

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid Receiving  
- PWGSC  
1550, Avenue d'Estimauville  
1550, D'Estimauville Avenue  
Québec  
Québec  
G1J 0C7

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
TPSGC-PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> DRAGAGE HAVRE DE MATANE	
<b>Solicitation No. - N° de l'invitation</b> EE517-152436/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> EE517-152436	<b>Date</b> 2015-06-04
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCM-008-16442	
<b>File No. - N° de dossier</b> QCM-5-38003 (008)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-06-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Rochette, Jean	<b>Buyer Id - Id de l'acheteur</b> qcm008
<b>Telephone No. - N° de téléphone</b> (418) 649-2834 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Havre du port de Matane (Québec)	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No/ N° VME

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## AMENDEMENT 001

### Title : MATANE HARBOUR DREDGING

Included in the present amendment :

1. Questions and answers 1 to 2
2. Modification no 1

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#### QUESTIONS AND ANSWERS :

**Question 1 :** Pouvez-vous nous indiquer si la surface de dragage a déjà été draguée à cette profondeur dans le passé? Si oui pouvons-nous avoir une copie du sondage après dragage effectué à ce moment? Nous voulons savoir si ce projet en est un de dragage capital ou de maintenance.

**Answer 1 :** La surface de dragage a déjà été draguée à cette profondeur dans le passé. C'est un dragage de maintenance et non d'approfondissement.

**Question 2 :** Dans la Section Dragage il est indiqué que l'entrepreneur devra draguer 0.1 mètre sous le niveau de dragage demandé. Est-ce que le volume indiqué au bordereau (5,900 m³) comprend le surdragage de 0.1 m. ? Le surdragage demandé de 0.1 mètre est-il payable au taux unitaire?

**Answer 2 :** Le volume indiqué au bordereau (5,900 m³) comprend le surdragage de 0.1 m. Le surdragage demandé de 0.1 mètre est payable au taux unitaire.

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#### MODIFICATION no 1

1. In section « Important notice to bidders »:

**ADD : DREDGES AND OTHER FLOATING EQUIPMENT**

The Floating Plant Clause (FPC) and the General Instructions to Bidders GI07 Registry and Pre-qualification of Floating Plant are mandatory conditions with which bids for federal government dredging projects must comply. Canada is bound by these obligations.

**INSURANCE TERMS**

The Insurance Terms have been amended. Refer to the Supplementary Conditions.

2. In the table of content under « Special instructions to bidders »:

ADD : SI14 Bid Mandatory Requirements

3. In section « Special instructions to bidders »:

ADD article « SI14 Bid Mandatory Requirements » attached.

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4. In the table of content under « Supplementary conditions »:  
ADD : SC02 Price Justification
5. In section « Supplementary conditions »:  
ADD article « SC02 Price Justification » attached.
6. In the table of content under « Appendices »:  
ADD : Appendice 7 Floating plant description  
Appendice 8 Positionning system description  
Annex 1 Request for Certificate of Qualification of Floating Plant
7. In section « Appendices » :  
ADD appendices 7 and 8, and annex 1 attached.
8. Article SC01 Insurance terms:  
DELETE article SC01 Insurance terms  
INSERT the attached article CS01 Insurance terms
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ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

## SI14 BID MANDATORY REQUIREMENTS

Bids shall comply with all of the mandatory requirements in the invitation to tender documents in order to be declared responsive, including the mandatory requirements set out in other sections of the invitation to tender documents.

If Canada requests that the bidder submit information or documents within a time period specified in this clause or in a written request made to the bidder, failure to provide these documents or this information at Canada's request within the specified time period will result in the bid being deemed non-responsive.

The lowest compliant bid shall be recommended for a contract award.

<b>Mandatory requirements at bid closing</b> <b>Mandatory documents to be supplied with the bid</b>	
	Reference
<b>If any of the following documents relative to criteria 1.1 to 1.5 is missing at bid closing, the bid will be deemed non-responsive.</b>	
1.1 Bidders shall complete the <u>Combined Price Table</u> .	Appendix 1 herein
1.2 Bid security, in accordance with GI08 BID SECURITY REQUIREMENTS of the General Instructions to Bidders (R2710T).	<ul style="list-style-type: none"> <li>• Clause GI09 of General Instructions to Bidders, R2710T</li> <li>• Clauses BA04 and BA07 of the Bid and Acceptance Form</li> <li>• See the bid bond form at the following Internet link:  <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/11">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/11</a> </li> </ul>
1.3 In order to comply with clause GI06, Registry and Pre-qualification of Floating Plant, of the General Instructions to bidders R2710T:	
<p><b>1.3.1 Submit a bid on the basis that the dredges or other floating plant to be used for the work are registered in Canada.</b></p> <p>Bidders shall identify <b>the dredge(s) and other floating plant, (scows, tug(s) and supply vessel(s) and support equipment)</b>, that will be used by filling out <b>Appendix 3</b> and shall provide it with the bid.</p> <p>If necessary, bidders shall be able to demonstrate, within 48 hours of receipt of Canada's written request, that the dredges or floating plant are registered in Canada.</p>	<ul style="list-style-type: none"> <li>• Clause GI06 of General Instructions to Bidders, R2710T</li> <li>• Appendix 3 herein</li> </ul>

<p><b>1.3.2 Append to its bid a copy of the <u>certificate of qualification issued by Industry Canada if the dredge(s) or other floating plant to be used for the work IS NOT (ARE NOT) MANUFACTURED IN CANADA.</u></b></p> <p>If at bid closing this certificate is not appended to the bid for any of the dredges or equipment not manufactured in Canada indicated in Appendix 3, the bid will be deemed <u>non-responsive</u>.</p> <p>See Industry Canada certificate application in Annex 1.</p>	<ul style="list-style-type: none"><li>• Clause GI06 of General Instructions to Bidders, R2710T</li><li>• Annex 1 herein</li></ul>
<p><b>1.4 Mandatory Specifications of the equipment</b></p> <p>Bidder shall take note that the dredging shall be executed with equipment stated in Article 2.1 from section 35 20 23 of the specifications.</p> <p>Bidder shall provide a description of the dredge(s) and dump scows to be used to do the work, which will allow Canada to verify if the proposed floating plants are compliant with specifications requirements. Include in <b>Appendix 3</b> the information on the dredge(s) and dump scows used.</p> <p>Failure to identify the dredge(s) and dump scows or to attach Appendix 3 to the bid shall make the bid <u>non-responsive</u>.</p>	<ul style="list-style-type: none"><li>• Article 2.1 from section 35 20 23 of the specifications</li><li>• Appendix 3 herein</li></ul>
<p><b>1.5 Positionning system</b></p> <p>The bidder shall describe the positionning system that be used to performed the work.</p>	<ul style="list-style-type: none"><li>• Appendix 4 to this Invitation to Tender</li></ul>

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## **SC01 INSURANCE TERMS**

### **SC01.1 Insurance requirements**

The Contractor must comply with the insurance requirements specified in SC01 - Insurance terms. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **SC01.2 Marine liability insurance**

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of \$ 10,000,000.00. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph 2 below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Transport Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - (c) Notice of Cancellation : The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### **SC01.3 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

#### **SC04 PRICE JUSTIFICATION**

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or



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- d. price or rate certifications; or
  - e. any other supporting documentation as requested by Canada.

## APPENDIX 7 - FLOATING PLANT DESCRIPTION

### Dredges and Other Floating Equipments

The Bidder declares, by the fact of filling in the following tables, that the named equipments are entirely at his disposal, and that he is able to meet performances and capacities as stated below considering the materials and conditions related to this project. The Bidder must understand that a contract award from Public Works & Government Services Canada does not imply an acceptance of the claimed performances or capacities but only confirms that the equipments meet the requirements of the floating plant clauses.

#### DREDGE (S)

	<i>Main dredge</i>	<i>Secondary dredge (if required)</i>
<i>Dredge name</i>		
<i>Registration number</i>		
<i>Type of dredge</i>		
<i>If trailing suction hopper dredge: Hopper Capacity (m<sup>3</sup>)</i>		
<i>Draft (m)</i>		
<i>Dredging depth (m)</i>		
<i>Dredging capacity (m<sup>3</sup>/h)</i>		
<i>Manufacturing place *</i>		

**Appendix 7 (continued)**

**SCOW (S) / SELF-PROPELLING SCOW (S)**

Name	Registration number	Capacity (m³)	Draft (m)	Manufacturing Place *

**TUG (S)**

Name	Registration number	Engine (HP)	Draft (m)	Manufacturing Place *

**SUPPLY VESSELS AND OTHERS FLOATING EQUIPMENT**

Name	Registration number	Purpose	Draft (m)	Manufacturing Place *

\* If manufacturing place is not Canada, append to your bid the certificate issued by Industry Canada

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**Appendix 7 (continued)**

**CERTIFICATE OF QUALIFICATION**

Each floating equipment to be used in the course of the works **must be of Canadian manufacture and Canadian registry**. The Bidder must obtain a certificate of qualification from Industry Canada for any floating equipment which is not of Canadian manufacture. **A certified copy of the certificate must accompany the bid.** Requests related to the certification must be sent to :

Defence and Marine Director  
Aerospace, Defence and Marine Branch  
INDUSTRY CANADA  
C.D. Howe Building – room 733C  
235 Queen Street  
Ottawa, ON  
K1A 0H5

Attention : Mr. Émile Rochon  
Phone : (613) 954-3468  
Fax : (613) 998-6703  
E-mail : rochon.emile@ic.gc.ca

The Director must have received any request at least fourteen (14) days before the closing bid date. The Industry Canada evaluated and recognized floating equipments may be accepted to work out a dredging project. Requests for certificates of qualification may be submitted by completing the Annex 1 here after.

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**APPENDIX 8 - POSITIONNING SYSTEM DESCRIPTION**

Describe the positioning system that will be used to performed the Work. Specify trade-mark, model, precision, etc.

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## ANNEX 1 – REQUEST FOR CERTIFICATE OF QUALIFICATION OF FLOATING PLANT

(The Bidder will use a separate sheet for each unit of floating plant.)

1. Name and address of owner:
2. Name and address of operator:
3. Name of unit:
4. Canadian registry no.:
5. Type of unit (dredge, tug, scow, pontoon, etc.):
6. Date of Canadian registry:
7. Date unit originally built:
8. Shipyard where unit originally built:
9. Record of work done to unit in Canada. For each major job, show:
  - Date:
  - Shipyard:
  - Type of work:
  - Cost:
  - Country of origin of equipment installed:
10. If unit has changed ownership, show name and current address of previous owner(s) for each modification referred to in item 9 on a separate page.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Corporate Seal*