

Letter of interest (LOI) – Removal of vessels, wrecks, and/or obstructions to navigation in the Quebec Region.

1. Purpose and nature of the letter of interest (LOI)

Transport Canada (TC) is soliciting expressions of interest from the transport industry to remove vessels, wrecks, and/or obstructions to navigation in the following administrative regions of Quebec:

Administrative regions	Code
Bas-Saint-Laurent	01
Saguenay–Lac-Saint-Jean	02
Capitale-Nationale	03
Mauricie	04
Estrie	05
Montréal	06
Outaouais	07
Abitibi-Témiscamingue	08
Côte-Nord	09
Gaspésie–Îles-de-la-Madeleine	11
Chaudière-Appalaches	12
Laval	13
Lanaudière	14
Laurentides	15
Montérégie	16
Centre-du-Québec	17

The objectives of this LOI are as follows:

- **Solicit expressions of interest from the industry to participate in the tendering process**
- **Inform the industry of the preliminary list of operations being considered by Transport Canada for possible tendering**
- **Allow the industry to comment on and suggest adjustments to the scope of the proposed work and the evaluation criteria**
- **Allow Transport Canada to publish information and considerations in the work scope description and evaluation criteria of a potential call for tenders**
- **Ask the industry to respond to the questions in Annex C**
- **Canada intends to address socio-economic benefits, when applicable, for Indigenous businesses and People.**

The supplier shall therefore clearly indicate the service area(s) (administrative regions) for which they are able to carry out the potential work.

2. Possible work scope and constraints

As a result of the letter of interest process, Transport Canada will aim to post a potential Request for Standing Offer (RFSO) that will be issued and available on www.buyandsell.gc.ca.

The objective of the Standing Offer (SO) will be the removal of vessels, wrecks, and/or obstructions to navigation in the administrative regions of Quebec.

3. Legislation, trade agreements, and government policies

The following is a list of Acts, trade agreements, and government policies that could impact a request for proposal:

A- The following trade agreements:

- a. North American Free Trade Agreement (NAFTA)
- b. Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- c. World Trade Organization Agreement on Government Procurement (WTO-AGP)
- d. Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- e. Canada-Chile Free Trade Agreement (CCFTA)
- f. Canada-Colombia Free Trade Agreement
- g. Canada-Honduras Free Trade Agreement
- h. Canada-Korea Free Trade Agreement
- i. Canada-Panama Free Trade Agreement
- j. Canada-Peru Free Trade Agreement (CPFTA)
- k. Canada-Ukraine Free Trade Agreement (CUFTA)

In addition, the Canadian Free Trade Agreement (CFTA) regulates trade within Canada.

- CFTA
- European Union

B- Federal Contractors Program for Employment Equity (FCP-EE)

4. Important notes to respondents

Interested respondents may submit their response by email to the following Transport Canada contracting authority:

Name: Nabil Hamdane
Title: Senior Contracting Officer
Transport Canada
Quebec Region
Phone: 514-242-2449
Email: nabil.hamdane@tc.gc.ca

This LOI is subject to change. Where appropriate, these amendments will be published on the Government Electronic Tendering System. Canada asks respondents to visit www.buyandsell.gc.ca regularly to check for changes, if any.

5. Closing date for the LOI

The LOI will remain available on www.buyandsell.gc.ca. Responses to this LOI with regard to the questions in Annex C are to be submitted to the above-mentioned Transport Canada contracting authority **no later than June 11, 2020, at 2:00 p.m. EDT.**

6. Draft Statement of Work (SOW)

Annex A, attached, contains a preliminary description of the requirement. Suppliers are invited to look into the scope of the work and to respond to the questions in Annex C, also attached.

7. Evaluation criteria

The evaluation criteria are set out in Annex B, attached. Suppliers are invited to review the criteria and answer the questions in Annex C, also attached.

8. Security requirements

There are no security requirements associated with this LOI.

9. Bidders' conference

At this moment, Canada is not planning to hold a bidders' conference to support this project. However, at the request of the industry during the LOI posting period, Canada may decide to hold a bidders' conference. The date, location, and other details would be communicated through an amendment to this LOI.

NOTES TO INTERESTED SUPPLIERS:

This LOI is neither a call for tenders nor a request for proposal (RFP). No agreement or SO will be entered into based on this LOI. The issuance of this LOI is not to be considered in any way a commitment by the Government of Canada, nor as authority to potential respondents to undertake any work that could be charged to Canada. This LOI is not to be considered as a commitment to issue a subsequent solicitation or award contract(s) for the work described herein.

Participation in this LOI is encouraged, but is not mandatory. There will be no short-listing of potential suppliers for the purposes of undertaking any future work as a result of this LOI. Similarly, participation in this LOI is not a condition or prerequisite for the participation in any potential subsequent solicitation.

Respondents will not be reimbursed for any cost incurred by participating in this LOI.

Respondents should mark any portions of their response that they consider proprietary or confidential. The Government of Canada will handle the responses in accordance with the Access to Information Act.

The Government of Canada will review all responses received by the LOI closing date although responses will not be formally evaluated. The Government of Canada may, in its discretion, review responses received after the LOI closing date. A review team composed of representatives of TC will review the responses.

ANNEX A – DRAFT – REQUIREMENT

STATEMENT OF WORK

1. TITLE

Removal of vessels, wrecks, and/or obstructions to navigation in the Quebec Region.

2. OBJECTIVE

To provide Transport Canada with the following services in order to make navigable waters safe and prevent risks to shoreline communities and the environment: localization services; underwater intervention; the refloating and recovery of wrecks, derelict, abandoned, or dangerous vessels, and/or obstructions to navigation; and the management of contaminated materials found in wrecks or derelict vessels (i.e., pleasure craft or commercial vessel up to 24 metres in length).

3. BACKGROUND INFORMATION

The presence of derelict vessels and shipwrecks in navigable waters is a growing issue. Wrecks and derelict or abandoned vessels pose serious threats and must be removed, and their related hazards must be mitigated.

4. SCOPE

The contractor shall provide the following services in order to make navigable waters safe and prevent risks to shoreline communities and the environment: localization services; underwater intervention; the refloating and recovery of wrecks, derelict, abandoned, or dangerous vessels, and/or obstructions to navigation; and the management of contaminated materials found in wrecks or derelict vessels (i.e., pleasure craft or commercial vessel up to 24 metres in length). This Statement of Work also applies to the removal of goods obstructing navigation.

AREA OF COVERAGE

The region covered by this SO is identified on the map in Section B. The supplier shall therefore clearly indicate the service area(s) (administrative regions) for which they are able to carry out the potential work.

5. TASKS

The contractor shall carry out commercial diving operations and activities related to the recovery of pleasure crafts or commercial vessels, parts of vessels or cargos, and/or any other obstructions to navigation (aircraft, vehicles, etc.) or any parts of a structure. These may include the following:

Part A: Inspection

Unless otherwise stipulated by the Departmental Representative, inspection work on a given structure must begin as soon as the call-up is issued.

1. Secure the navigable zone.
2. Perform side-scan sonar localization and complete a visual inspection of ships, wrecks, aircraft, vehicles, machinery, or any structure or piece of equipment constituting a potential obstacle to navigation.
3. Make all visual and other observations required, as well as all surveys and measurements requested concerning the elements and/or structures to be inspected.
4. Take note of any variances from the plans provided and promptly contact the Departmental Representative to ascertain the impact of these variances.
5. Clearly relate all this information to a coordinate or reference system (chart datum, chaining, etc.) or refer it to reliable, lasting, and properly identified landmarks that can be found again during later work or inspections. Information on landmarks must be clearly established in cooperation with the Departmental Representative at the start of inspections. The chosen landmarks must appear in the report and plans. In particular cases, use of a local position-fixing system (such as peripheral chaining) may be necessary or may make the inspection report easier to understand. This type of landmark must, however, never contradict official coordinate systems (chart datum or MTM projection, for example) or cause confusion in terms of elevation or planimetry. The dive team must clearly establish positioning information before the inspection work begins. This information must be used throughout the inspection and must not be changed unless the supplier is instructed otherwise. Should an inspection be redone, it is important for the dive team to be able to find the reference system used in the previous inspection to follow up on the structure.
6. Assess how deteriorated the structural elements are, taking care to document observations thoroughly with photos, sketches, videos, measurements, etc. Comments must be included with the surveys to pinpoint particular features or ensure that the observations can be properly understood by departmental technical staff.
7. The entire inspection must be filmed using a camera mounted on the diver's helmet so the diver can manipulate objects underwater. The dive supervisor must have on-site access to an uninterrupted live visual feed of the inspection. The video recording must include a real-time recording of the diver's comments and any discussions between the diver and the dive supervisor. Any special features of the structure, both under and above water, must also be photographed (screen captures are not acceptable). The video equipment must be in perfect working order.
8. Recording of the inspection must be submitted to the department as a digital recording at the time of the delivery of the inspection report. All original tapes must be submitted to the Departmental Representative and individually marked

with the place, structure inspected, date, and start and finish times of the recording, as well as a brief description of the work shown on the video. The time of inspection for each structure on the recording must be clearly indicated in the report using HH:MM chaining, for example. If the inspection is recorded digitally, the supplier must provide a recording of the entire inspection in suitable digital form.

9. Routine equipment required for the inspection of the type(s) of structure concerned must be available for each inspection (grinding wheels, brushes, drills, welding arc, sounding leads, increment borer, cameras [above-water and waterproof], and tools for cleaning, checking dimensions, measuring residual steel thickness and verticality, taking photographs, collecting specimens, etc.). Unless otherwise specified by the Departmental Representative, all this equipment must be available on-site and in working order, and no additional costs may be claimed in this regard. When special equipment is required to carry out a certain task, a separate agreement must be entered into with the Departmental Representative with respect to the costs incurred. For all inspections, the supplier must provide a safety boat for emergencies. The boat shall be made available to the Departmental Representative, as required, for above-water inspections.

Verbal summary of task

Before leaving the site, the dive supervisor and the supplier's project manager shall provide a report on the task, including:

- (a) the condition of inspected elements compared with expectations (development of the situation in relation to earlier inspections);
- (b) a brief presentation of the results;
- (c) any information that could pose a safety risk; and
- (d) any corrective measures that need to be taken.

Preliminary report

A preliminary technical report, in writing, must be provided in French to the Departmental Representative two (2) weeks after the inspection work is completed. This report must include:

- (a) summary inspection results (peculiarities, difficulties, etc.);
- (b) the main observations (in general) and the nature of these observations, supported by sketches and photos; and
- (c) recommendations that could necessitate urgent action/repair, accompanied by photos (in greater detail).

This report may be in the form of a letter with explanatory diagrams. Video excerpts or photos may also be used to illustrate the report.

Technical report

Unless otherwise indicated in a specific agreement, one copy of a preliminary technical report must be provided, in French, no later than four (4) weeks after the end of the inspection work for each assignment.

This technical report must include:

- (a) a map precisely and accurately locating the structures;
- (b) a description of the datum plane(s) used during the inspection;
- (c) a detailed description of the inspection work indicating the personnel and equipment used, the dates and circumstances of the inspection, the various methodologies used during the inspection, and all observations accompanied by explanatory notes and photos to elucidate the phenomena in question;
- (d) all measurements taken during the work (dimensions, bathymetry, residual thickness, verticality, etc.);
- (e) the description and location of the samples taken, as well as sampling site repair methods, if applicable;
- (f) the results of all on-site observations collected into chapters highlighting the values of the parameters observed and/or measured for each of the parts of the structure inspected;
- (g) precise and accurate descriptive plans of the structures inspected indicating the reference points used during the work;
- (h) detailed plans (plan views, elevation views, cutaways, diagrams, etc.) of all parts of the structures inspected explaining the phenomena observed (breakage, damage, deformation, deterioration, etc.), indicating the nature and location of the various inspection work (through measurements, samples, photos, etc.), and illustrating the comments contained in the technical report;
- (i) a quality photo montage of all above-water parts of the structure and detailed photos of all underwater parts, showing the current condition and peculiarities of the structures inspected; and
- (j) any other relevant information necessary to understand the peculiarities of the structures inspected or required under a particular assignment.

This preliminary report must be annotated by the Departmental Representative, and any corrections or explanations must be made no more than two (2) weeks later for the production of the final report.

Unless otherwise indicated, the supplier must provide four (4) print colour copies in French and two (2) copies on CD (PDF format for the text and photos, DWG format for the drawings and plans) of the final report within two (2) weeks following receipt of the Departmental Representative's comments and corrections. The supplier should also take note that, for particular assignments, they may be asked to produce an English version of the final report. They must make sure that they can deliver this English version at the same time as the French version if the request is made when the work in question is assigned, or within two (2) weeks of a formal request for such a service. Unless otherwise agreed, the cost of this translation service will be negotiated separately.

Performance time

Unless otherwise stipulated by the Departmental Representative, inspection work on a given structure must begin as soon as the call-up is issued and be completed following the schedule provided for in this individual agreement.

Compliance with deadlines, including reporting deadlines, is of fundamental importance. Immediately after the definition of each individual agreement, the supplier must send the Departmental Representative its performance schedule, which shall take into account the nature of the work as well as the weather forecast at the time and place of the work. Any

changes to the schedule must be reported to the Departmental Representative as soon as possible.

Part B: Recovery of wrecks and obstructions to navigation

After the inspection, the Departmental Representative will decide whether the removal of the wreck is necessary. Removal may include, but is not limited to, the following operations:

1. Become familiar with all information provided:
 - a. Previous inspection reports
 - b. Construction or repair plans
 - c. Survey plans
 - d. Photos
 - e. Etc.
2. Meet with the Departmental Representative to review the assignment.
3. Provide a summary work plan at least 72 hours before going to the site. This plan shall include a schedule, an equipment list, a description of the work methodology, the launch method, and the list of items included in the assignment, in keeping with the project brief.
4. Provide a list of proposed personnel. If personnel not listed in the SO are proposed, demonstrate that their qualifications and experience are equivalent or surpass those of the personnel initially planned.
5. If the supplier is unable to comply, their proposal may be rejected.
6. Provide all documentation outlined in this document and required under various standards: qualification certificates, medical certificates, evacuation plans, health and safety programs, etc.
7. Provide and use a fast response craft, tugboat, or barge.
8. Use balloons to float the wreck or obstruction to the surface.
9. Perform towing, trailer work, and land-based disposal in authorized areas.
10. Carry out the temporary repair or dismantling of ship hulls, including the welding or cutting of steel or aluminum hulls.
11. Supply and install air bladders, plugs, and patches to stop the ingress of water and allow repairs/maintenance within the vessel.

12. Provide video recordings and/or documentation of the damage and/or temporary repairs.
13. Perform refloating and salvage operations.
14. Supply and use remotely operated vehicles (ROVs) with or without articulating arms. The ROVs must be of a suitable size to be operated from a Transport Canada vessel (7.4-metre Zodiac SRR-750) or a similar Canadian Coast Guard vessel and to be deployed and retrieved manually.
15. Perform trailer work and land-based disposal in authorized areas.
16. As required, perform other operations not listed above that may require additional insurance in order to be carried out by the contractor. These requirements for additional insurance will be indicated by TC.

6. AVAILABILITY AND TIMEFRAMES

The supplier must identify one or more representatives who can be reached at all times. These representatives must be reachable during normal working hours, as well as in the evenings, on weekends, and on holidays, according to the prescribed and necessary period of operation.

Certain contracts resulting from this SO may be urgent (e.g., the removal of an obstruction to navigation). In such cases, the contractor may be asked to start work very quickly, namely within 24 to 48 hours. When work is deemed urgent, the supplier who was granted the contract must visit and secure the site to ensure that the waterway is safe. Once the site is secured and the inspection is complete, the supplier shall provide, by the next business day at the latest, a detailed cost estimate for removing the obstruction and ensuring the safe clearance of the waterway.

Contracts resulting from this SO may require some or all of the work to be performed during evenings, weekends, or holidays. The supplier must be available to perform work during these periods at predetermined rates.

At minimum, the supplier must be able to perform work during the navigation period, from April 1 to December 31 of the same year. However, work may be granted throughout the year, including when there's ice cover. The supplier shall clearly specify the operation period for which they're available to carry out work (Section C).

When a project is assigned to the supplier, the amount of time they have to start the work may vary depending on the urgency of the situation, the scope of the work, and the region of deployment.

7. CONTRACT PERIOD

The validity period of this SO is a firm two years with the possibility of extending for three optional one-year periods.

8. TERMS OF PAYMENT

If the contractor satisfactorily fulfills all of their obligations under the contract, the contractor will be paid in accordance with Annex X. Customs duties are included, and goods and services tax (GST) or harmonized sales tax (HST) are extra, if applicable.

TC will not pay the contractor for any change in methodology or interpretation of the work unless such changes are approved in writing by the contracting authority before being integrated into the work.

Moreover, certain specific situations may result in the cancellation of the contract on short notice. For example, when a departmental order is issued requesting that an owner remove a vessel that poses a risk to navigation, the owner has 48 hours to do so, failing which TC will take the necessary steps. If the owner removes their boat or structure, the contract will be cancelled with less than 48 hours' notice. Therefore, the supplier must ensure that they obtain authorization from the TC representative before starting the work.

One-time payment

TC shall pay the contractor in full only when the work is completed and delivered in accordance with the payment provisions of the contract, provided that:

- a) an accurate and complete invoice, as well as any other documents required by the contract, have been submitted in accordance with the invoicing instructions provided for in the contract;
- b) all these documents have been verified by TC; and
- c) the work delivered has been accepted by TC.

9. OBLIGATIONS OF THE SUPPLIER

1. Suppliers offering scuba diving services shall fully comply with the following:
 - a) Competency Standard for Diving Operations – Standard CSA-Z275.4 (latest version)
 - b) Occupational Safety Code for Diving Operations – Standard CSA-Z275.2 (latest version)

2. Contractors will be required to fully comply with the provisions in the Canada Shipping Act (2001) and with related regulations as described in the Small Commercial Vessel Safety Guide – TP 14070E (most recent version).
3. Suppliers of diving services shall have at least five years of experience in the delivery of diving services for commercial purposes.
4. All divers shall have the following:
 - a) A Commercial Divers Certification issued by the Diver Certification Board of Canada
 - b) A valid diver's medical certificate registered with the Canadian Association of Diving Contractors Inc.
 - c) At least 50 hours of diving experience
5. Suppliers must have documented safety practices or an operations manual that includes the following:
 - a) Diving safety procedures, if applicable
 - b) Pre- and post-diving checklists, if applicable
 - c) Dive team assignments and responsibilities, if applicable
 - d) Equipment procedures and checklists
 - e) Emergency procedures for equipment failures
 - f) Medical procedures for illnesses and injuries
6. Prior to the start of work, the contractor shall deliver the following to the TC representative:
 - a) Copies of all the diving certificates mentioned in Point 4
 - b) The shoreline property owner's authorization to remove the wreck, structure, or vessel that is floating, submerged, or stranded
 - c) The location, in writing, of the wreck, structure, or vessel that is floating, submerged, or stranded
7. The contractor shall have a team of qualified and experienced divers with sufficient training to safely undertake the required diving operations and repairs.
8. The contractor shall provide a written report to the TC representative detailing the site-specific health and safety plan prior to commencing work. The report shall include at least the following elements:
 - a) Results of the site-specific risk assessment
 - b) Results of the safety and health risk or hazard analysis for site tasks and operations
 - c) Comprehensive emergency response plan
 - d) Complete dive plan, if applicable
 - e) Contractor and subcontractor safety communication plan, if applicable
9. The contractor shall ensure that all divers maintain an updated dive log, and present this log upon request to the TC representative.

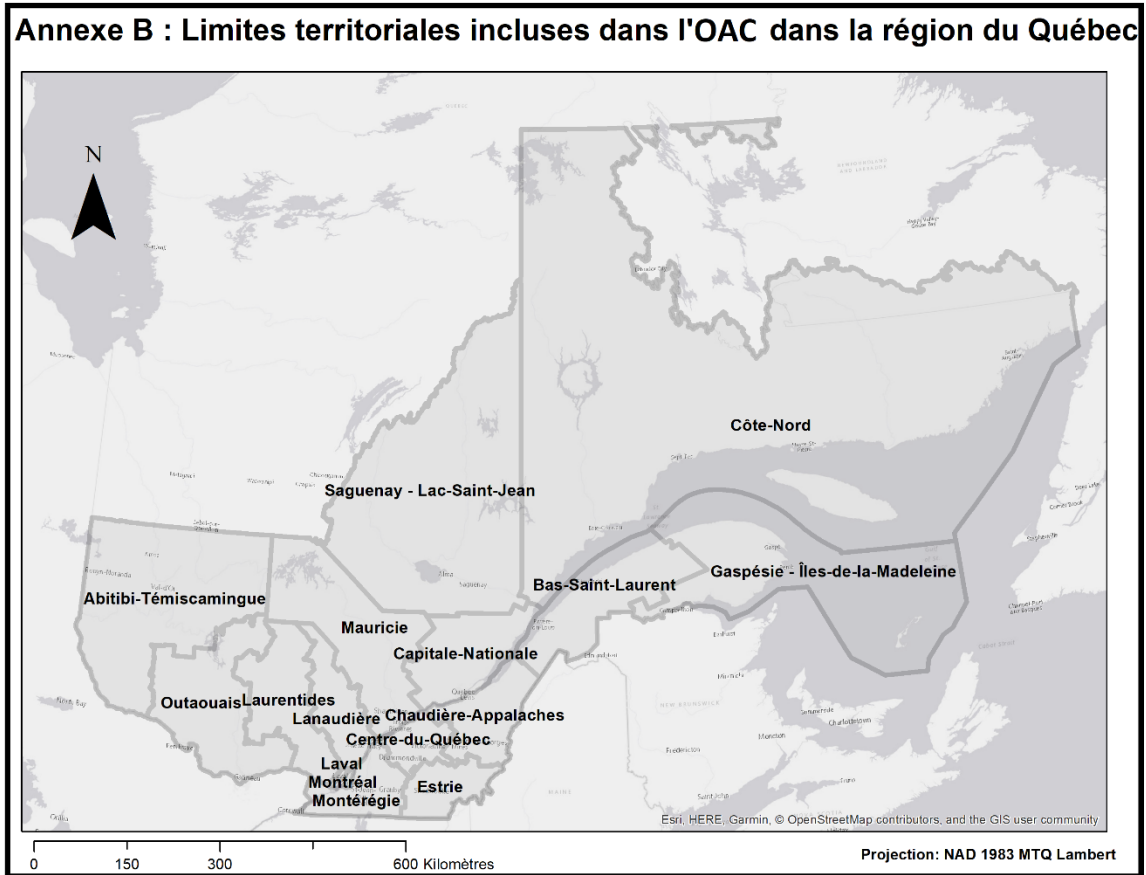
10. The contractor shall ensure that personnel assigned to the project are familiar with the provisions of the Act respecting occupational health and safety (AOHS) regarding crane and barge operations, personal protective equipment (PPE), prescribed procedures, and any regulatory prohibitions applicable to the use of self-contained underwater breathing apparatus (SCUBA).
11. The contractor shall provide supplied personnel with all appropriate equipment, devices, tools, and machinery, including PPE, ensuring all equipment is maintained in proper working condition and used in accordance with the requirements set out in the AOHS and other applicable Acts.
12. The contractor shall always have a qualified diving supervisor on-site who is authorized to act on the contractor's behalf to ensure work is properly and safely carried out. Where applicable, the diving supervisor shall be qualified to a level required to supervise the diving operation being carried out.
13. The contractor shall immediately stop work and advise the TC representative, verbally and in writing, if any situation or condition that poses a threat to health and safety becomes evident during the performance of the work.
14. The contractor is required to provide a report of the work completed for each work requirement. The final report must contain Form 1 – Project Description Form (Section A), a work order, as well as the invoices for operations.
15. This report may include videos, photos, descriptions, and accounts of the work performed.

SECTION A

Form 1 - Project Description Form

Project 1	
Project title:	
Contractor	Organization: Contact information: Name: Phone: Email:
Description of the work performed by the contractor:	
Service category associated with the project:	Please check the appropriate box. Note that more than one box may be checked if the project falls under more than one service category: <input type="checkbox"/> A – Towing services and land disposal <input type="checkbox"/> B – Diving work and recovery of wrecks or floating, submerged, or grounded vessels (including, but not limited to, ships, aircraft, vehicles, ship cargos, and equipment) <input type="checkbox"/> C – Bathymetric sounding by side-scan sonar
Project cost:	
Work period:	

SECTION B



SECTION C

PRICE GRID

Part A: Inspection

Operations

Operational criteria	Estimated annual quantity	Unit price	Estimated annual cost
1. Visual inspection of the wreck or obstruction.			
2. Underwater inspection of the wreck or obstruction.			
3. Drafting of the preliminary and final reports.			

Part B: Removal of wrecks and obstructions to navigation

Operations

Please indicate the operation(s) you are able to carry out.

Operational criteria	Estimated annual quantity	Unit price	Estimated annual cost
1. Provide and use a fast response craft, tugboat, or barge.			
2. Use balloons to float the wreck or obstruction to the surface.			
3. Tow the problematic vessel or obstruction ashore.			
4. Carry out dismantling and disposal in authorized areas.			

For each project, reserve an additional 30 percent of the total amount to cover operations other than those mentioned in the table above upon the authorization of the Departmental Representative.

2) Area of coverage

Please indicate the service area(s) (administrative region[s]) for which you are able to carry out work.

Administrative regions	Code	
Bas-Saint-Laurent	01	
Saguenay–Lac-Saint-Jean	02	
Capitale-Nationale	03	
Mauricie	04	
Estrie	05	
Montréal	06	
Outaouais	07	
Abitibi-Témiscamingue	08	
Côte-Nord	09	
Gaspésie–Îles-de-la-Madeleine	11	
Chaudière-Appalaches	12	
Laval	13	
Lanaudière	14	
Laurentides	15	
Montérégie	16	
Centre-du-Québec	17	

3) Period of operation

Please indicate the period(s) of operation for which you are able to carry out work.

Remember that you must at least be active during navigation season, from April 1 to December 31, to meet the criteria of this SO.

Date	
January 1 to March 31	
April 1 to December 31	
Other (specify):	

SECTION D

Indigenous consideration

Meaningful engagement with Indigenous peoples across Canada is a priority of the Federal government and our Departments. Public Service and Procurement Canada has worked successfully in the past to leverage training opportunities, employment, sub-contracting and capacity building for Indigenous Businesses and Peoples and is pleased to continue working collaboratively with Indigenous communities and stakeholders on Federal projects. In particular, the Contractor is expected to:

- To assist in the development of Indigenous workers and businesses that will contribute to the economic development of Indigenous communities.
- Help stimulate Indigenous employment and business development.
- Provide opportunity for Indigenous businesses through sub-contracting and/or joint ventures with the general business community when bidding on tenders.
- Build Indigenous capacity by providing on the job training, skills development/apprenticeship and mentorship.

ANNEX B - DRAFT - EVALUATION CRITERIA

Annex B - Technical evaluation criteria

In addition to satisfying the requirements contained in the Statement of Work, the proposal must meet all the mandatory technical criteria below. The bidder must therefore demonstrate in their proposal that they meet each of these mandatory criteria.

If the bidder provides more examples than requested, only those examples not exceeding the number requested will be evaluated, in the order of submission. The bidder may give the same example more than once, but it must be adapted to the context in order to highlight the relevant elements.

If the experience submitted is not supported by the necessary information, it will not be considered at the evaluation stage.

Mandatory criteria are assessed until the closing date of the request for proposals.

MANDATORY CRITERIA

No.	Mandatory criteria	Meets criteria (yes/no)	Proposal page No.
01 Bidder's experience	In the past five years, the bidder must have worked for one year in the execution of marine projects requiring the handling of non-standard or oversized vessels. Their experience must be attested by two positive references.		
02 Access to equipment necessary for operations	The bidder must demonstrate that they have access to all appropriate and necessary equipment for the towing, dismantling, and disposal of vessels or obstructions to navigation. As evidence, a proof of ownership or an agreement with a rental company must be provided.		
03 Bidder's experience in scuba diving operations	The bidder must have at least five years of experience in the delivery of commercial diving services. These services must have been provided within the last five years. Their experience must be attested by two positive references.		

No.	Mandatory criteria	Meets criteria (yes/no)	Proposal page No.
<p align="center">04</p> <p>Certification in scuba diving operations</p>	<p>The bidder must demonstrate that all divers assigned to the project have the following:</p> <p>a) A Commercial Divers Certification issued by the Diver Certification Board of Canada</p> <p>b) A valid diver's medical certificate registered with the Canadian Association of Diving Contractors Inc.</p> <p>c) At least 50 hours of diving experience</p>		

REFERENCE TABLE

	Reference 1	Reference 2
Name of the client organization or company		
Name and title of the reference person		
Phone number and email address of the reference person		
Contract location		
Contract value		
Contract performance period (month and year)		
Description of the contract and the snow removal area		
Dump site(s) used during the contract		
Average number of employees deployed during the contract period		
Service standard applied for each customer service call (please indicate in minutes the approximate time it will take to arrive at the site)		
For evaluation purposes only		

References provided by the bidder may be verified. Transport Canada reserves the right to verify the accuracy and completeness of the information and to check whether the clients given as references were satisfied with the services received. If the information cannot be verified or if the services provided were unsatisfactory, the proposal may be deemed ineligible and rejected.

It is the bidder's responsibility to ensure that their proposed references are aware of the services provided and willing to be cited as references. The technical evaluation team will attempt to contact the bidder's references during the technical evaluation period, between 8:00 a.m. and 4:00 p.m. local time. If a client listed as a reference fails to provide a reference, the bidder's proposal may be deemed non-compliant and may not be considered for further evaluation.

ANNEX C – QUESTIONS FOR THE INDUSTRY

Suppliers are invited to respond to the questions in Annex C.

Answers to the following questions must provide information regarding the possible delivery of services according to the Quebec administrative regions, as required in Annex A.

Answers may be submitted in either of the two official languages of Canada (English or French).

Suppliers are invited to answer the following questions in this LOI:

1. Provide contact information (name, phone, email) should further questions or clarifications be required.
2. Name the administrative region(s) where you are able to fulfill the requirement stated in Annex A. Please complete **Table 1**.
3. Are you an Aboriginal contractor as defined in Annex 9.4 (Annex D of this LOI) of the Supply Manual, entitled "Requirements for the Set-Aside Program for Aboriginal Business"? Please complete **Table 2**.
4. Are there any elements or regions that prevent you from performing the requirement stated in Annex A?
5. Do you have any comments or questions about the requirement in Annex A?
6. Do you have any comments or questions about the evaluation criteria in Annex B?
7. What units should be used in the price grid to reflect what's common in the industry?
8. How are operation unit prices determined for business days, weekends, evenings, and holidays?
9. Do you own or rent the equipment used in your operations?
10. Do you work with subcontractors in your operations?

Communications during the posting period.

All requests for information must be submitted in writing to Nabil Hamdane (contracting authority) at nabil.hamdane@tc.gc.ca at least five calendar days before the closing date.

Inquiries received after that time may not be answered.

Table 1:

Administrative regions	Code	Service offering
Bas-Saint-Laurent	01	
Saguenay–Lac-Saint-Jean	02	
Capitale-Nationale	03	
Mauricie	04	
Estrie	05	
Montréal	06	
Outaouais	07	
Abitibi-Témiscamingue	08	
Côte-Nord	09	
Gaspésie–Îles-de-la-Madeleine	11	
Chaudière-Appalaches	12	
Laval	13	
Lanaudière	14	
Laurentides	15	
Montérégie	16	
Centre-du-Québec	17	

Table 2:

	Yes
Aboriginal business	

ANNEX D - 9.4. Annex: Requirements for the Set-aside Program for Aboriginal Business

1. Who is eligible?
 - a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,
OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?

Yes

- a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
 - b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
 - c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business(certification) stating that it:
 - i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - ii. will, upon request, provide evidence that it meets the eligibility criteria;
 - iii. is willing to be audited regarding the certification; and
 - iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

See Standard Acquisition Clauses and Conditions(SACC) Manual clauses [A3000T](#) , [M9030T](#) or [S3035T](#), as appropriate.

3. How must the business prove that it meets the requirements?

- a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
 - b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.
4. What evidence may be required from the business?
 - a. Ownership and control
 - i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
 - ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See [Appendix A Set-aside Program for Aboriginal Business](#) for a list of the factors, which may be considered by Canada.)
 - b. Employment and employees
 - i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses [A3001T](#), [M3030T](#) or [S3036T](#), as appropriate.
 - ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.
 - iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.
 - iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.
5. Subcontracts
 - a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.
 - b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.
6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

- a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
- b. Evidence of being an Aboriginal person will consist of such proof as:
 - i. Indian registration in Canada;
 - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
 - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
 - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
 - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
 - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.