



ADVANCE CONTRACT AWARD NOTICE (ACAN)

1. Title

Intelligent Intake Portal Solution (IIPS) / Enterprise CRM eCRM – Maintenance and Support

2. 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.

3. Requirement

The scope of this contract includes maintenance, support and minor enhancements of the entire set of software and configuration above the Operating System employed in Natural Resources Canada (NRCan) IIPS and Enterprise CRM (eCRM) solution.

The Contractor agrees to supply NRCan the goods and services described herein. This includes:

- Providing professional services, as requested by NRCan;
- Providing maintenance and support services (third level) for the IIPS and eCRM during the Software Support Period.

4. Service Level

Contractor is to provide telephone support from 8:00 am to 5:00 pm EST or EDT every business day. Support services will be requested via Task Authorizations.

The average response time for support calls during business hours is one (1) hour; the maximum response time is three (3) hours. If no resolution is found within the three (3) hours, all problems are to be escalated to a senior support specialist.

All fourth level support calls will be channeled through a third part support coordinator at NRCan (single point of contract). This will eliminate duplication and in most cases enhance service response. There is no requirement for fourth level support to field calls directly from end users.

5. Access

NRCan will provide to the Contractor appropriate access rights to the physical infrastructure for troubleshooting and resolving incidents with the IIPS and eCRM solutions. Appropriate information, passwords or authorization codes will be provided such that in doing so NRCan is not in default of any obligations regarding the use of the Pre-Existing Software or elevates the level of security risk beyond what is acceptable to NRCan. The Contractor agrees that it is a term of the Contract that it will not disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.



6. Responsibility Matrix

Responsibility	1 st Level Outsourced Service Desk Services Canada	2 nd Level NRCan Support	3 rd Level Contractor Support	SSC Shared Services Canada
Log and track incidents from external clients (Public) and internal clients (Explosive Research Division). Logged tickets to remain open when routed. A process must be put in place to receive ticket status from the other groups in order to update and close routed tickets.	X			
Triage and route incidents to the appropriate group: 1. GCCF -> GCKey/Secure Key 1 st Level service desks 2. Business Process -> LoB specific email 3. Infrastructure -> SSC service desk 4. NRCan eCRM team -> 2 nd Level	X			
Provide detailed incident reports to NRCan	X			
Log, track, resolve and report on <u>infrastructure</u> related incidents routed by 1 st level or 2 nd level				X
Log, track and report on <u>IIPS/eCRM</u> technical incidents routed by 1 st level		X		
Route IIPS/eCRM technical incidents with 3 rd level through Task Authorizations		X		
Diagnose the cause of the incident through access to PROD environment logs		X		
Document, implement and test resolution in DEV environment			X	
Migrate resolution to the TEST environment				X
Test resolution in the TEST environment			X ^{~~~~}	
Migrate resolution to the PROD environment				X
Plan for and test software patches, hotfixes, upgrades and new releases			X	
Implement software patches, hotfixes, upgrades and new releases				X

~~~~This includes User acceptance testing by the client.

## 7. Licensed Software

### 7.1 On-going Maintenance of Software Code

The Contractor shall continue to maintain, enhance and support the Licensed Software (i.e., the version licensed under the Contract) for the duration of the Contract. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or “build” of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to NRCan at least 12 months in advance of the discontinuation.

TAs may be issued for the Contractor to perform the following maintenance and support activities:

- a) **Major Releases:** Major releases provide several major and minor feature enhancements as well as roll-up of any issues addressed in patches and hot fixes since the last minor release. All new releases of software are fully documented. All documentation will be supplied electronically.
- b) **Minor Releases:** Minor releases are released on a flexible schedule as needed (usually once or twice a year), dependent upon NRCan requirements, and typically with smaller enhancement sets than major releases. As with all product



releases, minor release contain a roll-up of all issues addressed in patches and hot fixes since the last release.

- c) **Product Patches:** Product patches are released as needed. Patches provide fixes to NRCAN and internal Contractor reported issues that have been identified since the most recent release or patch. Patches includes fixes for all critical and major gating issues identified as well as fixes for some minor issues. Patches do not typically include new product functionality.
- d) **Hot Fixes:** Hot fixes are provided as needed to address critical issues. NRCAN must be notified of critical issues immediately which the Contractor prepares the hot fix for release.
- e) **Product Enhancements:** Enhancements will be prioritized by NRCAN. NRCAN may request at any time enhancements to the solution which will then be included in scheduled releases.

**7.2 Licenses Software Maintenance and Support**

|                                                                                          |                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hours for Providing Support Services                                                     | The contractor’s personnel must be available from 8:00 a.m. until 5:00 p.m., EST or EDT, exclusive of statutory holidays observed by NRCAN at the site when the service is required.                                                                                                      |
| Contractor must install Software Error corrections and Maintenance Releases and upgrades | Bug fixes are covered under the 90-day warranty period offered by the Contractor.<br><br>After the expiration of the 90-day warranty period, Task Authorizations will be issued. Contractor must coordinate with NRCAN who will subsequently coordinate with SSC for maintenance windows. |

**7.3 Maintenance, Support and Enhancements**

The scope of this contract includes maintenance, support and enhancements of the entire set of software and configuration above the Operating System employed in the NRCAN IIPS/eCRM solution.

**7.4 Solution Maintenance (including Professional Services)**

- a) The Contractor must continue to maintain the implemented version of the IIPS and eCRM solution, including but not limited to all Licensed COTS/Commercial OSS Software and Unlicensed, all product and custom configuration, all customizations and all enhancements (e.g. plugins, custom software) to the Licensed and Unlicensed software.

The work descriptions stated below can only be initiated through a task authorization.

- i) Monitoring, identifying and applying software patches (including security patches) and fixes to the Licensed COTS / Commercial OSS Software and Unlicensed OSS software.
- ii) Upgrading to new versions of the Licensed and Unlicensed software in accordance with software end-of-life policies by each software Contractor, or at the request of NRCAN.
- iii) Implementing software changes and configuration changes and rebuilding of custom software artifacts (e.g. plugins) as required for the DEV environment. The Contractor must deploy changes to the DEV environment; complete a full regression test.
- iv) Providing support services to SSC as they apply required changes in TEST or PROD environment on an as needed basis.
- v) Updating the following operations material provided by NRCAN:
  - Installation and Administrative Guides, in electronic format
  - Technical Manuals, in a common form (e.g. white papers, wiki, guides) covering the following subjects:
    - System Administration:
      - An Operational Manual/Guide that can be used by Operations to administer the ePortal application



- Table of Contents:
    - Application Start-up Procedures
    - Application Shutdown Procedures
    - Operational Procedures
    - System Management
    - Application Specific Procedures
    - Troubleshooting Procedures
    - Post Installation Tasks
  - Portal and portlet development;
    - NRCAN Operations requires this information to administer the portal solution and onboard new applications.
  - Principles on portal deployment and configuration;
    - this is covered off by the build books
  - Portal technical architecture;
  - Sizing and performance tuning;
  - Test cases and test scenarios;
  - Solution build books; and
  - Solution design/architecture for both the TEST and PROD environments.
- vi) Implementing Licensed COTS/Commercial OSS Software and Unlicensed OSS software and solution configuration changes resulting from changes in SSC's DEV, TEST and PROD environments (for example, server DNS name changes).
- vii) Implementing changes to existing portal security policies, or the addition of new security policies, in IIPS.

## 7.5 Solution Maintenance SLA

- Planned software version upgrades by the Contractor must be communicated to the Technical Authority at least six (6) months in advance for planning and release management purposes. The Contractor must provide a detailed description of what is being upgraded, and identify any upgrades that may be required to system dependencies (e.g. database, OS, etc.).
- The Contractor must plan to upgrade its Licensed COTS / Commercial OSS software and Unlicensed OSS software at least six (6) months prior to its end-of-life to a supported version.
- The Contractor must apply and test all high severity patches such as software fixes required to resolve high severity incidents and critical security patches via an emergency release procedure that is defined by NRCAN release management processes. Changes of this nature must be applied and tested in the DEV environment within five (5) business days of the date that the COTS / Commercial OSS Contractor or OSS community made the patch generally available.
- Due to Shared Service Canada infrastructure component limitations, or limitations associated with the procurement of or compatibility of depended software for the solution, the Technical Authority reserves the right to delay software upgrades until such time those dependencies can be addressed. The Contractor may make recommendations to NRCAN; however, NRCAN will make the final decision.
- The Contractor will work with NRCAN to plan maintenance releases in such a way as to not adversely affect Line of Business onboarding timelines.

## 7.6 Fourth Level Support Services

The Contractor must provide the following Support Services:

- a) The Contractor must provide telephone and email support for the reporting and troubleshooting of incidents. The Contractor must record the details of the incident and provide an incident number for tracking purposes. The Contractor must investigate the incident through troubleshooting techniques (ex: by reviewing application server and application logs, or logging into product administration consoles) to determine the cause of the incident and suggest remedial action. Note that the Contractor will not have access to the production environment; the Technical Authority will work with SSC to



provide logs or other information required by the Contractor to troubleshoot the incident.

- b) In the event that the Contractor is unable to determine the cause of an incident, the Contractor must provide a detailed description of the Contractor’s incident investigation.
- c) On-Site Support Services: The Contractor must be able to provide on-site support services upon request.
- d) Language of Support Services: The Support Services must be provided to the Technical Authority in English.
- e) The Contractor must meet the following Business Hours Service Level Agreement:
  - i) Business hours only (8 AM to 5 PM EST or EDT, Monday to Friday) telephone and email support. High severity incidents reported outside of these hours must be investigated at the start of the next business day.
  - ii) For high severity incidents, investigation by the Contractor must begin within one (1) hour of the incident being reported, with status updates provided by the Contractor every hour thereafter within the specified business hours. This includes all solution components, including ForgeRock and custom components that compose the solution.
  - iii) For all other incidents, investigation by the Contractor must begin by the end of the next business day of the incident being reported, with status updates provided by the Contractor when requested by the Technical Authority. This includes all solution components, including ForgeRock and custom components that compose the solution.
  - iv) Incidents that cannot be resolved by 5PM Eastern will continue to be investigated at the start of the next business day.
  - v) Incidents that have been assessed by the Contractor to pertain to Licensed COTS / Commercial OSS software that is under a maintenance contract must be raised by the Contractor to the Licensed COTS / Commercial OSS software Contractor by the end of the next business day.
  - vi) For high severity incidents involving the solution software, a workaround must be provided by the Contractor by the end of the next business day. Once the root cause of the incident has been identified, the Contractor must build, apply and test the patch/fix in the DEV and TEST environment within five (5) business days, and make the patch and patch instructions available to SSC for migration to production environments.

## 8. Glossary

| Acronym |                                            |
|---------|--------------------------------------------|
| IIPS    | Intelligent Intake Portal Solution         |
| COTS    | Commercial off-the-shelf                   |
| DEV     | Development                                |
| DNS     | Domain Name System                         |
| EE      | Enterprise Edition                         |
| GCCF    | Government of Canada Credential Federation |
| NRCan   | Natural Resources Canada                   |
| OSS     | Open Source Software                       |
| PROD    | Production                                 |
| RGBB    | Receiver General Buy Button                |
| SDLC    | Software Development Life Cycle            |
| SLA     | Service Level Agreement                    |
| SOW     | Statement of Work                          |
| SSC     | Shared Services Canada                     |
| SWI     | Single Window Initiative                   |
| TA      | Task Authorization                         |



## 9. Period of the Contract

It is anticipated that the contract will begin upon date of award and end **December 31, 2020**, with up to two (2) additional one (1) year option periods.

## 10. Estimated Cost

The approximate cost of this requirement will not exceed \$1,769,911.50 CAD, excluding all applicable taxes.

## 11. Trade Agreements

### ***Applicable Limited Tendering Provision under NAFTA (Article 1016.2)***

**1016.2(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;

### ***Applicable Limited Tendering Provision under Canada-Chile (Article Kbis-09)***

**Kbis-09 (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;

### ***Applicable Limited Tendering Provision under CFTA (Article 513.bi)***

**506.12(b)** – 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;

### ***Applicable Limited Tendering Provision under Canada-Honduras (Article 17.11)***

**17.11.2 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:

- (i) the good or service is a work of art,
- (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;

### ***Applicable Limited Tendering Provision under Canada-Panama (Article 16.10)***

**16.10.1b)** a good or service being procured can be supplied only by a particular supplier and a reasonable alternative or substitute does not exist because:

- (i) the good or service is a work of art,
- (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;

## 12. Exception to the Government Contracts Regulations and applicable trade agreements

Sole Source Justification - Exception of the Government Contract Regulations (GCR):

(d) Only one person or firm is capable of performing the contract

The Supplier must be able to meet all of the following criteria:

- MUST have maintained a system build by a third party vendor (ePerformance Inc.)
- MUST hold the intellectual property to the software
- MUST have a system that is currently being used to deliver large scale programs and manage the projects internally.
- MUST ensure key components of the production Enterprise CRM Platform (eCRM) remain operational for several Line of Businesses that deliver to Canadians through various programs.
- The Key Components MUST include the Intellectual Intake Portal Solution held by the Supplier as Intellectual Property.
- MUST be the developer and owner of the Intelligent Intake Portal Solution (IIPS)



The selected Supplier is the only vendor able to meet all of the above criteria as well as meet all of the requirements described herein.

### **13. Name and Address of the Proposed Contractor**

ePerformance

### **14. 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.

### **15. Closing Date**

Closing Date: January 21, 2020

Closing Time: 2:00 p.m. EST

### **15. Contract Authority**

Valerie Holmes  
Procurement Specialist  
Natural Resources Canada  
580 Booth Street, 5<sup>th</sup> Floor.  
Ottawa, ON  
K1A 0E4  
Telephone: (343) 292-8371 or (613) 864-8017  
E-mail: [Valerie.holmes@canada.ca](mailto:Valerie.holmes@canada.ca)