



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

### ADVANCE CONTRACT AWARD NOTICE / PREAVIS D'ADJUDICATION DE CONTRAT

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving – PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St. / 11 rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5**

**Or By/Ou par Fax To/A: (819) 997-9776**

**Proposal To: National Defence Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à : Défense nationale Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

<b>Title/Titre</b> EVACUATION BAG, CASUALTY, INSULATED / SAC ISOLE, EVACUATION SANITAIRE	<b>Solicitation No – N° de l'invitation</b> W8485-195474/A	<b>Amendment</b> 001
<b>Date of Solicitation – Date de l'invitation</b> 06/02/2019		
<b>Address Enquiries to – Adresser toutes questions à</b>  National Defence Headquarters 101 Colonel By Drive Ottawa ON K1A 0K2 Attn: Jason M. Larose, DAP 2-2-7 Jason.larose@forces.gc.ca		
<b>Telephone No. – N° de téléphone</b> 819-939-0825	<b>FAX No – N° de fax</b>	
<b>Destination</b>		

**Instructions:**

**Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

<b>Solicitation Closes – L'invitation prend fin</b>  At – à :  <b>14 :00 / 2 :00 PM</b>  On - le :  <b>04/03/2019</b>
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<b>Delivery required - Livraison exigée</b> <b>ON/OR BEFORE</b> <b>LE/ OU AVANT</b> <b>22/05/2019</b>	<b>Delivery offered - Livraison proposée</b>
<b>Vendor Name and Address - Raison sociale et adresse du fournisseur</b>	
<b>Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)</b>	
<b>Name/Nom</b> _____	<b>Title/Titre</b> _____
<b>Signature</b> _____	<b>Date</b> _____

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 Department of National Defence has a requirement for the supply of:

Item 1, GSIN: 6530, NSN: 6530-20-001-1416, EVACUATION BAG, CASUALTY,  
INSULATED  
Part No.: DSSPM 438-02, NCAGE: 35907  
Quantity: 45, Unit of Issue: EA

3. Criteria for assessment of the Statement of Capabilities (Minimum Essential Requirements)

3.1 Any interested supplier must demonstrate by way of a statement of capabilities that its equipment meets the following requirement of items identified in paragraph 2.

***Procedure to follow:***

- 3.1.1 The bidders must complete Annex A, attached to this document and send it back electronically to the Procurement Officer assigned to this purchase.
- 3.1.2 The bidders will receive a location, and an appointment to physically view the sealed samples available. The bidders must visit the location provided by the Procurement Officer.
- 3.1.3 The bidders will be responsible to determine the necessary materials to exactly reproduce the item based on the viewing of the sealed samples, to create a replica of the evacuation bag presented.
- 3.1.4 The bidders must detail in writing how they will produce the item, the materiel used for the production, and the timeline anticipated for the production and its delivery.
- 3.1.5 The bidders must certify in writing that a pre-production sample will be provided to the Technical Authority within 30 days of contract award, in order to be considered for the complete production of the evacuation bags (no extensions will be provided).
- 3.1.6 Failure to follow the above cited process will amount to an invalid challenge.

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

This procurement is subject to the following trade agreements:

- Canadian Free Trade Agreement (CFTA)

5. Justification for the Pre-Identified Supplier

The **evacuation bag, casualty, insulated** sought by the Department of National Defence on this procurement (as outlined under part 2) is only manufactured by one supplier, FELLFAB Limited. FELLFAB Limited is the only manufacturer capable of performing the work.

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.

6. Exclusions and/or Limited Tendering Reasons

The following exclusions and limited tendering reasons are invoked under the:

- Canadian Free Trade Agreement (CFTA) – Article 2

7. Ownership of Intellectual Property

- Ownership of any Foreground Intellectual Property arising out of the proposed contract will vest in the Contractor.

8. Period of the proposed contract or delivery date

The estimated value of the contract is \$27,316.24 CAD (all taxes included), 90 days delivery.

9. Name and address of the pre-identified supplier

FELLFAB Limited  
2343 Barton Street East  
Hamilton, Ontario  
L8E 5V8

10. Suppliers' right to submit a statement of capabilities

Suppliers who consider themselves fully qualified and available to provide the goods 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.

11. Closing date for a submission of a statement of capabilities

The closing date and time for accepting statements of capabilities is February 22<sup>nd</sup>, 2019 at 14:00 (EST)

12. Inquiries and submission of statements of capabilities Inquiries and statements of capabilities are to be directed to:

**Jason M. Larose**  
Senior Material Acquisition and Support Officer  
Directorate of Aerospace Procurement (DAP 2-2-7)  
Assistant Deputy Minister (Materiel) (ADM (MAT))  
Department of National Defence  
[jason.larose@forces.gc.ca](mailto:jason.larose@forces.gc.ca)



## ANNEX "A"

### CONFIDENTIALITY AGREEMENT

#### ***Confidentiality Agreement***

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

The description of the requirement of this bid solicitation contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Supplier agrees that:
  - a. it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
  - b. it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
  - c. at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:
  - a. is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
  - b. is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
  - c. is independently developed by the Supplier; or
  - d. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

\_\_\_\_\_  
**Name of Supplier**

\_\_\_\_\_  
**Signed by its authorized representative**

\_\_\_\_\_  
**Date**