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kin690

Client Ref. No. - N° de réf. du client

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Requirement , the Basis of Payment and any other annexes.

2. Summary

To supply Fresh Fruit and Vegetables as listed in the sample of items attached Annex "B" to the Department of National Defence, CFB Kingston during the period of the Supply Arrangement.

Period of Supply Arrangement is from date of issuance to 30 June 2013.

pursuant to section 01 of Standard Instructions 2008, Suppliers must submit a complete list of names of all individuals who are currently directors of the Supplier. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

"The requirement covered by the bid solicitation of any resulting supply arrangement may be subject to a preference for Canadian goods and/or services or may be limited to Canadian goods and/or services."

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

3. Canadian Content

The goods and/or services covered by the Supply Arrangement may be limited to Canadian goods and/or services as defined in clause A3050T.

SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

4. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 2012-07-11 Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Arrangement of 2008 referenced above is replaced by:

Suppliers should provide, with their arrangement or promptly thereafter, a complete list of names of all individuals who are currently directors of the Supplier. If such a list has not been received by the time the evaluation of arrangements is completed, Canada will inform the Supplier of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the arrangement non-responsive. Suppliers must always submit the list of directors before issuance of a supply arrangement.

Canada may, at any time, request that a Supplier provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the arrangement being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Arrangement of 2008 referenced above is replaced by:

The Supplier must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the arrangement, and must also provide Canada, when requested, with the corresponding Consent Forms. The Supplier will also be required to diligently maintain the list

and when requested, provide Consent Forms during the period of any supply arrangement arising from this Request for Supply Arrangements (RFSA) and any resulting contracts.

2. Submission of Arrangements

Arrangements must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements.

3. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than (5) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

4. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process **Policy on Green Procurement**

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, suppliers are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

-
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.

2. Basis of Selection

PWGSC will issue a Supply Arrangement to a supplier that submits a completed copy of the Request For Supply Arrangement by the solicitation closing time on page 1. PWGSC will send out a final copy of the Supply Arrangement along with a copy of the price list which must be completed with the pricing and faxed within 48 hrs of issuance of Supply Arrangement to CFB Kingston. The fax # is listed in Annex "A".

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The Supply Arrangement Authority will have the right to ask for additional information to verify suppliers' compliance with the certifications before issuance of a SA. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Supply Arrangement Authority for additional information will also render the arrangement non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Issuance of a Supply Arrangement

- 1.1 Suppliers should provide, with their arrangement or promptly thereafter, a complete list of names of all individuals who are currently directors of the Supplier. If such a list has not been received by the time the evaluation of arrangements is completed, the Supply Arrangement Authority will inform the Supplier of a time frame within which to provide the information. Suppliers must submit the list of directors before issuance of a supply arrangement, failure to provide such a list within the required time frame will render the arrangement non-responsive.

The Supply Arrangement Authority may, at any time, request that a Supplier provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the arrangement being declared non-responsive.

2. Certifications Precedent to Issuance of a Supply Arrangement

The certifications listed below should be completed and submitted with the arrangement, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will render the arrangement non-responsive.

1.1 Federal Contractors Program - Certification S3030T

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a supply arrangement. If the Supplier, or, if the Supplier is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a supply arrangement.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. *Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.*

2. *If the Supplier does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.*

3. The Supplier, or, if the Supplier is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Supplier or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in Statement of Requirement at Annex "A".

3. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2020 07/16/2012 General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

The text under Subsection (16) of Section (1) - Code of Conduct and Certifications - Supply Arrangement of 2020 referenced above is replaced by:

During the entire period of the Supply Arrangement and any resulting contracts, the Supplier must diligently update, by written notice to the Supply Arrangement Authority, the list of names of all individuals who are directors of the Supplier whenever there is a change. As well, whenever requested by Canada, the Supplier must provide the corresponding Consent Forms.

3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex "A". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis *to the Supply Arrangement Authority*.

The quarterly reporting periods are defined as follows:

1st quarter: January 1 to March 31;

2nd quarter: April 1 to June 30;

The data must be submitted to the Supply Arrangement Authority no later than 60 days calendar days after the end of the reporting period

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from date of issuance to 30 June 2013..

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Kim Rider
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence St. 2nd Floor

Telephone: 613-545-8739
Facsimile: 613-545-8067
E-mail address: kim.rider@pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

5.2 Supplier's Representative

Name: _____
Title _____
Phone # _____
Fax# _____
Email Address: _____

6. Identified Users (PWGSC will fill in at issuance)

7. Opportunity for Qualification

A Notice will be posted on the Government Electronic Tendering Service (GETS) for Solicitation "B" for the next six month period starting January 2013.. Suppliers who wish to become qualified may submit a new arrangement.

Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement for solicitation "B"

8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the articles of the Supply Arrangement;

- (b) the general conditions 2020 2012-07-16, General Conditions - Supply Arrangement - Goods or Services
- (c) Annex "A", Statement of Requirement
- (d) the Supplier's arrangement dated _____

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

- 11. SACC Clauses:
D3004C - Type of Transport 2007-11-30

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation templates 2T-LDV1 for low dollar value requirements; available in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the Work to be performed;
- (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements; Standard Instructions - Goods or Services - Non-competitive Requirements;
- (c) bid preparation instructions;
- (d) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (e) evaluation procedures and basis of selection;
- (f) conditions of the resulting contract.

2. Bid Solicitation Process

The SA holders will submit updated price lists on the day specified in Annex "A" to CFB Kingston. If no updates are sent then the previous week's price list pricing will be in effect.

The identified users will base the award of call-ups against the SA on the price lists provided by the SA holders and the updated price list received.

The SA Holder with the lowest list price will be issued a Call-up for the items required for the following week.

The identified users will not be soliciting bids from the Supply Arrangement Holders unless they require items not listed on the SA Holders price lists

C. RESULTING CONTRACT CLAUSES

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using:

- (a) 2T-LDV1 (for low dollar value requirements), general conditions 2029 will apply to the resulting contract;

The above templates are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

ANNEX "A"**CFB Kingston
Statement of Requirement**

At anytime during the period of the Supply Arrangement, PWGSC and Canadian Forces Base Kingston, (CFB Kingston) reserves the right to request copies of invoices for any period of time.

Full list of produce available (and the applicable pricing) to be supplied by the successful Offeror to each consignee on receipt of Supply Arrangement. Offeror must advise the consignee of the Supply Arrangement of any price changes, additions or deletions of items each Thursday.

PRICE REVISIONS: Delivery of revised pricing will be the sole responsibility of the Offeror. Each Thursday starting _____ 2012 Supply Arrangement, Offeror(s) may submit revised pricing to be effective the following _____ 2012. All pricing submitted each Thursday must be firm for the following week, and be FOB Destination, with Canadian Customs Duties and Excise Taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Tax(HST) as applicable EXCLUDED and to include all mark-up.

Price Revisions for CFB Kingston must be forwarded to CFB Kingston. Attn: Sgt. Warren, Kingston Fax # 613 541-4181.

If a revised price list is not received by 4:00 PM local time each Thursday, the last current price list will be the effective pricing for the coming week.

DELIVERY:

MAXIMUM DELIVERY TIME: Delivery must be available Monday to Friday from 06:30 to 14:00 hrs only. All orders must be confirmed within four (4) hours from time of call-up and be delivered within 24 hours with no minimum call-ups to apply.

BACKORDERS are not acceptable unless prior arrangements have been made with the Consignee.

DELIVERY SLIPS: The Offeror shall supply delivery slips for each delivery.

INVOICING: Products must be billed in accordance with the Supply Arrangement pricing.

Standards: All packaged foods shall comply with the relevant portions of the latest edition of the following Acts and Regulations.

- A. The Food and Drug Act and Regulations.
- B. Fresh Fruit and Vegetable Regulations; and
- C. Canada Agricultural Products Standards Acts.
- D. Canadian General Standards Board (CGSB)

Separate invoices must be provided for any Local Purchase Orders placed directly. Local purchase orders and call ups against the Supply Arrangements must be delivered and invoiced separately.

Published Price List of all products is to be made available and provided to all Kitchen Managers and Ordering clerks upon request.

SPECIFICATIONS: Unless otherwise stipulated in the purchase document, Offerors are to ensure that they comply with the standard stated on the item description details. Seconds (grade) are not acceptable.

Solicitation No. - N° de l'invitation

W0114-11G123/B

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-1-36316

Buyer ID - Id de l'acheteur

kin690

Client Ref. No. - N° de réf. du client

W0114-11-G123

CCC No./N° CCC - FMS No/ N° VME

On award of Supply Arrangement, Suppliers must provide CFB Kingston, with their number/product codes of all items listed in Supply Arrangement.

REJECTS: Rejected items must be picked-up and replaced within 48 hours.

PACKAGING: To be supplied in sizes as indicated for each item, must also show weight of the packages and shall be delivered to the consignee in good condition and show no evidence of deterioration. i.e. Each container shall be packed in such a manner that the faced shown surface clearly states the grade, size, maturity, variety, colour and weight of the product contained in the package. Deviation from Sizes or Brand Names as stated on the Standing offer will be considered/accepted when previously discussed with the Consignee for one-time shipments only.

DELIVERY POINTS:

Routledge Hall:

Delivery and Billing Address VB31, 9 Parade rd PO Box 1700,station forces ,Kingston Ontario, K7K 7B4

Contact: Procurement Manager

Contact Number: (613) 541-5010 ext 4233

Fax Number: (613)541-4181

Royal Military Collage:

Billing and Shipping Address: RMC CDH, 22 Amiens Ave, PO BOX 17000 STN FORCES, Kingston Ontario

K7K 7B4

Contact: RMC Ration Procurement Manager

Contact name: (613)541-6000 ext 6802

Fax: (613)-540-8073

Fort Frontenac Officer's Mess:

Shipping and billing Address: Fort Frontenac Officer's Mess

1Ontario ST, Kingston, On, K7K 7B4

Contact: IC Ration

Contact Number: (613) 541-5010 ext 5963

Fax: (613) 541-5830

JSR

Billing Address: Canadian Forces Joint Signal Regiment, PO BOX 17000 STN Forces, Kingston, ON, K7K 7B4

Shipping Address: Canadian Forces Joint Signals Regiment, E-30 Clement Bldg 20 Red Patch ave, Kingston On, K7K 5B4

Contact name: Chief Cook

Contact number: (613)541-5010 ext 4067

Fax: (613)541-4367

ANNEX "B"

After the qualification process PWGSC will issue All Supply Arrangement Holders a copy of the Price Lists that must be completed with the pricing and faxed within 48 hrs of issuance of Supply Arrangement to the Department of National Defence. The fax # is listed in Annex "A".

Please follow the instructions in Annex "A" to submit the pricing updates to CFB Kingston.

List of a sample of items commonly used. These are only for information purposes and is not a complete list of items.

ITEM	DESCRIPTION	U/I
1.	BANANAS, clusters, Chiquita, Approx 18.2 kg per case/carton. User to specify Degree of ripeness.	kg
2.	APPLES, Canada Fancy, Golden Delicious, Canada Fancy, tray packed, count 113 to 125	kg
3.	ORANGES, Navel, fancy, #1 seedless, count 113's	cs
4.	Grapes, Red, deep rose-pink to purplish red colour Firmly attached to stem with no brownish area at Stern connection. Approx 9.07 kg per case	kg
5.	CGSB 32.250M, Melon - Cantaloupes, Canada #1, mature, firm clean in appearance no mold or soft Spots. Size 18's	kg
6.	CGSB 32.250M, Melon - Honeydew, Canada #1, mature, firm clean in appearance size 8 or 9's	kg
7.	CGSB 32.250M, Pears, Canada Fancy, fresh, mature, of one variety and size. Specify variety. Two acceptable are Bartlett and Anjou, 120 count approx. 19.05 kg per case	kg
8.	BROCCOLI, Canada #1, Fresh, well trimmed, mature, 18 per waxed carton. Approx. 9.07 kg net Weight to be packed in ice-less system	kg

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9. CARROTS, Canada #1, washed, topped, free from mold, mature. Not trimmed that the lengths of the tops of 75% of the carrots does not exceed 12mm and the length of the tops of the remainder does not exceed 25mm Carrots are not materially rough, brokeen, misshapen or affected by secondary rootlets. .
- a) Approx. 22.68 kg (50 lbs) per open weave sack. kg
10. LETTUCE, Head, Canada #1, 18 or 24 count, Approx. 21.2 kg per case case. kg
11. TOMATOES, Canada #1, medium size, firm Pink to red in colour, clean sound and fresh. Approx 11.34 kg per case. kg
- 12.. POTATOES, Regular Table, Canada #1, washed, Free of mold, disease, no blemishes and no green areas, Size 2 1/4" & up. To be packaged in 22.68kg paper bags or cartons kg