



## Advance Contract Award Notice (ACAN)

An ACAN is a public notice indicating to the supplier community that a department or agency intends to award a contract for goods, services or construction to a pre-identified supplier, thereby allowing other suppliers to signal their interest in bidding, by submitting a statement of capabilities. If no supplier submits a statement of capabilities that meets the requirements set out in the ACAN, on or before the closing date stated in the ACAN, the contracting officer may then proceed with the award to the pre-identified supplier.

### 1. Definition of the Requirement:

The Canada Border Services Agency (CBSA) has a requirement for Drinking Water Quality Data Management System. The service shall include the functionality for transferring laboratory test data directly into the data management system and providing alerts to water quality managers and authorized users of any exceedances in drinking water quality parameters. The parameters are to be compared against the most current Guidelines for Canadian Drinking Water Quality (GCDWQ) published by Health Canada and the respective provincial/territorial guidelines.

### Scope

The bilingual electronic service requested of CBSA must achieve the following:

1. Provide data management of historical, current, field and lab water quality data for initially up to 100 CBSA employed border crossing facilities across Canada;
2. Contain drinking water infrastructure-related information pertaining to the sites (for example, source of water, on-site treatment systems);
3. Accept input from multiple sampling points throughout the distribution systems from up to 100 facilities;
4. Include an up-to-date database of all the parameters (i.e. health-based, operational and aesthetic), associated with the Guidelines for Canadian Drinking Water Quality (most recent addition), along with provincial water quality regulations, standards and guidelines from across Canada;
5. Compare and report on the water quality data against the federal and provincial water quality guidelines, regulations and standards; and
6. Provide a default alert feature which informs CBSA employees when exceedances to the guidelines, regulations and standards have occurred.

The Contractor must provide on-line (i.e. via webinar or similar) training in both English and French for up to four (4) CBSA headquarters employees to access and utilize the database system, with an option to train up to twenty (20) other CBSA regional employees in English and French (Atlantic to Pacific).

The CBSA must have access to the data management system service for one (1) year, including the three (3) one-year options, if required. Historical records must be maintained three (3) years beyond the expiration of this contract.

### Security Requirements

There is no security requirements associated with this requirement.

### 2. Criteria for assessment of the Statement of Capabilities (Minimum Essential Requirements)

Any interested suppliers must demonstrate by way of a statement of capabilities that its meets the following requirements:



- have provided water quality data management services to two (2) large system clients where the drinking water system services more than 5,000 customers (federal, provincial, or municipal) within the last year.
- have a minimum eight (8) years of experience in delivering a web based data management service for drinking water which includes water quality and operational information.
- have a minimum of eight (8) years of experience in establishing data transfer arrangements and configurations with public and private Canadian Association for Laboratory Accreditation (CALA) or Standards Council of Canada (SCC) -certified environmental laboratories throughout Canada. In addition, five (5) data transfer arrangements and configurations must have been established in the last eight (8) years.
- have a fully functional bilingual web-based or cloud-based data management system specifically for drinking water and wastewater management, where all of its required data storage and management hardware and software, is physically located in Canada.

### **3. Applicability of the trade agreement (s) to the procurement**

This procurement is subject to the following trade agreement:

- Canadian Free Trade Agreement (CFTA)
- Canada-Chili Free Trade Agreement (CCFTA)
- Canada-Colombia Free Trade Agreement
- Canada-Honduras Free Trade Agreement
- Canada Panama Free Trade Agreement
- Canada-Peru Free Trade Agreement (CPFTA)
- North American Free Trade Agreement (NAFTA)

### **4. Set-aside under the Procurement Strategy for Aboriginal Business**

This procurement is not subject to any set-asides for Aboriginal Suppliers.

### **5. Comprehensive Land Claims Agreement (s)**

This procurement is not subject to a Comprehensive Land Claims Agreement.

### **6. Justification for the Pre-Identified Supplier**

The pre-identified supplier meets all of the minimum essential requirements described in this ACAN.

### **7. Government Contracts Regulations Exception(s)**

The following exception to the [Government Contracts Regulations](#) is invoked for this procurement under subsection:

- (d) only one person is capable of performing the contract.

### **8. Exclusions and/or Limited Tendering Reasons**

The following exclusion(s) and/or limited tendering reasons are invoked under the:



- Canadian Free Trade Agreement (CFTA) - Article 513, section 1 (b) (ii)
- Canada-Chili Free Trade Agreement (CCFTA) - Article Kbis-09, section 1 (b)
- Canada-Colombia Free Trade Agreement - Article 1409, section 1 (b) (iii)
- Canada-Honduras Free Trade Agreement - Article 17.11, section 2 (b) (iii)
- Canada Panama Free Trade Agreement - Article 16.10, section (b) (iii)
- Canada-Peru Free Trade Agreement (CPFTA) - Article 1409, section (b) (iii)
- North American Free Trade Agreement (NAFTA) - Article 1016, section 2 (b)

## 9. Ownership of Intellectual Property

Not applicable.

## 10. The period of the proposed contract or the delivery date(s)

The proposed contract is for a period of one (1) year beginning on Contract award date, including three (3) additional options to extend the contract by one (1) year periods.

## 11. Cost estimate of the proposed contract

The estimated value of the contract, including option(s), is \$182,729.03(GST/HST extra).

## 12. Name and address of the pre-identified supplier

It is intended to award a service contract to the following contractor:

Aquatic Informatics Inc.  
2400 - 1111 West Georgia Street  
Vancouver, British Columbia  
V6E 4M3

## 13. Suppliers' right to submit a statement of capabilities

Suppliers who consider themselves fully qualified and available to provide the services described in the ACAN, may submit a statement of capabilities in writing to the contact person identified in this notice on or before the closing date and time of this notice. This statement of capabilities must clearly demonstrate how the supplier meets the advertised requirements.

## 14. The closing date for a submission of a statement of capabilities

The closing date and time for accepting statements of capabilities is **December 28th, 2018** at 2:00 pm Eastern Standard Time (EST).

## 15. Inquiries and submission of statement of capabilities

Inquiries and statement of capabilities are to be directed to:

Name: Jordan Komery  
Title: Contracts officer  
Canada Border Services Agency  
Comptrollership Branch  
Strategic Procurement Division



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Reference No.: 1000339527

Address: 355 North River Road, Tower B, 17<sup>th</sup> Floor  
Ottawa, ON  
K1A 0L8

Telephone: 343-291-5715

E-mail address: [CBSA-ASFC\\_Solicitations-Demandes\\_de\\_soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca)