

Advanced Contract Award Notice (ACAN)
23-58173 – Convicon Plant Growth Chambers System Controller Replacement

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 replacement of 21 system controllers and associated electrical, sensors, electronics and cabinet panels for 16 Convicon Plant Growth Chambers in our Plant Growth Facilities (PGF) in Saskatoon SK. The requirement includes complete retrofits, installation, testing and instruction for all equipment. NRC will be supplied with one (1) set of shop drawings for review and approval prior to production. Installation and performance testing to be completed by March 29, 2024.

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:

Control Retrofit must contain:

- one (1) x Controller each for two (2) x Convicon Model E15
- one (1) x Controller each for nine (9) x Convicon Model PGR15
- two (2) x Controllers each for five (5) x Convicon Model E7/2

Hardware and Control System:

- must maintain each Growth Chambers original engineered environmental performance specifications;
- must include local color display and touch screen for equipment programming, alarm, diagnostics and data logging;
- must include control module, power supply boards, sensors, input and output boards for lighting, temperature and relative humidity or as needed per retrofit equipment;
- must incorporate LED ready electrical and control to enable potential conversion from current fluorescent and/or incandescent to dimmable LED;
- must include auxiliary and central alarm contacts for connection to building management system;
- must include control system local display and must be ethernet communication ready and able to mirror operation remotely through connected PC via Convicon Central Management system version 8.5;
- control system must be capable to connect with Argus Titan Controller V2 build 900 with optional software link and must have a solid door, paneling or bezzels for retrofit to maintain OEM equipment fit and finish.

Programming, alarms and operation:

- must be capable of storing a minimum of 16 real-time user entered programs each containing 48 lines with one (1) minute resolution within a single 24-hour period. Must have the ability to create single day, multi day or seasonal schedule with a minimum sequence of eight (8) program entries.
- variable process control mode must have chamber process transitions that can be set to occur in step mode or variable ramp mode;
- in case of power failure, the controller must, upon restoration of power, restart the chamber and resume the programmed settings relative to appropriate time of day;
- trend data must be retrievable through an accessible USB port.

The price must include complete retrofit products, installation, testing and instruction for all equipment.

The installation location to existing units is in the basement of the building at PGF SK and all material must be transported inside the existing elevator or by stairwell. The elevator car is 2140mm high x 1220 mm wide and the cab is 2600mm in length. All units and sub-assemblies must be able to be transported inside this elevator prior to assembly in their final location.

The vendor must provide a written minimum one (1) year unconditional parts and labour warranty.

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)
Canada–Chile Free Trade Agreement (CCFTA)
Canada–Colombia Free Trade Agreement (CETRA)
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:

Convicon is the Original Equipment Manufacturer (OEM) of the system controllers and is the only vendor capable of supplying, retrofitting and installing the replacements. Convicon will update these 21 units as these units contain living plant projects that often cycle every 120 days and may include regulated plant materials, requiring high-level oversight and regular inventory reporting to applicable governing bodies (i.e., Health Canada). Completing the replacement of the system controllers with the OEM is critical to meeting NRC deliverables and regulatory compliance.

6. 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".

7. Exclusions and/or Limited Tendering Reasons:

Canadian Free Trade Agreement, 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.

Canada–Chile Free Trade Agreement, 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.

Canada–Colombia Free Trade Agreement, 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, 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, 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:

- 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 economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement;
- ii. would cause significant inconvenience or substantial duplication of costs for the procuring entity;

Canada–Panama Free Trade Agreement, 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:

- i. the requirement is for a work of art,
- 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, 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; c. (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-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 approximately **\$330,000.00 CAD (applicable taxes included)**.

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

Convion Controlled Environments Limited
590 Berry Street
Winnipeg MB R3H 0R9

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 January 3rd, 2024 at 2:00 p.m. (EDT).

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