

ADVANCE CONTRACT AWARD NOTICE (ACAN)

1. Definition

An Advance Contract Award Notice (ACAN) allows departments and agencies to post a notice, for no less than fifteen (15) calendar days, indicating to the supplier community that it intends to award a good, service or construction contract to a pre-identified contractor. If no other supplier submits, on or before the closing date, a Statement of Capabilities that meets the requirements set out in the ACAN, the competitive requirements of the government's contracting policy have been met. Following notification to suppliers not successful in demonstrating that their Statement of Capabilities meets the requirements set out in the ACAN, the contract may then be awarded using the Treasury Board's electronic bidding authorities.

If other potential suppliers submit Statement of Capabilities during the fifteen calendar day posting period, and meet the requirements set out in the ACAN, the department or agency must proceed to a full tendering process on either the government's electronic tendering service or through traditional means, in order to award the contract.

2. Definition of Requirements

The Contractor must:

- (a) Ensure that qualified individuals remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with the Contract, and must also ensure that these individuals maintain any security levels associated with the corresponding resource categories of the bid solicitation for which they are available.

Categories of skilled resources that must be available as required to support the solution (first and third level) include:

- 1. AMANDA System Administration
 - 2. AMANDA Configurator
 - 3. Solution Architect
 - 4. Business Analyst
 - 5. OpenAM / OpenID Developer
 - 6. SmartGuide Developer
 - 7. Liferay Administrator
 - 8. Help Desk Agent
- (b) have and grant the licenses required to use the Software described in the SOW and other software identified by the Contractor that is required to support the solution;
 - (c) maintain and update the Software Documentation;
 - (d) provide support services for the eLMS/ePortal solution during the contract period;
 - (e) have the ability to provide 1st Level Help Desk services as an optional service, and
 - (f) provide end user training as and when requested by Canada that demonstrates a detailed knowledge of the solution and Explosives Section's business practices and process flow.

The scope of this contract includes software maintenance, solution support of the entire set of software and configuration above the Operating System employed in the NRCAN ePortal and LMS solution, subsequently called the "solution"; development, testing and implementation of enhancements, as required, and the optional provision of 1st level Help Desk services.

3. Trade Agreements

NAFTA; AIT; CCFTA; Canada-Colombia FTA; Canada-Panama FTA

4. Title to Intellectual property

The ownership of intellectual property will rest with the contractor.

5. Contract Period

Canada will award one contract for the initial period from contract award to March 31, 2019; plus one irrevocable one-year option allowing Canada to extend the term of the contract.

6. Estimated Cost

An estimate of the cost of the proposed contract:

\$1,600,000.00 (inclusive of option years, exclusive of taxes)

7. Exception to the Government Contracts Regulations and applicable trade agreements:

The provider of the required services must:

- a) Assume immediate responsibility for the provision of licenses and license maintenance services (patches; updates etc.) for the software products identified in the SOW (requires the provider to own the relevant licenses) and support services for the eLMS/ePortal solution developed by Maplesoft Group
- b) Develop, test and implement design changes as part of the support services based on a full understanding of the software products; the solution and the underlying organizational business processes
- c) Assume responsibility for ensuring the initial production release integrates seamlessly with the release of the remaining eLMS functionality which is currently in-development, by working effectively with Maplesoft Group to ensure design continuity
- d) Have detailed knowledge of explosives licensing protocols and business processes,
- e) Agree to NRCan terms and conditions which include General Conditions 2035 (2016-04-04) which exclude any limitation of contractor liability for the services rendered.
- f) Provide a resource team at no charge at an estimated level of effort of 10 days to enable a full knowledge transfer if there is a change in provider from Maplesoft.
- g) Have access to CSDC, the developer of the AMANDA COTS solution, as required for technical assistance and design support. Similarly have access to Aphinat for technical assistance and design support for the SmartGuide software which is integral to the ePortal and LMS Portal components of the solution that must be supported.

On a general note, as MapleSoft Group is responsible for developing and implementing the remaining eLMS functionality under their current contract, it is viewed as critical to the project's success that they have responsibility to supply the maintenance and support services to avoid logistical challenges with integration and to avoid the cost of supporting and synchronizing separate physical environments and licensing until all releases of the solution have been implemented and stabilized.

It should also be noted that the MapleSoft Group support organization is able to leverage their development team to ensure new development integrates properly with the components of the solution already implemented and being maintained by the maintenance and support team.

Part 1, Section 6(d) of the Government Contract Regulations: Only one person is capable of performing the contract and meeting all the mandatory requirements specified in paragraph 7 above.

- **NAFTA Article 1016 - Limited Tendering Procedures**
1016.2 (d) – for additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services 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, including software to the extent that the initial procurement of the software was covered by this Chapter.

- **AIT Article 506 – Limited Tendering (Paragraph 12)**
(a) 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;

- **CCFTA - Article Kbis-09: Tendering Procedures**

(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 FTA - Article 1409: Limited Tendering**

(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 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, and
 - ii. Would cause significant inconvenience or substantial duplication of costs to the procuring entity;

- **Canada-Panama FTA - Article 16.10: Limited Tendering**

(c) for additional deliveries by the original supplier of a good or service that was not included in the initial procurement, a change of supplier for that additional good or service:
 - 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, and
 - ii. would cause significant inconvenience or substantial duplication of costs to the procuring entity

8. Name and Address of the Proposed Contractor

Name: Maplesoft Consulting Inc., o/a Maplesoft Group
 Address: 408 Churchill Avenue, Ottawa, ON, K1Z 5C6
 Web: www.maplesoftgroup.com

9. Inquiries on Submission of Statement of Capabilities

"Suppliers who consider themselves fully qualified and available to provide the services/goods described herein, may submit a Statement of Capabilities in writing, preferably by e-mail, to the contact person identified in this Notice on or before the closing date and time of this Notice. The Statement of Capabilities must clearly demonstrate how the supplier meets the advertised requirements."

10. Closing Date

The closing date for a submission of a Statement of Capabilities is 14:00 EDT August 3, 2016.

11. Contract Authority

Name: Brenda Harlow
Title: Procurement Team Leader
Organization: Natural Resources Canada
Address: 615 Booth Street, Room 498A-9, Ottawa, ON, K1A 0E9
E-mail Address: Brenda.Harlow@canada.ca