

Schedule 2 – Statement of Requirements

Definitions

In the Statement of Requirements, the following terms will have the following definitions, unless the context otherwise requires:

TERM	DEFINITION
APCO PREP Tool	means the tool developed by the Australian Packaging Covenant Organisation (APCO) to assist with the classification of packaging for recycling purposes.
Arthritis Australia	is a charitable not-for-profit organisation that serves as the peak body in Australia for arthritis and musculoskeletal conditions.
Australasian Bioplastics Association	is the peak industry body for manufacturers, converters and distributors of bioplastic products and materials throughout Australia and New Zealand.
Australasian Recycling Label	means an evidence-based labelling system for Australia and New Zealand that provides easy to understand instructions about how to correctly dispose of every part of a product's packaging.
Australia New Zealand Food Standards Code	sets legal requirements for the labelling, composition, safety, handling, and primary production and processing of food in Australia. The Code is applied and enforced in Victoria under the <i>Food Act 1984</i> (Vic).
Australian Produce	has the meaning set out in clause 17 of Schedule 2 – Specifications.
Beverages	means Category 1 Goods as set out in Schedule 2 – Specifications
Brand Owner	has the meaning set out in the National Environment Protection (Used Packaging Materials) Measure 2011.
Business Hours	means 9:00 AM to 5:00pm on a Business Day.
Cooked Meat	means Category 2 Goods as set out in Schedule 2 – Specifications
Dairy Products	means Category 3 Goods as set out in Schedule 2 – Specifications
desirable	indicates an optional element that is positively weighted in the evaluation of this Invitation to Supply.
Domestic Kitchenware Consumables	means Category 4 Goods as set out in Schedule 2 – Specifications

TERM	DEFINITION
Dry, Chilled and Frozen Pantry	means Category 5 Goods as set out in Schedule 2 – Specifications
Eggs	means Category 6 Goods as set out in Schedule 2 – Specifications
Fairtrade	is a product standard that advocates for decent working conditions, fair prices for farmers, sustainable practices, environmental protection and the empowerment of farmers and workers in developing countries.
FoodChecker	means the tool developed by the Healthy Eating Advisory Service (HEAS) to assist with the classification of food products against the Healthy Choices guidelines. FoodChecker may be accessed at this website: http://foodchecker.heas.health.vic.gov.au/
Fresh Bread	means Category 7 Goods as set out in Schedule 2 – Specifications
Fresh Fruit and Vegetables	means Category 8 Goods as set out in Schedule 2 – Specifications
Fresh Meat	means Category 9 Goods as set out in Schedule 2 – Specifications
Fresh Poultry	means Category 10 Goods as set out in Schedule 2 – Specifications
Fresh Pre-prepared Meals and Meal Components	means Category 12 Goods as set out in Schedule 2 – Specifications
Fresh White Milk	means Category 11 Goods as set out in Schedule 2 – Specifications
FSC	means the Forestry Stewardship Council.
FSC Chain of Custody Certification	means certification by the FSC concerning the path taken by products from the forest, or in the case of recycled materials from the moment when the material is reclaimed, to the point where the product is sold with an FSC claim and/or it is finished and FSC labelled. The chain of custody includes each stage of sourcing, processing, trading, and distribution where progress to the next stage of the supply chain involves a change of product ownership.
FSC Controlled Wood	has the meaning set out in FSC-STD-40-004 Chain of Custody Certification
FSC Mix	has the meaning set out in FSC-STD-40-004 Chain of Custody Certification
FSC Recycled	has the meaning set out in FSC-STD-40-004 Chain of Custody Certification

TERM	DEFINITION
HACCP	or Hazard Analysis and Critical Control Points is an internationally recognised systematic preventative framework for food safety from biological, chemical and physical hazards in food production processes.
HACCP Australia	is an Australian food science organisation specialising in the HACCP food safety methodology and its applications within food and related non-food industries.
HACCP Certificate	means certification that confirms that an organisation has developed, documented and implemented systems and procedures to apply HACCP.
Halal	means the dietary standard denoting products that: (a) are free from components that may not be consumed under Islamic law; and (b) where required, have been processed, made, produced, manufactured and/or stored using utensils, equipment and/or machinery that has been cleansed according to Islamic law.
HC Amber	means classification as 'Amber' under the Healthy Choices guidelines.
HC Green	means classification as 'Green' under the Healthy Choices guidelines.
Imported Goods	has the meaning set out in clause 17 of Schedule 2 – Specifications
Initial Scientific Review (ISR)	means a review to classify a product with a Packaging Accessibility Rating
Kosher	means the dietary standard denoting products that comply with Jewish law.
Manufactured in Australia	has the meaning set out in clause 17 of Schedule 2 – Specifications
Manufactured in Victoria	has the meaning set out in clause 17 of Schedule 2 – Specifications
may	indicates an optional element; it is at the Respondent's discretion to either meet or not meet this element, and failure to meet this element will not have an impact during evaluation.
must	indicates a mandatory requirement; failure to meet this requirement will result in the submission being Non-Compliant.

TERM	DEFINITION
National Packaging Targets	<p>means the targets set by the Federal Government and packaging, retail, logistics, manufacturing, recycling and waste management organisations in a commitment to better manage packaging waste.</p> <p>The 2025 National Packaging Targets are:</p> <p>(1) 100% of all Australia’s packaging will be reusable, recyclable or compostable by 2025 or earlier</p> <p>(2) 70% of Australia’s plastic packaging will be recycled or composted by 2025</p> <p>(3) 50% average recycled content will be included across all packaging by 2025</p> <p>(4) Problematic and unnecessary single-use plastic packaging will be phased out through design, innovation or introduction of alternatives</p>
Nutrition Standards for Menu Items in Victorian Hospitals and Residential Aged Care Facilities	<p>means the standards set by the Department of Health and Human Services for food suppliers catering to Victorian public hospitals and aged care facilities.</p> <p>A copy of the standards is available on the health.vic website: https://www2.health.vic.gov.au/</p>
Packaging Accessibility Rating	<p>means national standard for determining the ease of opening food products in a safe manner.</p> <p>Goods are given a Packaging Accessibility Rating using a rating system of -8 to +8. The highest rating is a +8 and an -8 is the worst result. The higher the rating the better the outcome for the patient/consumer.</p>
Portion Control	<p>means the Goods comply with the individual portion sizes set out in the Nutrition Standards for Menu Items in Victorian Hospitals and Residential Aged Care Facilities.</p>
Pre-prepared Desserts	<p>means Category 13 Goods as set out in Schedule 2 – Specifications</p>
Rainforest Alliance	<p>is an international non-governmental organisation committed to conserving biodiversity and ensuring sustainable livelihoods.</p>
SLA	<p>Service Level Agreement</p>

TERM	DEFINITION
TUV AUSTRIA OK Compost	means certification that products conform with the requirements of EN 13432:2000 regarding packaging suitability for composting and biodegradation
UHT	means ultra-high temperature processing, being a food processing technology that sterilises liquid food.
Victorian Produce	has the meaning set out in clause 17 of Schedule 2 – Specifications

Purpose

- a. The purpose of this Schedule 2 - Specifications, is to:
- (i) detail the scope and range of Goods sought under this Agreement ; and
 - (ii) specify the requirements that the Contractor and / or their offered Goods must meet

Scope

1. Participating Health Services

- a. The Participating Health Services for this Agreement are:
- i. All 'Public Health Services' (as legislatively defined) referred to in Schedule 1 and Schedule 5 of the *Health Services Act 1988* (Vic); and
 - ii. Other relevant participating health and health related organisations as follows:
 - St Vincent's Hospital (Melbourne) Ltd;
 - Latrobe Community Health Service;
 - Robinvale District Health Services;
 - Violet Town Bush Nursing;
 - Euroa Health Inc.; and
 - Cobden District Health,
any other 'health or related service' granted access by HSV in accordance with the Agreement between HSV and the Contractor.
- b. It is desirable for the Contractor to have the capability to deliver the Goods to all of the Participating Health Services.

2. Product Categories

- a. A complete range of Catering Supplies is required across Victorian Public Health Services.

- b. The categories required include:
 - i. Category 1 - Beverages;
 - ii. Category 2 - Cooked Meat;
 - iii. Category 3 - Dairy Products;
 - iv. Category 4 - Domestic Kitchenware Consumables;
 - v. Category 5 - Dry, Chilled and Frozen Pantry;
 - vi. Category 6 - Eggs;
 - vii. Category 7 - Fresh Bread;
 - viii. Category 8 - Fresh Fruit and Vegetables;
 - ix. Category 9 - Fresh Meat;
 - x. Category 10 - Fresh Poultry;
 - xi. Category 11 - Fresh White Milk;
 - xii. Category 12 - Fresh Pre-prepared Meals and Meal Components; and
 - xiii. Category 13 - Pre-prepared Desserts.
- c. Refer to Category 1 – Category 13 in this Schedule 2 – Specifications for more detailed specifications for each of the above categories.
- d. Refer to Pricing Schedule for the full Basket Item list.
- e. Not Used
- f. It is desirable for the Respondent to provide coverage for as many Basket Items as possible.

3. Not Used

4. Not used

5. Not Used

Product Requirements

6. Standards and Compliance

- a. The Contractor and all awarded Goods must comply with relevant Australian Standards, Orders, Legislation and Regulations (collectively 'Compliance Requirements'), or their equivalent International Compliance Requirements. Refer to Schedule 2 - Specifications for a list of the minimum Compliance Requirements.
- b. The Contractor must be able to store, process, handle and deliver Goods in compliance with the Compliance Requirements.

7. Packaging and Labelling

- a. Goods will be packaged in a manner that protects the contents from contamination during transportation, storage and handling.
- b. All labels must comply with the Australia New Zealand Food Standards Code and the Australian Consumer Law.
- c. Goods will be delivered in accordance with the manufacturer's instructions.

8. Food Safety and Quality Requirements

- a. With the exception of Category 4 – Domestic Kitchenware Consumables,
 - i. The Contractor and manufacturer Goods and premises must be endorsed as “food safe” under the HACCP Australia guidelines (or equivalent international guidelines for Goods manufactured outside Australia);
 - ii. all Goods under this Agreement must be prepared in registered food premises which comply with relevant standards as per the *Food Act 1984* (Vic) and the Australia New Zealand Food Standards Code;
 - iii. all Goods under this Agreement must comply with the relevant standards as per the *Food Act 1984* (Vic) and the Australia New Zealand Food Standards Code;
 - iv. all Goods under this Agreement must be produced under a valid quality assurance system that incorporates the principles of HACCP.
- b. With the exception of Category 4 – Domestic Kitchenware Consumables, the Contractor must provide copies of valid HACCP Certificates and applicable quality assurance system certificates:
 - i. At Commencement Date;
 - ii. on expiry of existing certificates; or
 - iii. to HSV and/or Participating Health Services on request throughout the life of any resulting agreements.

The Contractor are to have valid HACCP Certificates and applicable quality assurance system certificates at all times and are to notify HSV immediately if their HACCP Australia certification has been withdrawn or has expired without re-issue.

- c. The Contractor must not deliver Goods that are damaged, deteriorated or perished.
- d. The Contractor must not deliver Goods that show signs of pests or unacceptable odour or colour.
- e. Except where there is evidence of inappropriate handling by the receiving Participating Health Service, all substandard products must be replaced at no cost to the health service. For the avoidance of doubt, the Contractor must bear the cost of both product price and freight for replacement products.

9. Product Information

- a. The Contractor will submit a copy of a relevant product specification sheet to assist in accurately identifying each of the Goods offered.
- b. All product information submitted must:

- i. be in electronic format;
- ii. be in English;
- iii. be specific to the product offered;
- iv. contain the manufacturer and brand name;
- v. include the product code;
- vi. include a detailed specification of the product, including but not limited to:
 - description;
 - packaging presentation, unit of measure and unit size;
 - claims and trademarks;
 - ingredients;
 - nutritional composition;
 - allergens and advisory statements;
 - packaging and labelling information;
 - dietary suitability;
 - organoleptic, physical, microbiological, and chemical analytics;
- vii. include food safety and quality program information;
- viii. include ingredient country of origin and product country of manufacture; and
- ix. Include separate list of tree nuts where applicable, as per PEAL allergen labelling guidelines (<https://www.foodstandards.gov.au/code/proposals/Pages/P1044PlainEnglishAllergenLabelling.aspx>)
- c. To assist in managing this material, all product information submitted should be labelled with the relevant HSV category and subcategory number.
- d. Electronic copies should include the Contractor's name, manufacturer part number, and HSV category and subcategory numbers (in that order) in the filename or identifying metadata.
- e. Not used
- f. Not Used
- g. If the Contractor is offering additional Goods throughout the Term of the Agreement, it must provide specifications as per Schedule 2 – Specifications.

10. Recall Process

- a. The Contractor must in accordance with Australia and New Zealand Food Safety Standard 3.2.2 (Food Safety Practices and General Requirements) Division 3 Section 12:
 - i. have in place a policy to ensure the recall of unsafe Goods;
 - ii. provide a copy of this policy (if requested) to the Participating Health Service or HSV; and
 - iii. comply with this policy when recalling unsafe Goods.
- b. The Contractor must as soon as reasonably practicable:
 - i. remove any unsafe Goods from distribution;

- ii. notify HSV and all Participating Health Services of each recall event; and
- iii. remove the Goods from any affected Ordering Participating Health Service.

11. Allergen groups and food additives

- a. For each item offered, the Contractor must identify if the Goods contain, may contain, or are free from each of the following ten (10) major allergens:
 - i. eggs (AE);
 - ii. fish (AF);
 - iii. lupins (NL);
 - iv. milk (AM);
 - v. peanuts (AP);
 - vi. sesame seeds (AS);
 - vii. shellfish (UN);
 - viii. soy (AY);
 - ix. tree nuts (AN); and
 - x. wheat (UW),consistent with the requirements of the Australia and New Zealand Food Safety Standard 1.2.3.
- b. The Contractor must also identify if the Goods contain, may contain or are free from sulphite content exceeding 10 milligrams per kilogram.
- c. The VITAL risk assessment tool can be accessed for guidance on allergen labelling (<https://vital.allergenbureau.net/vital-program/>)

12. Halal, Kosher compliance

- a. For each of the Goods, it is desirable for the Contractor to advise if the item is Halal or Kosher compliant.
- b. If a Basket Item is labelled 'Halal', Goods offered by the Contractor against that Basket Item must be Halal certified.
- c. Copies of Halal and Kosher certification will be provided to HSV or Participating Health Services on request.

13. Packaging Accessibility

- a. Individual portions of pre-packaged portion control products should be packaged in a manner that allows easy access by hospital patients and aged care facility residents, including those with reduced strength, dexterity and/or impaired vision.
- b. Arthritis Australia is an approved testing authority. Arthritis Australia has a design report called an Initial Scientific Review (ISR), which contains a Packaging Accessibility Rating. HSV will advise the Contractor if any additional testing authorities are appointed.

- c. For Basket Items listed as “Portion Control”:
 - i. It is desirable for the Goods to be tested so a Packaging Accessibility Rating and Initial Scientific Review (ISR) reference may be provided to HSV & Participating Health Services;
 - ii. Where a Packaging Accessibility Rating and ISR has been provided by the Contractor, HSV or the Participating Health Services may ask for a full copy of the relevant ISR report.
- d. It is desirable that all Portion Control goods have a Packaging Accessibility Rating of >4+.
- e. The Packaging Accessibility Rating will be available to Participating Health Services to inform their purchasing selections.

14. Healthy Choices Guidelines

- a. If a Basket Item is labelled as either “HC Green” or “HC Amber”, Goods offered by the Contractor against that Basket Item must have the corresponding classification under the Healthy Choices guidelines.
- b. For the avoidance of doubt, Healthy Choices Green classified Goods satisfy “HC Amber” requirements.
- c. The Healthy Choices guidelines classify Goods for retail, event or meeting catering, and in some cases patient food service into three categories being:
 - i. Green – food and drinks that are the healthiest choices;
 - ii. Amber – food and drinks selected carefully and consumed in moderation; and
 - iii. Red – food and drinks that should only be consumed rarely and in small amounts.
- d. The relevant Goods can be classified based on their nutritional information including without limitation:
 - i. serving size;
 - ii. energy per serve and/or per 100g;
 - iii. saturated fat per serve and/or per 100g;
 - iv. sodium per serve and/or per 100g;
 - v. fibre per serve and/or per 100g; and
 - vi. sugar per 100g.
- e. Some Goods may be classified without requiring specific nutrient values (for example, low or reduced fat cheese, and reduced sodium sauces, stocks and gravies).
- f. Goods may be assessed against the classifications via:
 - i. FoodChecker - <http://foodchecker.heas.health.vic.gov.au>; and
 - ii. The Healthy Choices classification guide - <https://www2.health.vic.gov.au/public-health/preventive-health/nutrition/healthy-choices-for-retail-outlets-vending-machines-catering>

15. International Dysphagia Diet Standardisation Initiative (IDDSI)

- a. If a Basket Item is labelled with an IDDSI level requirement (e.g. IDDSI Level 5), Goods offered by the Contractor must achieve the corresponding IDDSI classification.
- b. IDDSI provides a framework for the classification of food into standardised textures and drinks into standardised thicknesses for use for individuals with dysphagia (difficulty in swallowing):
 - i. Foods
 - regular / easy to chew (Level 7)
 - soft & bite sized (Level 6)
 - minced and moist (Level 5)
 - pureed (Level 4)
 - liquidised (Level 3)
 - ii. Drinks
 - extremely thick (Level 4)
 - moderately thick (Level 3)
 - mildly thick (Level 2)
 - slightly thick (Level 1)
 - thin (Level 0)
- c. The relevant texture or thickness for classification is the texture or thickness of the Goods in their state at consumption.
- d. For example
 - i. the IDDSI classification for raw minced meat would be measured in its cooked state; and
 - ii. the IDDSI classification for dry pasta would be measured in its rehydrated and cooked state.
- e. The IDDSI framework (<http://iddsi.org/framework/>) specifies testing methods that use the flow or textural characteristics to determine the classification of food or drinks into the textures and thicknesses above.

16. Nutrition Standards

- a. For Basket Items listed as “Portion Control”, the Goods offered should comply with the relevant portion size as described in the Nutrition Standards for Menu Items in Victorian Hospitals and Residential Aged Care Facilities as updated from time to time.
- b. For soup, main dish (meat and vegetarian), salad, sandwich, vegetable serving and dessert Basket Items, it is desirable for the Contractor to advise nutritional standards banding for the Goods as set out in the Nutrition Standards for Menu Items in Victorian Hospitals and Residential Aged Care Facilities.
- c. The Nutrition Standards for Menu Items in Victorian Hospitals and Residential Aged Care Facilities can be accessed on the health.vic website (<https://www2.health.vic.gov.au/about/publications/policiesandguidelines/>).

17. Local Produce

- a. For each of the Goods, the Contractor should advise HSV whether the Goods are considered:
 - i. Victorian produce
 - Each significant ingredient or significant component of the goods was grown or originated in Victoria
 - All, or virtually all, processes involved in the production or manufacture of the goods happened in Victoria
 - ii. Manufactured in Victoria
 - The goods were last substantially transformed in Victoria
 - iii. Australian produce
 - Each significant ingredient or significant component of the goods was grown or originated in Australia
 - All, or virtually all, processes involved in the production or manufacture of the goods happened in Australia
 - iv. Manufactured in Australia
 - The goods were last substantially transformed in Australia
 - v. Imported Goods
 - None of the above apply
- b. Where:
 - i. Packaging materials are not treated as ingredients or components of the Goods.
 - ii. The origins of any dried or concentrated ingredients or components are not impacted by water used to rehydrate them to their natural level of hydration.
- c. **Grown** means:
 - i. materially increased in size or materially altered in substance in that country by natural development; or
 - ii. germinated or otherwise arose in, or issued in, that country; or
 - iii. harvested, extracted or otherwise derived from an organism that has been materially increased in size, or materially altered in substance, in that country by natural development.
- d. **Originated** means the ingredient or component was sourced from that location in its natural state.
- e. **Substantially Transformed** means as a result of one or more processes undertaken, the goods are fundamentally different in identity, nature or essential character from all of their ingredients or components.

18. Sustainable Procurement and Packaging

18.1. Sustainable Procurement

- a. The impact on environmental sustainability, social benefit to Victorians, and ethical aspects of supply chains, goods, and services are considered as part of the overall value for money of the Agreement

under Victoria's Social Procurement Framework and various other policies of the Victorian Government, HSV and the Participating Health Services.

- b. The Contractor is expected to maintain or improve on their use of environmentally sustainable business practices throughout the term lifetime of the Agreement.
- c. Not used
- d. The Contractor may be requested to offer a commitment to improvements in environmental management, sourcing of environmentally preferable products, or sustainable packaging improvements under a Social Procurement Compliance Plan to be delivered over the term of the agreement.
- e. The environmental and ethical criteria of Goods to be supplied are considered by HSV and its Participating Health Services. The Contractor should provide supporting information for product and its accompanying packaging where applicable to HSV under the following criteria:
 - i. sustainable or ethical sourcing criteria;
 - ii. sustainable packaging criteria; and
 - iii. packaging accessibility.
- f. Offers for the use of reusable crates or equivalent transportation packaging designed to avoid generation of high volumes of cardboard or plastics waste (whether or not that waste is recyclable) should be clearly identified in the Pricing Schedule for the Term of the Agreement.
- g. Offers for reusable packaging (or back-loaded collection of used packaging for recycling) may be considered by individual Participating Health Services accessing the contract agreement under a Service Level Agreement (SLA) if this is appropriate.

18.2. Sustainable or ethical sourcing criteria

- a. Ethical or sustainable sourcing certification for food products include:
 - i. Any product that is certified as Fairtrade.
 - ii. Any product that is certified to Rainforest Alliance.
 - iii. Any product that is certified as organic, through a third-party certification scheme meeting AS 6000-2009, or equivalent foreign standard.
 - iv. Any fish or seafood product that is certified as sourced from a sustainable fishery, using Marine Sustainability Certification (MSC) as evidence.
 - v. If any processed product that incorporates vegetable oil is known and reliably assured by the supplier to not include palm oil, or any palm oil content is independently audited to be 100% certified sustainable palm oil.
 - vi. Accreditation to certification standards not explicitly mentioned above can be provided, however HSV will only accept through a review process. See clause ("Evidence of environmental or ethical claims").
- b. Ethical or sustainable sourcing certification for packaging include:
 - i. For paper or paperboard packaging: where the fibre used is certified under a FSC chain of custody certification as FSC Controlled Wood, FSC Mix, or FSC Recycled.

18.3. Sustainable packaging criteria

- a. In line with the direction of the National Packaging Targets, key sustainable packaging criteria are:

- i. Use of recycled materials;
 - ii. Design for reuse, recycling or compostability;
 - iii. Minimise risks associated with potentially toxic and hazardous materials.
- b. Other criteria (e.g. use of renewable materials, compostability, design for litter reduction, quality of labelling information etc).
- c. For identification to hospitals of packaging criteria, information on the following packaging criteria is sought by product line:
- i. the primary (and where relevant secondary) packaging format.
 - ii. the packaging material.
 - iii. for plastics packaging items, the standard plastics identification code and abbreviation should be provided.
 - iv. whether the material contains post-consumer recycled content.
 - v. where the recycled content in packaging is specified or otherwise controlled by the Brand Owner, the minimum level of recycled content should be provided as a percentage by weight of the packaging item.
 - vi. recyclability of used packaging items:
 - vii. is this packaging readily recyclable by Participating Health Services? (e.g. expanded polystyrene foam (EPS) and waxed cardboard may be accepted for functional reasons, but are not readily recyclable by hospital food services).
 - viii. recyclability should be confirmed through reference to the APCO PREP Tool and Australasian Recycling Label as to suitability for commingled recycling.
 - ix. Compostable product or packaging including plastics or bioplastics will only be accepted as compostable where there is independent accreditation to AS 4736, AS 5810 or EN 13432 for packaging items, or EN 14995 for non-packaging compostable items. Currently accepted verification programs are:
 - x. Australasian Bioplastics Association verification label.
 - xi. TUV AUSTRIA OK Compost verification label.
 - xii. other eco labels may be accepted as evidence by HSV on review.
- d. Note: oxo-biodegradable plastics are not accepted as compostable.

18.4. Evidence of environmental or ethical claims

- a. Representations of environmentally preferable goods, sourcing certifications, packaging accessibility scores etc. will be reviewed throughout the Term of the agreement, and additional supporting documentation may be requested.
- b. The Contractor making environmental claims are recommended to consider the advice “Green marketing and the Australian Consumer Law” published by the Australian Competition & Consumer Commission.
- c. The Contractor will supply all certification documents and supporting details to HSV in electronic format for inclusion in the relevant section of the HSV website to share with Participating Health Services.
- d. Goods awarded based on environmental or ethical sourcing credentials cannot be replaced with a product of lesser credentials unless permitted by HSV throughout the term of the Agreement.

Pricing

19. Price Structure

- a. Prices must be expressed in Australian currency.
- b. The Contractors pricing must adhere to the following structure:
 - i. Unit Prices – being the total price for the Goods (inclusive of margin)

For each Good, the Contractor will provide one Unit Price only which will be applicable to all Participating Health Services.

The Unit Price includes free-into-store delivery for Metropolitan Participating Health Services.
 - ii. Regional Delivery Fees - being the separate fee payable for each delivery to the relevant Regional Participating Health Service over and above the Unit Prices for the Goods (inclusive of margin).
- c. The Unit Prices and (if applicable) Regional Delivery Fees in the Pricing Schedule, shall when charged together be the total delivered costs for supply of the Deliverables to the relevant Ordering Participating Health Service.
- d. Price(s) will be in accordance to the Agreement period or pursuant to the review periods therein.
- e. Prices shall be exclusive of the Goods and Services Tax (GST) but shall include all royalties, exchange rates, levies, duties, other taxes and charges required for supplying the Deliverables.
- f. Any charge not included in the pricing schedule, or otherwise stated in the Agreement as being additional, will not be considered.

20. Not Used

20.1. Not Used

20.2. Not Used

Delivery

21. Electronic Data Interchange

- a. The Contractor must have the capability to exchange orders, payments, acknowledgements, invoices, remittance notices and other records (Data) electronically, if preferred by a Participating Health Service in place of hard-copy documents.
- b. It is highly desirable for the Contractor to have existing systems capability which can integrate with Participating Health Service ordering systems for the exchange of Data (for example, online ordering platform with punch-out capability).

22. Delivery

- a. Subject to paragraph (c), Goods will be delivered to the location(s) specified by Participating Health Services within the shortest possible timeframe; however, this must not exceed:
 - i. one (1) Business Day from receipt of order for Metropolitan Participating Health Services; or
 - ii. two (2) Business Days from receipt of order for Regional Participating Health Services, unless a shorter timeframe is agreed with the Participating Health Service (for example, for urgent or Public Holiday deliveries).
- b. All deliveries are bound as per the Agreement, Clause 7.2 Acceptance and Rejection of Goods.
- c. The Contractor may require a lead time addition of up to one (1) Business Day for the timeframes set out in paragraph (a) above to enable timely delivery of certain Goods that are manufactured in response to each Health Service purchase order (**Made-to-Order Goods**). HSV may in its discretion, accept the additional lead time and award the Made-to-Order Goods, or elect not to award the Made-to-Order Goods.

23. Out of stock or unavailable lines

- a. Any goods that are unavailable or out of stock will be subject to the inability to supply clause at 3.3 of this Agreement.

24. Vehicle maintenance

- a. Vehicles used for transportation must be maintained in a clean and sanitary condition at all times.
- b. Vehicles used for transportation of refrigerated foods must be capable of maintaining products under temperature control.

Support

25. Customer Service and Support

- a. The Contractor must be able to provide customer service and support to Participating Health Services during Business Hours.
- b. The Contractor will provide Participating Health Services with representatives that are:
 - i. inherently familiar with the contracted products and delivery arrangements;
 - ii. appropriately qualified;
 - iii. technically knowledgeable about the contracted products; and
 - iv. available to respond to Participating Health Services' queries during Business Hours.
- c. The level of customer service and support required of representatives is expected to include (but is not limited to):
 - i. liaising with the Participating Health Services to recommend products and solutions;

- ii. promptly answering Participating Health Service queries;
 - iii. liaising with various hospital personnel (for example: support services managers, dieticians, kitchen managers);
 - iv. meeting on-site to resolve supply and performance issues; and
 - v. providing informational materials.
- d. Representatives must comply with Participating Health Services' local policies regarding engagement with Participating Health Service staff.

26. Not Used

27. Not Used

28. Contract Monitoring and Relationship Management

- a. In addition to and concurrently with the requirements of HSV in Appendix 1 to Schedule 1 Key Performance Indicators, the Contractor will be required to engage in quarterly reviews in collaboration with HSV and the Participating Health Services.
- b. Please refer to the Supply Schedule- Item 13 in this Agreement for further details.
- c. Contractor performance over the term of the Agreement contract may be considered upon retender or Option to extend.

29. Not Used

30. Risk Management

- a. The Contractor must have a documented comprehensive risk management system that is appropriate to the size and nature of its operations.
- b. The risk management system must include:
 - i. consideration for all appreciable circumstances that may disrupt or otherwise cause a material adverse impact the Contractors ability to supply the Goods (including Contractor specific, industry-wide, state-wide, national and global risks);
 - ii. risk management and mitigation strategies to avoid or prevent those circumstances from occurring (where possible); and
 - iii. business continuity and contingency planning setting out measures to be taken should those circumstances arise to ensure impact to Participating Health Service operations is minimised or avoided.
- c. The Contractor must provide its risk management system documentation (including business continuity and contingency planning) to the Participating Health Services and HSV on request.

Category 1 – Beverages

A range of beverages are required, including:

- a. Cordials
- b. Flavoured milks
- c. Chilled and ambient fruit juices
- d. UHT milk
- e. Plant based milks
- f. Carbonated / soft drinks
- g. Bottled water

Mandatory requirements for beverages include:

- a. UHT milk must be free from allergens except milk (AM)
- b. full-cream UHT milk must have >3 grams of fat per 100mL
- c. light UHT milk must have 1-2 grams of fat per 100mL
- d. skim UHT milk must have <0.1gm fat per 100mL
- e. fruit juices must be 100% pure fruit juice, and contain no added sugar
- f. packaging shape for portion control presentations must prevent the product from rolling (so as to prevent the product rolling off of a meal tray)
- g. packaging shape for portion control presentations must be no greater than 100mm in height (so as to ensure the product fits on a meal trolley).

Category 2 – Cooked Meat

A range of cooked meat products are required, including:

- a. Lamb
- b. Beef
- c. Turkey
- d. Pork

Mandatory requirements for cooked meat include:

- a. hormone free
- b. sold on a 'per kilogram' or 'per portion' basis
- c. no 'pumped' meat products
- d. no formed meat products (no gluing meat products to form whole cuts)
- e. all cuts will be skin-off (except where specified)
- f. all cuts will be free of glands, gristle, cartilage and visible fat
- g. all boned and rolled meats will be tendered at boned weight only
- h. for portion control items, there should be no more than a five percent (5%) variance from the stated portion weight
- i. boned and rolled legs will weigh a minimum of two (2) kilograms
- j. all diced and stripped meat will be of a standard and consistent size and will match the size specified by the Basket Item (if specified)
- k. all diced and stripped meat will be tendered at boned weight only
- l. prices for Halal meats must be priced equivalent to non-Halal meats
- m. all roast meats must meet the criteria for Band 1 of the Nutrition Standards for Menu Items in Victorian Hospitals and Residential Aged Care Facilities.

Category 3 – Dairy Products

A range of dairy products are required, including:

- a. Butter
- b. Cheese
- c. Cream
- d. Custard
- e. Frozen yoghurt
- f. Ice cream
- g. Yoghurt

Mandatory requirements for dairy products include:

- a. Packaging shape for Portion controlled presentations must be no greater than 100mm in height (so as to ensure product fits in a meal trolley)

It is desirable that dairy products are free from allergens except milk allergens (AM).

Category 4 – Domestic Kitchenware Consumables

A range of Domestic Kitchenware Consumables are required, including:

- a. Disposable containers
- b. Disposable cutlery
- c. Disposable serving ware
- d. Kitchen consumables (e.g. aluminium foil, cling wrap)

Mandatory requirements for Domestic Kitchenware Consumables include:

- a. All disposable containers, cutlery and serving ware must:
 - i. be free of rough or unfinished edges
 - ii. not distort when in normal use including when in contact with hot food or beverages.

Category 5 – Dry, Chilled and Frozen Pantry

A range of Dry, Chilled and Frozen Pantry are required, including:

- a. Bakery products (e.g. flour, gelatine, cooking chocolate).
- b. biscuits, crackers and crisps
- c. cereal
- d. convenience foods (e.g. party finger food, baked beans)
- e. dairy products (e.g. condensed milk, milk powder)
- f. dehydrated soup mixes
- g. desserts and dessert toppings
- h. dried fruit and vegetables
- i. frozen fruit and vegetables
- j. grain products (e.g. cous cous, pearl barley)
- k. hot beverages (e.g. milo, coffee, tea)
- l. jams and spreads
- m. juices (e.g. lemon and lime juice)
- n. meat and poultry products (e.g. smallgoods, frozen packaged meat products)
- o. nut products
- p. oil products
- q. pasta, noodles and rice
- r. processed and packaged fruit and vegetables (e.g. canned or jarred fruit and vegetables)
- s. sauces and marinades
- t. seafood
- u. seasoning (e.g. dry herbs, spices, boosters)
- v. stocks
- w. sugar and sweeteners
- x. tofu
- y. moulded meal products (e.g. IDDSI suitable product shaped so more attractive for patient consumption)

Portion control fruit must:

- a. contain a minimum of 100 grams of fruit (drained)
- b. have a maximum height of 75 millimetres in order to fit catering equipment
- c. be packaged in natural juice

It is desirable that products are Australian grown and manufactured wherever possible, however imported products which are of an equivalent quality and offer best value for money will still be considered.

Category 6 – Eggs

A range of egg products are required, including:

- a. Cooked Eggs (e.g. hard boiled, scrambled, omelettes)
- b. Eggs (e.g. Fresh Eggs and Egg Pulp)

Egg products must be produced and manufactured in Australia.

Category 7 – Fresh Bread

A range of fresh bread is required, including:

- a. bread loaf (including portion control sliced bread)
- b. bread rolls
- c. other baked goods including croissants, crumpets and English muffins.

Where sliced, each slice of bread must comply with the portion sizes set out in the Nutrition Standards for Menu Items in Victorian Hospitals and Residential Aged Care Facilities.

Fresh bread products must:

- a. for loaf presentations, be a square loaf
- b. for loaf presentations, must weigh between 650 and 900 grams per loaf
- c. where specified in the Basket Item description, be sliced to either sandwich or toast thickness
- d. be enclosed in packaging incorporating the use-by-date
- e. be delivered within twenty four (24) hours of manufacture.

Category 8 – Fresh Fruit and Vegetables

A range of fresh fruit and vegetables are required, including:

- a. processed fresh fruit (e.g. peeled, hand cut, sliced and diced);
- b. processed fresh vegetables (e.g. chopped, diced, peeled, sliced);
- c. vegetable mixes (e.g. processed vegetable mixes for convenience stir-frys, roasting);
- d. whole fruit;
- e. whole vegetables.

Fresh fruit and vegetables must:

- a. unless otherwise specified, be of grade A quality (i.e no seconds)
- b. be purchasable in increments between 100g and 10kg - the Respondent should be able to accommodate this based on per kg pricing
- c. be of a standard and consistent size with processed fresh fruit and vegetables conforming to the size specified in the Basket Item description (if specified)
- d. be free from contaminants such as insects or excessive dirt

The mode of processing the relevant fresh fruit or vegetable should not impact the price of the Goods (for example, there is an expectation that diced tomatoes, quartered tomatoes and sliced tomatoes should be offered at the same price).

It is desirable that fresh fruit and vegetables are Australian grown and manufactured wherever possible, however imported products which are of an equivalent quality and offer best value for money will still be considered.

Category 9 – Fresh Meat

A range of fresh meat products are required, including:

- a. Lamb
- b. Beef
- c. Veal
- d. Pork

Fresh meat products must:

- a. be produced and manufactured in Australia
- b. be hormone free
- c. be sold on either a 'per kilogram' or 'per portion' basis
- d. not be 'pumped' meat products
- e. not be formed meat products (no gluing meat products to form whole cuts)
- f. for cuts, be skin-off (except where specified)
- g. for cuts, be free of glands, gristle, cartilage and visible fat
- h. for boned and rolled meats, be tendered at boned weight only
- i. for boned and rolled legs, weigh a minimum of two (2) kilograms
- j. for all diced and stripped meat, be of a standard and consistent size and will match the size specified by the Basket Item (if specified)
- k. for diced and stripped meat, be tendered at boned weight only

Prices for Halal meats must be priced equivalent to non-Halal meats.

Category 10 – Fresh Poultry

A range of fresh poultry products are required, including:

- a. Chicken
- b. Turkey

Fresh poultry products must:

- a. be produced and manufactured in Australia
- b. be hormone free
- c. be sold on a 'per kilogram' or 'per portion' basis
- d. not be 'pumped' meat products
- e. not be formed meat products (no gluing meat products to form whole cuts)
- f. for cuts, be skin-off (except where specified)
- g. for cuts, be free of glands, gristle, cartilage and visible fat
- h. for boned and rolled meats, be tendered at boned weight only
- i. for Whole Chickens, be presented as:
 - i. trimmed and cleaned; and
 - ii. either bagged or naked (e.g. naked in a box of 6)
- j. for all diced and stripped meat, be of a standard and consistent size and will match the size specified by the Basket Item (if specified)
- k. for diced and stripped meat, be tendered at boned weight only

Prices for Halal meats will be priced equivalent to non-Halal meats.

The maximum capacity for cyrovac presentations is 5kg

A maximum of three (3) x five (5) kilogram bags are permitted per crate for health and safety purposes.

Category 11 – Fresh White Milk

A range of fresh white milk products are required, including:

- a. fresh white milk in full fat, light, and skim variations
- b. fresh white milk in portion control, standard and large formats

The preferred packaging presentations for fresh white milk are:

- a. for standard format, 2 litre bottles
- b. for large format, 10 litre bags
- c. for portion control, sized in accordance with the Nutrition Standards for Menu Items in Victorian Hospitals and Residential Aged Care Facilities, currently at least 140ml (between 140ml and 150ml is preferred).

Mandatory requirements for fresh white milk are:

- a. milk must be produced and manufactured Australia
- b. minimum of 7 days shelf life on delivery unless otherwise agreed in the SLA for the Ordering Participating Health Service
- c. milk or dairy products must not be packaged in glass
- d. free from allergens except milk allergens (AM)
- e. full-cream fresh white milk must have >3 grams of fat per 100mL
- f. light fresh white milk must have 1-2 grams of fat per 100mL
- g. skim fresh white milk must have <0.1gm fat per 100mL
- h. packaging shape for portion control presentations must prevent the product from rolling (so as to prevent the product rolling off of a meal tray)
- i. packaging shape for portion control presentations must be no greater than 100mm in height (so as to ensure product fits on a meal trolley)

Category 12 – Fresh Pre-prepared Meals and Meal Components

A range of pre-prepared food products are required, including:

- a. casseroles
- b. fruit salad
- c. salads
- d. fresh sandwiches, rolls and wraps
- e. vegan meals

Products must:

- a. if portioned, be portioned in accordance with the Nutrition Standards for Menu Items in Victorian Hospitals and Residential Aged Care Facilities.
- b. for sandwiches, be delivered within twenty four (24) hours of manufacture.

Category 13 – Pre-prepared Desserts

A range of pre-prepared dessert products are required, including:

- a. jelly
- b. pre-prepared desserts (e.g. cakes, brownies, custards, slices, muffins)

Products must:

- a. if portioned, be portioned in accordance with the Nutrition Standards for Menu Items in Victorian Hospitals and Residential Aged Care Facilities.

Appendix 1 - Compliance Requirements

Australian Standards, Orders, Legislation and Regulations

- a. It is the responsibility of the Contractor to ensure that all products offered comply with the Compliance Requirements listed below. This is not an exhaustive list, Contractors must ensure they comply with any other Compliance Requirements that are not listed below, this includes primary and subordinate instruments of the State and Commonwealth, and any relevant amendments, revisions or consolidations.

The relevant legislation for Catering Supplies may include, but is not limited to:

COMPLIANCE REQUIREMENT
Food Standards, Safety and Nutrition
<i>Food Act 1984 (Vic)</i>
Australia and New Zealand Food Standards Code
HACCP (Hazard Analysis and Critical Control Points) Australia Standards
Dairy Food Safety Victoria Requirements
PrimeSafe Requirements
Packaging and Labelling
Australia and New Zealand Food Standards Code
Social
<i>Local Jobs First Act 2003 (Vic)</i>
Local Jobs First Policy
Local Jobs First Supplier Guidelines
Victorian Social Procurement Framework

Policy Objectives

- a. Where relevant, the Contractor should address the requirements of the policy objectives below as they are updated from time to time. This is not an exhaustive list, further policy objectives may be notified to the Contractor by HSV.
- b. The relevant policy objectives for Catering Supplies include:

COMPLIANCE REQUIREMENT	FOR GUIDANCE
Food Standards, Safety and Nutrition	
International Dysphagia Diet Standardisation Initiative (IDDSI) Framework and Testing Methods	International Dysphagia Diet Standardisation Initiative - https://iddsi.org/
Nutrition Standards for Menu Items in Victorian Hospitals and Residential Aged Care Facilities	Health.Vic - https://www2.health.vic.gov.au/
Healthy Eating Advisory Service (HEAS) Healthy Choices framework and guidelines	Healthy Eating Advisory Service - https://heas.health.vic.gov.au/
Packaging and Labelling	
Australian Packaging Covenant and Sustainable Packaging Guidelines	Australian Packaging Covenant Organisation - https://www.packagingcovenant.org.au/
Arthritis Australia Food Packaging Design Accessibility Guidelines	Arthritis Australia - https://arthritisaustralia.com.au/