

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 1T3  
Bid Fax: (902) 496-5016**

## **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

**Proposal 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.

**Proposition 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 sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Brush Clearing - Millcove	
<b>Solicitation No. - N° de l'invitation</b> W010C-15C500/A	<b>Date</b> 2014-11-20
<b>Client Reference No. - N° de référence du client</b> W010C-15-C500	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-219-9383	
<b>File No. - N° de dossier</b> HAL-4-73143 (219)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-08</b>	<b>Time Zone Fuseau horaire</b> Atlantic Standard Time AST
<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> Richard, Linda K.	<b>Buyer Id - Id de l'acheteur</b> hal219
<b>Telephone No. - N° de téléphone</b> (902) 496-5261 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE BASE CONSTRUCTION ENGINEERING WILLOW PARK BLDG 7 HALIFAX NOVA SCOTIA B3K5X5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9  
Nova Scot

<b>Delivery Required - Livraison exigée</b> See Herein	<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 (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation

**W010C-15C500/A**

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

**hal219**

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

**W010C-15-C500**

File No. - N° du dossier

**HAL-4-73143**

CCC No./N° CCC - FMS No/ N° VME

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 REQUIREMENT .....	2
1.2 DEBRIEFINGS .....	2
1.3 TRADE AGREEMENTS .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>2</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	2
2.2 SUBMISSION OF BIDS .....	2
2.3 FORMER PUBLIC SERVANT .....	3
2.4 ENQUIRIES - BID SOLICITATION .....	4
2.5 APPLICABLE LAWS .....	4
<b>PART 3 - BID PREPARATION INSTRUCTIONS .....</b>	<b>5</b>
3.1 BID PREPARATION INSTRUCTIONS .....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>5</b>
4.1 EVALUATION PROCEDURES .....	5
4.2 BASIS OF SELECTION .....	6
<b>PART 5 - CERTIFICATIONS .....</b>	<b>6</b>
5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD .....	6
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>7</b>
6.1 SECURITY REQUIREMENTS .....	7
6.2 REQUIREMENT .....	7
6.3 STANDARD CLAUSES AND CONDITIONS .....	7
6.4 TERM OF CONTRACT .....	8
6.5 AUTHORITIES .....	8
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	9
6.7 PAYMENT .....	9
6.8 INVOICING INSTRUCTIONS .....	9
6.9 APPLICABLE LAWS .....	10
6.11 PRIORITY OF DOCUMENTS .....	10
6.12 SACC <i>MANUAL</i> CLAUSES .....	10
<b>ANNEX "A" .....</b>	<b>11</b>
REQUIREMENT .....	11
<b>ANNEX "B" .....</b>	<b>12</b>
BASIS OF PAYMENT .....	12
<b>ANNEX "C" - LIST OF DIRECTORS .....</b>	<b>13</b>

---

## PART 1 - GENERAL INFORMATION

### 1.1 Requirement

Fence line needs to be cleared for Security, road ways need to be cleared for easier access to antennas, and all antennas need to be clear for regular maintenance to be carried out.

Scope: Have fence line cleared of brush 6' on the outside 10' on the inside. Fence line is 3.44 kilometers long. Bigger brush needs to be removed or chipped. Swamp areas are to be cleared as best possible.

Main road way cleared of brush where the fence line starts leading up to the main gate of the building from shoulder off road to fence line both sides. Bigger brush to be removed or chipped.

All access roads leading to antennas cleared of brush 6' on each side of roadways. Bigger brush needs to be removed or chipped.

To have all the antennas cleared of brush from guy line anchor point to guy line anchor points which includes under the antennas. These antennas are all in the main compound. Bigger brush to be removed or chipped up.

### 1.2 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.

### 1.3 Trade Agreements

"The requirement is limited to Canadian goods and/or services."

## 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>) 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 (2014-09-25) 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.

## 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.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority 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 Nova Scotia.

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.

## **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 copy)

Section II: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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 required under Part 5.

## **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 including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

See Annex "A" Requirement

#### **4.1.2 Financial Evaluation**

SACC Manual Clause [A0220T](#) (2014-06-16), Evaluation of Price

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

SACC Manual Clause A0031T (2010-08-16) Basis of Selection Mandatory Technical Criteria

### **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

#### **5.1 Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

##### **5.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#) ([OR insert 2004, as applicable](#)). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

##### **5.1.2 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



---

([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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.

### 5.1.3 Additional Certifications Precedent to Contract Award

#### 5.1.3.1 Canadian Content Certification A3056T

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

5.1.3.1.1 SACC Manual clause [A3050T](#) (2010-01-11) Canadian Content Definition

## 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

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Requirement

The Contractor must provide brush cutting services in accordance with the Requirement 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>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

[2010C](#) (2014-09-25) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Delivery Date

All the deliverables must be received as soon as possible after award of contract.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Linda Richard  
Title: Supply Officer  
Public Works and Government Services Canada  
Address: 1713 Bedford Row  
Halifax, NS B3J 3M9  
  
Telephone: (902) 496-5261  
Facsimile: (902) 496-5016  
E-mail address: [linda.k.richard@pwgsc-tpsgc.gc.ca](mailto:linda.k.richard@pwgsc-tpsgc.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 NAMED UPON AWARD OF CONTRACT)**

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 (Please complete)

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

Solicitation No. - N° de l'invitation  
W010C-15C500/A  
Client Ref. No. - N° de réf. du client  
W010C-15-C500

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-4-73143

Buyer ID - Id de l'acheteur  
HAL-219  
CCC No./N° CCC - FMS No./N° VME

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

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

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" for a cost of \$ \_\_\_\_\_ *insert the amount at contract award*). 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 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

### 6.7.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

## 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.

### 6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 6.9 Applicable Laws

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

### 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 (2014-09-25) General Conditions - Services (Medium Complexity;
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

### 6.12 SACC Manual Clauses

SACC Manual clause A9062C (2011-05-16) Canadian Forces Site Regulations

Solicitation No. - N° de l'invitation  
W010C-15C500/A  
Client Ref. No. - N° de réf. du client  
W010C-15-C500

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-4-73143

Buyer ID - Id de l'acheteur  
HAL-219  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX "A"**

### **REQUIREMENT**

See Attached Specification "Brush Clearing Mill Cove" dated 2014-10-30.

## ANNEX "B"

### BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price. 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.

Item	Description	Qty/UI	Firm Unit Price
1	To have fence line cut 6' on the outside, 10' on the inside of all fence lined cleared. Bigger brush to be removed or chipped up. Fence line is 3.44 kilometers long.	1 cut	\$
2	To have the main road where the fence line starts, up to the building main gate cleared of brush. Bigger brush to be removed or chipped up.	1 cut	\$
3	To have all access roads to antennas cleared of brush 6' on each side of roadways. Bigger brush to be removed or chopped.	1 cut	\$
4	To have all antennas cleared of brush from guy line anchor point to guy line anchor point on antennas in main compound. Bigger brush to be removed or chipped up.	1 cut	\$
TOTAL			\$

Solicitation No. - N° de l'invitation  
W010C-15C500/A  
Client Ref. No. - N° de réf. du client  
W010C-15-C500

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-4-73143

Buyer ID - Id de l'acheteur  
HAL-219  
CCC No./N° CCC - FMS No./N° VME

---

## ANNEX "C" - LIST OF DIRECTORS

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.

Legal Name of Company:	
Corporate Address:	
Procurement Business Number:	
<b>DIRECTORS - NAMES</b>	<b>DIRECTORS - TITLES</b>

Department of National Defence



Specification

Contract - Minor Works

## **Brush Clearing Mill Cove**

CFB Halifax, NS

Job No.W010C-15-C500

2014-10-30



<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	7
01 35 35	DND Fire Safety Requirements	4
01 35 43	Environmental Procedures	2

## PART 1 - GENERAL

### 1.1 SAFETY MEASURES

- .1 Observe and enforce construction safety measures complying with the requirements of the following statutes and authorities:
  - .1 Canada Labour Code Part II and the Canadian Occupational Health and Safety Regulations.
  - .2 Nova Scotia Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.
  - .3 Most recent amendments to the National Building Code of Canada, Part 8 and National Fire Code of Canada.
  - .4 Department of National Defence and Base / Wing Safety Regulations.
- .2 Refer to Section 01 35 35 DND Fire Safety Requirements.
- .3 Engineer will provide a copy of any relevant special written instructions to be followed.
- .4 **Before Work Begins**
  - .1 Bidder / Tender to provide documentation if requested by the Crown, indicating all safety training attained for each person who will be involved with the Contract.
- .5 The following disciplinary measures will be taken for any violations of safety under this Contract:
  - .1 **First Violation:** Verbal warning issued to the Contractor for the first violation of a safety regulation ( Violation will be documented on Contract file, copy to Contractor, DCC or PWGSC ).
  - .2 **Second Violation:** Written warning to Contractor for second violation of a safety regulation ( Violation will be documented on Contract file, copy to Contractor, DCC or PWGSC ).
  - .3 **Third Violation:** A third violation of a safety regulation may result in the termination of the Contract with a recommendation to the Contracting Authority that the Contractor be denied access to Base Construction Engineering contracts ( Documented to Contract file, copies to Contractor, DCC or PWGSC ).

1.1 SAFETY  
MEASURES  
(Cont'd)

- .5 (Cont'd)
- .4 **Serious Violation:** For a serious violation of a safety regulation as deemed by a regulator, project manager or safety officer, a recommendation will be made to the Contracting Authority to immediately terminate the Contract / Standing Offer ( Violation documented on Contract file, copies to Contractor, DCC or PWGSC ).
- .5 **Charges Laid or Guilty Determination by Courts:** Infractions of safety regulations that result in charges being laid by a regulator against the Contractor or the Contractor being found guilty by the courts may result in that Contractor being denied access to Base Construction Engineering contracts.

1.2 HAZARD  
ASSESSMENTS

- .1 Contractor must implement and carry out a health and safety hazard assessment program as part of the Work. Program to include:
- .1 **Initial Hazard Assessment:** Carried out upon notification of Contract award and / or prior to commencement of Work.
- .2 **On-going Hazard Assessments:** Performed during the progress of Work identifying new or potential health risks and safety hazards not previously known. As a minimum, hazards assessments must be carried out when:
- .1 new sub-trade work, new sub-contractor-(s) or new workers arrive at the site to commence another portion of the Work;
- .2 the scope of Work has been changed;
- .3 Work conducted in confined spaces; and
- .4 potential hazard or weakness in current health and safety practices are identified by the Engineer.
- .2 Hazard assessments will be project and site specific, based on review of Contract documents and site.
- .3 Each hazard assessment to be made in writing. Keep copies of all assessments on site for duration of Work. Upon request, make available to Engineer.
- .4 The Contractor must notify the Engineer of suspected hazardous material during work and not apparent from drawings, specifications, or report pertaining to work ( e.g. lead, asbestos etc. ). Do not disturb such material pending instructions from the Engineer. The Engineer will make the necessary arrangements for testing the material as required.



1.3 ASBESTOS  
PRODUCT &  
ASBESTOS  
ACTIVITY

- .1 Within the confines of the Base, the provision of new products containing fibrous asbestos materials is prohibited.
- .2 Demolition or disturbance of spray or trowel-applied asbestos can be hazardous to health. Should material resembling spray or trowel-applied asbestos be encountered in course of work, stop work and notify Engineer immediately. Do not proceed until written instructions have been received from Engineer.

1.4 HAZARDOUS  
MATERIAL SPILL

- .1 The Contractor or sub-contractors must report to the DND Fire Hall and the Engineer any incident or spill involving hazardous materials ( HAZMAT ).
- .2 In the event of a hazardous material spill, the following procedures for initial actions must be followed:
  - .1 ensure safety of all personnel;
  - .2 assess spill hazards and risks;
  - .3 ventilate area if release is indoors and remove all sources of ignition;
  - .4 stop the spill if safely possible ( e.g. shut off pump, replace cap, tip drum upward, patch leaking hole etc. ).
  - .5 no matter the volume is, contact the DND fire hall and provide the following information:
    - .1 time of the spill;
    - .2 location;
    - .3 special considerations:
      - .1 personal safety;
      - .2 environmental.
    - .4 type and amount of spill;
    - .5 person reporting the spill:
      - .1 name;
      - .2 company; and
      - .3 telephone number.
    - .6 contain the spill;
    - .7 isolate the area as required;

1.4 HAZARDOUS  
MATERIAL SPILL  
(Cont'd)

- .2 (Cont'd)  
.5 (Cont'd)  
.8 contact the Engineer; and  
.9 clean up minor spills using appropriate protective equipment and supplies.

1.5 FASTENING  
DEVICES EXPLOSIVE  
ACTUATED

- .1 Explosive actuated devices must not be used.

1.6 HOT WORK

- .1 All hot work activity is to take place with Engineer's approval and written permission from the Base Fire Chief ( Hot work permit ). Hot work permits and fire-watch requirements will be provided by the Dockyard fire hall at 427-3500.  
.2 The ventilation system in the area of any hot work activity is to be isolated to prevent migration of fumes / smoke and to reduce any possible spread of fire to other areas of the facility.  
.3 Contractor is to employ an employee trained in the use of fire extinguishers as fire watch during any hot work for a minimum of 30 minutes after activity has ceased.

1.7 CONFINED  
SPACES

- .1 All work in confined spaces will be carried out in compliance with the Canada Occupational Safety and Health Regulations, Part XI.  
.2 The Contractor to provide and maintain all equipment as required by any person to enter and / or perform work in a safe manner, in compliance with the Canada Occupational Safety and Health Regulations, Part XI.  
.3 The Contractor to provide and maintain training, as required by the Canada Occupational Safety and Health Regulations, Part XI.  
.1 The Contractor and / or his employees must provide proof of training and qualifications when requested by the Engineer.  
.4 The Contractor to provide the Engineer with a copy of an " Entry Permit " for each and every entry into the confined space to ensure compliance with the Canada Occupational Safety and Health Regulations, Part XI.

1.7 CONFINED  
SPACES  
(Cont'd)

- .5 The Contractor to have a hazard assessment of the confined space performed.
- .1 The Contractor to provide the Engineer with a copy of the hazard assessment.

1.8 FALL  
PROTECTION

- .1 All work carried out above the mandatory height restrictions, from unguarded structure and / or scaffolding, will be done in compliance with the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10.
- .2 The components of a fall protection system must meet the standards as outlined in the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10 ( 2 ).
- .3 The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified technician as required by the Canada Occupational Safety and Health Regulations, Part XII, Section 12.3.

1.9 ARC FLASH

- .1 The Contractor is to ensure all electrical equipment such as switchboards, panel boards, motor control centres and meter socket enclosures be marked to warn persons of potential electric shock and arc flash hazards. This labeling is required for all new & modified installations.
- .2 The warning label must also include information regarding " arc flash hazard category ( 0 to 4 ) " and the " Flash Protection Boundary " as defined in NFPA 70E. All projects specifications must include short circuit study and flash hazard analysis.
- .3 In accordance with the CSA Standards Z462-08 para 4.3.3.3 Electrical Contractors are required to perform a shock and flash hazard analysis to select the appropriate PPE to wear. Electrical Contractors are required arc-rated personal protective equipment while troubleshooting and diagnostic testing that cannot be performed unless the electrical conductor or circuit part is energized. All Contractor work practices must protect each employee from arc flash and from contact with live parts directly with any part of the body or indirectly through some other conductive object.

1.10 SAFETY

- .1 The Contractor must perform site hazard assessments to establish site specific safe work practice procedures for the safety and well being of his / her employees. Copies must be made available to Department of National Defence upon request.



1.10 SAFETY  
(Cont'd)

- .2 All copies of the formal hazard assessments conducted by the Contractor throughout the duration of the work will be retained and made available to the Engineer immediately upon request.
- .3 It is the Contractor's responsibility to be familiar with all applicable safety acts, regulations, codes and Contract requirements. These must be identified and addressed in the safety plan, by identifying Standard Operating Procedures ( SOP ) and safe work practices ( SWP ) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which will become mandatory.
- .4 The Contractor must ensure all workers and authorized persons entering the work site are notified of and abide by the posted safety plan, safety rules, procedures, safe work practices and applicable safety acts, regulations, and codes. Any person not complying with these will not be permitted on the site.
- .5 Contractor must ensure that all applicable personal protective equipment ( PPE ) is used.
  - .1 All personnel are required to wear hard hats, in accordance with CSA Z94.1-05 ( R2013 ).
  - .2 All personnel are required to wear safety footwear, in accordance with CSA Z195-09.
  - .3 All personnel are required to wear eye & face protection, in accordance with CSA Z94.3.1-09.
  - .4 When and where noise level is above 85 decibels; all personnel are required to wear hearing protection, in accordance with CAN/CSA Z94.2-02( R2011 ).
  - .5 Where toxic or noxious gas fumes, or oxygen deficiency or excessive dust may occur, so as to create a hazard to life, safety or health; all personnel are required to wear respiratory protection, in accordance with CSA Z94.4-11.
- .6 The Engineer will coordinate arrangements for the Contractor to be briefed on site safety within fourteen ( 14 ) days of award of Contract.

1.11 SITE SIGNS  
AND NOTICES

- .1 Safety and instruction signs and notices:
  - .1 Signs and notices for safety and instruction must be in both official languages. Graphic symbols must conform to latest version of " Signs and Symbols for the Workplace ".

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.



PART 1 - GENERAL

1.1 EMERGENCY  
REPORTING

- .1 Telephone numbers:
- .1 Base phone: dial 9-1-1;
- .2 Cell phone: 427-3333.

1.2 FIRE SAFETY  
ENFORCEMENT

- .1 Within the confines of the Base, the prescription and enforcement of mandatory fire safety measures will be exercised under the authority of the Base Fire Chief.
- .2 Comply with and enforce compliance by all Contractor personnel with all requirements of this specification section, and with the most recent edition of the National Building Code of Canada ( NBC ) and the National Fire Code of Canada ( NFC ), including all subsequent revisions issued by the National Research Council of Canada.
- .3 The Engineer reserves the right to require the dismissal from site of persons deemed careless or otherwise in violation of the fire safety requirements.

1.3 FIRE SAFETY  
BRIEFING

- .1 Prior to commencement of work under this Contract, the Engineer will arrange a meeting of all parties concerned to review and clarify requirements for fire safety measures. This may involve a briefing by the Base Fire Chief.
- .2 The Engineer will provide direction for reporting of fire including the emergency telephone number for fire reporting and location of fire alarms within or adjacent to work area.

1.4 FIRE WATCH

- .1 For hot work activity, the Contractor will provide the service of fire-watch persons on a scale and schedule as prescribed by the Dockyard fire hall at the time of issuance of the hot work permit.

1.5 FIRE  
EXTINGUISHERS

- .1 Provide and maintain in operational condition fire extinguishers as prescribed by the Base Fire Chief.

1.6 SMOKING  
PRECAUTIONS

- .1 In accordance with these fire safety requirements particular to the work area and site, the Engineer and Base Fire Chief will designate hazardous areas as well as non-restricted areas where smoking may be permitted.
- .2 Smoking is prohibited in all buildings.
- .3 In all other areas, exercise care and comply with written or oral directives of the Engineer for the use of smoking materials.

1.7 REPORTING  
FIRE INCIDENTS

- .1 Report immediately all fire incidents as follows:
  - .1 activate nearest fire alarm, or
  - .2 dial 9-1-1 or designated number given at the time of briefing; and
  - .3 telephone the Engineer.
- .2 Persons activating fire alarm must remain at the alarm to direct the Fire Department to the scene of the fire.
- .3 When reporting a fire by telephone, give location of fire, name and number of building and be prepared to direct the Fire Department to the scene of the fire.

1.8 INTERIOR &  
EXTERIOR FIRE  
PROTECTION AND  
ALARM SYSTEM

- .1 Notify Base Fire Chief at least 48 hours prior to scheduling any work that may require fire alarm and / or protection systems to be:
  - .1 obstructed in any way;
  - .2 shut-off; and / or
  - .3 left inactive at the end of a working day or shift.
- .2 Do not commence any such work until Engineer confirms approval and direction by the Base Fire Chief.
- .3 Fire hydrants, standpipes and hose systems must not be used for other than fire fighting purposes unless authorized by the Engineer and the Base Fire Chief.

1.9 BLOCKAGE OF  
ACCESS FOR FIRE  
APPARATUS

- .1 Obtain approval of the Engineer and Base Fire Chief 24 hours prior to commencing any work that by any means would impede access for fire fighting apparatus. Immediately notify the Engineer of any infringement on minimum vertical or horizontal clearances either inside or outside buildings, as prescribed by the Base Fire Chief.

1.10 RUBBISH &  
WASTE MATERIAL

- .1 Storage:
  - .1 Where it is necessary to store oily waste in work areas exercise extreme care to ensure maximum possible safety and cleanliness.
  - .2 Greasy or oily rags or materials subject to spontaneous combustion must be deposited and kept in a receptacle approved by the Base Fire Chief and removed as directed by the Engineer.
- .2 The burning of rubbish is prohibited.
- .3 Removal:
  - .1 All rubbish must be removed from the work site at the end of the work day or shift or as directed by the Engineer.

1.11 FLAMMABLE AND  
COMBUSTIBLE  
LIQUIDS

- .1 Handling, storage and use of flammable and combustible liquids governed by current National Fire Code of Canada and guided by the requirements established by the Base Fire Chief.
- .2 Keep flammable and combustible liquids such as gasoline, kerosene and naphtha for ready use in quantities not exceeding 30 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 30 litres for work purposes requires permission of Base Fire Chief.
- .3 The Engineer reserves the right to require removal from the site any storage containers not acceptable to the Base Fire Chief.
- .4 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .5 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .6 Do not use flammable liquids having flash point below 38 degrees C such as naphtha or gasoline as solvents or cleaning agents.
- .7 Store flammable and combustible waste liquids, for disposal, in approved containers located in safe ventilated area. Keep quantities minimum and Fire Department is to be notified when disposal is required.



1.12 HAZARDOUS  
SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and / or explosives, or otherwise creating hazard to life, safety or health, in accordance with National Fire Code of Canada.
- .2 Obtain from Base Fire Chief a "hot work" permit for work involving welding, burning or use of blowtorches and salamanders, in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for fire watch is at discretion of Base Fire Chief. Contractors are responsible for providing fire watch service for work on scale established and in conjunction with Base Fire Chief at pre-work conference.
- .4 Provide ventilation where flammable liquids, such as lacquers or urethanes are used, eliminate sources of ignition. Inform Base Fire Chief prior to and at cessation of such work.

1.13 FIRE  
INSPECTION

- .1 Co-ordinate site inspections by Base Fire Chief through Engineer.
- .2 Allow Base Fire Chief unrestricted access to work site.
- .3 Co-operate with Base Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy unsafe fire situations observed by Base Fire Chief.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

## PART 1 - GENERAL

### 1.1 DEFINITIONS

- .1 **Environmental Pollution and Damage:** Presence of chemical, physical, biological elements or agents which adversely affect human health and welfare; unfavourably alter ecological balances of importance to human life; affect other species of importance to human kind; or degrade environment aesthetically, culturally and / or historically.
- .2 **Environmental Protection:** Prevention / control of pollution and habitat or environment disruption during construction. Control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

### 1.2 FIRES

- .1 Fires and burning of rubbish on site not permitted.

### 1.3 DRAINAGE

- .1 Provide temporary drainage and pumping required to keep excavations and site free from water.
- .2 Ensure pumped water into waterways, sewer or drainage systems is free of suspended materials.
- .3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

### 1.4 SITE CLEARING AND PLANT PROTECTION

- .1 Protect trees and plants on site and adjacent properties as indicated.
- .2 Wrap in burlap, trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to height of 2 m minimum.
- .3 Minimize stripping of topsoil and vegetation.
- .4 Restrict tree removal to areas indicated or designated by Engineer.

1.5 WORK ADJACENT  
TO WATERWAYS

- .1 Construction equipment to be operated on land only.
- .2 Do not use waterway beds for borrow material.
- .3 Waterways to be free of excavated fill, waste material and debris.
- .4 Design and construct temporary crossings to minimize erosion to waterways.
- .5 Do not skid logs or construction materials across waterways.
- .6 Avoid indicated spawning beds when constructing temporary crossings of waterways.

1.6 POLLUTION  
CONTROL

- .1 Maintain temporary erosion and pollution control features installed under this Contract.
- .2 Control emissions from equipment and plant to local authorities' emission requirements.
- .3 Prevent sandblasting and other extraneous materials from contaminating air and waterways beyond application area.
  - .1 Provide temporary enclosures where directed by Engineer.
- .4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

