

Advance Contract Award Notice – Snow Clearing & Feather-out Services for Upper Air Station located in Resolute Bay, Nunavut

1. 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.

2. Definition of the requirement

The Department of Environment and Climate Change Canada (ECCC) intends on entering into a contract with ATCO Frontec Ltd. The work will involve the services of Snow Clearing & Feather-out of snow at the Resolute Bay Upper Air Weather Station in Resolute Bay, NU.

2.1 Background

The Resolute Bay Upper Air (UA) Station is located at Resolute Bay, NU. This region has 8 months of snow per year. There is a requirement to have regular snow clearing/feather-out services at the station not only to allow Upper Air technicians access to the buildings but also for the water and sewage delivery/pick up at this location. The accumulation of snow makes it impossible for these delivery trucks to access the station. Timing of snow clearings/feather out services is imperative as the Upper Air observations take place early in the morning 5:00 a.m. ET. If the snow is not cleared prior to the morning observations this becomes a health and safety issue as UA technicians cannot gain access to the site to safely release a weather balloon.

2.2 Objective

Environment Climate Change Canada requires an insured Contractor to supply labour, tools, equipment and supervision required to clear snow at the Upper Air Station in Resolute Bay for a period of three (3) years with two (2) additional one-year option periods.

2.3 Terminology

ECCC- Environment and Climate Change Canada UA- Upper Air

2.4 Scope of Work

2.4.1 Tasks and Deliverables

The Contractor must perform and complete the following:

- Supply all labour, materials, tools, equipment, transportation, supervision and insurance • necessary to perform snow clearing and feather out services at the Resolute Bay Upper Air Weather Station in Resolute Bay, NU.
- Determine the snow clearing schedule on an as and when required basis but in no event • shall the snow accumulate more than ten centimeters. In no event shall snow clearing exceed one clearing per week unless otherwise instructed by the local Station Manager or Departmental Representative. Completion is estimated at 3.0 hours per clearing.



- Provide additional snow removal required within 24 hours as requested by Station Manager • or Departmental Representative (i.e. call-outs).
- Use a snowblower for snow clearing to avoid windrows and snow drifts that may have a negative effect on meteorological equipment within the compound.
- Abide by Heath & Safety regulations.
- Execute all work with a minimum disturbance to Environment and Climate Change Canada • staff.

2.5 Environment and Climate Change Canada Responsibilities

ECCC will endeavor to provide at least 24 hours' notice of additional requirements.

2.6 Location of Work

Resolute Bay Upper Air (UA) Station is located at Resolute Bay, NU

2.7 Language of Work

English

2.8 Sustainable Procurement Considerations

The Contractor should make an effort to ensure that their operations and performance of the Work align with the Treasury Board Policy on Green Procurement and Greening Government Strategy. The following green procurement standards form part of the Work:

- Provide all correspondence and deliverables including (but not limited to) documents, reports and invoices in electronic format.
- If correspondence and deliverables are not provided in electronic format, all documents must be printed double-sided on Ecologo certified recycled paper or on paper with equivalent postconsumer recycled content to the full extent to which it is procurable.
- Single-use plastics must not be used in the deliverables, and, to the extent possible, in the performance of the Work.
- Deliverables must minimize packaging, if applicable. When required, packaging must be recyclable and/or biodegradable.

2.9 Accessibility Considerations

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the Accessible Canada Act, its associated regulations and standards, as well as the Directive on the Management of Procurement and Policy on the Planning and Management of Investments.

The following accessibility standards form part of the Work:

- All written reports and invoices must be created in the requested format that is accessible as ٠ per the Accessibility, Accommodation and Adaptive Computer Technology Program (AAACT) **Digital Accessibility Toolkit**
- 3. Criteria for assessment of the Statement of Capabilities (Minimum Essential Requirements) Any interested supplier must demonstrate by way of a statement of capabilities that it meets the following requirements:



- **3.1** Demonstrate the ability to provide snow removal services at the Resolute Bay Upper Air (UA) station as per the definition of requirement section above utilizing a suitable snowblower
- **3.2** Demonstrate the ability to respond to snow fall events within 24 hours
- **3.3** Demonstrate the ability to respond to call-outs within 24 hours
- **3.4** Demonstrate the ability to either provide proof or show that the following insurance requirement can be met:
 - Obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the proposed contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

4. Applicability of the trade agreement(s) to the procurement This procurement is subject to the following trade agreements: <u>Canada–Chile Free Trade Agreement</u> <u>Canada–Colombia Free Trade Agreement</u> <u>Canada–Honduras Free Trade Agreement</u> <u>Canada–Korea Free Trade Agreement</u> <u>Canada–Panama Free Trade Agreement</u>

5. Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement:

<u>Nunavut Land Claims Agreement</u> (1993) – Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

6. Justification for the Pre-Identified Supplier

Resolute Bay is a very small, isolated Arctic community in which *ATCO Frontec Ltd.* (ATCO) is considered the only pre-identified supplier capable of performing snow clearing, as required, with the appropriate labour, tools, equipment and insurance. There are no other known sources of supply for snow removal services in the community.

ATCO performs snow clearing in crucial business areas of Resolute Bay such as the local airport and has been the sole provider of this service for the Upper Air Station in recent years.

7. Government Contracts Regulations Exception(s)

The following exception(s) to the *Government Contracts Regulations* is *(are)* invoked for this procurement under subsection 6(d) –

"only one person is capable of performing the contract"

8. Period of the proposed contract

Initial Period:

The proposed contract is for the period of three (3) years to March 31, 2026.

Option Period:

The proposed contract includes up to two (2) additional one-year option period(s) as follows:

- Option Period One (1) April 1, 2026 to March 31, 2027
- Option Period Two (2) April 1, 2027 to March 31, 2028

9. Cost estimate of the proposed contract

Initial Period:



The estimated value of the firm requirement is \$96,000.00 applicable taxes extra, as follows:

- Year One (1) is estimated at \$32,000.00, applicable taxes extra;
- Year Two (2) is estimated at \$32,000.00, applicable taxes extra; and
- Year Three (3) is estimated at \$32,000.00, applicable taxes extra.

Optional Period:

The estimated value for the optional periods is \$64,000.00, applicable taxes extra as follows:

- Option Period One (1) is estimated at \$32,000.00, applicable taxes extra; and
- Option Period Two (2) is estimated at \$32,000.00, applicable taxes extra.

The estimate value of the proposed contract, including options is **\$160,000.00**, applicable taxes extra.

10. Name and address of the pre-identified supplier

ATCO Frontec Ltd. 5302 Forand St. S.W. Calgary, AB T3E 8B4

11. Suppliers' right to submit a Statement of Capabilities

Suppliers who consider themselves fully qualified and available to provide the goods, services or construction 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 of this notice. The statement of capabilities must clearly demonstrate how the supplier meets the advertised requirements.

12. Closing date for a submission of a Statement of Capabilities

The closing date and time for accepting statements of capabilities is November 30, 2023 at 3:00 p.m. Eastern Time (ET).

13. Inquiries and submission of Statement of Capabilities

Inquiries and statements of capabilities are to be directed to:

Crystal Hendrickson Procurement and Contracting Environment and Climate Change Canada Email: <u>crystal.hendrickson@ec.gc.ca</u> Telephone : 587-401-7044