not be submitted to the designated paying office/Service Center.

(4) The Contractor's DTI must comply with paragraphs (g) and (i) of FAR 52.212-4, Contract Terms and Conditions--Commercial Items. Failure to comply with the requirements of these paragraphs may result in rejection of the supplier's DTI and delay payment.

(5) Each DTI will cover a single delivery (i.e., multiple deliveries may not be rolled up into a single DTI).

(6) When billing periods (rollups) apply, the DTIs provided with each delivery will be accumulated by the Government, and a consolidated payment will be made for all deliveries received and accepted during each billing/rollup period.

(b) The contractor / **X** / does // does not elect to use the DTI method of invoicing.

(c) Contractors electing to use DTI procedures shall furnish the following information:

Remittance Address:

17696 Coastal Hwy

Lewes, DE

19958-6214

(The remittance address must match the remittance address on each delivery ticket.)

Point of Contact: **Charles W. Donohue**

Telephone Number: **(302) 644-0708 (office)**

(End of Clause)

52.246-4509 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 and 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 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.

(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.
- i. Cost of transportation and supplies when release of supplies for intended use cannot be obtained.
- vii. Administrative costs.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

<http://acquisition.gov/far/index.html>

<http://www.acq.osd.mil/dpap/dars/far.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (**48 CFR Chapter 1**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **1 December 2010** through **30 November 2019**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Not Applicable

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	Not Applicable
Issue By DoDAAC	Not Applicable
Admin DoDAAC	Not Applicable
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”) Not Applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.
Not Applicable

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not Applicable

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)