

**Advanced Contract Award Notice (ACAN)
23-58089 Nanolog Upgrade – Benchtop Fluorescence Spectrometer**

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 of Canada's (NRC) has a requirement for the Nanolog Upgrade and Supply of one (1) Benchtop Fluorescent Spectrometer hereby known as the instrument. The instrument will be used to readily assess the purity and identity of enriched single walled carbon nanotube samples. The instrument must be delivered, fully assembled, installed and tested by the Contractor to ensure the system is fully operational. The Contractor must provide on-site training for routine operation and maintenance at the time of installation of the instrument/deliverable. Training will be conducted at the NRC in Ottawa.

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 product/equipment/system (as appropriate) meets the following requirements:

The Benchtop Fluorescence Spectrometer:

- must have a light source capable of effectively exciting from 300 to 1300nm;
- must have a grating system for 300 to 1300 nm range;
- must be able to measure the emission of fluorescence from the sample covering 200 to 2200nm;
- must contain a InGaAs Array Detector for 1100nm-2200nm range, including compatible controller, ethernet board and cable;
- must contain a CCD detector for 200nm-1100nm with low light detection, including power supply and USB cables;
- must have software for fluorescence spectra analysis, suitable for 2D PLE mapping;
- must have other accessories for routine fluorescence measurement, such as sample holder, cables, cards, connectors, filters etc;
- must utilize HORIBA's patented Nanosizer software for the calculation on SWCNT diameter as defined by Patent number US7569838.

The Contractor must provide one (1) perpetual nominated software license compatible with the Benchtop Fluorescence Spectrometer at the time of installation. The software must be in English.

The Contractor must provide one (1) operational manual in English and one (1) in French. A printed or electronic format (.PDF) is acceptable. The operational manual must include at a minimum, all published technical specifications, installation requirements, and operating instructions.

The Contractor must deliver, install, integrate, and configure all deliverables within 30 days after the instrument has been delivered and accepted.

The Contractor must provide onsite training to the Client in English (and French if required by the client) for the following audience: up to five (5) participants total: Training must include operation, manipulation, maintenance and troubleshooting of the equipment. The training should include but not be limited to product functionality, product features and limitations and should take place on or around the date of installation.

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

This procurement is subject to the following trade agreements:

- Canadian Free Trade Agreement (CFTA)
- Canada–Chile Free Trade Agreement (CCFTA)
- Canada–Colombia Free Trade Agreement (CCoFTA)
- Canada–Honduras Free Trade Agreement (CHFTA)
- Canada–Korea Free Trade Agreement (CKFTA)
- Canada–Panama Free Trade Agreement (CPAFTA)
- Canada–Peru Free Trade Agreement (CPFTA)
- Canada–United Kingdom Trade Continuity Agreement (Canada-UK TCA)

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-Ukraine Free Trade Agreement (CUFTA)

5. Justification for the Pre-Identified Supplier:

Horiba Canada is the only vendor capable of providing the Nanolog Upgrade and Supply of one (1) Benchtop Fluorescent Spectrometer for reasons of unique technical/performance requirements. No other instrument has the functionality and patented software to make calculations of Single Walled Carbon Nanotube Diameters (SWCNT) - extended 2.2um detection arrays for the excitation emission matrix spectroscopy required. The NanoSizer software is what is required for compatibility with current NRC research data.

6. Government Contracts Regulations Exception:

The following exception to the Government Contracts Regulations is 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 exclusions and/or limited tendering reasons are invoked under the trade agreements:

Canadian Free Trade Agreement (CFTA), Article 513.1: Limited Tendering

(b) if 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:

- (ii) the protection of patents, copyrights, or other exclusive rights;
- (iii) due to an absence of competition for technical reasons.

(v) to ensure compatibility with existing goods, or to maintain specialized goods that must be maintained by the manufacturer of those goods or its representative;

Canada–Chile Free Trade Agreement (CCFTA), Article Kbis-09: Tendering Procedures, para 1 : Limited Tendering

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.

c. for additional deliveries by the original supplier that are intended either as replacement parts, extensions, or continuing services for existing equipment, software, services or installations, where a change of supplier would compel the entity to procure goods or services not meeting requirements of interchangeability with existing equipment, software, services, or installations;

Canada–Colombia Free Trade Agreement (CCoFTA), Article 1409 Limited Tendering

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:

- ii. The protection of patents, copyrights or other exclusive rights, or
- iii. Due to an absence of competition for technical reasons.

Canada–Honduras Free Trade Agreement (CHFTA), Chapter 17, Article 17.11 Limited Tendering

(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:

- (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.

Canada–Korea Free Trade Agreement (CKFTA), which defers to WTO-AGP Article XIII, Limited Tendering

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:

- ii. the protection of patents, copyrights or other exclusive rights; or
- iii. due to an absence of competition for technical reasons.

Canada–Panama Free Trade Agreement (CPFTA), Chapter 16, Article 16.10 Limited Tendering

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

Canada–Peru Free Trade Agreement (CPAFTA), Article 1409: Limited Tendering

(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:

- (ii) the protection of patents, copyrights or other exclusive rights, or
- (iii) due to an absence of competition for technical reasons.

World Trade Organization Agreement on Government Procurement (WTO-AGP), Article XIII – Limited Tendering

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: (ii) the protection of patents, copyrights or other exclusive rights; or (iii) due to an absence of competition for technical reasons.

Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Article 19.12 b.(ii); c.(i)

b. if 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: ii. the protection of patents, copyrights or other exclusive rights; and c. for additional deliveries by the original supplier of goods or services that were not included in the initial procurement if a change of supplier for such additional goods or services:

i. cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement.

Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA) - The provisions of CETA are incorporated by reference into and made part of this Agreement.

Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Article 15.10

b. if the good or service can be supplied only by a particular supplier and no reasonable alternative or substitute good or service exists for any of the following reasons: (ii) the protection of patents, copyrights or other exclusive rights (iii) due to an absence of competition for technical reasons; c. for additional deliveries by the original supplier of goods or services that were not included in the initial procurement where a change of supplier for such additional goods or services: (i) cannot be made for technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement, or due to conditions under original supplier warranties.

Canada–Ukraine Free Trade Agreement (CUFTA), Article 10.13: Limited Tendering

(b) if 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; (c) for additional deliveries by the original supplier of goods or services that were not included in the initial procurement if a change of supplier for such additional goods or services: (i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement.

8. Period of the proposed contract or delivery date:

The system must be delivered, installed, and training completed on or before March 29, 2024.

9. Cost estimate of the proposed contract:

The estimated value of the contract is **\$ 300,000.00 CAD (applicable taxes included)**.

10. Name and address of the pre-identified supplier:

Horiba Canada, Inc.
347 Consortium Court
London ON N6E 2S8

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 December 12, 2023 at 2:00 p.m. (EST).

13. Inquiries and submission of Statements of Capabilities

Inquiries and Statements of Capabilities are to be directed to:

Katie Homuth
Senior Contracting Officer
Finance and Procurement Services Directorate
National Research Council Canada
E-mail: Katie.Homuth@nrc-cnrc.gc.ca