



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions -
TPSGC

Voir dans le document/
See herein

NA

Quebec

NA

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Food Supply, Montreal/Alimentation, Montréal
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montreal
Quebec
H5A 1L6

Title - Sujet RMSO: Kosher Meals RMSO: Kosher Meals	
Solicitation No. - N° de l'invitation E6MON-22PQKO/A	Date 2022-06-01
Client Reference No. - N° de référence du client E6MON-22PQKO	Amendment No. - N° modif. 001
File No. - N° de dossier MTR-1-44241 (505)	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$MTR-505-16428	
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale 2022-04-05	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2023-01-05 Heure Normale du l'Est HNE	
Address Enquiries to: - Adresser toutes questions à: Caruso, Anna	Buyer Id - Id de l'acheteur mtr505
Telephone No. - N° de téléphone (514) 207-5319 ()	FAX No. - N° de FAX () -
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

AMENDMENT 001

The purpose of this amendment is to modify:

Part 1 – General Information, section 1.2.1,
Part 2 – Offeror Instructions, sections 2.1 and 2.2,
Part 3 – Offer Preparation Instructions, section 3.1,
Part 5 – Certifications and Additional Information, section 5.2.2,
Part 6 – Standing Offer and Resulting Contract Clauses, sub-section A, sections 6.3 and 6.3.1, and,
Part 6 – Standing Offer and Resulting Contract Clauses, sub-section B, section 6.2.

This amendment affects the following documents:

-2006 - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements
-Standard Acquisition Clauses and Conditions Manual
-2005 – General Conditions – Standing Offers – Goods or Services
-2010A – General Conditions: Goods (medium complexity)

DELETE :

PART 1 - GENERAL INFORMATION

1.2.1 Requirement

Public Works and Government Services Canada (PWGSC) wishes to establish Regional Master Standing Offers (RMSO) for the provision and delivery of Kosher meals on an as and when needed basis to all federal departments and ministries located in the Province of Quebec.

The proposed term of the request for standing offer is for one (1) year from June 1, 2022 to May 31, 2023 and is divided into three (3) periods of four (4) months each.

The Offeror can submit pricing on as many or as few line items as they wish for each zone they are providing an offer. Offers will be evaluated on the highest amount of line items offered and then on a line item basis.

The RFSO may result in the issuance of up to two (2) Standing Offers per region and per period.

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

INSERT :

PART 1 - GENERAL INFORMATION

1.2.1 Requirement

Public Works and Government Services Canada (PWGSC) wishes to establish Regional Master Standing Offers (RMSO) for the provision and delivery of Kosher meals on an as and when needed basis to all federal departments and ministries located in the Province of Quebec.

The proposed term of the request for standing offer is for one (1) year from June 1, 2022 to May 31, 2023 and is divided into three (3) periods of four (4) months each.

The Offeror can submit pricing on as many or as few line items as they wish for each zone they are providing an offer. Offers will be evaluated on the highest amount of line items offered and then on a line item basis.

The RFSO may result in the issuance of up to two (2) Standing Offers per region and per period.

This RFSO allows offerors to use the **Canada Post Corporation (CPC) Connect** service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

DELETE :

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the **Standard Acquisition Clauses and Conditions Manual** (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The **2006** (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/24>

Subsection 21, Code of Conduct for Procurement—bid of the Standard Instructions 2006 is amended as follows

Delete: "21 (2016-04-04) Code of Conduct for Procurement—offer

"The *Code of Conduct for Procurement* (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to

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satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement*, may render the offer non-responsive.”

Insert: “21 (2022-01-27) Code of Conduct for Procurement - offer

The Code of Conduct for Procurement (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement, may render the offer non-responsive.”

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated on page 1 of the RFSO.

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction 2006, or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect. (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/active>)

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

INSERT :

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

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The **2006 (2022-03-29)** Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO. (**Section 1.2006 - Standard Instructions - Request for Standing Offers - Goods or Services - Buyandsell.gc.ca**)

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated on page 1 of the RFSO.

Only offers submitted using **CPC Connect** service will be accepted. The Offeror must send an email requesting to open a **CPC Connect** conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open a Connect conversation, as detailed in Standard Instruction **2006**, or to send offers through a Connect message if the Offeror is using its own licensing agreement for Connect. (**Section 1.2006 - Standard Instructions - Request for Standing Offers - Goods or Services - Buyandsell.gc.ca**)

It is the Offeror's responsibility to ensure the request for opening a **CPC Connect** conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Steps to follow for the Bid Submission to Bid Receiving Unit (BRU) using Connect
(<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-connect>)

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

DELETE :

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the **2006** standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The offer must be gathered per section and separated as follows:

Section I: Financial Offer – Annex B (Excel copy)
Section II: Certifications

Offers transmitted by facsimile or hardcopy will not be accepted.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B - Basis of Payment.

INSERT :

PART 3 - OFFER PREPARATION INSTRUCTIONS

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- 3) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 4) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B - Basis of Payment.

DELETE :

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list) available at the bottom of the page of the [Employment and Social](#)

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[Development Canada-Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

INSERT :

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list) available at the bottom of the page of the [Employment and Social Development Canada \(EDSC\) -Labour](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

DELETE :

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2005 \(2017-06-21\) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14)
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>

Subsection 14 of 2005, General Conditions – Standing Offers – Goods or Services is amended as follows:

Delete: "2005 14 (2016-04-04) Code of Conduct for Procurement – Standing Offer

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The Offeror agrees to comply with the *Code of Conduct for Procurement* (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

Insert: "2005 14 (2022-01-27) Code of Conduct for Procurement – Standing Offer

The Contractor agrees to comply with the Code of Conduct for Procurement (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) and to be bound by its terms for the period of the Contract."

INSERT :

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(Standard Acquisition Clauses and Conditions \(SACC\) Manual - Buyandsell.gc.ca\)](#) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2005 \(2022-01-28\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

[Subsection 3 - General Conditions - Buyandsell.gc.ca](#)

DELETE :

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

B. RESULTING CONTRACT CLAUSES

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2010A \(2021-12-02\)](#), [General Conditions - Goods \(Medium Complexity\) apply to and form part of the Contract.](#)

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/20>

Section 16 Interest on Overdue Accounts, of [2010A \(2021-12-02\)](#) will not apply to payments made by credit cards.

Subsection 32 of 2010A: General conditions: Goods (medium complexity) is incorporated as follows:

2010A 32 (2021-11-04) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:
 - Criminal Code*
 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
 - Immigration and Refugee Protection Act*
 - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).

6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.

7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

INSERT :

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2022-01-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 3.2010A - General Conditions - Goods (Medium Complexity) - Buyandsell.gc.ca

Section 16 Interest on Overdue Accounts, of **2010A (2022-01-28)** will not apply to payments made by credit cards.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME