File Number: 10181958

## ADVANCE CONTRACT AWARD NOTICE

**TITLE: Ice Carving Services for Winterlude** 

## **INTRODUCTION:**

The Department of Canadian Heritage has a requirement for the provision of ice carving services for Winterlude (winter festival in Canada's Capital). The purpose of this Advance Contract Award Notice (ACAN) is to signal the government's intention to award a contract for these services to the Canadian Ice Carvers Society, 110-42 Antares Drive OTTAWA ON K2E 7Y4, Canada. Before awarding a contract, however, the government would like to provide suppliers with the opportunity to demonstrate that they are capable of satisfying the requirements set out in this notice, by submitting a statement of capabilities during the 15 calendar day posting period.

If other potential suppliers submit a statement of capabilities during the 15 calendar day posting period that meet the requirements set out in the ACAN, the government will proceed to a full tendering process on either the government's electronic tendering service or through traditional means, in order to award the contract.

If no other supplier submits, on or before the closing date, a statement of capabilities meeting the requirements set out in the ACAN, a contract will be awarded to the pre-selected supplier.

# **BACKGROUND:**

The Department of Canadian Heritage (PCH) is responsible for the planning, development and implementation of Winterlude in Canada's Capital in February of each year. PCH is seeking an ice-carving service provider to assist in delivering the international ice carving competition as well as other ice-carving activities and producing various ice sculptures.

The key services that the supplier will provide include the following:

## 1. Administration

- a) assisting PCH in enhancing the program while planning, developing and implementing the Crystal Garden International Ice-Carving Competition, icecarving demonstrations and other activities and workshops;
- b) providing the necessary vehicles for transportation of tools, equipment and carvers and provide cellular telephone for off-site contact;
- c) encouraging participation to the competition by remaining the main contact for potential members and developing new contacts;
- d) providing disability insurance for their members;

- e) coordinating flight arrangements for the judges of the Crystal Garden International Ice-Carving Competition. The supplier shall provide proof of purchase and flight itineraries upon invoice submission;
- f) coordinating and administrating monetary prizes for the Crystal Garden International Ice-Carving Competition. Monetary prizes to be remitted at the Carvers' Awards Dinner; and
- h) administrating partial flight reimbursements to eligible international carvers and Canadian carvers residing outside of the provinces of Quebec and Ontario.

# 2. Carving

- a) Carvers must provide their own tools;
- b) Adhering to the work schedule (to be provided closer to the event and modified by PCH within a 2-day notice, when applicable);
- c) Providing of a stacking plan for each sculpture listed in the work schedule;
- d) Complying with all applicable health and safety regulations.

# 3. General Services

- a) Ensuring that at least one supplier's representative is present on site at all times during the ice carving activities;
- b) Ensuring that immediate carving areas are safe at all times.

# 4. Schedule

#### **Pre-Event:**

- a) Collaborating with PCH Program Coordinator throughout the planning, implementation and until the full completion of the project;
- b) Providing sketch designs for PCH, partners or sponsors ice sculptures;
- c) Participating in the selection jury for the internal ice carving competition; and
- d) Other related duties to ensure the success of the program.

## First Weekend:

- a) Overseeing the competition and informing PCH Program Coordinator and judge(s) of competitors' non-compliance to the rules and regulations of the competition or of any situation requiring adjustment during the competition;
- b) Assisting competing carvers with questions they may have;
- c) Helping with the cleaning of carvers' trailer from all garbage generated by the serving of meals (i.e. serving platters, storage of supplies, etc.); and
- d) Additional programming may be added upon agreement between PCH and the Contractor.

# **Second Weekend:**

- a) Participation of Contractor representatives in the championship;
- b) Providing two carvers to present ice-carving demonstrations on Saturday and Sunday (exact times and location to be confirmed); and
- c) Additional programming may be added upon agreement between PCH and the Contractor.

# **Third Weekend:**

- a) Participation of Contractor local representatives in the tournament;
- b) Providing two carvers to present ice-carving demonstrations on Saturday and Sunday (exact times and location to be confirmed); and
- c) Additional programming may be added upon agreement between PCH and the Contractor.

#### 5. Human Resources

- a) Providing a contact person to liaise with PCH Program Coordinator throughout the planning, implementation and until the full completion of these projects. Responsibilities of this person include the collection of the registration fees, technical advice, overall site planning and development of a work plan.
- b) Providing an on-site coordinator for:
  - The duration of the Crystal Garden International Ice-Carving Competition
  - ii. All other Saturdays and Sundays of Winterlude;
  - iii. Family Day to help with cleanup and tear-down.
- c) Providing the necessary manpower to execute all tasks and carving requirements.

# 6. General – Post event

- a) Providing a financial report (statement of income and expenses) for the contract. The report must be submitted to the PCH Program Coordinator by the first week of March (following Winterlude). The report must also include details regarding any donated services or merchandise.
- b) Providing recommendations for future years to the PCH Program Coordinator by the first week of March (following Winterlude). A meeting will also take place to discuss the overall successes and challenges of the event.

The proposed contract is for a period of one (1) year with an additional four (4) one-year optional periods, from date of contract award to March 31, 2019 and similar dates for the following option years: 2019-2020, 2020-2021, 2021-2022 and 2022-2023.

The estimated value of the contract, including the option periods, is \$375,000 (\$75,000 per year, applicable taxes are extra).

# **MINIMUM ESSENTIAL REQUIREMENTS:**

Any interested supplier must demonstrate by way of a statement of capabilities that it meets the following requirements:

- Experience: Over 10 consecutive years of experience in ice-carving, including planning and delivering large-scale ice sculptures for the public in a festival setting;
- <u>Experience</u>: Over 5 years of experience in competing in international ice carving competitions in a festival setting;
- Experience: Over 5 years of experience in working with the Government of Canada to deliver a program;
- Knowledge and understanding of ice carving (planning and drawing its design, planning the number of ice blocks, stacking methods, required equipment and carving the ice sculpture in all its details);

#### JUSTIFICATION FOR THE PRE-SELECTED SUPPLIER:

The Canadian Ice Carvers Society (CICS) has been planning, organizing and delivering the ice carving components of Winterlude in conjunction with the National Capital Commission (NCC) and Canadian Heritage (PCH) for over 30 years. In 1985, four Japanese carvers (one of which later founded the Canadian Ice Carvers Society) had approached the Winterlude planning committee at the NCC with the idea of creating an international ice carving competition within their winter festival.

With their experience both in the technical and logistical requirements for large-scale ice carving competitions as well as their artistic knowledge, CICS members are highly regarded amongst the international ice carving circles and are often invited to international ice carving events around the world.

Ownership of any Foreground Intellectual Property arising out of the proposed contract will vest in the Contractor.

# **RESPONSE:**

Suppliers who consider themselves fully qualified and available to meet the specified requirements may submit a statement of capabilities in writing to the Contracting Authority identified in this Notice on or before the closing date of this Notice. The statement of capabilities must clearly demonstrate how the supplier meets the advertised requirements.

The closing date and time for accepting statements of capabilities is November 7, 2018 at 2:00 P.M. EST.

Inquiries are to be directed to:

Joelle Thériault
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Department of Canadian Heritage

Telephone: 819-994-5122

E-mail: PCH.contrats-contracting.PCH@canada.ca

Statements of capabilities are to be sent electronically (by e-mail) to:

Attn: Joelle Thériault / 10181958

PCH.contrats-contracting.PCH@canada.ca

# **POLICY INFORMATION:**

<u>Government Contracts Regulations</u> (GCRs) exception 6(d) "only one person is capable of performing the contract".

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Korea Free Trade Agreement, the Canada-Chile Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Ukraine Free Trade Agreement (CUFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).