



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

**Parks Canada Agency, Saguenay–St.Lawrence  
Field Unit, 182, de l'Église Street  
Tadoussac (Quebec) G0T 2A0**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Parks Canada Agency

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Propositions à : l'Agence Parcs Canada

Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

|  |  |
|--|--|
| <b>Title-Sujet</b>   |  |
| <b>Interpretation services at the Marine Environment Discovery Centre and Interpretation and Observation centre of Cap-De-Bon-Désir</b>  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>14-0303  | <b>Date</b><br>May 7, 2014   |
| <b>GETS Reference No. – N° de référence de SEAG</b>  |  |
| <b>Client Reference No. – N° de référence du client</b>  |  |
| <b>Solicitation Closes</b><br>L'invitation prend fin –<br><br><b>at – à 02:00 PM</b><br><b>on – le June 15, 2014</b>   | <b>Time Zone</b><br>Fuseau horaire -<br><br><b>Eastern Standard Time (EST)</b> |
| <b>Address Inquiries to: - Adresser toute demande de renseignements à :</b>  |  |
| <b>Angelle Rodrigue</b>  |  |
| <b>Telephone No. - N° de téléphone</b><br>418-235-4703 poste 232   | <b>Fax No. – N° de FAX:</b><br>418-235-1396                                    |
| <b>Destination of Goods, Services, and Construction:</b><br><b>Destination des biens, services et construction:</b>  |  |
| <b>See Herein</b>  |  |
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur:</b>  |  |
| <b>Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| _____  | _____  |
| <b>Name/Nom</b>  | <b>Title/Titre</b>   |
| _____  | _____  |
| <b>Signature</b>   | <b>Date</b>  |

## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Statement of Work
2. Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Contract Award

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Authorities
5. Payment
6. Invoicing Instructions
7. Certifications
8. Applicable Laws
9. Priority of Documents
10. Commercial General Liability Insurance (2008-05-12) G2001C
11. Former Public Servant Certification
12. Other contractor obligations
13. Guarantee

#### **List of Annexes:**

- Annex A Statement of Work  
Annex B Payment terms and conditions

## **PART 1 - GENERAL INFORMATION**

### **1. Statement of Work**

See annex A - Statement of Work.

### **2. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2. Submission of Bids**

Bids must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PCA will not be accepted.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than two (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 soft copies)

Section II: Financial Bid (1 soft copie)

Section III: Certifications (4 soft copies)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

The bid prepared by the Contractor shall detail the interpretation service. These documents will be attached to the contract.

The bid prepared by the **Contractor shall be broken using the worksheet provided in the tender and detail the costs associated with various budget items such as salaries and benefits per employee hourly rate and number of hours worked per week, insurance, maintenance, administration costs and contingencies.**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Quebec Sales Tax (QST) must be shown separately, if applicable.

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

- The maximum base budget of this project is **\$ 145 500, not including taxes**. Any amount above this proposal will be automatically rejected.

##### 1.1.2 Point Rated Technical Criteria

Service offerings will be evaluated by a selection committee based on the following criteria:

|    | <b>REQUIREMENTS</b>  | Maximum score | Minimum score | Rating Scale |
|----|--|---------------|---------------|--------------|
| C1 | The Contractor will demonstrate he has the appropriate experience to offer the interpretation services by indicating :<br><br>a. The recent and appropriate years of experience;<br>b. The similar appropriate projects led in the past (over the last five years);<br>c. Appropriate experience in personnel management and team supervision; | 55            | 27.5          | 55           |
| C2 | The Contractor must demonstrate an understanding of the role of a marine area and knowledge of service standards for Parks Canada.   | 25            | 12.5          | 25           |
| C3 | The Contractor will demonstrate that he is able to offer the reception service in both official Canadian languages.  | 10            | 5             | 10           |
| C4 | The Contractor will respect the maximum budget allocated, i.e. \$145 500, under pain of having his application rejected.<br>a. A lesser price will obtain additional points.   | 10            | 5             | 10           |
|    | <b>Total</b>   | <b>100</b>    | <b>50</b>     | <b>100</b>   |

The tenderer must obtain a minimum of 50% of the points for each of the preceding items (C1 to C4), failing which the offer will be rejected. The proposal receiving the highest total score will be chosen.

Only the information and documents required by Parks Canada will be considered for evaluation. This request for professional service proposal is the only step in the process of selecting one of the companies who will implement this mandate.

## 1.2 Evaluation

**C1) TOTAL : 55 points**

- a. Years of recent and relevant experience; / 20 points
- b. Similar and relevant projects undertaken in the past (during the last five years); / 20 points
- c. Relevant experience in personnel management and supervision of staff; / 15 points

**C2) TOTAL : 25 points**

**C3) TOTAL : 10 points**

**C4) TOTAL : 10 points**

- a. A lower price will get additional points:
  - If the price is less than 2% or more: 10%
  - If the price is lower, between 1.99% and 1%: 5%
  - If the price is similar to the maximum budget (0.9% or less): 0%

**TOTAL : 100 points**

## 1.3 Financial Evaluation

SACC clause A0220T (25-04-2013) Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

## 2. Basis of Selection

### 2.1 To be considered responsive, a bid must:

- (a) meet all the mandatory requirements of this solicitation; and
- (b) obtain the required minimum of 50 percent of the points for the criteria which are subject to point rating specified in this solicitation. The rating is performed on a scale of 100 points.

Bids not meeting (a) or (b) above will be given no further consideration.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications

or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

## **1. Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

- SACC clause 01 (2014-03-01) Provisions integrity – submission

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Statement of Work**

See Annex A- Statement of work.

### **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

#### **2.1 General Conditions**

2010A (2011-05-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **3. Term of Contract**

The contract period is from 1<sup>th</sup> July 2014 to 31<sup>th</sup> October 2014 inclusive.

### **4. Authorities**

#### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Danielle Gauthier  
Title: Administrative Services Officer  
Directorate: Saguenay–St. Lawrence Field Unit, Parks Canada Agency  
Address: 182 de l'Église Street, Tadoussac (Quebec) G0T2A0  
Telephone: 418-235-4703 ext. 223  
Facsimile: 418-235-1396  
E-mail address: [danielle.gauthier@pc.gc.ca](mailto:danielle.gauthier@pc.gc.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 Project Authority

The Project Authority for the Contract is:

Name: Angelle Rodrigue  
Title: Visitor Experience Manager  
Organization: Saguenay-St.Lawrence Field Unit, Parks Canada Agency  
Address: 182 de l'Église Street, Tadoussac (Quebec) G0T2A0  
Telephone 418-235-4703 ext 232  
Facsimile: 418-235-1396  
E-mail address: [angelle.rodrigue@pc.gc.ca](mailto:angelle.rodrigue@pc.gc.ca)

The Project Authority is the representative of the department or agency 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. Technical matters may be discussed with the Project Authority, however the Project 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

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

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

Organisation: \_\_\_\_\_

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

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

Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_

Email address: \_\_\_\_\_

**Procurement Business Number (PBN) :** \_\_\_\_\_

### **Instruction on how to obtain a Procurement Business Number (PBN)**

Canadian Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca>. For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## 5. Payment

### 5.1 Basis of Payment

The Payment terms and conditions are presented in Annex B.



## **5.2 Limitation of Expenditure**

SACC clause C60000C (16-05-2011), Limitation of Price.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## **6. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7. Certifications**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **8. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

## **9. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (21014-03-01) Services (Medium Complexity) apply to the contract and are an integral part;
- (c) Annex A, Statement of Work;
- (d) Annex B, Method of payment.

## **10. Commercial General Liability Insurance (2008-05-12) G2001C**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000** per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
 Quebec Regional Office (Ottawa),  
 Department of Justice,  
 284 Wellington Street, Room SAT-6042,  
 Ottawa, Ontario, K1A 0H8

- 3. A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## 11. Former Public Servant Certification

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner."pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **12. Other contractor obligations**

The Contractor commits to take up the defense and hold Parks Canada cleared and covered from any complaint or legal proceedings, issued from a third party, directed either against the Contractor, or their employees or agents for any damage of any nature whatsoever resulting directly or indirectly from the Contractor's operations in the use of the Premises used and occupied except any complaints or proceedings resulting from the intentional fault or severe fault of the Contractor, their employees and agents in the performance of their functions or job, and more particularly, but without restricting the generality of the above, resulting from any breach or lack of performance of the Contractor against the

terms of this contract or any damageable accident or incident likely to occur during this contract on the Premises used and occupied and if required, will assume, to his expenses, the legal claim of such complaint or proceedings and if applicable, will compensate Parks Canada, their employees or agents of any sentence in capital, interests and costs pronounced against one or the other, as if the sentence was against the Contractor himself.

Unless caused directly by the intentional fault or severe fault of Parks Canada, their employees and agents, Parks Canada will in no way be considered liable of damages, other than bodily or moral, regardless of their nature, which may be incurred by the Contractor, their employees and agents or by any other person likely to be found in the Premises.

The Contractor commits to compensate Parks Canada, their employees or agents for any damage, loss, injury or costs likely to result from the Contractor's operations in the use of the Premises used and occupied, and more particularly, but without limiting the generality of the above, following any breach or execution performance of the Contractor against the terms of this contract and following any damageable accident or likely to occur during this contract.

The Contractor waives herein any complaint or legal proceedings there could be, either against Parks Canada, or against the latter's employees or agents, for any damage of any nature whatsoever resulting either directly or indirectly from the Contractor's operations in the use and operation of the Cap-de-Bon-Désir interpretation and observation center, but without restricting the generality above, resulting from any activity lead in the Premises, as well as any action or omission of the Contractor, their employees, agents or contractors related in any way to all constructions or improvements or other activities led on the Premises used and occupied.

Notwithstanding any provision contrary to this contract, the Contractor's obligations in regard to the provisions of the previous four paragraphs, in the case of liability resulting from any event occurring during the course of this contract, will not expire due to the simple fact of expiry of this contract, and will persist after its expiry or termination for any cause or event initiated before its expiry or termination. No provision of this clause would result in creating or extending a right to the benefit of a third party.

The Contractor commits to inform immediately the Park Manager or his authorized representative of any anomalies, bodily injuries, material and other damages likely to impact the Tenant's clients in the Premises used and occupied. Parks Canada will provide the Contractor with the forms to be used to this end.

The Contractor will, with regard to the Premises used and occupied and to the equipment, insofar as these laws or regulations apply to the Premises used and occupied and to the equipment, comply with federal laws on the protection of the environment and their regulations. The Contractor also commits to comply with any rule or regulation relative to environmental protection issued by the provinces, territories, municipalities or local governments. The Contractor may not do, nor tolerate, nor allow any action or thing, in the Premises used and occupied, making up or likely to make up a nuisance. Without limiting the generality above, the Contractor commits specifically to fully clear the liability of Parks Canada for any nuisance impacting the occupants of any premises adjacent or near the Premises used and occupied or the public in general.

The Contractor will ensure, to his expenses, surveillance of his equipment located in the sites occupied, as well as safety of any persons located therein.

The Contractor acknowledges that Parks Canada has no obligation to ensure protection against fires or police services relative to the Premises used and occupied and the equipment.

All safety measures for the protection of personnel and equipment, and also to prevent fires, recommended by national or provincial codes or prescribed by competent authorities must be observed permanently.

Should the equipment located on the Premises used and occupied be partially or totally damaged, the Contractor may decide, to their discretion and expenses, to repair the damages, reinstall or reconstruct the equipment.

The Contractor commits to comply with and enforce the regulations of Parks Canada in the Premises used and occupied. He also commits to comply with and enforce the smoking ban inside federal buildings in the Premises used and occupied.

### **13. Guarantee**

The Contractor will guarantee and protect Parks Canada against any damage caused to persons or properties, as well as against complaints, requests, actions, proceedings or other recourse likely to be filed by anyone and in any way relative to this contract.

Parks Canada waives any liability in case of loss, damages or other causes in any way either to property belonging to the Contractor or entrusted with them and located in the Premises.

**ANNEX "A"**  
**STATEMENT OF WORK**

## **ANNEX "B"**

### **PAYMENT TERMS AND CONDITIONS**

The payment will be made upon presentation of an invoice on the dates indicated below:

**July 25<sup>th</sup>, 2014**  
**30 % total contract amount**

**August 20<sup>th</sup>, 2014**  
**50 % total contract amount**

**September 15<sup>th</sup>, 2014**  
**15 % total contract amount**

**October 31<sup>th</sup>, 2014**  
**5% total contract amount**

A deposit of twenty dollars (\$20) for each of the keys necessary to the operations on the site of the Cap-de-Bon-Désir interpretation and observation centre and the Marine Environment Discovery Centre will be required upon handing of said keys to the Contractor.