

CANADIAN HERITAGE

INVITATION TO TENDER

REQUEST NUMBER: 10151622

PROJECT TITLE: Construction of the Snowflake Kingdom as part of Winterlude at Jacques-Cartier Park in Gatineau

REQUEST DATE: May 3rd, 2016

CLOSING DATE AND TIME: May 25th, 2016, 2:00 p.m., EDT

ADDRESS ALL ENQUIRIES: Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
Tel: 819-997-2389
Fax: 819-953-4133
E-mail: pch.contracts-contracting.pch@canada.ca

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex A.

If you are interested in undertaking this project, your sealed proposal, clearly indicating the title of the work and addressed to the undersigned will be received up to 2:00 p.m., EDT on May 25th, 2016.

Mail room / Bid Receiving
IT: 10151622
Attention: Line Séguin
15 Eddy Street 2nd Floor (15-2-C)
Gatineau, QC
K1A 0M5

It is the Bidder's responsibility to ensure that their proposals are delivered to the above noted tender address no later than the time and date specified.

Bidders submitting a proposal are also requested to complete the Bid and Acceptance Form in Part 5. By signing and submitting this form, Bidders are confirming that they have read the entire invitation to tender (IT) including the documents incorporated by reference into the IT and that:

1. They consider themselves and their products able to meet all the mandatory requirements in the bid solicitation;
2. Their bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If they are awarded a contract, they will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation in Part 4 – Contract Documents.

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

INTEGRITY PROVISIONS – BID

Important changes have been made to the Integrity Provisions - Bid as of April 4th, 2016. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

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PART 2 - R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2016-04-04)

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>

GI01	Integrity Provisions - Bid
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PART 1 – SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTEGRITY PROVISIONS

DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions R2710T, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Declaration Form, to be given further consideration in the procurement process.

REQUIRED DOCUMENTATION

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

SI02 BID DOCUMENTS

1. The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
General Instructions - Construction Services - Bid Security Requirements R2710T (2016-04-04)
- c. Clauses & Conditions identified in “Contract Documents”;
- d. Drawings and Specifications;
- e. Bid and Acceptance Form and related Appendix(ces); and
- f. 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 REVISION OF BID

A bid may be revised by letter or by e-mail in accordance with GI10 of R2710T. The e-mail address is indicated on page 1.

SI05 BID RESULTS

1. Following solicitation closing, bid results may be obtained by contacting the Contracting Authority at the following telephone number: 819-997-2389.

SI06 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).

SI07 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 SI07 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 SI07 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 GI11 of R2710T.

SI08 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§ion=text#appL>

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

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

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>

Declaration Form
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

PART 2 - R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2016-04-04)

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>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Listing of Subcontractors and Suppliers
- GI07 Bid Security Requirements
- GI08 Submission of Bid
- GI09 Revision of Bid
- GI10 Rejection of Bid
- GI11 Bid Costs
- GI12 Procurement Business Number
- GI13 Compliance with Applicable Laws
- GI14 Approval of Alternative Materials
- GI15 Performance Evaluation
- GI16 Conflict of Interest-Unfair Advantage

PART 3 – SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

There are no security requirements within 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.

PART 4 – 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	(2016-04-04);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC8	Dispute Resolution	R2882D	(2016-01-28);
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.

PART 5 – BID ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

10151622 - Construction of the Snowflake Kingdom as part of Winterlude at Jacques-Cartier Park in Gatineau, Québec.

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 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

See annex A – Statement of work.

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 – COMBINED PRICE FORM

- 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.

LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- The position and standard dimensions of the slides are provided for reference. They can change location and dimensions according to annual themes, amounts of snow and/or weather conditions.
- The structures outlined in Attachment 1 of Annex A form the basis of this contract.
- An all-inclusive price (excluding taxes) for each item for the duration of the event must be indicated, based on the information presented in the statement of work.

Article no.	Description	Winterlude 2017 All-inclusive price (excluding taxes)	Winterlude 2018 (Optional year) All-inclusive price (excluding taxes)
1	Management costs – Heavy equipment Includes all operating costs for machinery (i.e. transport, use and maintenance)	\$	\$
2	Management costs – Overall management Includes all resource and administrative costs	\$	\$
3	Construction and dismantling costs Includes all costs for all slide structures	\$	\$
4	Cost for wood forms Includes all costs for three (3) wood forms	\$	\$
Subtotal		\$	\$
Applicable taxes: __%		\$	\$
TOTAL		\$	\$

(A)

(B)

TOTAL FOR FINANCIAL EVALUATION PURPOSES (A + B)

\$

TABLE OF UNIT PRICES

The table of unit prices refers to the portion of additional work that is subject to a unit price arrangement.

Hourly rate for additional work, as needed.

Description	Hourly rate Winterlude 2017	Hourly rate Winterlude 2018
Machinery*		
Bulldozer	\$	\$
Backhoe	\$	\$
Flatbed truck and crane	\$	\$
Wood forms		
Additional wood forms (assembly and dismantling)	\$	\$

* Machinery: hourly rate includes machinery, operator and fuel.

APPENDIX 2 - INTEGRITY PROVISIONS – LIST OF NAMES

If the required list of names has 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 provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

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, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

ANNEX A

STATEMENT OF WORK

1. Scope

1.1 Title

Construction of the Snowflake Kingdom as part of Winterlude at Jacques-Cartier Park in Gatineau.

1.2 Introduction

Winterlude, which has existed since 1979, has become over the years an international event that attracts thousands of visitors. Jacques-Cartier Park, one of Winterlude's official sites, offers family activities: entertainment, giant games, musical performances, etc. The park's main attractions are the giant playground, tube slides, ice slides and giant sculptures, all of which are made of large quantities of snow.

1.3 Objectives: needs and context

The supplier will be responsible for the construction and maintenance of a giant playground made of snow and intended for the use of children and families at Jacques-Cartier Park in Gatineau as part of Winterlude. There are five snow structures designed for families. These slides include snow sculptures, ice slides and tube slides. The contractor must also, with the assistance of partners, construct three (3) blocks of snow to be used for three-dimensional sculptures.

2. Requirements

2.1 Tasks and activities

The tasks and activities are divided into three separate periods: construction, maintenance, and dismantling.

2.1.1 Construction period

The construction period will begin no later than thirty (30) calendar days before the start of Winterlude. The project must be completed no later than two (2) days before Winterlude opens. The production of artificial snow will begin no later than the beginning of January or when weather conditions permit.

2.1.1.1 Contractor's responsibilities

a) Assign a foreman to carry out the mandate. The foreman must be the person in charge at all times and be present on-site during the work to:

- Coordinate construction activities for the snow playground, including the use and synchronization of all heavy machinery (provided by the contractor and other partners) in collaboration with the technical authority of Canadian Heritage (PCH). Construction activities include ice slides, the first stage of tube slides, putting up low decorative and protective walls, and assembly of wood forms for the three-dimensional sculptures, and other machinery use based on specific site needs, including but not limited to moving the mobile office onto the site.
- Interpret the site plans and/or structural plans;
- Attend and provide an update at daily meetings with representatives of PCH and other partners;
- Ensure that aesthetic standards of the structures are respected according to the specifications in Attachment 1 of Annex A;
- Ensure that safety regulations related to the structures and their construction are respected, based on existing federal and provincial codes;
- Ensure that all schedules are respected; and
- Collect, assemble, dismantle and return the wood forms for the three-dimensional sculptures to the warehouse at 1740 Woodroffe Avenue, Ottawa.

- b) A partner will be responsible for blowing the snow to the desired areas. Once this snow is in place, the contractor must construct the snow structures (i.e. slides and general sculptures) and coordinate the schedule for machines to put up the low decorative and protective walls, in accordance with the standards contained in Attachment 1 of Annex A;
- c) In the same way as in point 2.1.1.1-b, construct a giant slide dedicated to tube sliding. This will be the main slide at the Snowflake Kingdom and will be the priority;
- d) Using a tanker truck, during the construction period, water the ice slides;
- e) Scrape the ramps at the slide entrances and exits to make the structures as safe as possible;
- f) Maintenance must be done outside of the hours of operation, after all snowfalls and/or rain showers. Freeze the coconut fibre mats as needed, in accordance with the specifications found in Attachment 1 of Annex A;
- g) Inform the PCH technical authority of any complications and/or proposed modifications to the snow structures;
- h) Ensure that machinery and other necessary equipment is available at all times, for construction, maintenance and dismantling;
- i) Provide heavy equipment, operator and fuel: heated tanker truck, backhoe, bulldozer, loader, tractor, or any other equipment that the contractor deems necessary to ensure the construction and dismantling of the snow structures;
- j) Provide all equipment/material/absorbent products related to protecting the environment in the case of hydraulic leaks, fuel leaks or other leaks.
- k) Provide all necessary light equipment, i.e. shovels, axes, chainsaws, snow blowers, water pumps, ice augers, etc., to build and maintain the ice runs and access to the structures;
- l) Pick up all materials provided by PCH at 84 Bayview Road, Ottawa, by contacting the warehouse agent at least 24 hours in advance. Some equipment, such as the wood forms for the three-dimensional sculptures, must be picked up at the warehouse located at 1740 Woodroffe Avenue, Ottawa.

2.1.1.2 PCH's responsibilities

- a) Appoint and assign the technical authority who will be the resource person, as well as a replacement. In the absence of the technical authority or their replacement, a PCH manager will also be appointed;
- b) Provide the site plans and photos for the snow structures described in Attachment 1 of Annex A. Photos and plans may vary depending on the event theme;
- c) Coordinate the making of at least 30,000 to 35,000 m³ of snow in designated areas of the park;
- d) Coordinate the availability of heavy machinery (front-end snow blower, loader, backhoe) provided by partners. Availability will be determined between the PCH technical authority and PCH's partners and will be sent to the contractor. It is understood that availability of the partner's heavy equipment will be limited during inclement weather due to other priorities;
- e) Provide the contractor with four (4) vehicle passes for the duration of Winterlude;
- f) Ensure the safety and overall lighting of the park;
- g) Provide an adequate workspace that will serve as a headquarters where the contractor can store light equipment and take breaks, among other things.

2.1.2 Maintenance period

The maintenance period begins when the construction period ends and continues until the last day of Winterlude. The contractor will be responsible for the maintenance of each of the ice slides as well as all public access ramps. However, the contractor will not be responsible for maintaining the runs of the tube slide, as a partner will provide this maintenance.

The contractor may have to destroy one or more sculptures, part of a slide or other elements, if they are deemed to be unsafe for the public.

The contractor must, each day and several times a day, do a visual inspection of the slides, slide runs, climbing areas and all snow structures in the park to ensure their integrity. He must report his findings to PCH at least once a day.

2.1.2.1 Contractor's responsibilities

- a) Appoint a site supervisor (can be the foreman) to be on-site at all times during the maintenance period;
- b) During hours of operation*: assign workers to do minor repairs that need to be done to snow structures;
*Hours of operation are:
Mondays and Thursdays, from 9:00 a.m. to 5:00 p.m.;
Fridays and Saturdays, from 9:00 a.m. to 9:00 p.m.;
Sundays from 9:00 a.m. to 6:00 p.m.;
Tuesdays and Wednesdays, the park is closed to the public.
(Times may vary from year to year.)
- c) When the park closes, do the most serious repairs to slides that are hazardous as well as the scraping and shovelling of steps and ramps. The period from 7:00 to 8:45 a.m. on days when the park is open is used by the contractor to prepare the structures for the day and for the partners to groom the base and the tube slides;
- d) Every night after closing and/or every morning before opening, assign workers for the time required to do major repairs of the snow structures and to water the ice slides, depending on their condition, and to maintain a thickness of about 25 mm;
- e) Snow clearing of slides should be done before the site opens, after a snowfall and/or during hours of operation if periods of snow continue;
- f) On Tuesdays and/or Wednesdays, assign workers to do more major repairs, scraping of access ramps and remodelling of snow structures. The technical authority may deem it necessary and the contractor must complete the repair work;
- g) Advise the technical authority when, according to the contractor, a structure could cause injuries or could collapse. Any structure deemed to be dangerous by the contractor and that could cause health and safety issues must be reported immediately to the technical authority of PCH. Under the contractor's recommendation, a joint decision must be taken with the PCH technical authority regarding the closing of the structure to the public;
- h) Every night, meet with the technical authority or his replacement to decide on the necessary repair and watering work.

2.1.3 Dismantling period

The dismantling period begins no later than two (2) days after the last day of Winterlude and continues until the work has ended to the satisfaction of the PCH technical authority. Dismantling lasts for about one (1) week. All snow structures and sculptures must be entirely demolished and levelled during this period, and the depth of the snow on the ground must not exceed five (5) feet (1.5 m) high across the entire site. The depth of the snow on the ground, on certain sections of the paved pathway (bike path), must not exceed three (3) feet (1 m) high.

2.1.3.1 Contractor's responsibilities

- a) Assign a site supervisor (can be the foreman) to be on-site at all times during the dismantling period;
- b) Taking into consideration the needs and schedules of PCH, provide a schedule for dismantling at least thirty (30) days before the work begins;
- c) Provide the necessary labour force and equipment so that dismantling can be done within the required timelines;
- d) Assume all costs associated with damage to the site or to the infrastructure caused by the contractor's negligence;
- e) Destroy all snow structures so they are not useable and present no danger to the public (see section 2.1.3 above);
- f) Up to 2 sections of paved pathway, each about 5 m by 50 m, should be cleared (see section 2.1.3 above).

Note: PCH reserves the right to close the park permanently due to inclement weather or danger to the public. The technical authority will notify the contractor to proceed with dismantling of the snow structures when this is deemed appropriate.

2.2 Technical and operational environment

The contractor must work in winter conditions that are at times difficult. The contractor may be called to work long hours in order to meet the schedule established by PCH. All work is to be at Jacques-Cartier Park in Gatineau, Québec.

2.3 Method and source of acceptance

The technical authority is responsible for ensuring that the work is carried out according to the contract's requirements, including respecting the schedule and plans. The technical authority will confirm with the contractor when the work is deemed complete and satisfactory.

2.4 Control procedures for project management

2.4.1 PCH will organize a meeting with the contractor during the planning period to present all the construction requirements for the event. The contractor will have the opportunity to see the plan and to offer comments and suggestions regarding the construction period. The construction schedule will be provided by PCH.

2.4.2 During the construction period, a daily meeting will take place between the contractor and PCH to set priorities and adjust the schedule as needed.

2.4.3 During the maintenance period, a meeting will be held every Monday to establish the needs, repairs, refurbishments or other work planned for the site closing on Tuesdays and Wednesdays.

2.4.4 All decisions taken by the contractor regarding work to be done on the site must first be approved by the PCH technical authority. Any decision that may involve additional costs must be approved beforehand, in writing, by PCH.

2.4.5 All problems and issues must be reported to PCH. On-site communication during the contract period should take place between the PCH technical authority and the contractor at all times. If the contractor has an issue with another stakeholder or contractor on-site, the situation should be addressed strictly to the PCH technical authority.

3. Term of Contract

3.1 Period of Contract and option to extend the Contract

The contract is for a period of approximately one year, ending March 31, 2017, and includes a one-year option period, for Winterlude 2018.

The contractor grants to Canada the irrevocable option to extend the term of the Contract for the option period of one year, under the same conditions. The Contractor agrees that during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Appendix 1.

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

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
Tel: 819-997-2389
Fax: 819-953-4133
Email: pch.contrats-contracting.pch@canada.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.

4.2 Technical Authority

To be identified at Contract Award.

The Technical Authority is the representative of the department 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. The Technical 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.

4.3 Contractor's Representative

To be identified at Contract Award.

5. Official Languages

The work could be conducted in English or French.

6. Specific requirements

- a) PCH will ensure general security services during the setting-up period, during operations and until five (5) days after the end of the event. PCH, however, assumes no responsibility for the contractor's equipment;
- b) Work must respect the site plans and standards stated in Attachment 1 of Annex A. Plans for the site and for individual structures may vary from one year to the next, but generally maintain the approximate size indicated. Any difference or change must be approved by PCH beforehand;
- c) Unless otherwise stated, PCH will supply all the wood forms to make the three-dimensional sculptures. All wood forms will meet the specifications provided in Attachment 1 of Annex A;
- d) Only qualified and trained personnel, working directly for the contractor and under his supervision, should be assigned to construction, maintenance and dismantling operations;
- e) In case of prolonged inclement weather, PCH and the contractor will negotiate a new schedule or reduce the scope of the work. For example, the size of a structure may be reduced or its opening may be postponed until the second weekend of activities. Also, the production of a sculpture block may be cancelled or postponed;
- f) PCH reserves the right to modify the scope of the work for any of the snow structures and/or sculptures, and to negotiate prices accordingly.

7. Occupational health and safety

When carrying out work for PCH, the contractor must comply with all federal, provincial and municipal laws and regulations regarding occupational health and safety. When federal, provincial and municipal provisions deal with the same subject in different ways, the contractor must comply with the most stringent provision.

The contractor recognizes that he has been advised by PCH that the site where he carries out the work may be considered “construction sites,” under federal, provincial and municipal laws and regulations, and that the contractor could be subject to all federal, provincial and municipal laws and regulations involving occupational health and safety for the construction industry.

The contractor will be responsible for all costs that he incurs in order to comply with federal, provincial and municipal laws and regulations regarding occupational health and safety (including occupational health and safety for the construction industry).

The contractor must submit a copy of all necessary permits related to construction or to the performance of his tasks in the province of Québec.

8. Report production

At the end of the dismantling period, the contractor must provide a report that includes the following items. The contractor will have thirty (30) days following the final day of dismantling to provide the report to the PCH technical authority:

- Number of employees assigned to the project
- Number of hours worked by employees per structure (total per structure)
- Type of machinery used and hours of use for each per structure
- Major issues encountered and recommendations
- Other general observations

9. Glossary

Slide: ice run inside the snow structures.

Snow structure: accumulation of snow in which the slides are located.

Three-dimensional sculptures: block of snow ready to be sculpted after being un moulded from a wood form.

Wood forms: moulds used to make a block of snow for three-dimensional sculptures.

APPENDIX 1 TO ANNEX A

CONSTRUCTION AND MAINTENANCE SPECIFICATIONS

1. General notes

Unless otherwise indicated, the contractor must:

- a) Install coconut fibre mats in all areas of the snow slides where people must be seated. Ensure that the mats adhere well to the surface. The mats will be supplied by PCH;
- b) Where other materials must be installed to build or enhance structures, all supporting posts must be sunk to a depth of at least 1 m and must be solidified by freezing the base with water and wet snow;
- c) Assemble the wood forms for the three-dimensional sculptures;
- d) Coordinate the snow blowing required for the three-dimensional sculptures with the support of operators and machinery belonging to partners;
- e) Ensure that all slide structures are built in a way that discourages visitors from climbing on dangerous areas;
- f) The tops of structures and/or slides must be as level as possible (eliminating bumps and snowballs) to enhance safety and aesthetics;
- g) All slides must have a layer of ice at least 25 mm thick;
- h) By their construction, all ice slides (and not tube slides) and their runs must be equipped with curbs/low protective walls of snow high enough to ensure the safety of users;
- i) Maintain all the stairs, access ramps and exit areas of the slides to ensure that users can move around as safely as possible. These areas must be free of excess snow and scraped to reduce the possibility of skidding;
- j) Provide all materials required for construction, maintenance and dismantling, unless otherwise indicated (i.e. heavy machinery, shovels, ice breakers, water truck, brooms, etc.).

2. Description of structures and sculptures

The position and usual dimensions are indicated below as a reference in order to assess the work to be performed. Slides can be moved to different locations within the park and their dimensions may vary due to changes in the annual theme, amounts of snow and/or weather conditions.

2.1 Slide structures

2.1.1. Chinook Central slide (400' x 130')

- A major slide in the central area of the park that is usually the longest (use of the natural slope).
- This slide is strictly dedicated to the tube slide.
- A bulldozer will be needed to form the slide, the access runs, the exit runs and the low protective walls. The finishing and maintenance of the slide runs, access ramp and exit ramp will be done by a partner using a groomer.

Maintenance: other than the access ramp, no maintenance will be needed once construction is completed unless a major repair is needed.

2.1.2. Iceberg Slide (275' x 100')

- A slide in the park's main basin and adjacent to the marina parking lot (use of the natural slope).
- Consists of 3 wide lanes (about 4 m) and 3 to 4 single lanes (about 1 m), as well as an access ramp of about 3 m wide.

Maintenance: The wide lanes and the single lanes must be cleared of snow, watered and repaired for the duration of Winterlude.

2.1.3. Stage slide (275' x 100')

- Consists of 2 to 3 single lanes (about 1 m), as well as an access ramp of about 3 m wide. The slide as a shape of a wide open "U"
- The particularity of this slide is that the site main stage is located in the center portion of the slide opened to the center of the bowl.

2.1.4. Glacier Slide (65' x 85')

- A shorter slide for very young children, located in the main basin.
- Consists of 4 to 6 single lanes about 0.5 m wide.

Maintenance: The individual lanes must be cleared of snow, watered and repaired for the duration of Winterlude.

2.1.5. "Bout de chou" Slide (50' x 35')

- A very small slide for very young children.
- Consists of 4 to 6 individual lanes about 0.5 m wide.

Maintenance: The individual lanes must be cleared of snow, watered and repaired for the duration of Winterlude.

3. Wood forms for three-dimensional sculptures

The contractor must ensure transport to the site, assembly and positioning of each of the wood forms provided by PCH. The contractor must also move and position the wood forms on the site. Partner operators will ensure the filling of the wood forms with their own equipment, in cooperation with the contractor. The contractor must un mould and move the wood forms. The blocks of snow will be 12 feet by 12 feet at the base and 16 feet high (3.65 m x 3.65 m x 4.87 m). The contractor must assemble 3 wood forms and must move each wood form within the site.

4. Photos

The photos on the following pages illustrate in more detail the scope of the construction work.

4.1 Wood forms for three-dimensional sculptures



4.2 Glacier Slide



4.3 Iceberg Slide



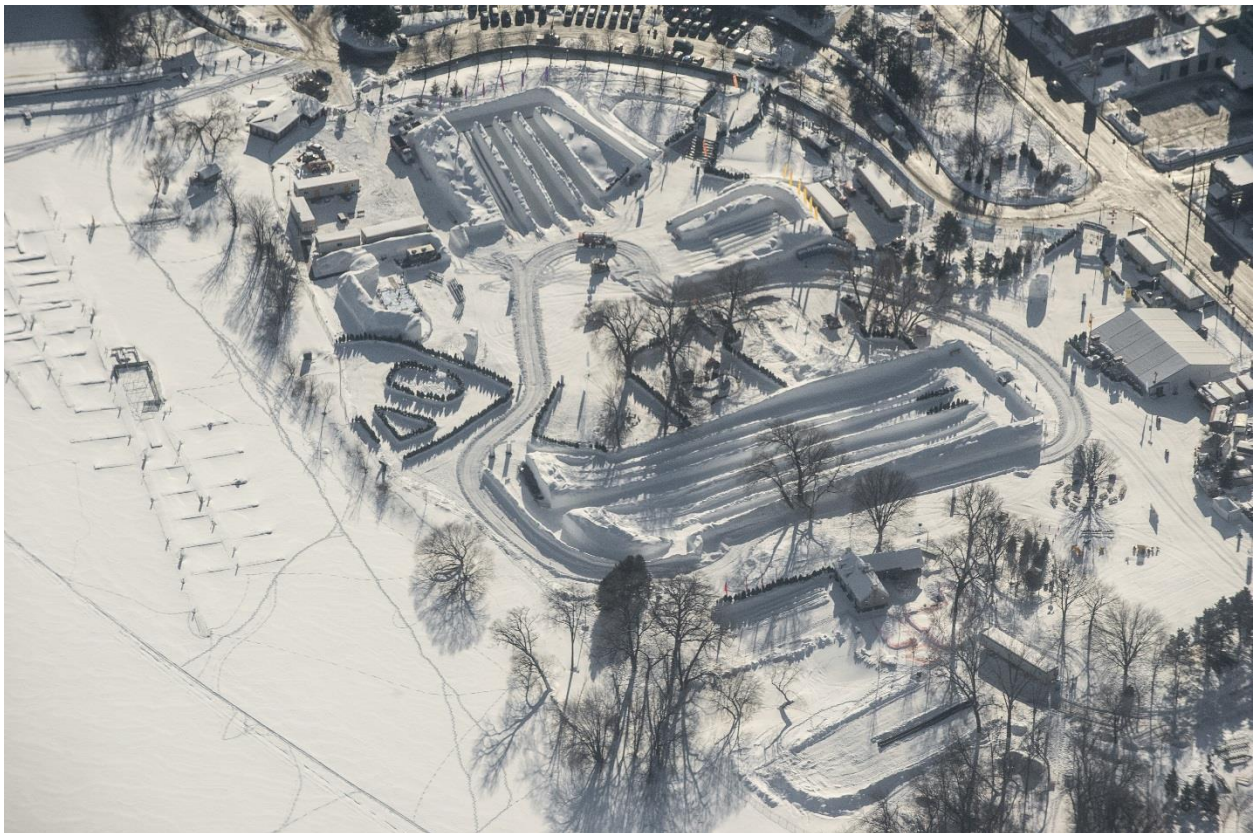
4.4 Central Slide (for tubes)



4.5 “Bout de chou” Slide



4.6 Aerial photo of all snow structures



4.7 Wide run (Iceberg Slide)



4.8 Single runs (Iceberg Slide)



ANNEX B

MANDATORY EVALUATION CRITERIA

Construction of the Snowflake Kingdom				
	Mandatory requirements	Meets	Does not meet	Cross-reference to proposal
M1	The bidder must provide in the proposal the name of the site supervisor.			
M2	The bidder must clearly demonstrate in his proposal that the company has, at a minimum, ten (10) years of experience related to the construction of large-scale snow and/or ice structures* *large-scale experience is defined as equivalent or superior to the Snowflake Kingdom of Winterlude, based on the quantities and dimensions identified in Attachment 1 of Annex A.			
M3	The bidder must clearly demonstrate in his proposal that the site supervisor has at least five (5) years' experience related to the construction of large-scale snow and/or ice structures* *large-scale experience is defined as equivalent or superior to the Snowflake Kingdom of Winterlude, based on the quantities and dimensions identified in Attachment 1 of Annex A.			
M4	The bidder must clearly demonstrate in his proposal that they have at a minimum the following equipment: a. Bulldozer b. Backhoe c. Heated tanker truck d. Trailer and truck to transport the wood forms			
M5	The bidder must provide all prices for Appendix 1.			

CERTIFICATE OF INSURANCE
Page 1 of 2

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent Province Postal Code	Address (No., Street)	City
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Name of Insured (Contractor) Code	Address (No., Street)	City	Province	Postal
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Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage

Type of Insurance	Insurer Name And Policy Number	Incep tion Date D / M / Y	Expir y Date D / M / Y	Limits of Liability		
				Per Occu renc e \$ \$	Annual General Aggrega te \$ \$	Comple ted Operatio ns Aggrega te \$ \$
Commercial General Liability Umbrella/Exces s Liability				\$ \$	\$ \$	\$ \$
				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggrega te \$

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)
number

Telephone

--

Signature
Y

Date D / M /

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.

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.