



Offer to purchase (OP): 01B46-23-140

**FOR
BARLEY**

**FOR THE
Fredericton Research and Development Centre
FRDC Research Farm
Fredericton, New Brunswick**

**Tenders must be received by: 2:00 PM,
Eastern Daylight Time (EDT)
On October 16, 2023 at the following address:**

Agriculture and Agri-Food Canada (AAFC)

aafc.escprocurement-cseapprovisionnement.aac@agr.gc.ca

**Note: Tenders received at an email address other
than the one indicated above will be rejected**

TABLE OF CONTENTS

GENERAL INFORMATION

- 1.0 Project Summary
- 2.0 Security Requirements

PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

- 1.0 Acceptance of Terms and Conditions
- 2.0 Incurring Cost
- 3.0 Enquiries - Solicitation Stage
- 4.0 Rights of Canada
- 5.0 Mandatory Clauses
- 6.0 Debriefing

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

- 1.0 Applicable Laws
- 2.0 Submission of Proposal
- 3.0 Proposal Preparation Instructions
- 4.0 Preparation of Financial Proposal (Section 1)
- 5.0 Evaluation Procedures
- 6.0 Request for Proposal Amendment(s)

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

- 1.0 General Conditions of sale
- 2.0 Requirement
- 3.0 Security Requirements
- 4.0 Contracting Authority
- 5.0 Project Authority
- 6.0 Contractor Representative
- 7.0 Priority of Documents
- 8.0 Damage to or Loss of Crown Property
- 9.0 Basis of Payment
- 10.0 Transfer of contract

LIST OF APPENDICES

- Appendix A - General Conditions of sale and mandatory conditions of sale
- Appendix B - Statement of Work
- Appendix C - Barley information table
- Appendix D - Evaluation Procedures & Criteria
- Appendix E - Financial Proposal



GENERAL INFORMATION**1.0 PROJECT SUMMARY**

The Fredericton Research Farm of Agriculture and Agri-Food Canada (AAFC) located at 95 Innovation Road, Fredericton, New Brunswick, E3B 4Z7, requires obtaining offers to purchase barley on its farm for the 2023 season.

2.0 SECURITY REQUIREMENTS

No security requirements associated with the work.

PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1 Agriculture and Agri-Food Canada will only consider Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 1.2 The General Conditions of sale and mandatory conditions of sale attached in Appendix A and those set out in Part 3 of this OP shall form part of any Resulting Contract.

2.0 INCURRING COST

- 2.1 The cost to prepare the Proposal will not be reimbursed by Agriculture and Agri-Food Canada.
- 2.2 No cost incurred before receipt of a signed Contract or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

3.0 ENQUIRIES - SOLICITATION STAGE

- 3.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named at Part 3, section 4.0 of the OP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 3.2 Enquiries and issues must be received by the Contracting Authority **no later than two (2) business days prior to the solicitation closing date** specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 3.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 3.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named at Part 3, section 4.0 of the OP. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 3.5 Meetings will not be held with individual bidders prior to the closing date/time of this OP, unless otherwise specified.
- 3.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

4.0 RIGHTS OF CANADA

- 4.1 Canada reserves the right to:
1. Accept any Proposal in whole or in part, without prior negotiation;
 2. Reject any or all Proposals received in response to this OP;
 3. Cancel and/or re-issue this OP at any time;
 4. Ask the Bidder to substantiate any claim made in the Proposal;
 5. Enter into negotiations with one or more Bidders on any or all aspects of their Proposals;
 6. Award one or more Contracts;
 7. Retain all Proposals submitted in response to this OP.



5.0 MANDATORY CLAUSES

- 5.1 Where the words “**must**”, “**shall**” or “**will**” appear in this OP, the clause is to be considered as a mandatory requirement.

6.0 DEBRIEFING

- 6.1 After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of New Brunswick.
- 1.2 In their bid submission, bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the bidder acknowledges the applicable law specified is acceptable to the Bidder.

2.0 SUBMISSION OF PROPOSAL

- 2.1 Proposals must be submitted by email as described in Article 3.0.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Unit no later than the **date indicated on the cover page of this OP**. The email subject should include the OP number found on the cover page of the OP.
- 2.3 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

- 3.1 The proposal **must** be structured in **ONE SEPARATE SECTION** as indicated below:

Section 1	Financial Proposal	By email
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- 3.2 The Bidder may **submit a proposal in either official language**.
- 3.3 Each copy of the proposal is to include the Bidder's legal entity name, the name of the Bidder's contact, address, telephone number, facsimile number, email address and the OP Number.

4.0 PREPARATION OF FINANCIAL PROPOSAL (SECTION 1)

In the Financial Proposal, the Bidder shall provide a firm all inclusive price to provide the services requested in accordance with the Statement of Work **Appendix B**.

The requirements of the Financial Proposal are detailed in Appendix E, Evaluation Procedures and Criteria.

Prices shall not appear in any area of the proposal except in the Financial Proposal.

- 4.1 The Bidder may revise his/her tender by email, provided it is received before the OP Closing Time.

However, any indication of price modification shall not reveal the amount of the original or the revised total price. Price modifications should only include the amount of the increase or decrease of the bid. Any indication of the old or the new total price will get the Proposal discarded automatically.



5.0 EVALUATION PROCEDURES

- 5.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix E**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this OP and in conjunction with the accompanying Statement of Work (**Appendix B**).
- 5.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 5.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c) request, before award of any contract, specific information with respect to bidders' legal status;
 - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

6.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

- 6.1 Any modifications to this OP will be made through an amendment which will be posted publicly via canadabuys.ca.

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to OP **01B46-23-140**, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS OF SALE

1.1 The General Conditions attached in **Appendix A** shall form part of any Resulting Contract.

2.0 REQUIREMENT

2.1 The contractor will provide the services identified in Appendix B, Statement of Work.

2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

3.0 SECURITY REQUIREMENT

There is no security associated with the work

4.0 CONTRACTING AUTHORITY

4.1 The Contracting Authority is:

Jacques Toussaint
Contracts Agent
Agriculture et Agroalimentaire Canada
Téléphone: 438-455-8237
2001 boulevard Robert-Bourassa, suite 671-TEN
Montréal, Québec H3A 3N2
Courriel: Jacques.Toussaint@agr.gc.ca

4.2 The Contracting Authority (or authorized representative) is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

5.0 PROJECT AUTHORITY

5.1 The Project Authority for the Contract is:

The contact information for the Project Authority will be provided at time of contract award.

5.2 The Project Authority, or authorized representative, is responsible for:

1. All matters concerning the technical content of the Work under the Contract;
2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
4. Review and approve all invoices submitted.

6.0 CONTRACTOR REPRESENTATIVE

6.1 The Contractor Representative for the Contract is:

The contact information for the Contractor Representative will be provided at time of contract award.

6.2 The duties and responsibilities of the Contractor Representative shall include the following:

1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

7.0 PRIORITY OF DOCUMENTS

7.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. Bill of sale;
2. General Conditions of sale and mandatory conditions of sale, Appendix A;
3. Statement of Work, Appendix B;
4. Barley for purchase, Appendix C;
5. Offer to Purchase **01B46-23-140**;
6. Contractor's Proposal, dated *(to be inserted at contract award)*.

8.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

8.1 The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

9.0 BASIS OF PAYMENT

If the Bidder's bid is retained by AAFC, the Bidder will give and pay to AAFC Representative the amount provided for in the Contract to the **Receiver General of Canada** in legal currency of Canada. When this bidder obligation is met, the AAFC Project Authority will authorize access to the bidder for the provision of services.

10.0 TRANSFER OF CONTRACT

The supplier shall not assign or transfer any or entire of its contract to any person without the written permission of AAFC. In the event of a sale or merger, AAFC reserves the right to accept or reject the transfer of the contract.



APPENDIX A

General Conditions of sale

Appendix A

General Conditions of sale

1. WITHDRAWAL - The Minister of Agriculture & Agri-Food Canada (hereinafter referred to as the "Minister") acting on behalf of His Majesty the King in Right of Canada, reserves the right to withdraw from the sale any property which has not been removed by the Purchaser, without incurring any liability except to refund to the Purchaser the amount paid on account of such property.
2. CONDITION OF PROPERTY - The property listed herein is for sale "as is - where is". The description of the property is based on the best information available to the Minister. However, unless specifically provided in the offer, the Minister makes no warranty, express or implied, as to the quantity, kind, character, quality, weight, size, or description of any of the materiel, or its condition or fitness for any use or purpose.
3. PAYMENTS - The Purchaser agrees to make any payment requested by the Minister within **5 (FIVE)** calendar days from the date of such request and prior to removal of any of the property.
4. TITLE - Unless otherwise provided in the Offer, title to the property sold hereunder shall vest in the Purchaser when the goods are actually removed.
5. REMOVAL - The Purchaser, upon acceptance of this offer by the Minister and after payment in full has been received by the Minister, shall, at his expense, pack, load and remove the property by the date indicated on the Bill of Sale or, if no date is shown, within **5 (FIVE)** calendar days after the date the Bill of Sale is issued.
6. FAILURE TO REMOVE - Should the Purchaser fail to remove the property in accordance with Paragraph 5, the Minister, without prejudice to any other remedies, may cancel the contract without notice to the Purchaser and retain as liquidated damages any deposit or amount paid on account of the property. The Purchaser shall lose all claim to and interest in the property and may be held responsible for all loss, cost and expense incurred due to the Purchaser's failure or default.
7. DAMAGE TO PROPERTY - The Purchaser shall be responsible for any damage to property resulting from the removal of the property sold.
8. ADJUSTMENTS - If, through withdrawal, loss or error, property cannot be delivered to the Purchaser, the Minister's liability shall be limited to a refund of the purchase price, or such portion thereof as the Minister may determine to be equitable.
9. UNDISCLOSED PRINCIPAL, BRIBES, ETC. - The Offer to Purchase is not assignable. The Minister reserves the right to cancel the sale and limit its liability to a refund of the purchase price if the property is purchased on behalf of an undisclosed principal; the same shall apply if the sale is brought about by a bribe, gift, or gratuity, or other inducement, to any official or employee of the Crown in Right of Canada or official or employee of the United States Government or their agents.
10. LIABILITY - The Minister and His Majesty do not assume any liability for injuries suffered by, or the death of, any person, or for any loss of, or damage to, any property arising out of the inspection, handling, removal, use or demolition of the property listed herein, and the Purchaser shall indemnify and save harmless the Minister and His Majesty in all respects thereof.



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- 10.1 If the situation requires it, the Minister could apply one of the following supplementary conditions. If applicable, the Purchaser must provide a copy of the insurance certificate requested.
- The Purchaser must obtain and maintain, at his own expense and for the duration of the removal:
- 10.1.1 a comprehensive general liability insurance covering the Purchaser, its employees, agents and representatives for bodily injury, including death and property damage for a minimum combined limit of one million dollars (\$1 000 000,00) per event; and
- 10.1.2 an automobile liability insurance covering the liability of the Purchaser for bodily injury, death and property damage arising out of, or operation of, vehicles owned, leased or rented by the Purchaser for a minimum limit of one million dollars (\$1 000 000,00) CAD.
11. CONTRACT - The Offer to Purchase form, together with the Minister's form of Acceptance, shall, when executed, constitute the entire agreement between the Purchaser and the Minister and time shall be deemed to be of the essence in all respects thereof.
12. HOUSE OF COMMONS - No member of the House of Commons of Canada shall be privy to any share of the sale or part of the contract or benefit arising therefrom.
13. RESALE ON THE AMERICAN MARKET – If the goods described herein come from the United States, please note that pursuant to American law, American government surplus goods sold abroad may not be resold on the American market unless it is determined by the Secretary of Agriculture, for agricultural goods, foods, cotton and wool commodities, or, in all other cases, by the Secretary of Commerce, that the import of such goods would alleviate shortages in the domestic market or result in a national economic benefit for the United States.
14. In the event of any conflict between the General Conditions of Sale and the Special Conditions of Sale, the Special Conditions will govern.

Appendix B
Statement of Work

1) Title

Barley for purchase for the Fredericton Research Farm for the 2023 season.

2) Background

Agriculture and Agri-Food Canada (AAFC) located at 95 Innovation Road, Fredericton, Fredericton, NB, E3B 4Z7, is seeking offers to purchase barley at the Fredericton Research Farm for the 2023 season.

3) Scope of work

The Contractor shall comply with the following requirements in delivering the services:

The Contractor shall ensure that the goods are transported off-site under safe, clean conditions. AAFC reserves the right to provide any instructions deemed necessary in this regard;

The Contractor shall complete the delivery of the service for each lot as specified below:

One lot including	Deadline
Barley – Leader variety	Barley shall be taken by October 20, 2023.

No extension of of the dates mentioned will be tolerated without written approval from AAFC;

The Contractor shall ensure that it causes no damage to the site while picking up barley due to wheel marks from tractors or machinery. If damage occurs, the Contractor shall restore the damaged area to the condition in which the Contractor found it on arriving in AAFC's site;

**APPENDIX C****Barley information table****SALE OF BARLEY 2023****Barley:**

<u>Crop</u>	<u>Variety</u>	<u>Volume (ton)</u>	<u>Notes</u>
Barley	Leader	12	already cut



Appendix D

Evaluation Procedures & Criteria

1.0 MANDATORY REQUIREMENTS

If the company does not meet all the mandatory requirements, the proposal will then be non-compliant and will therefore be rejected.

Mandatory requirement #1 - Minimum price

The bidder must respect the minimum price for the entire lot of Barley:

Lot	Volume (metric ton)
Barley – Leader variety	12 metric tons

2.0 FINANCIAL PROPOSAL

2.1 The bidder must complete and sign the financial proposal in appendix F. **The rate in the bid must be in Canadian dollars, excluding Goods and Services Tax or Harmonized Sales Tax, FOB destination, including customs duties And Canadian excise taxes.**

3.0 DETERMINATION OF THE SELECTED BIDDER

The proposal of the bidder who will represent the highest financial bid will be awarded the contract.



Appendix E
Financial Proposal

<p>One lot of Barley - Leader Variety</p> <p>Minimum Price: \$2500</p>	<p>\$ _____</p>
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Price exclude taxes

Signed at: _____ this _____ day of _____ 2023.
(City and Province)

Name and address of vendor/Company: (including Postal Code)

Name of bidder: _____

Bidder's Position: _____

Bidder's Signature: _____