

## **Advance Contract Award Notice (ACAN)**

### **23-58275 - KNOWLEDGE MOBILIZATION FOR THE CANADIAN ARCHITECTURE PROFESSION – CONSTRUCTION SECTOR DECARBONIZATION AND LIFE-CYCLE ASSESSMENT**

#### 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 National Research Council (NRC) requires a Contractor to lead the design, planning, engagement of the Canadian architectural community of practice and delivery of a knowledge mobilization program on the decarbonization of the construction sector and Whole Building Life-Cycle Assessment (LCA) through a series of nine in-person full-day sessions across Canada, targeting major cities in western, central and eastern Canada, as well as one virtual session.

The objective of this project is to accelerate broad adoption of LCA and low carbon construction practices for professional architects, in alignment with the Government of Canada's Greenhouse Gas (GHG) reduction and Net Zero objectives.

#### 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 its meeting the following requirements:
  - Ability to engage with a broad base of Canadian architecture professionals across Canada in order to request and confirm participation in workshops, as early as two months from contract execution.
  - Ability to design and deliver workshop materials and instructional presentations on LCA methodologies, tools and practices, tailored for Canadian architecture professionals and reflecting Canadian built environment technical and policy context, in accordance with Government of Canada policies, directives, standards and guidelines for official languages and accessible communications products and activities.

- Ability to organize and manage nine in-person workshops targeting major cities in western, central and eastern Canada, each for up to 200 participants, and one virtual session, including registration management, venue reservation, and provision of workshop materials.

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

This procurement is subject to the following trade agreement(s)

- *Canadian Free Trade Agreement (CFTA)*
- *Revised World Trade Organization - Agreement on Government Procurement (WTO-AGP)*
- *Canada-European Union Comprehensive Economic and Trade Agreement (CETA)*
- *Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)*
- *Canada-Chile Free Trade Agreement (CCFTA)*
- *Canada-Colombia Free Trade Agreement*
- *Canada-Honduras Free Trade Agreement*
- *Canada-Korea Free Trade Agreement*
- *Canada-Panama Free Trade Agreement*
- *Canada-Peru Free Trade Agreement (CPFTA)*
- *Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA)*
- *Canada-Ukraine Free Trade Agreement (CUFTA)*

#### 5. Justification for the Pre-Identified Supplier

The pre-identified supplier has a unique combination of a broad national membership base of architecture professionals, extensive experience in organizing and managing large events for the Canadian architectural community, and the ability to design and deliver workshops on LCA methodologies, tools and practices tailored to Canadian architecture professionals within Canadian built environment technical and policy context.

#### 6. Government Contracts Regulations Exception

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 work").

#### 7. Exclusions and/or Limited Tendering Reasons

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

- a. Canadian Free Trade Agreement (CFTA) – Article 513 (1) (b) (iii): due to an absence of competition for technical reasons;
- b. World Trade Organization - Agreement on Government Procurement (WTO-AGP) – Article XIII (b) (iii): due to an absence of competition for technical reasons;
- c. Canada-European Union Comprehensive Economic and Trade Agreement (CETA) – Article 19.12 (b) (iii): due to an absence of competition for technical reasons;
- d. Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) – Article 15.10 (2) (b) (iii): due to an absence of competition for technical reasons;
- e. Canada-Chile Free Trade Agreement (CCFTA) – Article Kbis-16 (2) (c): necessary to protect intellectual property;
- f. Canada-Colombia Free Trade Agreement – Article 1409 (1) (b) (iii): due to an absence of competition for technical reasons;
- g. Canada-Honduras Free Trade Agreement – Article 17.11 (2) (b) (iii): due to an absence of competition for technical reasons;
- h. Canada-Korea Free Trade Agreement – referencing the WTO Protocol Amending the GPA, Article XIII (1) (b) (iii): due to an absence of competition for technical reasons;
- i. Canada-Panama Free Trade Agreement – Article 16.10 (1) (b) (iii): because of the absence of competition for technical reasons;
- j. Canada-Peru Free Trade Agreement (CPFTA) – Article 1409 (1) (b) (iii): due to an absence of competition for technical reasons;
- k. Canada-Ukraine Free Trade Agreement (CUFTA) – Annex 10-6 (2) (a): any form of preference, including set asides, to benefit micro, small and medium enterprises; and
- l. Canada-United Kingdom Trade Continuity Agreement: refer to CETA as the provisions of CETA are incorporated by reference into and made part of this Agreement. (CETA) Article 19.12 (b) (iii).

## 8. Ownership of Intellectual Property

Canada intends to retain ownership of any Foreground Intellectual Property arising out of the proposed contract on the basis that the main purpose of the contract is: 4. Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:

4.1 To generate knowledge and information for public dissemination.

## 9. Period of the proposed contract or delivery date

The proposed contract is for a period of 11 months, from May 1, 2024 to March 31, 2025

10. Cost estimate of the proposed contract

The estimated value of the contract, including option(s), is \$1,190,274 (GST/HST extra).

11. Name and address of the pre-identified supplier

Royal Architectural Institute of Canada  
6118 James Bell Drive, Manotick, Ontario, Canada K4M 1B3

12. 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.

13. Closing date for a submission of a statement of capabilities

The closing date and time for accepting statements of capabilities is April 26, 2024 at 2:00 p.m. EDT.

14. Inquiries and submission of statements of capabilities

Inquiries and statements of capabilities are to be directed to:

Stéphane Lajoie  
Senior Contracting Officer  
Email: [stephane.lajoie@nrc-cnrc.gc.ca](mailto:stephane.lajoie@nrc-cnrc.gc.ca)