

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

**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**

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

<b>Title - Sujet</b> Coal Screening - CBO	
<b>Solicitation No. - N° de l'invitation</b> EP899-160734/A	<b>Date</b> 2015-07-20
<b>Client Reference No. - N° de référence du client</b> EP899-16-0734	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWA-110-5260
<b>File No. - N° de dossier</b> PWA-5-74052 (110)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-08-05</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<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> Collier (PWA), Susan	<b>Buyer Id - Id de l'acheteur</b> pwa110
<b>Telephone No. - N° de téléphone</b> (902) 496-5350 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA SEE HEREIN Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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</b> <b>(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

EP899-160734/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwa110

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EP899-16-0734

PWA-5-74052

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See attached Invitation to Tender (ITT).

## **INVITATION TO TENDER**

Standard ITT

### **IMPORTANT NOTICE TO BIDDERS**

#### **SUPPORT THE USE OF APPRENTICES**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI11.

#### **INTEGRITY PROVISIONS - BID**

Important changes have been made to the Integrity Provisions as of July 3<sup>rd</sup> 2015. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

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### **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2015-07-03)**

The following GI's are included by reference and are available at the following Web Site

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 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 GI01 Integrity Provisions - Bid of General Instructions – Construction Services – Bid Security Requirements, R2710T. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### **SI02 BID DOCUMENTS**

1. The following are the bid documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2015-07-03)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

### **SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### **SI04 OPTIONAL SITE VISIT**

There will be a site visit on July 29<sup>th</sup>, 2015 at 2:00pm. Interested bidders are to meet at Nova Scotia Power Inc., Lingan Generating Station 2599 Hinchey Ave., Lingan, N.S. B1H 5E6

Bidders are requested to communicate with the Contracting Authority, Susan Collier at 902-496-5350 or by email at [susan.collier@pwgsc-tpsgc.gc.ca](mailto:susan.collier@pwgsc-tpsgc.gc.ca) no later than Monday July 27<sup>th</sup>, 2015 to confirm

attendance and provide the name(s) of the person(s) who will attend. Due to the secure site, if no bidders confirm by July 27<sup>th</sup>, 2015 to visit the work site the scheduled site visit opportunity will be cancelled and not rescheduled. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

#### **SI05 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with G110 of R2710T. The facsimile number for receipt of revisions is (902) 496-5016.

#### **SI06 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling / faxing at number. (902) 496-5001

#### **SI07 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

#### **SI08 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI08 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI08 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under G111 of R2710T .

## **SI09 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Obtaining more copies shall be the responsibility of the Contractor including costs.

## **SI10 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 4) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios \* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 4.

If you accept fill out and sign Appendix 4

*\* The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*



## SI11 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505) [http://www.tpsgc-pwgsc.gc.ca/app-](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf)

[acq/forms/documents/505.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf)

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY CLEARANCE RELATED REQUIREMENTS, DOCUMENT**

There is no document security requirement applicable to this Contract.

### **SC02 INSURANCE TERMS**

#### **1) Insurance Contracts**

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### **2) Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

#### **3) Proof of Insurance**

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### **4) Insurance Proceeds**

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

#### **5) Deductible**

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

## CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses
  - GC1 General Provisions – Construction Services R2810D (2015-07-03);
  - GC2 Administration of the Contract R2820D (2015-02-25);
  - GC3 Execution and Control of the Work R2830D (2015-02-25);
  - GC4 Protective Measures R2840D (2008-05-12);
  - GC5 Terms of Payment R2850D (2015-02-25);
  - GC6 Delays and Changes in the Work R2860D (2013-04-25);
  - GC7 Default, Suspension or Termination of Contract R2870D (2008-05-12);
  - GC8 Dispute Resolution R2880D (2015-04-01);
  - GC9 Contract Security R2890D (2014-06-26);
  - GC10 Insurance R2900D (2008-05-12);
  - Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);
  - Supplementary Conditions
- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

## **BID AND ACCEPTANCE FORM (BA)**

### **BA01 IDENTIFICATION**

Domestic Coal Screening Contract

To supply coal for domestic heating purposes to eligible former employees of the Cape Breton Development Corporation.

### **BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

### **BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

### **BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of (thirty) [ 30 ] days following the date of solicitation closing.

### **BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

### **BA06 CONSTRUCTION TIME**

The Contractor shall perform and complete the Work on or before September 30, 2015 from the date of notification of acceptance of the offer.

### **BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

### **BA08 SIGNATURE**

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date

## APPENDIX 1 - PRICE FORM (1 page)

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

### UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
	As per Statement of Work Annex A	Screened coal	tonnes	420	\$	\$
	As per Statement of Work Annex A	Pea Coal	tonnes	840	\$	\$
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding applicable tax(s)						

<b>TOTAL BID AMOUNT</b> Excluding applicable tax(s)	
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**APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND OR OWNER OF THE BIDDER**

**NOTE TO BIDDERS**  
**WRITE DIRECTOR'S AND OR OWNERS SURNAMES AND GIVEN NAMES**

[illegible]

### APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

*Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C*

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

Signature: \_\_\_\_\_

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

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Number of company employees: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

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To be completed and provided to the contractor at time of contract award.

#### **APPENDIX 4 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY**

##### **TO BE PROVIDED AT CONTRACT AWARD.**

Contracting Authority is :

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

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

Department : \_\_\_\_\_

Division : \_\_\_\_\_

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

e-mail : \_\_\_\_\_

Technical Authority is :

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

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

Department : \_\_\_\_\_

Division : \_\_\_\_\_

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

e-mail : \_\_\_\_\_



## **ANNEX A – STATEMENT OF WORK**

### **Title:**

Domestic Coal Screening Contract

### **Background:**

In June of 2014 the liabilities of the former Cape Breton Development Corporation were transferred by federal legislation to Public Works and Government Services Canada (PWGSC). Included among these liabilities is an obligation to supply coal for domestic heating purposes to eligible former employees of the Cape Breton Development Corporation. The coal for the program is purchased from Nova Scotia Power Inc.

### **Scope:**

The coal is screened by a contractor engaged by PWGSC. Screening is performed on site at NSPI's Lingan Generating Station. Coal is screened into two specific sizes (screened size for shovel feeding and pea size for stoker feeding – hereinafter referred to as screened coal and pea coal). The screening contractor is also required to ship the coal to distribution yards in Dominion, N.S. and Sydney Mines, N.S.

Required yield from screening Operations: 1,260 tonnes\*

Above total consists of approx. 420 tonnes of screened and 840 tonnes of pea coal.

Approx. 325 tonnes of above will be required to be shipped to the Sydney Mines Coal Yard

Screened and pea coal will be weighed upon delivery to coal yards on certified scales provided by PWGSC which will verify shipment weight.

**\* This is the required yield. The amount of coal that must be screened to produce this yield will be greater than this amount and dependant on the characteristics and quality of the coal being screened. The excess coal will be returned to the on site NSPI coal bank.**

### **Constraints:**

#### Location

The screening will be conducted on site at NSPI's Lingan Generating Station.

#### Mandatory Equipment

-Coal Screeners - must be able to yield following products:

Screened Sizing - 3 ½" to ¾" with maximum 5.0% of -28 mesh material  
Pea Sizing - ¾" to 3/8" with maximum 5.0% of -28 mesh material

These ranges are the required specification of the product. Bidders with coal screening equipment which cannot yield product within these ranges will not qualify under this RFP.

-The contractor will be required to move the coal to screeners and load trucks with equipment equivalent to or better than the following:

Hydraulic excavator

Bulldozer

Front End Loader

Rear Dumping Trucks with minimum capacity of 20- 35 tonnes

-All insurance and liability issues with respect to the operation of equipment at the Lingan site and trucking of the coal to the PWGSC Coal Yards is the responsibility of the successful bidder.

-All equipment is to be in good working condition at all times and carry all required permits and registrations. Equipment is subject to inspection by PWGSC representatives before awarding of the contract and for the duration of the contract. Work is not to be delayed due to equipment unavailability or failure during the period of the contract and therefore the contractor must be prepared to repair or replace any faulty equipment within a time frame agreed by PWGSC's representative. Failure to do so, could result in termination of the contract

#### Loading and Shipping

Trucks hauling coal must be adequately tarped and kept clean so that coal does not contaminate the highways on which they are travelling.

#### Nova Scotia Power Inc.

As the screening will occur on Nova Scotia Power Inc.'s property, the successful bidder must be permitted access to the screening site by NSPI. Therefore, final selection of the bidder is subject to NSPI's approval.

#### **To be submitted with the bid:**

##### Safety Requirements

Bidders will be required to demonstrate their commitment to work safety and environmental compliance by:

- 1) Providing a copy of their firm's safety plan which will be reviewed for adequacy as part of selection criterion;
- 2) Signing "Nova Scotia Power Incorporated's Safe Work Practice 14 – Contractor Safety and Environmental Performance Requirements" (copy attached).
- 3) Providing verification that they are registered and in good standing with the Nova Scotia Workers' Compensation Board.
- 4). Description of each piece of equipment to be used including make, series and load capacity and Projected number of workers to be assigned to the project should also be provided.

**All of these documents above must be provided at the time of bid submission and must be satisfactory to PWGSC in order for the bid to be considered in the selection process.**

**Period of Performance:**

Screening and Shipment will begin upon the awarding of the contract and will continue in a consistent and expedient manner until the 1260 tonnes of product are delivered to the coal yards. The completion time of this work will be September. 30, 2015 and will only be extended with PWGSC's express consent.

**Basis for Bidding**

Bidders are required to state the following in their bid:

- Total price for 1,260 tonnes of product
- Per tonne cost with all costs included.
- Bids should be structured as follows:

**Price per tonne of screened coal x 420 tonnes**

**Price per tonne of pea coal x 840 tonnes**

**Total for 1,260 tonnes**

**Description of each piece of equipment to be used including make, series and load capacity and**

**Projected number of workers to be assigned to the project should also be provided.**

**Bidders must be able to demonstrate to satisfaction of PWGSC prior to awarding of contract that they have ability to perform the required statement of work within the stated timeline. This demonstration could include providing proof that the required equipment is available for immediate deployment, that it is in good working order, and that bidder is familiar with coal screening operations, as well as loading and trucking activities.**

**ANNEX B - CERTIFICATE OF INSURANCE** (Not required at solicitation closing)

**ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)**

*This report is not required at bid deposit)*

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade

(Add rows as needed)

**Annex D – Safe Work Practice 14**  
**Contractor Safety and Environmental Performance Requirements**  
**Revised 2012 03 12**  
**(Attached)**

NOTE to CO; Fill in the green highlighted cells. You must also delete the insurance types and their instructions (blue font) that are not required.

## CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

<b>Description and Location of Work</b> <b>Domestic Coal Screening Contract</b> To supply coal for domestic heating purposes to eligible former employees of the Cape Breton Development Corporation.	<b>Contract No.</b> EP899-160734
	<b>Project No.</b>

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
<b>Additional Insured</b> <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>				\$	\$	\$
<b>Umbrella/Excess Liability</b>				\$	\$	\$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

## CERTIFICATE OF INSURANCE Page 2 of 2

### General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

**NOTE to CO; Delete the insurance types and their instructions (blue font) that are not required.**

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

**Commercial General Liability**

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

**Other types of Insurance**

To be inserted below according to specifics of project.

Use separate page if needed.



## **1. INTENT**

For the purpose of this Safe Work Practice (SWP), constructors and contractors will both be considered Contractors.

This practice is intended to provide guidelines for safety and environmental expectations and requirements of Contractors.

## **2. FOREWORD**

Risk management for contracted work is divided into two (2) levels, based on exposures of the contracted work, Contractor or Service Provider.

In every instance the NSPI Contract Administrator has the authority to demand a higher level of performance than the minimum specified in this safe work practice.

## **3. DEFINITIONS**

### **3.1. Contractor**

A company hired by Nova Scotia Power to complete work at an NSP worksite. The company may or may not have a written contract for the work. For the purpose of this Safe Work Practice, a Contractor is a company providing a service other than conducting administrative business in an office only environment.

### **3.2. Service Provider**

A company or individual who provides a service that assists NSPI in maintaining day-to-day administration such as, but not limited to, delivery/courier services, administrative equipment and supplies providers (copiers, printer, paper, etc.), vending machine suppliers, vehicle and equipment sales and rental companies.

### **3.3. Sub-contractor**

A company or individual engaged to perform work by a Contractor for NSPI who are not direct employees of the Contractor.

### **3.4. NSPI Project Coordinator**

The NSPI employee (permanent) who is managing the overall project or contract in the case of a multi-year contract, for which the Contractor has been hired. This person must be identified for each contract.

### **3.5. NSPI Contract Administrator**

The NSPI employee (permanent or temporary) who is most closely associated with, and responsible for, the work being performed by the Contractor. The NSPI Project Coordinator

and NSPI Contract Administrator may or may not be the same person. This person must be identified for each contract.

### **3.6. Workers Compensation Board (WCB) Safety Certification**

Accreditation issued to companies who have passed an audit of their health and safety management system. Audits are conducted by audit providers approved by the WCB.

## **4. ROLES AND RESPONSIBILITIES**

There may be times when responsibilities overlap; it is the ultimate responsibility of the Contractor to ensure Contractor, Contractor Supervisor and Contractor Employees/Sub-contractors roles and responsibilities are complete.

### **4.1. Contractor**

- 4.1.1. Ensure fulfillment of the requirements of this Safe Work Practice
- 4.1.2. Be aware, of and abide by, applicable safety and environmental requirements included in NSPI practices and procedures and applicable legislation
- 4.1.3. Ensure employees/sub-contractors are qualified where required, have appropriate training, skills, and ability to perform work; competent as defined by the NS Occupational General Safety Regulations
- 4.1.4. Ensure employees/Sub-contractors are fit for work and not under the influence of alcohol and/or drugs
- 4.1.5. Attend meetings where required
- 4.1.6. Ensure activities/areas under their control are adequately supervised
- 4.1.7. Perform ongoing risk assessments

### **4.2. Contractor Supervisor**

- 4.2.1. Attend meetings where required
- 4.2.2. Perform ongoing risk assessments
- 4.2.3. Identify hazards throughout the job and ensure appropriate controls are in place
- 4.2.4. Ensure employees/Sub-contractors receive general and site specific orientation prior to beginning work
- 4.2.5. Ensure employees/Sub-contractors are fit for work and not under the influence of alcohol and/or drugs
- 4.2.6. Conduct morning meetings with employees/Sub-contractors to review daily work, hazards, emerging issues, etc.
- 4.2.7. Ensure proper equipment and personal protective equipment is available and used properly
- 4.2.8. Ensure Risk Assessments are completed daily/per task
- 4.2.9. Ensure procedures, practices, legislation are followed
- 4.2.10. Ensure applicable documentation is available for NSPI Contract Administrator inspection/audit
- 4.2.11. Ensure applicable documentation is available to employees/Sub-contractors
- 4.2.12. Conduct observations, inspections
- 4.2.13. Report incidents to the NSPI Contract Administrator immediately upon occurrence/notification by employee/sub-contractor
- 4.2.14. Participate in investigations as required

**4.3. Contractor Employees/Sub-contractors**

- 4.3.1. Only perform work they understand and are qualified to perform
- 4.3.2. Be fit for work and not under the influence of alcohol and/or drugs
- 4.3.3. Work safely in the manner instructed
- 4.3.4. Use appropriate PPE and safety equipment
- 4.3.5. Attend meetings as required
- 4.3.6. Identify hazards and incorporate appropriate controls
- 4.3.7. Protect themselves, fellow employees and those in the area of the work site
- 4.3.8. Report health and safety and environmental concerns
- 4.3.9. Report all incidents as listed in Section 13 of this document

**4.4. NSPI Contract Administrator**

- 4.4.1. Review Safe Work Practice 14 with the Contractor prior to the start of work/contract.
- 4.4.2. Orient the Contractor, Contractor employees/Sub-contractors prior to the work
- 4.4.3. Verify the Contractor is informed of site specific safety and environmental requirements
- 4.4.4. Conduct start-up meetings, annual meetings for multi-year contracts and meetings as determined required
- 4.4.5. Ensure applicable documentation is received
- 4.4.6. Conduct observations, inspections and audits
- 4.4.7. Manage Contractor performance
- 4.4.8. Conduct Contractor Performance Evaluation; review in closing meeting or annually for multi-year contracts
- 4.4.9. Maintain the Contractor Database as required
- 4.4.10. Ensure Contractor incidents/investigations are received and entered in to the NS Power Incident Database (SWP 14, Section 13).

**5. REQUIREMENTS**

**5.1. Contractors**

- 5.1.1. Proof of Insurance (minimum \$2M liability, \$2M auto standard)
- 5.1.2. Workers Compensation Board registration
- 5.1.3. Workers Compensation Safety Certification
- 5.1.4. License or certificate to perform the work, where applicable
- 5.1.5. Relevant/required documentation as identified in the Pre-Work Meeting Checklist (Appendix A)
- 5.1.6. Unless otherwise specified, the contract for a one-time project/job must include a provision for adequate site supervision by the Contractor.
- 5.1.7. Requirements in the Pre-Work Meeting Checklist (Appendix A) must be reviewed for all contractors. The NSPI Project Coordinator and/or NSPI Contract Administrator will determine which, if any, apply.

**NOTE:** High risk or large scope projects may require additional insurance; please contact the Manager of Corporate Insurance to determine need.

**5.2. Service Provider (where applicable)**

- 5.2.1. Proof of Insurance (minimum \$2M liability, \$2M auto standard)
- 5.2.2. Workers Compensation Board registration

5.2.3. Appropriate Personal Protective Equipment

5.2.4. To receive a site specific orientation **OR** be accompanied by an NSPI employee for the duration of the work

**NOTE:** Licensed or certified Service Providers will be given first preference. When a Service Provider does not have the listed amount of insurance, please contact the Manager of Corporate Insurance to determine need.

## **6. SITE SAFETY**

- 6.1. The Contractor has responsibility for the safety of their employees, those they bring to the work site, including Sub-contractors, and those that enter the work site.
- 6.2. Only Sub-contractors approved by NSPI may work at the work site.
- 6.3. Contractor employees and Sub-contractors will attend a safety orientation provided by the NSPI Contract Administrator or approved designate prior to beginning work or annually if applicable.
- 6.4. The Contractor will provide the NSPI Contract Administrator with an Emergency Plan for a work site where appropriate; procedures for managing applicable emergencies (medical, fire, chemical, etc.)
- 6.5. Service Providers will receive an orientation appropriate to their work, otherwise they must be accompanied on site, at all times, throughout the duration of their work.

## **7. JOB SAFETY PLAN/RISK ASSESSMENT**

- 7.1. Contractors for a one-time project/job will create a Job Safety Plan to be submitted to the NSPI Contract Administrator in writing prior to beginning work. The Job Safety Plan will include the scope of work, detail tasks for the project/job, list hazards associated with each task and include controls for each hazard.
- 7.2. Contractors conducting work on a regular basis, for example, a pole setter, will provide to the NSPI Contract Administrator, written procedures for their tasks. A Job Safety Plan may be required based on the hazards and scope of the job; to be determined by the NSPI Contract Administrator/Area Manager.
- 7.3. Risk Assessments will be conducted at the beginning of each day/task at the job site prior to starting work to ensure effective controls are in place to eliminate or mitigate hazards (see SWP 10 in the NSPI Safety Manual).
- 7.4. The NSPI Contract Administrator will advise the Contractor of site specific safety requirements.
- 7.5. Service Providers will be made aware of site specific hazards, controls in place and any safety requirements.

## **8. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

- 8.1. The following PPE is mandatory in all NSPI operational areas, construction sites and yards:
  - 8.1.1. Eye protection
  - 8.1.2. Foot protection
  - 8.1.3. Head protection
- 8.2. Additional PPE may be required, specific to the task, as identified by the Risk Assessment and/or area signage:
  - 8.2.1. Hearing protection



- 8.2.2. Hand protection
- 8.2.3. High Visibility Clothing
- 8.2.4. Arc Rated Clothing
- 8.2.5. Fall Protection, etc.
- 8.3. PPE application and use must comply with the requirements under the Occupational Health & Safety Act and regulations and SWP 28 in the NSPI Safety Manual.
- 8.4. The Contractor Supervisor is responsible to ensure that employees and sub-contractors have the appropriate equipment, are trained in its use and use it properly.

## **9. ENVIRONMENTAL**

All Contractors shall comply with applicable federal, provincial and municipal environmental legislation, standards and work practices. This includes, but is not limited to:

- 9.1. Nova Scotia Environment Act and its regulations
- 9.2. Canadian Environmental Protection Act and its regulations
- 9.3. Applicable municipal by-laws
- 9.4. NSPI Contractor Environmental Requirements manual
- 9.5. NSPI work specific environmental procedures

## **10. VEHICLES**

All vehicles must meet the following regulatory requirements where applicable:

- 10.1. Nova Scotia Provincial Motor Vehicle Act
- 10.2. National Safety Code (pre-trip inspections, lifting devices, air brakes, etc.)
- 10.3. Nova Scotia Provincial Workplace Health and Safety Regulations (Fall Protection, Scaffolds and Other Elevated Work Platforms)
- 10.4. Nova Scotia Occupational Health and Safety Regulations (Hoists and Mobile Equipment).

## **11. INSPECTIONS AND AUDITS**

- 11.1. Contractors, Contractor Supervisor, contractor employees/Sub-contractors shall co-operate with Department of Labour and Advanced Education Officers (DOL) and other regulatory agencies during site inspections/investigations.
- 11.2. Contractors shall notify NSPI immediately of a site inspection by a DOL Officer and provide NSPI with a copy of any orders or inspection reports within 24 hours.
- 11.3. Deficiencies noted by the DOL Officer must be rectified as soon as possible and the corrective action taken reported to the NSPI Contract Administrator.
- 11.4. Contractors shall notify the NSPI Contract Administrator of any other visits by regulatory agencies.
- 11.5. The NSPI Contract Administrator, or other NSPI staff involved with the project, will conduct observations, inspections and/or audits throughout the project/job.
- 11.6. The Contractor must provide documentation supporting the requirements of this Safe Work Practice and applicable legislation during NSPI Contract Administrator inspections/audits.
- 11.7. The NSPI Contract Administrator has the right to stop the job until further notice if major deficiencies are found, especially in the case of repeat violations.

## **12. INCIDENT REPORTING AND INVESTIGATIONS**

### **12.1. General**

- 12.1.1. All incidents, regardless of severity, shall be reported to the Contract Administrator immediately.**
- 12.1.2. Contractors are responsible to initiate and complete investigations. Initial reports are to be provided to NSPI within 24 hours.
- 12.1.3. Completed reports for minor incidents are required to be received by NSPI within 48 – 72 hours.
- 12.1.4. Completed reports for major incidents are required to be received by NSPI in a mutually agreed time frame.
- 12.1.5. Contractors are responsible to report all injuries or medical treatments to the Worker's Compensation Board within five (5) days.
- 12.1.6. Where applicable, the Contractor is responsible to forward the final report to the Department of Labour and Advanced Education and WCB.

### **12.2. Serious Injury or Fatality (Major Incidents)**

- 12.2.1. In the event of a serious injury or fatality, the priority is to care for casualties and prevent further injuries.
- 12.2.2. The NSPI Contract Administrator will follow the notification process as outlined in SWP 03 – Incident Response.
- 12.2.3. Responsibility for notification of next of kin of the injured contract employee or Sub-contractor lies with the Contractor Supervisor (or designate).

### **12.3. Environmental Incidents**

- 12.3.1. All environmental incidents shall be reported to the NSPI Contract Administrator immediately for appropriate action.

### **12.4. Other Incidents (Minor Incidents)**

- 12.4.1. The following incident types may be considered major incidents dependent on the initial investigation:
  - 12.4.1.1. Personal Injury
  - 12.4.1.2. Electrical Contact
  - 12.4.1.3. Property Damage
  - 12.4.1.4. Vehicle Incidents
  - 12.4.1.5. High Potential
- 12.4.2. Contractors are encouraged to report pro-active reports from their employees/Sub-contractors.

## **13. PERFORMANCE TRACKING AND CORRECTIVE ACTION PROCESS**

If Contractor safety and/or environmental performance is not satisfactory or not in accordance with NSPI practices, the NSPI Contract Administrator, NSPI Safety or NSPI Environmental personnel may stop work at the site(s). Performance may be managed by occurrences of concern/issues.

Unsatisfactory performance may result in:

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**Contractor Safety and Environmental Performance Requirements**  
**Revised: 2015 03 12**

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- 13.1. Initial occurrence: On site Interview – Verbal Warning
- 13.2. Second occurrence: On site Interview – Documented and signed off
- 13.3. Third occurrence: On site Interview – Final Warning Letter
- 13.4. Contract Dismissal

**NOTE:** Serious infractions may be result in immediate contract dismissal regardless of step process.

**14. CONTRACTOR PERFORMANCE EVALUATION**

The NSPI Contract Administrator will complete the Contractor Performance Evaluation (Appendix B) at the end of each project or, at minimum, annually, as applicable, to be reviewed with the Contractor.

**15. AGREEMENT**

I have read, understood and will follow the requirements of Nova Scotia Power Incorporated's Safe Work Practice 14 – Contractor Safety and Environmental Performance Requirements as it is pertains to the contract.

**Project:** \_\_\_\_\_

**Contractor Company Name (Please Print):** \_\_\_\_\_

**Contractor Representative Name (Please Print):** \_\_\_\_\_

**Contractor Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contractor Supervisor Name (Please Print):** \_\_\_\_\_  
**(If different than Contractor Representative)**

**Contractor Supervisor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NSPI Project Coordinator Name (Please Print):** \_\_\_\_\_

**NSPI Contract Administrator Name (Please Print):** \_\_\_\_\_

**NSPI Contract Administrator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Additional Comments:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**

**NSPI Pre-work Meeting Checklist**

By initialing the Contractor Sign-off section, you are agreeing to complete the requirement prior to the start of work and/or confirming the information is available for inspection/audit.

Initials in the left column indicate how the material must be available:

- "H" indicates a hardcopy of the document must be received and maintained by NSPI with Contract material (an electronic version of the document may be acceptable as approved by the NSPI Contract Administrator)
- "A" indicates the document needs to be available to NSPI at any time
- "HS" indicates a hardcopy of the document(s) must be available at the work site.

Contractors are required to adhere to the latest version of applicable federal, provincial and municipal laws and regulations.

Contractors must also follow applicable Nova Scotia Power Incorporated (NSPI) rules, guidelines, methods, practices and procedures while conducting business on behalf of and/or while on NSPI work sites.

CERTIFICATION Requirement		Required?	Contractor Sign-off	Complete/Received
H	Company Safety Program Certification (Letter of Good Standing, WCB Safety Certification)			
H	Appropriate Insurance Coverage			
H	WCB Registration			
A	Emergency First Aid certificates			
A	WHMIS certificates			
H	Blasting – valid NS certificate required			
A	Transportation of Dangerous Goods certification			
A	Hoisting ticket			
A	Welding certification			
A	Journeymen Line Person certification			
Other: Examples Confined Space Awareness, Fall Protection, Traffic Control, Environmental Certifications, etc. (List below):				
DOCUMENTATION Requirement		Required?	Contractor Sign-off	Complete/Received
H	Review and copy of signed off SWP 14			
HS				
A	Review and copy of NS Power Occupational Health and Safety policy			



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**Safe Work Practice 14**  
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<b>Other (List below):</b>			
<b>PERSONAL PROTECTIVE EQUIPMENT Requirement</b>		<b>Required?</b>	<b>Contractor Sign-off</b>
<i>Review minimum PPE required in Section 9 of SWP 14</i>			<b>Complete/Received</b>
-	Eye Protection		
-	Head Protection - (Class E hardhat working on/near electrical apparatus, Class G hardhat for general areas)		
-	Foot Protection		
-	Hearing Protection		
-	Hand Protection		
-	Arc Rated and/or Fire Rated clothing		
-	High Visibility Clothing		
-	Respiratory Protection		
-	Chain Saw Legging Protection and other appropriate gear		
-	Rubber Gloves (proper class and tested)		
-	Fall Arrest equipment		
<b>Other (List below):</b>			
<b>EMERGENCY EQUIPMENT Requirement</b>		<b>Required?</b>	<b>Contractor Sign-off</b>
			<b>Complete/Received</b>
-	First Aid Kit (Appropriate kit and number per work site)		
-	Fire Extinguishers – Minimum 10 lbs (Appropriate number per work site)		
-	Eyewash Bottle(s)/Station		
-	Erosion and Sediment Control/Spill Material (if applicable)		
-	Environmental Spill Kit		
<b>Other (List below):</b>			

