



ADVANCE CONTRACT AWARD NOTICE (ACAN)

1. Title

Providing for the continuing operation of the Resolute Bay Geomagnetic Observatory at Resolute Bay, Nunavut

2. Definition

An Advance Contract Award Notice (ACAN) allows departments and agencies to post a notice, for no less than fifteen (15) calendar days, indicating to the supplier community that it intends to award a good, service or construction contract to a pre-identified contractor. If no other supplier submits, on or before the closing date, a Statement of Capabilities that meets the requirements set out in the ACAN, the competitive requirements of the government's contracting policy have been met. Following notification to suppliers not successful in demonstrating that their Statement of Capabilities meets the requirements set out in the ACAN, the contract may then be awarded using the Treasury Board's electronic bidding authorities.

If other potential suppliers submit Statement of Capabilities during the fifteen calendar day posting period, and meet the requirements set out in the ACAN, the department or agency must proceed to a full tendering process on either the government's electronic tendering service or through traditional means, in order to award the contract.

3. Background

Natural Resources Canada (NRCan) has established a Geomagnetic Observatory in Resolute Bay, Nunavut in an area consisting of Paleozoic limestone. The observatory is capable of recording minute changes in the geomagnetic field. The remote location of the observatory poses a challenge for maintaining continuing operation, and the structure protecting the delicate instruments from the harsh environment requires regular and preventive maintenance. Furthermore, calibration measurements and data logged to physical media at the observatory must be manually submitted to be analysed at a later date.

4. Objectives

Natural Resources Canada requires the vendor to:

- 1) Perform services that will continue operation of the observatory;
- 2) Train relief operators in performing magnetic absolute observations; and
- 3) Download the information logged by the instruments onto physical media.

5. Project Requirements

5.1 Tasks, Deliverables, Milestones and Schedule

Tasks & Deliverables

Preventive maintenance and repair

Services to include:

- 1) Perform special checks, maintenance as required by NRCan staff regularly and following electrical storms or equipment breakdowns. Malfunctioning parts will be shipped to NRCan and replacement parts will be sent to the vendor for installation;
- 2) Arrange for repairs and maintenance of the NRCan buildings, facilities and utilities (hydro, phone and internet);
- 3) Read the power meter once per month and note the reading on the observatory site report; and
- 4) Verify the operation of the Uninterruptible Power Supply (UPS) once per month and to note the results in the logs provided.



Data Logging

The vendor will check the instruments and take measurements at least one time per week. Information will be entered on the log sheet and in the computer program provided. Malfunctions, data errors, known power and any additional factors which could affect the magnetic environment will be logged. Data from the observation equipment will need to be copied from the hard drive to a zip disk once every ten (10) days.

5.2 Method and Source of Acceptance

All deliverables and services rendered will be monitored by the staff at NRCan who shall have the right to reject any deliverables that are not considered satisfactory, or require their correction.

6. Trade Agreements

Applicable Limited Tendering Provision under NAFTA (Article 1016.2)

1016.2(b) - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists;

Applicable Limited Tendering Provision under Canada-Chile (Article Kbis-09)

Kbis-09 (b) - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists;

Applicable Limited Tendering Provision under Canada-Colombia (Article 1409)

1409 (b) where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:

- (i) the requirement is for a work of art,
- (ii) the protection of patents, copyrights or other exclusive rights, or
- (iii) due to an absence of competition for technical reasons;

Applicable Limited Tendering Provision under Canada-Honduras (Article 17.11)

17.11 (b) a good or service being procured can be supplied only by a particular supplier and a reasonable alternative or substitute does not exist because:

- (i) the good or service is a work of art,
- (ii) the good or service is protected by a patent, copyright or other exclusive intellectual property right, or
- (iii) there is an absence of competition for technical reasons;

Applicable Limited Tendering Provision under Canada-Panama (Article 16.10)

16.10 (b) the procurement can be carried out only by a particular supplier and a reasonable alternative or substitute does not exist because:

- (i) the requirement is for a work of art,
- (ii) a good or service being procured is protected by a patent, copyright or another exclusive right, or
- (iii) of the absence of competition for technical reasons;

7. Comprehensive Land Claims Agreements (CLCAs)

The Contract will be subjected to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claims Agreement



8. Contract Period

The contract period shall be from June 19, 2017 to March 31, 2018 inclusive. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (4) additional one (1) year period(s) under the same conditions.

9. Estimated Cost

The estimated maximum value of the contract is between \$80,000.00 and \$90,000.00 including all option years.

10. Exception to the Government Contracts Regulations and applicable trade agreements

Sole Source Justification - Exception of the Government Contract Regulations (GCR):

(d) Only one person or firm is capable of performing the contract

The contractor must:

- 1) Have a minimum of three (3) years of experience retrieving and logging information from geomagnetic observation equipment or equivalent equipment in the Polar Cap region of Canada;
- 2) Ensure that the service to be performed on the Resolute Bay Geomagnetic Observatory will be provided by personnel that are site trained on geomagnetic observation equipment. The personnel will have the required knowledge to service the mechanical equipment, computer systems and the building; and
- 3) Must have staff stationed within 25km of the Observatory;

ATCO Structures and Logistics Services Ltd. is the only provider that can meet all of the criteria above as well as the project requirements in sections 5.1 & 5.2.

11. Name and Address of the Proposed Contractor

ATCO Structures and Logistics Services Ltd.

360 Albert Street, Suite 1830
Ottawa, ON
K1R 7X7

12. Inquiries on Submission of Statement of Capabilities

Suppliers who consider themselves fully qualified and available to provide the services/goods described herein, may submit a Statement of Capabilities in writing, preferably by e-mail, to the contact person identified in this Notice on or before the closing date and time of this Notice. The Statement of Capabilities must clearly demonstrate how the supplier meets the advertised requirements.

13. Closing Date

Closing Date: 14 June 2017
Closing Time: 2:00 p.m. EDT

14. Contract Authority

Len Pizzi
Procurement Officer
Natural Resources Canada
183 Longwood Road South
Hamilton, ON



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