



**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

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services  
Gouvernementaux 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, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**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> Dénéigment quai de Blanc-Sablon	
<b>Solicitation No. - N° de l'invitation</b> EE517-181275/A	<b>Date</b> 2017-09-22
<b>Client Reference No. - N° de référence du client</b> EE517-181275	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCL-018-17218
<b>File No. - N° de dossier</b> QCL-7-40151 (018)	<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 2017-10-10</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> Piras, Gabriel	<b>Buyer Id - Id de l'acheteur</b> qcl018
<b>Telephone No. - N° de téléphone</b> (418) 649-2870 ( )	<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> Quai commercial de Blanc Sablon Blanc-Sablon, QC G0G 1C0	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> Voir doc	<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>

**SNOW AND ICE REMOVAL SERVICES - WHARF OF BLANC-SABLON****TABLE OF CONTENTS**

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## **PART 1 – GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security requirements in the contract.

### **1.2 Statement of Work**

The required snow removal services include the following:

The removal of snow, the supply and spreading of non toxic biodegradable salt on all icy and slippery surfaces of all entrances/exits, warehouse, parking lots, circulation areas, and also the removal of snow and spreading sand and calcium, when salt is not efficient, to maintain all service roads and parking lots free of snow and/or ice, in accordance with the Statement of Work.

### **1.3 Bid Results**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" (top left corner) for the receipt of bids shortly after the time set for solicitation closing.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by calling (418) 649-2888.

### **1.4 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.5 Trade Agreements**

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003 \(2017-08-03\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Address : Public Works and Government Services Canada  
601-1550, Avenue D'Estimauville,  
Quebec, QC, G1J 0C7

Facimile : 418-648-2209

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( )

No ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( )

No ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority, preferably via email at [Gabriel.Piras@tpsgc-pwgsc.gc.ca](mailto:Gabriel.Piras@tpsgc-pwgsc.gc.ca), no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copies)

Section II: Certifications (1 hard copies)

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **Section II: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation.

#### **4.1.1 Financial Evaluation**

*SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price

### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the *Employment and Social Development Canada (ESDC) - Labour's* website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to September 30, 2018, inclusive

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Gabriel Piras

Public Works and Government Services Canada Acquisitions Branch

601-1550, avenue D'Estimauville

Quebec, QC.

G1J 0C7

Telephone: 418-649-2870

Facsimile : 418-649-2209

E-mail address: [Gabriel.Piras@tpsgc.pwgsc.gc.ca](mailto:Gabriel.Piras@tpsgc.pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Project Authority

The Project Authority for the Contract is: *(will be inserted at Contract Award)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

*(will be inserted at Contract Award)*

#### Administrative Representative :

Name : \_\_\_\_\_

Organization : \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address : \_\_\_\_\_

#### Technical Representative :

Name : \_\_\_\_\_ Organization : \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address : \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act \(PSSA\)](#) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## **6.7 Payment**

### **6.7.1 Basis of Payment – Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.7.2 Multiple Payments (2008-05-12) H1001C**

SACC Manual clause H1001C (2008-05-12), Multiple Payments (2008-05-12) H1001C

### **6.7.3 T1204 - Direct Request by Customer Department**

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

## **6.8 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## **6.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec

## **6.11 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- 
- (a) the Articles of Agreement;
  - (b) the general conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
  - (c) Annex A, Statement of Work;
  - (d) Annex B, Basis of Payment;
  - (e) Annex C, Drawing
  - (f) the Contractor's bid dated \_\_\_\_\_ (*date of Bid will be inserted at Contract Award*).

#### **6.12 SACC Manual Clauses**

*SACC Manual* clause A9062C (2011/05/16), Canadian Forces Site Regulations

N° de l'invitation - Solicitation No.

EE517-181275/A

N° de réf. du client - Client Ref. No.

EE517-18-1275

N° de la modif - Amd. No.

File No. - N° du dossier

QCL-7-40151

Id de l'acheteur - Buyer ID

QCL018

N° CCC / CCC No./ N° VME - FMS

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## **ANNEX A - STATEMENT OF WORK**

The " Statement of work", which is enclosed, is to be inserted at this point and forms part of this document.

## ANNEX B - BASIS OF PAYMENT

### 1. Firm Prices

#### 1.1 Snow removal services

Lump sum prices include the supply of labour, materials, products, equipment, machinery, transportation, supervision and all that is necessary to fully complete the work in accordance with the SOW in Annex A.

**Note:** No payment will be made for specific difficulties (snowdrifts, snowfall volume, freezing rain, etc.).

#### 2- Firm price for snow removal services

Snow Removal Services for Snowfalls	
Period	Firm Price
First Year (2017–2018)	_____ \$
Option 1 of 2 (2018-2019)	_____ \$
TOTAL (Applicable Taxes are extra)	_____ \$

N° de l'invitation - Solicitation No.

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N° de réf. du client - Client Ref. No.

EE517-18-1275

N° de la modif - Amd. No.

File No. - N° du dossier

QCL-7-40151

Id de l'acheteur - Buyer ID

QCL018

N° CCC / CCC No./ N° VME - FMS

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## **ANNEX C - DRAWING**

The " Drawing", which is enclosed, is to be inserted at this point and forms part of this document.



## **ANNEXE A : DEVIS**

### **Index du devis / Specs Index**

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**SNOW AND ICE REMOVAL SERVICES  
CONTRAT D'UN AN / ONE YEAR CONTRACT  
QUAI DE / WHARF OF  
BLANC-SABLON**

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Projet/Project n° R.049870.003

Québec, Septembre 2017  
Québec, September 2017

## **1.0 PRODUITS ET ÉQUIPEMENTS**

- 1.1 Le ministère n'est pas responsable des produits et de l'équipement appartenant à l'Entrepreneur et qui subissent des dommages dans l'immeuble et/ou sur le terrain où l'immeuble est situé, ni des effets personnels qui y sont introduits par ses employés.

## **2.0 INSPECTION**

- 2.1 Le Représentant ministériel pourra procéder à l'inspection des travaux pendant leur exécution, afin d'en assurer une exécution adéquate.

## **1.0 SUPPLIES AND EQUIPMENT**

- 1.1 The Department will not be responsible for any damage to the Contractor's supplies and for equipment kept in the buildings or on the grounds where the buildings are situated, nor to the Contractor's employees' personal belongings brought into the buildings.

## **2.0 INSPECTION**

- 2.1 The Departmental Representative may inspect the work while it is being performed in order to ensure proper execution.

## 1.0 SANTÉ ET SÉCURITÉ

- 1.1 L'Entrepreneur doit se conformer à toutes les mesures de sécurité concernant les risques d'incendie et d'accidents, mesures recommandées par les codes nationaux et provinciaux et prescrites par les autorités ayant juridiction sur le matériel, les méthodes et les habitudes de travail.
- 1.2 L'Entrepreneur doit s'assurer de l'entretien et du bon état de tout le matériel et de l'outillage utilisé pour faire les travaux. Le Représentant ministériel se réserve le droit d'empêcher l'utilisation de matériel ou d'outillage jugé dangereux, défectueux ou non approprié. Il est de la responsabilité de l'Entrepreneur de remplacer le matériel ou l'outillage lorsque nécessaire.

## 2.0 CLAUSES GÉNÉRALES

- 2.1 En acceptant ce contrat, l'Entrepreneur accepte de prendre en charge toutes les responsabilités normalement dévolues au maître d'œuvre et à l'employeur en vertu de la *Loi sur la santé et la sécurité du travail* et d'agir comme surveillant des travaux.
- 2.2 L'Entrepreneur doit gérer ses activités de sorte que la santé et la sécurité de son personnel, des occupants des bâtiments ou de l'installation et du public ainsi que la protection de l'environnement aient toujours préséance sur les questions reliées aux coûts et au calendrier des travaux.

**De plus, l'Entrepreneur doit respecter l'ensemble des exigences du présent devis, notamment :**

- 2.3 Respecter en tout temps les dispositions de la *Loi sur la santé et la sécurité du travail*, du *Code de*

## 1.0 HEALTH AND SAFETY

- 1.1 The Contractor shall adhere to all safety measures pertaining to accidents prevention and fire hazards recommended by national and provincial codes and/or prescribed by the authorities having jurisdiction over the equipment, working habits and procedures
- 1.2 The Contractor must ensure that all the materials and equipment used to perform the work are in good working condition. The Departmental Representative reserves the right to have equipment and materials judged to be unsafe, not suitable or defective taken out of service. The Contractor is responsible for supplying suitable replacements.

## 2.0 GENERAL CLAUSES

- 2.1 By accepting this proposed contract, the Contractor agrees to take on all responsibilities normally assumed by the principal Contractor and the employer, pursuant to the *Act Respecting Occupational Health and Safety*, and to supervise all work.
- 2.2 The Contractor must manage his activities such that the health and safety of his personnel, the occupants of the buildings or installation, and the public, as well as environmental protection, always take precedence over issues of cost or work scheduling.

**In addition, the Contractor must respect the whole of the requirements of this specification, in particular:**

- 2.3 Respect at all times the provisions of the *Act respecting occupational Health and Safety*,

*Sécurité pour les travaux de construction et du Règlement sur la santé et la sécurité du travail lorsqu'applicables.*

*the Regulation respecting Occupational Health and Safety, and the Safety Code for the Construction Industry, where applicable.*

2.4 Transmettre au Représentant ministériel un programme de prévention spécifique à l'ensemble des activités qu'il est susceptible de réaliser au moins 10 jours avant le début des travaux. L'Entrepreneur doit, par la suite, mettre à jour son programme de prévention si le cours des travaux diffère des prévisions initiales. Le Représentant ministériel peut, suivant la réception du programme et à tout moment durant le contrat, exiger que le programme soit modifié ou complété pour mieux refléter la réalité du milieu de travail. L'Entrepreneur doit alors apporter les corrections requises avant le début des travaux.

2.4 Provide the Departmental Representative with a work safety plan specific to the whole of the activities that can be realized in the building at least 10 days before the beginning of work. The Contractor must update his program thereafter if the works differ from the initial forecasts. The Departmental Representative can, according to the reception of the program and constantly during the contract, to require that the program be modified or supplemented for better reflecting the reality of the work environment. The Contractor must then make the necessary corrections before the beginning of work.

2.5 Ce programme doit être basé sur l'identification des risques et doit tenir compte des informations et des exigences du présent devis. Le programme doit être mis en application pendant toute la durée du contrat et doit répondre aux exigences suivantes :

2.5 The work safety program must be based on the hazards identified and must take account of all information and requirements of this specification. The program must be applied throughout the contract and must fulfill the following requirements.

- a) Identifier les risques propres à chaque catégorie de tâches qui seront effectuées pour l'exécution du contrat et les mesures préventives correspondantes basées sur les exigences réglementaires;
- b) Identifier la personne responsable de la mise en application des mesures préventives;
- c) Tenir compte des risques pouvant affecter la santé et la sécurité des travailleurs de même que celle des occupants de l'immeuble ou de l'installation et du public;

- a) Identify the risks for each category of task to be carried out under the contract and the corresponding preventive measures based on regulatory requirements.
- b) Identify the person responsible for applying the preventive measures.
- c) Consider the risks that could affect the health and safety of the workers, the occupants of the building or installation, and the public.

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| <ul style="list-style-type: none"><li>d) Inclure une procédure en cas d'accident;</li><li>e) Inclure une grille d'inspection du lieu de travail basée sur le contenu de son identification des risques;</li><li>f) Inclure éventuellement les nouvelles tâches qui pourraient lui être confiées à l'intérieur du présent contrat;</li><li>g) Inclure l'engagement écrit de tous les intervenants à respecter ce programme de prévention;</li></ul> <p>6. Avant l'utilisation annuelle d'un équipement mécanique, transmettre au Représentant ministériel un certificat d'inspection mécanique signé par un mécanicien compétent (par exemple : Chargeurs sur roues).</p> <p>7. Transmettre au Représentant ministériel les copies des certificats de formation qui sont requis pour l'application du présent devis et du programme de prévention.</p> <p>8. Transmettre au Représentant Ministériel toutes les fiches signalétiques des produits contrôlés utilisés sur le lieu de travail, et ce, au moins 3 jours avant leur utilisation sur le lieu de travail.</p> <p>9. S'assurer de l'entretien et du bon état du matériel, de l'équipement, de l'outillage et des équipements de protection utilisés pour effectuer les travaux. Un équipement, un outil ou un équipement de protection qui ne peut être installé ou utilisé sans compromettre la santé et la sécurité des travailleurs ou du public est réputé être inadéquat pour le travail à effectuer.</p> <p>10. Peu importe le nombre de travailleurs affectés aux travaux, désigner une personne qui agira en tant que responsable de la santé et de la sécurité sur le lieu de travail et lui accorder l'autorité nécessaire</p> | <ul style="list-style-type: none"><li>d) Include a procedure in the event of accident;</li><li>e) Include an inspection schedule for the work site based on your risk identification;</li><li>f) Identify new tasks that could possibly be assigned under this contract;</li><li>g) Include written commitment from all parties to comply with the prevention program.</li></ul> <p>6. Prior to the annual use of mechanical equipment, provide the Departmental Representative with a mechanical inspection certificate for machinery used in the work, signed by a competent mechanic (for example: Wheel loader).</p> <p>7. Provide the Departmental Representative with copies of the training certificates required for work covered in this specification and the work safety plan.</p> <p>8. At least 3 days prior to using controlled products at the work site, provide the Departmental Representative with material safety data sheets for these products.</p> <p>9. Make sure of the maintenance and the good condition of the material, the equipment, the tools and the protective gear used to carry out work. Equipment, tools and protective gear which cannot be installed, fitted or used without compromising the health or safety of workers or the public shall be deemed inadequate for the work to be executed. The Departmental Representative reserves the right to prohibit using of this material of tools considered to be dangerous, defective or not suitable.</p> <p>10. Regardless of the number of workers, designate one person as responsible for health and safety at the work site, and grant him/her the authority to order a work stoppage and resumption should</p> |
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pour ordonner l'arrêt et la reprise des travaux lorsqu'il le juge nécessaire pour des raisons de santé et de sécurité.

he/she deem it necessary for health and safety reasons.

11. Assumer les normes de premiers secours et de premiers soins conformément aux politiques et à la réglementation applicables de même qu'à toute autre clause spécifiée dans ce devis.
12. L'Entrepreneur devra s'assurer que ses travailleurs ont reçu la formation et l'information nécessaires pour exécuter les travaux de façon sécuritaire, que tous les outils et équipements de protection requis sont disponibles, conformes aux normes, aux lois et aux règlements et qu'ils sont utilisés.
13. Aviser les travailleurs qu'ils ont le droit de refuser tout travail qui comporte un danger pour leur santé ou leur sécurité.
14. Délimiter votre aire de travail, en contrôler l'accès et barricader au besoin.
15. Prendre toutes les mesures nécessaires pour garder le lieu de travail propre et bien ordonné tout au long des travaux et vous assurer qu'à la fin de chaque journée de travail, le lieu de travail ne comporte aucune condition dangereuse.
16. Lorsqu'un travailleur est susceptible d'exécuter un travail seul dans un lieu isolé où il lui est impossible de demander de l'assistance, identifier les risques liés à cette situation et fournir au Représentant ministériel une procédure visant à prévenir ces risques et à obtenir rapidement de l'aide en cas d'urgence.
17. En cas d'incident imprévu, prendre toutes les mesures nécessaires, incluant l'arrêt des travaux pour protéger la santé et la sécurité des travailleurs et du public et communiquer sans délai avec le Représentant ministériel.

11. Follow first aid and first responder standards in compliance with applicable policies and regulations, as well as any other provision of this specification.
12. The Contractor shall ensure that his workers have received the training and information required to carry out the work safely, and that all required safety devices and equipment are available, are in compliance with standards, laws and regulations, and are used by the workers.
13. Advise workers that they have the right to refuse any work that poses a danger to their health or safety.
14. Mark off the work area; control access and barricade as needed.
15. Take all necessary measures to keep the work site clean and orderly for the duration of the work, and at the end of each workday, ensure that nothing at the work site represents a safety hazard.
16. When a worker is required to work alone in an isolated place where it is impossible for him/her to obtain help, identify the risks involved and provide the Departmental Representative with a procedure aimed at eliminating these risks and rapidly obtaining help in the event of an emergency.
17. In the event of an unexpected incident, take all necessary measures, including imposing a work stoppage, to protect the health and safety of the workers and the public, and immediately notify the Departmental Representative.

**18. Sur ce lieu de travail vous devez tenir compte des particularités suivantes dans l'élaboration de votre programme de prévention.**

- Travaux extérieurs en bordure d'un plan d'eau, risque de chute à l'eau et de noyade.

**18. At the work site, you must take into consideration the special situations listed below when drawing up your work safety plan.**

- Work adjacent to a waterway involving falling and drowning hazards.

### **3.0 DÉNEIGEMENT DE QUAIS-CLAUSES PARTICULIÈRES**

1. En plus de toutes les autres exigences relatives à la santé et à la sécurité du présent devis, l'Entrepreneur doit respecter les exigences suivantes.
2. Tout travailleur affecté aux tâches de déneigement de quais doit porter un dossard de couleur vive muni de bandes réfléchissantes.
3. Tout véhicule ou équipement automoteur utilisé pour le déneigement doit être muni d'un gyrophare. Le gyrophare doit être en fonction lorsque les activités de déneigements sont en cours.
4. Tout véhicule routier de masse nette de plus de 3 000kg utilisé pour le déneigement mécanique doit faire l'objet d'une vérification avant le départ et effectuée quotidiennement conformément aux exigences du Code de sécurité routière.
5. **Pour tout travail de déneigement manuel à moins de 2 mètres de la bordure du quai :**

- a. Chaque travailleur doit utiliser un équipement de protection individuel avec un lien de retenue de longueur suffisamment courte pour l'empêcher en tout temps de tomber à l'eau.
- b. Une zone de protection doit être clairement délimitée et éclairée pour empêcher tout véhicule d'entrer en contact avec le lien de retenue de l'équipement de protection individuelle:

### **3.0 SPECIFIC PROVISION-SNOW REMOVAL FROM DOCKS**

1. In addition to any other safety and health requirements in these specifications, Contractor shall abide by the following.
2. Any worker assigned to snow removal on a dock shall wear a brightly coloured vest fitted with reflector stripes.
3. Any vehicle or self-propelled appliance used of snow-removal shall be fitted with a revolving warning light, which must be switched on throughout snow removal operations.
4. Any road vehicle of net weight exceeding 3 000kg used for mechanical snow removal shall be inspected daily before starting operations, as required under the Highway Safety code.
5. **For any manual snow removal work within 2 metres of the edge of the dock:**

- a. Each worker shall at all times wear individual protective gear, including a safety rope short enough to prevent the wearer from falling in the water.
- b. A safety zone shall be clearly staked out and well enlightened to prevent any vehicle from coming into contact with the safety ropes on the individual protective gear worn.

#### 4.0 TÂCHES

1. L'Entrepreneur se référera au dessin pour les emplacements exacts des différentes surfaces qui doivent être déneigées et nettoyées et savoir comment elles doivent être déneigées et nettoyées, ou prendra les informations requises auprès du Représentant ministériel.
2. S'il advient que l'Entrepreneur cause des dommages aux installations durant l'exécution des travaux (poteaux, garde-fous, pelouse, etc.), il devra, à ses frais, faire les réparations nécessaires à la satisfaction du Représentant ministériel. De plus, il devra ramasser toute accumulation de gravier et/ou de sable de tous les accès de stationnement et aires de services.
3. L'Entrepreneur devra fournir et installer, à la satisfaction du Représentant ministériel, des balises pour marquer les bordures et les contours. De plus, l'Entrepreneur verra à les enlever au printemps.
4. Lorsque le Représentant ministériel aura avisé l'Entrepreneur qu'il y a manquement à ses obligations en vertu de ce contrat, l'Entrepreneur devra, dans l'heure suivant la réception dudit avis, remédier audit manquement à la satisfaction du Représentant ministériel. Dans le cas où l'Entrepreneur ne prendrait pas les dispositions pour remédier audit manquement, dans le temps stipulé dans l'avis, ou qu'il y ait négligence de sa part, le Représentant ministériel pourra sans autre avis prendre les dispositions qui s'imposent pour remédier audit manquement, et les coûts encourus pourront être imputés à l'Entrepreneur.
5. L'Entrepreneur devra fournir à son représentant un téléavertisseur ou un dispositif similaire de communication afin qu'il puisse être rejoint par le Représentant ministériel en tout temps.
6. L'Entrepreneur devra fournir et remplir, où applicable, les contenants de sel biodégradable non-toxique qui devront contenir en tout temps une quantité suffisante de ce produit.

#### 4.0 ACTIVITIES

1. The Contractor will refer to the drawing for the exact locations of the various surfaces to be kept clean and free of snow and to know how the snow shall be removed and the place kept cleaned, or will receive all information required from the Departmental Representative.
2. In the event that the Contractor causes damages to installations during execution of the works (post, railing, lawn, etc.), he/she will be called upon to conduct the necessary repairs, at his/her own expenses, to the satisfaction of the Departmental Representative. Also, he/she shall pick up all accumulation of gravel and/or sand of all access to the parking and service areas.
3. The Contractor shall furnish and install, to the satisfaction of the Departmental Representative, beacons along the curbs and outlines. Also, the Contractor shall see to take them off in the spring.
4. When the Departmental Representative will have advised the Contractor of deficiencies in any of the services included in this contract, corrective actions must be taken within the hour of reception of such notice to the satisfaction of the Departmental Representative. In the case of failure from the Contractor to comply with written instructions within the time limit or of negligence on his part, the Departmental Representative reserves the rights, without further notice, to proceed with the correction of the deficiencies, and the expenses could be charged to Contractor.
5. The Contractor must equip his/her representative with a bellboy or similar equipment so that the Departmental Representative may contact him/her at any time.
6. The Contractor must provide and fill up, where applicable, the non-toxic biodegradable salt containers; these containers must contain at all times a sufficient quantity of this product.



## 1.0 EXÉCUTION DES TRAVAUX

### 1.1 Le travail à exécuter dans ce contrat comprend :

L'enlèvement de la neige, la fourniture et l'épandage de sel biodégradable non toxique sur toutes les surfaces glacées et glissantes de toutes les aires des entrées/sorties, de l'entrepôt, des stationnements, les aires de circulation ainsi que l'enlèvement de la neige et l'épandage de sable et de calcium, lorsque le sel est inefficace, pour maintenir les voies de services et les stationnements exempts de toute accumulation de neige et/ou glace.

Ce travail devra être exécuté 7 jours par semaine incluant les jours fériés.

### 1.2 Toutes les surfaces devront être tenues libres de neige et de glace en tout temps, afin que les piétons et les véhicules circulent librement et sans danger. L'Entrepreneur est responsable de l'enlèvement de la neige dès qu'elle atteint 5 cm, en tout temps.

### 1.3 L'Entrepreneur pourra accumuler la neige jusqu'à un niveau de 6,6 m aux endroits indiqués par le Représentant ministériel. Par la suite, à la demande du représentant ministériel, l'Entrepreneur devra trouver un endroit approprié pour le transport et l'entreposage de l'accumulation de la neige à l'extérieur du terrain.

### 1.4 L'Entrepreneur devra couper, niveler toute butte, cahots et les trous qui auront pu se former sur les surfaces et résultant d'accumulation de neige et/ou glace en tout temps.

### 1.5 Dans l'éventualité d'une tempête de neige, l'Entrepreneur procédera aux opérations de nettoyage, même durant la période de tempête, que ce soit durant le jour ou la nuit.

### 1.6 L'Entrepreneur devra apporter une attention spéciale aux surfaces inclinées et il devra, en tout temps, dégager l'accès aux bornes fontaines, aux bornes d'amarrage et aux prises électriques. Il devra aussi, en tout temps, dégager et entretenir les entrées et sortie d'urgence. L'Entrepreneur devra déblayer manuellement, avec précaution, toutes les surfaces inaccessibles à l'équipement motorisé.

## 1.0 EXECUTION

### 1.1 The work to be executed under this contract includes :

The removal of snow, the supply and spreading of non-toxic biodegradable salt on all icy and slippery surfaces of all entrances/exits, warehouse, parking lots, circulation areas, and also the removal of snow and spreading sand and calcium, when salt is not efficient, to maintain all service roads and parking lots free of snow and/or ice.

This work shall be executed 7 days a week including general holidays.

### 1.2 All surfaces are to be kept free of snow and ice at all times so that pedestrians and vehicles may circulate freely and safely. The Contractor is responsible to remove all snow when it reaches 5 cm at all times.

### 1.3 The Contractor could accumulate the snow until a level of 3.6 m at locations indicated by the Departmental Representative. Afterwards, on request by the Departmental Representative, the Contractor shall find an appropriate place to transport and store all accumulation of snow at the exterior of site.

### 1.4 The Contractor shall cut, level all mounds, bumps and holes, that might have taken form on all surfaces and resulting of accumulation of snow and/or ice at all times.

### 1.5 In the event of a snowstorm, the Contractor will carry out cleaning operations even during the storm, whether it's day or night time.

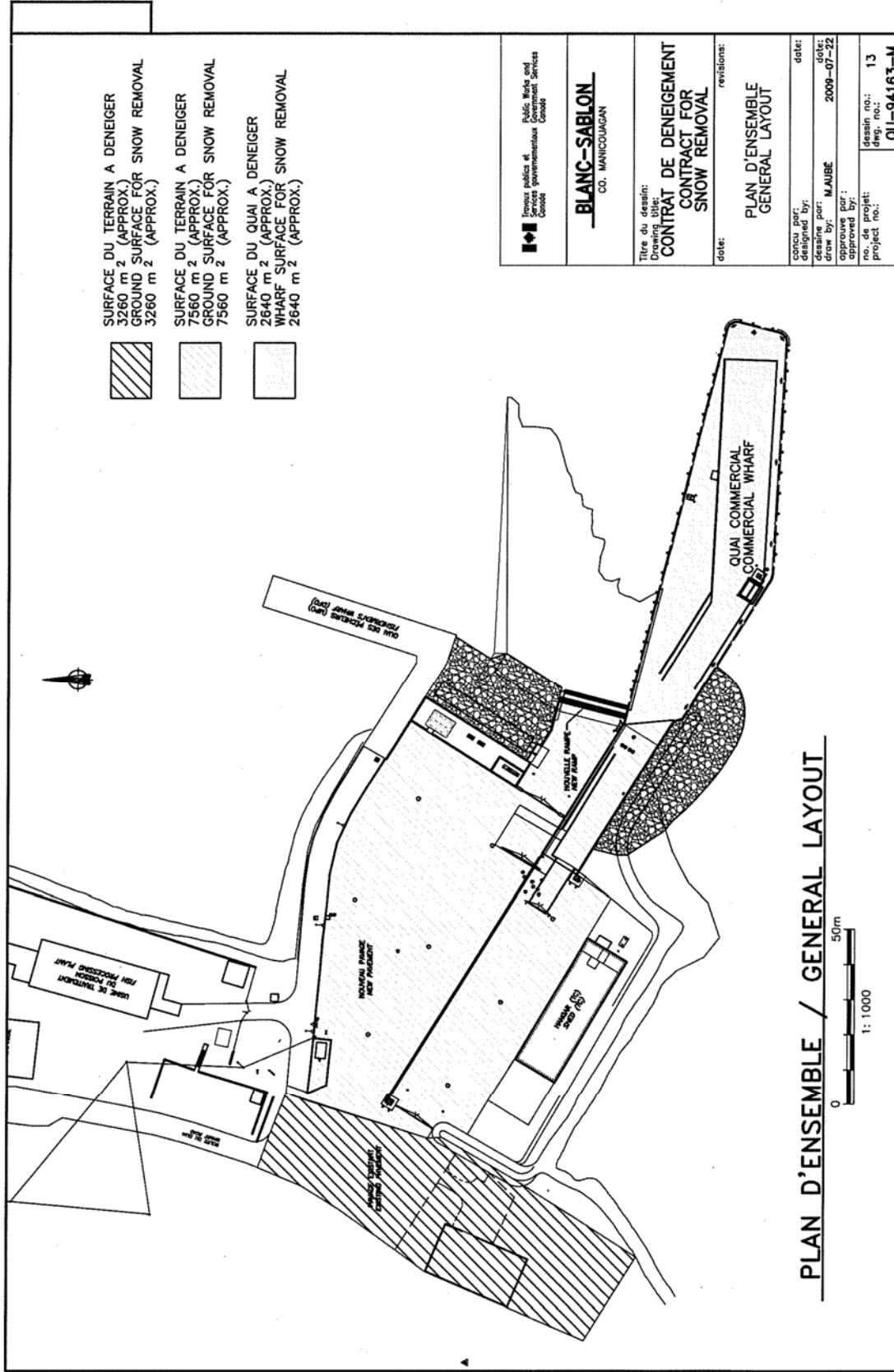
### 1.6 The Contractor will pay special attention to the slopes and will provide clear and ready access to all fire hydrants, bollards and electric outlets, at all times. He will also remove all snow and provide a clear and ready access to all entrances and emergency exits at all times. The Contractor must clear manually and carefully all surfaces inaccessible to the light motorized equipment.

1.7 L'Entrepreneur devra déblayer les surfaces indiquées afin de permettre un accès facile aux zones de chargement et de déchargement ainsi qu'aux surfaces spécifiées. Lors d'une chute de neige assez considérable, afin d'être expéditif, il sera permis de pousser et de laisser s'accumuler la neige aux limites ou bornes des zones en question, pour ensuite l'entasser et/ou l'enlever dès la fin de la tempête aux endroits indiqués par le Représentant ministériel ou sur demande urgente du Représentant ministériel.

1.8 Au printemps, l'Entrepreneur devra nettoyer toutes les surfaces indiquées au plan. De plus, l'Entrepreneur devra râteler la pelouse et ramasser tous les débris jonchant sur la pelouse.

1.7 The Contractor will be called upon to clear the areas indicated in order to provide easy accessible use of the loading and unloading zones and of designated areas. During a heavy snowstorm, in order to expedite the work, the snow can be pushed to the limits of the yards involved and it must be stack up and/or remove at the end of the storm on places indicated by the Departmental Representative or upon an urgent request from the Departmental Representative.

1.8 In spring, the Contractor shall clean all the surfaces indicated on plan. Also, the Contractor shall rake the lawn and pick up all debris that lies on the lawn.



Travaux publics et  
Services gouvernementaux  
Government Services  
Canada

**BLANC-SABLON**  
CO. MANICOUAGAN

Titre du dessin:  
Drawing title:  
**CONTRAT DE DENEIGEMENT  
CONTRACT FOR  
SNOW REMOVAL**

date:  
revisions:  
**PLAN D'ENSEMBLE  
GENERAL LAYOUT**

dessiné par: designed by:	date: date:
dessiné par: drawn by:	date: date:
approuvé par: approved by:	no. de projet: project no.:
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