

Advance Contract Award Notice (ACAN)

23-58115

Building Automation System Maintenance and Service

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.

Definition of the requirement

The National Research Council Canada (NRC) wishes to award a contract for the comprehensive maintenance and service for the Andover and Schneider Energy Management and Control Systems installed at the Montreal Road, Sussex and Uplands Facilities.

Our objective is to contract to a service provider which has the in-house experience, knowledge and expertise to efficiently and effectively maintain our proprietary building automation system. Recognizing and continually improving savings potential by monitoring and introducing optimal system configuration for efficient and effective use of our varied systems over the entire life cycle of our buildings will result in energy use reduction and optimization.

The existing Building Automation System (BAS) is a legacy system which has been installed and in use since the early 1990's. The installation is a proprietary system which provides DDC monitoring and control (~30,000 points) of the mechanical and electrical systems as well as utility metering throughout buildings and facilities.

The system software and hardware is supplied by Schneider Electric and is installed and serviced by Ainsworth Inc.

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:

- Must be a participating aggregator in the DR 3 Program, and who is also an Andover Controls authorized representative (now Ainsworth Canada)
- Technicians must have "Certification from the Original Manufacture" Ainsworth Canada;
- Use only Genuine OEM parts;
- Provide 24/7 helpdesk with expert support;
- Provide spare part kits for scheduled maintenance for the entire Andover Continuum product line;
- Provide access to drawings, designs, software records and product improvements;
- Ability for Online Remote Monitoring;
- Ability to connect 'live' to control system;
- Must have 10 years' experience with Ainsworth Canada building automation and the Andover Continuum product line.

Applicability of the trade agreements to the procurement

This procurement is subject to the following trade agreements:

- *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)*

Justification for the Pre-Identified Supplier:

Ainsworth is the sole authorized dealer in the National Capital Region for installation and servicing of Schneider Electric's Building Automation Systems for the Andover Continuum and Xstructureware systems.

There are no other suppliers who have proprietary rights to the Building Automation System that is currently used within all of our facilities within the NCR.

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 work.

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).

Ownership of Intellectual Property

No Intellectual Property will be generated from this contract. All Intellectual Property belongs to

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Ainsworth Canada, should any Intellectual Property arise as a result of this contract, and Ownership of any Foreground Intellectual Property will remain with the Contractor.

The Andover Continuum and Schneider Xstructureware system is proprietary and Schneider Electric holds the IP rights to the product. As a client of Airtron, the authorized local distributor, NRC has the right to use this IP.

Period of the proposed contract

The proposed contract is for a period of three (3) years, from November 1, 2023 to October 31, 2026 and includes 2 additional one (1) year options;

Fixed Period: November 1, 2023 to October 31st, 2026

Option Year 1: November 1st, 2026 to October 31st, 2027

Option Year 2: November 1st, 2027 to October 31st, 2028

Cost estimate of the proposed contract

The estimated value of the contract, including options, is \$1,614,999.95 CAD.

Name and address of the pre-identified supplier

Ainsworth Inc.
100-2935 Conroy Road
Ottawa, Ontario.
K1G 6C6

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.

Closing date for a submission of a statement of capabilities

The closing date and time for accepting statements of capabilities is September 28, 2023 at 2pm EDT.

Inquiries and statements of capabilities are to be directed to:

Tania Backes – Senior Procurement Officer
M-58, 1200 Montreal Rd, Ottawa, ON, K1A 0R6
Telephone: 613-410-3834 Email: Tania.Backes@nrc-cnrc.gc.ca