

CANADIAN HERITAGE**INVITATION TO TENDER**

REQUEST NUMBER: 10181822

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

REQUEST DATE: October 29th, 2018

CLOSING DATE AND TIME: November 13th, 2018, 2:00 p.m. (EST)

ADDRESS ALL ENQUIRIES: Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
Tel: 819-997-2389
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., EST on November 13th, 2018.

Mail room / Bid Receiving
IT: 10181822
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 on page 10. 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 Contract Documents.

INVITATION TO TENDER

CONSTRUCTION OF THE SNOWFLAKE KINGDOM
FOR WINTERLUDE
AT JACQUES-CARTIER PARK IN GATINEAU

IMPORTANT NOTICE TO BIDDERS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- Promptness: The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- Transparency: The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- Shared responsibility: Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgation-disclosure/psdic-ppci-eng.html>

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<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 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 (2018-06-21)
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendix(ces); 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>

SI02 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 G15 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.

SI03 REVISION OF BID

A bid may be revised by letter or by e-mail in accordance with G110 of R2710T. The e-mail address is indicated on page 1.

SI04 BID RESULTS

1. Following solicitation closing, bid results may be obtained by contacting the Contracting Authority at the following e-mail address: pch.contracts-contracting.pch@canada.ca.

SI05 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

SI06 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. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI07 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>

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-acq/forms/documents/505_eng.pdf

Labour and Material Payment Bond (form PWGSC-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>

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

Trade agreements
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

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	(2017-08-17);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2018-06-21);
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	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC8	Dispute Resolution	R2882D	(2016-01-28);
GC9	Contract Security	R2890D	(2018-06-21);
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.

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

There are no security requirements within this contract.

SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:

a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .

b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.

4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.

5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 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.

BID ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

10181822 - Construction of the Snowflake Kingdom for 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 Amounts designate Work to which a Lump Sum Arrangement applies.

- The location and usual dimensions of the slides are provided for reference. The location and dimensions of the slides may change depending on the year’s theme, the amount of snow and/or weather conditions.
- The structures described in Attachment 1 of Annex A form the basis of this contract.
- An all-inclusive lump-sum price (excluding tax) must be indicated for each item for the duration of the event, based on the data presented in the Statement of Work.

Item No.	Description	(A)	(B)
		Winterlude 2019	Winterlude 2020 Option Year
		All-inclusive lump-sum price (excluding tax)	All-inclusive lump-sum price (excluding tax)
1	Management costs - Heavy and light equipment and tools for fulfillment of the mandate. Includes all costs for use of the machinery during construction, operation and dismantling (i.e., transportation, use, fuel and maintenance).	\$	\$
2	Management costs - General management Includes all costs for resources and administrative expenses.	\$	\$
Subtotal*		\$	\$
Applicable taxes __%		\$	\$
TOTAL		\$	\$

TOTAL FOR THE PURPOSE OF FINANCIAL EVALUATION (Subtotals A + B) \$

APPENDIX 1 (cont'd)

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 2019	Hourly Rate Winterlude 2020
Machinery*		
D4 bulldozer	\$	\$
Snow-grooming machine (minimum or equivalent to a BR-350) with a blade at least 4 meters wide (imperial system: approx. 12')	\$	\$
Back-hoe	\$	\$
Formwork		
Additional formwork (assembly and dismantling)	\$	\$

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

APPENDIX 2 - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names: All Bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- Bidders Bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- Bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or Offers is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement.

APPENDIX 3 - LISTING OF SUBCONTRACTORS

- 1) In accordance with G107 – Listing of Subcontractors and Suppliers of R2410T- General Instructions - Construction Services G107 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.

- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			

APPENDIX 4 – VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 de 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, 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. 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. 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. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 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 page 2 of 2.

If you accept fill out and sign page 2 of 2.

** 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.*

Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

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:

ANNEX A

STATEMENT OF WORK

1. Scope

1.1 Title

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

1.2 Introduction

Winterlude was first held in 1979 and has since become an international event that draws thousands of visitors. Jacques-Cartier Park, which is among the official Winterlude sites, provides family fun like hosted activities, giant games, musical shows, and so on. The park's main attractions are the giant playground, tube slides and huge sculptures, all made of snow.

1.3 Objectives of the requirements

The supplier will be responsible for building and maintaining a giant playground made of snow at Jacques-Cartier Park in Gatineau. The Contractor must use artificially made snow to build snow structures that will allow for operation of 15 tube sliding corridors. On average, each corridor is two (2) meters (imperial system: 6.6') wide and its length depends on structure design, the location at the site and the final plan, which is produced every fall by Canadian Heritage (PCH).

The Contractor will also be responsible, on a daily basis, for packing the park's snowy surfaces as well as maintaining the uphill slopes/access ramps for the sliding structures and corridors.

The Contractor is responsible for transportation of the wood formwork for the 3D sculptures to and from the site. Once the formwork is delivered to the site, the Contractor must assemble three (3) formwork structures that will be used for blowing the five (5) blocks of snow. Once the three formwork structures are assembled, the Contractor must move these to the areas indicated by the PCH Technical Authority. Once the formwork has been used, the Contractor must dismantle, pack and return the structures to the NCC warehouse. See Attachment 1 of Annex A for all details.

2. Requirements

2.1 Tasks, activities, deliverables and milestones

Tasks and activities are divided into three separate periods: the construction period, the maintenance period during the event, and the dismantling period, based on a daily production schedule provided by PCH.

PCH responsibility for the three (3) periods:

- 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 site plans for the snow structures described in Attachment 1 of Annex A. The structure plan and layout may vary depending on the event's theme;
- c) Liaise with the coproducer of Winterlude to make at least 30,000 to 35,000 m³ of snow at designated areas of the park;
- d) Coordinate the availability (work schedule) of the heavy machinery (front-facing snow blower, loader, back-hoe). Availability will be determined between the PCH Technical Authority and the coproducer and will be sent to the Contractor. It is agreed that the availability of the coproducer's heavy machinery will be limited during poor weather due to other priorities;
- e) Coordinate all movements and strategic operations of heavy machinery with the Contractor and coproducer in order to respect the schedule established by PCH;
- f) Mark the various locations from which snow must be removed for vehicular traffic and/or the

programming zone;

- g) Provide the Contractor with four (4) vehicle passes for the duration of Winterlude;
- h) Provide security and general lighting for the park;
- i) Provide an adequate workspace that will serve as a headquarters where the Contractor can store light equipment and take breaks, among other uses;
- j) Inform the National Capital Commission (NCC) 24 hours in advance to pick up and return the formwork to the warehouse located at 1740 Woodroffe Avenue, Ottawa, Ontario.

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. Production of artificial snow will begin in early January or as soon as weather conditions permit.

2.1.1.1 Responsibilities of the Contractor during the construction period

A) General

- Assign a foreman or forewoman to performance of the mandate. He or she must be the person in charge and be present on the site at all times during the work. He or she must maintain constant contact with the PCH Technical Authority;
- The foreman or forewoman must, among other duties, validate the operations or production schedule with the PCH Technical Authority:
 1. Coordinate the construction of the snow playground, including the use and synchronization of all heavy machinery (provided by the Contractor and coproducer) in cooperation with the PCH Technical Authority;
 2. Attend and provide an update at daily meetings with PCH representatives and other partners.
- Make sure that the structural specifications are respected based on the specifications in the CAD site plan, provided in Attachment 1 to Annex A, point 2;
- The foreman or forewoman must ensure that his or her employees follow the applicable occupational health and safety code;
- Ensure that safety regulations for the structures and their construction are respected, based on existing federal and provincial codes;
- Make sure that all deadlines are met;
- Inform the PCH technical authority of any complications and/or proposed modifications to the snow structures;
- Ensure that the machinery and other necessary equipment is operational and available at all times for construction, maintenance and dismantling;
- Provide all heavy and/or light machinery, which must be recent and in good condition, as well as the operators based on this list, but not limited to:
 1. BR-350 snow-grooming machine (minimum or equivalent power)
 2. Back-hoe
 3. D4 bulldozer
 4. Loader, tractor or any other equipment the Contractor may deem necessary for construction and dismantling of the snow structures
- Provide all equipment, material and absorbent products for environmental protection in case of hydraulic leaks, fuel leaks or other leaks. Report any spill to authorities as well as to the PCH Technical Authority and properly dispose of all materials based on current standards;
- Provide all operational equipment for the machinery, that is, the diesel, gas and/or fluids as well as the diesel and/or gas tank;
- Provide all the materials and light tools needed for:
 1. Daily maintenance of the machinery
 2. Assembly of the wood formwork
 3. Improve the construction of low walls, corridors and sliding structures

B) Site maintenance and creation of snow mounds, sliding hills and low walls

The Winterlude coproducer will be responsible for blowing snow in the desired areas. Once the snow is in place:

- Build snow structures.
- Move snow using machinery to design sliding corridors.
- Create corridors for the sliding structures.
- Perform daily maintenance, before the park opens to the public.
- Pack the park's snowy surfaces and maintain the uphill slopes/access ramps for the sliding structures and corridors.
- Build the decorative and protective walls.
- Maintenance must be performed outside of operating hours after snowfall and/or rainfall, based on the specifications in Attachment 1 of Annex A.

C) Snow formwork for sculptures

- The Contractor must pick up and return to the NCC warehouse the wood formwork used for 3D sculptures.
- The Contractor must inform the PCH Technical Authority twenty-four (24) hours ahead of time to pick up and/or return the formwork.
- The coproducer will use front-facing snow blowers to blow the snow into the forms. The Contractor will use the back-hoe to stabilize the formwork while it is being filled with snow and to complete assembly of the final panels.

D) Other work

- Use of machinery, when the operators are present, based on specific needs at the site, such as, but not limited to, moving mobile offices at the site.
- Interpret the site plans and/or structural drawings.

2.1.2 Maintenance period

The maintenance period begins when the construction period ends and when Winterlude begins and lasts until the final day of the event. The Contractor will be responsible for maintaining all sliding corridors as well as all public access ramps and all the site's snowy surfaces used for operations and the public.

The Contractor must, on a daily basis and as necessary, depending on weather conditions, carry out a visual inspection of all snow structures at the park (slides, sliding corridors, uphill slopes/access ramps and low walls) to ensure their integrity. He must report its findings to the PCH Technical Authority at least twice a day, that is, in the morning before the park opens and once during the day, depending on the weather. The Contractor, jointly with the PCH Technical Authority, may be required to destroy one or more structures, parts of slides or other elements if these are deemed a public safety hazard.

When the weather changes drastically (e.g., a sudden freeze), the Contractor may, under the close supervision and at the request of the PCH Technical Authority, conduct repair work on one or several sliding corridors and/or the entire property.

2.1.2.1 Responsibilities of the Contractor during maintenance period

A) General

- a) During the maintenance period, assign a site supervisor (may be the foreman or forewoman) at the location in the morning and/or based on the day's weather conditions in order to evaluate the sliding structures and low protective walls to assess their soundness and/or the necessary maintenance work.
- b) The Contractor must ensure that the operator of the snow-grooming machine is on call and the machinery can be delivered to the site quickly should it be needed during the Winterlude operating hours.
- c) The days and times for daily maintenance are Thursday to Sunday, from 5 a.m. to 8:30 a.m.
- d) The days and times for major repair work are Monday to Wednesday, from 8 a.m. to 4 p.m., during which time the park is closed.
- e) The Contractor and the PCH Technical Authority will work together to evaluate all structures and the condition of snowy surfaces in order to determine any necessary work.
- f) The Contractor must, after the assessment, assign workers to the repair or major repair work for the sliding structures.
- g) The Contractor, with the PCH Technical Authority, may demolish 3D sculptures if these are deemed unsafe. In this case, the Contractor must assign operators with machinery to destroy the sculptures and spread the snow on the ground.

Note:

- All vehicles and machinery must exit the site before 8:45 a.m.
- On Mondays, the park is closed to the public, except the last Monday of Winterlude for the Ontario Family Day statutory holiday.

2.1.3 Dismantling period

The dismantling period begins no later than two (2) days after the last Winterlude day and lasts until the work is completed and until the PCH Technical Authority is satisfied.

The dismantling period lasts seven (7) to ten (10) business days. All snow structures and sculptures must be entirely demolished and levelled after this period and the depth of snow on the ground must not exceed 1.5 m at any point on the site.

The depth of snow on the ground, in certain areas of the paved path (i.e., bike path), must not exceed 1 m.

A) Responsibilities of the Contractor during dismantling period

- a) Assign a site supervisor (can be the foreman or forewoman) to the location at all times during the dismantling period.
- b) Provide the necessary labour and equipment so that dismantling can be done within the required timelines.
- c) Cover all costs associated with damages to park property or infrastructure caused by the Contractor's negligence.

Note: PCH reserves the right to close the park permanently due to inclement weather or public hazards. The PCH Technical Authority will inform the Contractor to dismantle the snow structures at the time it deems appropriate.

2.2 Technical, operational and organizational environment

The Contractor must work in winter conditions that are sometimes difficult. The Contractor may be required to work long hours in order to respect the schedule established by PCH. All work is performed at Jacques-Cartier Park in Gatineau, Quebec.

2.3 Reporting requirements

The Contractor's foreman or forewoman must provide the number of hours worked per operator, per machine, for every day worked.

During the three (3) periods of Winterlude (construction, maintenance and dismantling), the Contractor must immediately inform the PCH Technical Authority in the event of any damage, incident, accident or near-miss at the site involving machinery and/or human error. An incident or accident report must be provided immediately. A hard copy of the report must be given to the PCH Technical Authority within 12 hours of the incident or accident, as well as an electronic copy delivered by email. In the case at hand, the damages, incidents, accidents or near-misses are as follows:

1. Any damage to the ground, property or trees at the site.
2. Any damage to real property, equipment, vehicles and/or other machinery at the site.
3. Any spills caused by the machinery due to breakdown or human error or an employee of the Contractor.
4. Any incidents, accidents or near-misses involving one or more employees of the Contractor.

The PCH Technical Authority will organize a meeting with the Contractor in late March to discuss the three (3) Winterlude periods (construction, maintenance and dismantling). Thereafter, the Contractor will have thirty (30) days to provide the post-mortem report to the PCH Technical Authority.

2.4 Project management control procedures

PCH will organize a meeting with the Contractor during the planning period in order to present all construction requirements for the event. The Contractor will be able to consult the plan, provide feedback and make suggestions for consideration by PCH.

The Contractor must keep a record of the following for the duration of the project:

1. The work schedule for operators;
2. The operator's technical records, with a copy of their competency card and licence or permit, where necessary.

During the construction period, one (or more) daily meetings will take place between the Contractor and the PCH Technical Authority to establish priorities and adjust the schedule if necessary.

During the maintenance period, a meeting will be held at a time agreed upon by the Contractor and the PCH Technical Authority for the purpose of identifying the requirements, repairs and major repair work for the site's closed days.

All decisions made by the Contractor concerning the work to be carried out at the site must first be approved by the PCH Technical Authority. Any change that may result in additional costs must be approved in advance, in writing, by the Contracting Authority.

All problems and issues must be reported to the PCH Technical Authority. During the contract period, communication in the field must be fluid between the PCH Technical Authority and the Contractor at all times. If the Contractor has any issue with another stakeholder or contractor at the site, the situation must be referred strictly to the PCH Technical Authority.

3. Other conditions

3.1 Location of work, work site and delivery point

The work will be carried out at Jacques-Cartier Park in Gatineau (Hull sector), Quebec. Equipment must be picked up and returned to the NCC warehouse at the following address: 1740 Woodroffe Avenue, Ottawa, Ontario.

3.2 Language of work

Work may be conducted in French or English.

3.3 Specific requirements

- a) PCH will provide the general security services at the site during the assembly period, during operations and up to five (5) days following the end of Winterlude. However, PCH assumes no liability for the Contractor's equipment.
- b) In the event of a prolonged period of 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 event's second weekend. Also, the production of a sculpture block may be cancelled or postponed.
- c) PCH reserves the right to modify the scope of work for any snow structure and/or sculpture.
- d) PCH also reserves the right to solicit the supplier for other projects during the year that require such machinery and work.

3.4 Occupational health and safety

While performing work for PCH, the Contractor must comply with all federal, provincial and municipal laws and regulations regarding occupational health and safety. When federal, provincial or municipal provisions treat the same subject matter differently, the Contractor must comply with the strictest provision.

The Contractor acknowledges that it has been notified by PCH that the site on which it is performing work may be considered a "construction site" pursuant to federal, provincial or municipal laws and regulations and that the Contractor may be subject to all federal, provincial and municipal laws and regulations regarding occupational health and safety in the construction industry.

The Contractor is responsible for all costs resulting from the Contractor's compliance with the federal, provincial and municipal laws and regulations regarding occupational health and safety (including occupational health and safety in the construction industry).

The Contractor must submit a copy of all necessary permits related to construction or to the performance of its tasks in the province of Quebec.

4. Term of contract

4.1 Contract period

The contract period begins on the date of award until March 31, 2019, and includes an option to extend it for one year to the 2020 Winterlude.

For administrative purposes, the initial contract period will be valid until September 30, 2019.

4.2 Option to extend

The Contractor grants Canada the irrevocable option to extend the term of the contract by one additional one-year period under the same terms and 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 date of the contract. The option may only be exercised by the Contracting Authority and will be evidenced for administrative purposes only through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the contract is:

Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
Telephone: 819-997-2389
E-mail: 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 anyone other than the Contracting Authority.

5.2 PCH Technical Authority

This information will be supplied at contract award.

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

5.3 Contractor's representative

This information will be supplied at contract award.

6. Glossary

- **Slide:** a sliding corridor made of ice located inside a snow structure.
- **Formwork:** a wood structure used to mold a block of snow for 3D sculptures.
- **Structure:** heaped snow in which slides are found.
- **3D sculpture:** block of snow that is ready to sculpt and that results from removal of formwork.
- **Coproducer:** the city of Gatineau is the Winterlude coproducer.

ATTACHMENT 1 TO ANNEX A
CONSTRUCTION AND MAINTENANCE SPECIFICATIONS
(see attached PDF document)

ANNEX B

MANDATORY EVALUATION CRITERIA

Construction of the Snowflake Kingdom					
Mandatory requirements		Meets	Does not meet	Cross-reference to proposal	
M1	The bidder must include the name of the site supervisor and his or her resume in the bid.				
M2	The bidder must clearly demonstrate in its bid that the firm or its resources have at least five (5) years of experience building this type of structure/fabrication.* *This type of structure/fabrication is defined as follows: downhill/cross-country ski slopes and/or trails, snow slides, or bicycle racetrack.				
M3	The bidder must clearly demonstrate in its bid that the firm or its subcontractor's resources have at least five (5) years of experience operating a snow-grooming machine.				
M4	The bidder must clearly demonstrate in its bid that it owns or is able to obtain the following equipment from a subcontractor: <ul style="list-style-type: none"> a. D4 bulldozer b. BR-350 snow-grooming machine c. Back-hoe d. Trailer and truck to transport the formwork 				
M5	The bidder must provide all prices in 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				\$	\$	\$
				\$	\$	\$
				\$		Aggrega te \$
				<input type="checkbox"/> Per Incident		
				<input type="checkbox"/> Per Occurrence		

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.

ANNEX D

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 to the Contracting Authority either six months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade