

**TERMS OF REFERENCE FOR THE DELIVERY OF SERVICES
AT BOISHÉBERT NATIONAL HISTORIC SITE OF CANADA AND BEAUBEARS
ISLAND SHIPBUILDING NATIONAL HISTORIC SITE OF CANADA,
J. LEONARD O'BRIEN MEMORIAL
2014-15 and 2015-16**

Definitions

The following definitions shall apply to this contract:

“Collections Management” refers to the management of historic objects and materials in the curatorial, archival and library collections of the sites;

“Contractor” means the contractor or the organization who will be awarded the contract;

“Fiscal Year” means April 1, 2014 to March 31, 2015, and April 1, 2015 to March 31, 2016.

“Operating Season” means the season of operation of the sites, which is from the Canada Day weekend to the Labour Day weekend;

“Sites” means Boishébert National Historic Site and Beaubears Island Shipbuilding National Historic Site, J. Leonard O'Brien Memorial;

“Superintendent” means the Field Unit Superintendent, Northern New Brunswick Field Unit, or his authorized representative.

1. Scope of Work

- 1.1 The contractor will provide reception and orientation services (including answering questions) to visitors to the sites, offer a self-guided tour, organize and offer two special events during the operating season, provide visitor safety functions, manage the collections of the sites, provide surveillance and report incidents on the island, and undertake janitorial and light maintenance services for the sites during the operating season of 2014 and 2015.
- 1.2 The contractor will perform all tasks in such a manner as to ensure the sites will be perceived as highly managed sites and in a manner that preserves the commemorative integrity of the sites in conformity with the Parks Canada *Cultural Resource Management Policy* (<http://www.pc.gc.ca/eng/docs/pc/poli/grc-crm/index.aspx>).

- 1.3 The contractor will ensure that where substances classified as controlled products under the Controlled Products Regulations are to be used in Crown-owned facilities, contractor employees receive appropriate training as per provincial and federal regulations and the Workplace Hazardous Material Information System (WHMIS) (<http://laws.justice.gc.ca/eng/regulations/SOR-88-66/>).
- 1.4 The contractor will ensure that regular boat transportation is provided for visitors to Beaubears Island at least once a day, on a regular schedule, during the operating season in 2014 and 2015.

2. Operations

- 2.1 The contractor will:
 - 2.1.1 prepare an operating plan for 2014-15 and 2015-16 which will be approved by the superintendent. It will include, but not be limited to, such items as: staffing levels, planned special events, and other planned activities for the sites by the contractor;
 - 2.1.2 deliver visitor services in such a way that highlights the national historic significance of the sites, and ensure that all contractor staff receive information regarding the reasons for designation of the sites;
 - 2.1.3 implement the visitor reception and orientation programs during the operating season, including the offer of a self-guided tour; and respond to telephone and written inquiries in both official languages;
 - 2.1.4 operate the sites using environmentally sound practices in keeping with the Government of Canada's commitment to a better environment;
 - 2.1.5 ensure that there is a sufficient number of qualified staff to provide the services outlined herein and that all persons employed by the contractor and its volunteers provide services in a manner that is respectful of the historic character of the sites;
 - 2.1.6 ensure that all work is conducted in compliance with all applicable statutes, policies, and directives relating to environmental assessments and to the protection of cultural

resources as they may be amended, revised, consolidated, or substituted from time to time.

2.2 The contractor agrees:

- 2.2.1 to provide services during the operating season from June 28th to September 1st, 2014, inclusively, and from July 1st to September 7th, 2015, inclusively;
- 2.2.2 to open the site to the public from 9:00 am to 5:00 pm, daily, during the operating season;
- 2.2.3 to determine a boat shuttle schedule and inform the superintendent;
- 2.2.4 to make appropriate verifications of boat shuttle operator licenses and insurance certification;
- 2.2.5 to allow staff time to provide visitor information and to register boat shuttle bookings.

2.3 Parks Canada will:

- 2.3.1 provide copies of all existing and new government and Parks Canada policies that are relevant to the operation of the sites.

3. Reception and Orientation Services

3.1 The contractor will:

- 3.1.1 ensure that all visitors are greeted and oriented to the sites and surrounding areas of interest;
- 3.1.2 offer the self-guided tour to visitors;
- 3.1.3 have a minimum of one attendant posted at the reception during the hours of operation;
- 3.1.4 distribute brochures and literature pertaining to the sites, if available, and provide information services on Parks Canada's activities in the area and local points of interest;
- 3.1.5 record and collate daily, monthly and seasonal visitor statistics, including paying and non-paying visitors; number of school

groups, commercial tour groups and other groups; numbers in each category of group; number of visitors per hour; visitor numbers by day, by week, by month and total visitors for the season; and report monthly visitor statistics on the forms provided to the superintendent;

- 3.1.6 cooperate with Parks Canada's initiatives in visitor research, such as site visitor surveys throughout the operating season as requested by the superintendent;
- 3.1.7 make comment/complaint forms available to visitors, on request, and deal appropriately with such comments in a timely manner. Any serious complaints will be brought to the attention of the superintendent;
- 3.1.8 maintain and cover the cost of telephone and internet communication services to answer enquiries from the public.

4. Self-guided Tour and Special Events

- 4.1 The contractor will:
 - 4.1.1 work with Parks Canada in the development of a self-guided tour of the sites which will be offered to visitors; the method used for the self-guided tour will be determined jointly between Parks Canada and the contractor;
 - 4.1.2 develop and offer two special events with the goal of increasing the number of visitors to the sites; the events should be compatible with the main themes and objectives of the sites.

5. Key Messages to Communicate to Visitors

- 5.1 The contractor agrees to ensure that the following messages are conveyed to all visitors, either directly or indirectly.
 - 5.5.1 Messages regarding national significance:
 - a. the reasons why Boishébert and Beaubears Island Shipbuilding, J. Leonard O'Brien Memorial, were designated and set aside as sites of national historic significance;
 - b. a "sense of place";
 - c. the importance and relevance of the sites to visitors and to Canada.

5.5.2 Messages regarding Parks Canada:

- a. Boishébert National Historic Site and Beaubears Island Shipbuilding National Historic Site , J. Leonard O'Brien Memorial, are managed by Parks Canada on behalf of Canadians;
- b. the sites are part of a Canada-wide family of national parks and national historic sites;
- c. national historic sites bring Canada's history alive and help connect Canadians with the forces that shaped this country;
- d. protecting and presenting Canada's natural and cultural heritage are part of the mandate of Parks Canada.

6. Marketing and External Relations

6.1 The contractor will:

- 6.1.1 work with Parks Canada on marketing initiatives regarding the sites;
- 6.1.2 ensure that the Parks Canada's corporate identity guidelines are followed for all publications and signage;
- 6.1.3 respond to media contacts and enquiries regarding the sites' operations during the operating season. All media enquiries which demand more than a provision of normal information are to be directed to the superintendent;
- 6.1.4 report all media contacts to the superintendent including their response and a copy of resulting published materials.

7. Official Languages

7.1 The contractor will:

- 7.1.1 provide services to the public (both in person and via the telephone and the Internet) in both official languages of Canada. All signs, notices and printed material used for the purpose of informing the public are to be written in both official languages, and approved by the superintendent, before being displayed or distributed;
- 7.1.2 have trained bilingual attendants at the sites during the hours of

operation.

8. Surveillance

- 8.1 The contractor will ensure a surveillance of Beaubears Island, including surveillance of known or expected undesired activities, and inspection in and around the island for inappropriate activities that may have occurred (campfires, alcohol, etc).
- 8.2 The contractor will report to proper authorities when incidents occur, and will inform the superintendent by providing an incident report.

9. Janitorial and Light Maintenance

- 9.1 The contractor will provide services for the cleaning of the toilet, litter and debris pick-up on the island.
- 9.2 The contractor will do minor repairs of facilities and grounds on the island. Major repair requirements must be reported to the superintendent.

10. Financial Records

- 10.1 The contractor will keep financial records which may be inspected or audited or both, at any time during normal business hours by any accredited representative or representatives of the superintendent upon reasonable notice being given.

11. Liaison, Monitoring and Evaluation

- 11.1 Both parties will endeavour to keep the other informed of issues and concerns as they arise, and to meet regularly to discuss issues of common concern.
- 11.2 Monitoring of the contract will be carried out throughout the year. An evaluation will be conducted by the contractor and the superintendent at the end of the each operating season and fiscal year.

12. Insurance

- 12.1 The contractor will, at his own expense, maintain insurance against liabilities or damages in respect of injuries to persons (including injuries resulting in death) and in respect of damage to property arising out of the performance of the work until completion of the work, including, without limiting the generality of the foregoing, public liability and property damage

insurance.

- 12.2 The insurance policies maintained under subsection 12.1 shall:
- 12.2.1 include the following “Cross Liability” clause. “The insurance afforded by this policy shall apply in the same manner, as though separate policies were issued, to any action brought against either of the named insured by the other named insured.”;
 - 12.2.2 cover the cost of defense or adjustment of claims over and above the money limitations of the policies;
 - 12.2.3 be in an amount specified by the superintendent or in an amount not less than the following limits:
 - i) general public liability to third parties, not less than \$1,000,000.00 for death or injury to one person arising from one accident; \$2,000,000.00 for death or injury to more than one person arising from one accident; and property damage not less than \$1,000,000.00 for damage to property arising from any one accident;
 - ii) workmen's compensation insurance, or employer's liability insurance in accordance with the legal requirements of the province where the work is being carried out;
 - 12.2.4 cover not only liability imposed by law on the contractor but also liability assumed by him under this contract, and shall so specify.
- 12.3 After award, should the superintendent direct an increase or decrease in the limits set out in subparagraph i) of sub-section 12.2.3, the contract price shall be adjusted accordingly.
- 12.4 All insurance policies maintained pursuant to section 11.1 shall provide that the proceeds thereof are payable to Her Majesty the Queen in right of Canada as represented by the Chief Executive officer of the Parks Canada Agency.
- 12.5 All insurance policies maintained pursuant to sections 12.2 and 12.3 shall be issued in the joint names of Her Majesty the Queen in right of Canada as represented by the Chief Executive Officer and the contractor, as their respective interests may appear.

- 12.6 Insurance certificates of all the insurance policies maintained pursuant to sections 12.1, 12.2 and 12.3 shall be filed with the superintendent prior to submission of the first progress claim, and when requested, the contractor shall provide proof that such policies are in force.
- 12.7 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.

13. Equipment and Materials

- 13.1 The contractor will:
 - 13.1.1 be responsible for the care and safekeeping of any office furnishings and equipment which may be made available by Parks Canada;
 - 13.1.2 ensure that all equipment provided by Parks Canada to perform the work is in a state of good repair. The superintendent along with the Health and Safety Committee reserves the right to have equipment that is judged to be unsafe, not suitable or defective taken out of service.

14. Safety

- 14.1 Fire prevention:
 - 14.1.1 The contractor shall provide fire prevention and suppression, including fire drills, as outlined in the fire safety and evacuation plan for the sites;
 - 14.1.2 All of the contractor's employees working on-site shall be familiar with the use of fire suppression equipment and reporting procedures in emergency situations;
 - 14.1.3 The contractor shall ensure that visitors comply with the no smoking regulations that are enforced on the historic grounds.

15. Occupational Safety and Health

- 15.1 The contractor shall be responsible for establishing safety procedures in relations to its activities dealing with all potentially hazardous situations at

the sites, and for ensuring that the procedures are followed. All serious incidents must be reported to the superintendent immediately.

15.2 The contractor shall provide a staff trained in first aid on-site. The first aid kit shall be supplied by Parks Canada.

15.3 The contractor will record any major incidents on-site (e.g. visitor injury) as per health and safety guidelines, and report any incidents immediately to the superintendent.

16. Security Policies and Procedures

16.1 The contractor agrees:

16.1.1 that Parks Canada will perform a security clearance (enhanced level) on all employees and volunteers prior to employment, and ensure that all volunteers and employees know that this level is to be maintained during the period of employment;

16.1.2 to treat as confidential, during as well as after the performance of any work under this contract, any information, including any personal information as defined in the Privacy Act, to which the contractor becomes privy as a result of acting under the contract. For more certainty, the contractor shall not disclose any such information to any other person or party which is not participating in the contract in a form that could reasonably be expected to identify the person, including individuals, to whom such information relates;

16.1.3 to establish operational security procedures for the sites to prevent acts of vandalism or the defacing of property and theft. The security procedures will include, but not be limited to, opening and closing activities and operations such as regular inspections of the structures, grounds and artifacts for loss, theft, damage and vandalism during the day; and visitor access control;

16.1.4 to ensure that sites' security procedures are followed and that any security issues or problems are dealt with efficiently. Any major security issues such as missing, broken or damaged structures, grounds, displays or artifacts are to be brought to the attention of the superintendent immediately.

17. Collections Management

17.1 The contractor will:

- 17.1.1 provide for the safekeeping of the sites' existing reference material including books, video tapes, audio tapes, slide and photo collection;
- 17.1.2 carry out a daily visual inspection of the artifacts on display during the operating season and report any theft to the superintendent;
- 17.1.3 ensure that a complete artifact and reproduction inventory is carried out at the end of each operating season against the master inventory list provided by Parks Canada. The completed verification shall be submitted to the superintendent;
- 17.1.4 prepare the furniture, exhibits, and artifacts for opening and closure according to Parks Canada's collection management directives;
- 17.1.5 not acquire or loan any artifacts or reproductions without obtaining the prior approval of the superintendent.

18. Maintenance

18.1 Parks Canada will maintain Beaubears Island, including the grounds, structures and signs.