

Advance Contract Award Notice (ACAN) for

Computer Search and Evidence Recovery (CSER) software tools

Requirement Description:

The Canada Revenue Agency (CRA) has a requirement for the purchase of computer search and evidence recovery (CSER) software licenses and related maintenance and support and training as follows:

- Quantity 34 additional AccessData Forensic Toolkit (FTK) licenses, including maintenance and support for a period of five years;
- Quantity 16 additional AccessData Mobile Phone Examiner (MPE) licenses and related maintenance and support;
- Purchase of additional quantities of FTK, MPE and AccessData Summation Litigation Pro (SLP) licenses on an as and when requested basis over a period of 5 years;
- Quantity 35 AccessData All Access – Full Suite Training Passes;
- Quantity 25 AccessData All Access - Legal Training Passes;
- Option to purchase additional training passes as and when required.

Proposed Contractor

AccessData Corporation
384 South 400 West, Suite 200
Lindon, UT 84042
USA

Period of Proposed Contract

The period of contract shall be 5 years from date of award. The contract will contain options to procure additional licenses as well as related maintenance and support and training.

Reason for non-competitive award

AccessData Corporation owns the proprietary rights to the FTK, MPE and SLP software. These tools are sophisticated computer search and evidence recovery software that CRA believes are the only products that can meet all of the technical requirements (attached as Appendix A). AccessData Corporation is also the only firm capable of providing training services related to their software tools.

Applicable Limited Tendering Reasons

The Canada Revenue Agency (CRA) is proposing to award a contract as described above in accordance with the following exceptions:

CRA Contracts Directive

Article 4(d) of the CRA Contracts Directive is being invoked for this procurement as only one person or firm is capable of performing this contract.

Agreement on Internal Trade (AIT)

Annex 4.4 articles 506.12(a) and 506.12(b) of AIT are applicable on the basis of limited tendering to ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative, and where there is an absence of competition for technical reasons and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists, respectively.

North American Free Trade Agreement (NAFTA)

Article 1016.2(b) of NAFTA is applicable on the basis of limited tendering due to reasons 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.

Article 1016.2(d) of NAFTA is applicable on the basis of additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services or installations, or as extension of existing supplies, services or installations, where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with existing equipment or services, including software to the extent that the initial procurement of the software was covered by this chapter

Canada Chile Free Trade Agreement (CCFTA)

Articles 9 paragraph 1 (b) and 9 paragraph 1 (c) of CCFTA are applicable on the basis of awarding contracts by means other than open 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 Panama Free Trade Agreement (CPaFTA)

Article 1609 1. b) and c) in Chapter 16 of the CPaFTA allows for sole sourcing “where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist [pertaining to] (ii) the protection of patents, copyrights or other exclusive rights” or “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 goods and 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 Peru Free Trade Agreement (CPFTA)

Article 1409 1. (b) (i) (ii) (iii) and (c) (i) (ii) in Chapter 14 of the CPFTA allows for sole sourcing “where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist.

World Trade Organization – Agreement on Government Procurement (WTO-AGP)

Article XV paragraph 1(b) of WTO-AGP is applicable on the basis of limited tendering due to compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative, and where there is an absence of competition for technical reasons and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists, respectively.

Article XV paragraph 1 (d) is applicable on the basis for additional deliveries by the original supplier which are intended either as parts replacement for existing supplies, or installations, or as the extension of existing supplies, services, or installations where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or services.

Rights of Suppliers

You are hereby notified that CRA intends to negotiate with one firm only as identified below. Should you have any questions concerning this requirement please contact the contracting officer identified herein.

Suppliers who consider themselves fully qualified and available to provide the services/goods described herein, 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.

The CRA file number, the contracting officer's name and the closing date of the ACAN must appear on the outside of the envelope in block letters or, in the case of a facsimile transmission, on the covering page.

CLOSING DATE FOR STATEMENT OF CAPABILITIES: 1400 hrs. EST, (Month, Day, Year)

The Crown retains the right to negotiate with suppliers on any procurement.

Documents may be submitted in either official language of Canada.

Alternative Dispute Resolution

The CRA supports the resolution of disputes through alternative means prior to reference to administrative tribunals or the courts. Therefore, the CRA shall, for all disputes related to its contracting and procurement activities, follow the policy and guidelines entitled, *Alternative Dispute Resolution*, FAM-MM-1-7. A summary of this document and a formal complaint form may be obtained from the Contracting Authority.

CRA Contracting Authority:	Shawn Corbett
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