RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving Unit Parks Canada Agency 111 Water Street East Cornwall ON K6H 6S3

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.

Proposition 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 ciannexée, au(x) prix indiqué(s).

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

Interpretation continue at the In	terpretation and Observation			
Interpretation services at the Interpretation and Observation Centre of the Cap-De-Bon-Désir and Marine Environment				
Discovery Center.	and Manne Environment			
Solicitation No Nº de	Date			
l'invitation	2015-01-16			
10141546 GETS Reference No. – Nº de référ	ence de SEAG			
	one de sala			
Client Reference No. – Nº de référenc	e du client			
Solicitation Closes	Time Zone			
L'invitation prend fin	Fuseau horaire -			
<u> </u>	E			
at – à 2:00 p.m.	Eastern Standard Time			
on – le March 2, 2015	(EST)			
on ic match 2, 2015	·			
Address Inquiries to: - Adresser t	oute demande de			
renseignements à :				
G/31 3W 1 / 31				
Céline Morin (celine.mori	n@pc.gc.ca)			
Telephone No No de téléphone 613-938-5940	Fax No. – Nº de FAX:			
013-938-5940	_			
Destination of Goods, Services, and Construction:				
Destinations des biens, servic	es et construction :			
See Herein				
Vendor/Firm Name and Addr	ess			
Raison sociale et adresse du f				
l'entrepreneur :				
Telephone No Nº de téléphone :				
Facsimile No N° de télécopieur				
Name and title of person authoriz	zed to sign on behalf of the			
Vendor/Firm (type or print) Nom et titre de la personne autorisée a signer au nom du				
fournisseur/ de l'entrepreneur (t	aper ou écrire en caractères			
d'imprimerie)	•			
Name/Nom	Title/Titre			
· ·	ride, ride			
Signature	 Date			
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, bidders should refer to the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 <u>2003</u> (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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2.2 Submission of Bids

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

Bids transmitted by mail and facsimile will be accepted. Bid fax number: 1-877-558-2349.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 FPSs 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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;
- 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..

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) business 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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2.5 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

3.1 Bid Preparation Instructions

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

Section I:

Technical Bid (4 hard copies if sent by mail);

Section II:

Financial Bid (1 hard copy)

Section III:

Certifications (1 hard copy)

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 <u>Policy on Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policyeng.html). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

O1 The maximum base budget of this project is \$538,200.00 + insurance if there occurs, not including taxes. Any amount above this proposal will be automatically rejected.

4.1.1.2 Point Rated Technical Criteria

		Maximum score	Minimum score
C1	The Contractor will demonstrate he has the appropriate experience to offer the interpretation services by indicating :	50	25
	 a. The recent and appropriate years of experience; (20 pts) b. The similar appropriate projects led in the past (over the last five years); (20 pts) c. Appropriate experience in personnel management and team supervision; (10 pts) 		
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
C3	The Contractor will demonstrate that he is able to offer the reception service in both official Canadian languages.	. 10	5
	Total	85	42.5

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4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-12), Evaluation of Price

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
 - d. obtain the required minimum of 42.5 points overall for the technical evaluation criteria which are subject to point rating.
 The rating is performed on a scale of 85 points.
- 2. Bids not meeting (a) (b) (c) and (d) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 85 % for the technical merit and 15 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 85 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 15 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates **an example** where all three bids are responsive and the selection of the contractor is determined by a **60/40** ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

J		Bidder 1	Bidder 2	Bidder 3
Overall techn	ical score	115/135	89/135	92/135
Bid Evaluated	l Price	55 000,00 \$	50 000,00 \$	45 000,00 \$
Calculations	Technical merit	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined rat	ting	83,84	75,56	80,89
overall rating	'	1	3	2

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 The following security requirements apply and form part of the Contract.

At all times during the performance of the contract, the following conditions must be met:

- a. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Parks Canada Agency.
- b. The Contractor will ensure that the personnel responsible for collecting the entrance fees have a valid RELIABILITY STATUS before the beginning of the season of operations, i.e. June 20st, 2015. To do so, the Contractor will fill in the *Personnel security, consent and authorization verification form* supplied in appendix VII for the personnel who do not already have a reliability rating. The form must be handed over on no later than June 8nd, 2015.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled ______, dated ______. (to be filled in at contract award)

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010C (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The contract period is from June 1, 2015 to December 31, 2015 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Céline Morin
Contract, Procurement and Materiel Management Officer
Parks Canada Agency
Contracting Operations
111 Water Street E.
Cornwall ON K6H 6S3

Telephone: 613-938-5940

Facsimile: 1-866-246-689 (inquiries only)

Celine.morin@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.

6.5.2 Project Authority

Name: Title:					
Organization: Address:	···				
Telephone : Facsimile: E-mail address:	***************************************				

The Project Authority for the Contract is: (will be filled in at contract award)

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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.

6.5.3 Contractor's Representative (Contractor please fill in)

Name:	•	•		
Title:	•		-	
Organization:		,		
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.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$______ (amount will be inserted at contract award). Customs duties are excluded and Applicable Taxes are extra.

6.7.2 Payment Schedule

Payments will be made in accordance with the Contract and the following schedule upon submission of an invoice and approval by the Project Authority:

Payment No.	Date	% Payable
1	July 2, 2015	15% + actual cost of insurance
2	July 15, 2015	20 %
3	August 14, 2015	40 %
4	September 15, 2015	20 %
· 5	October 31, 2015	5 %

6.7.3 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.

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.8 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.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

6.10 Applicable Laws

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

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6.11 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(2014-09-25) Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated (to be inserted at contract award).

6.13 SACC Manual Clauses

Commercial General Liability Insurance (2014-06-26) 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. The Contractor must provide a copy of the insurance policy. Parks Canada will only refund the portion of the additional fees charged by our operations, if any, at the 1st payment identified in the contract (see Annex B). Proof must be provided to us.
- 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.
- I. 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 <u>Department of Justice Act</u>, 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

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.

3. The Contractor will underwrite, at his own expenses and to the benefit of Parks Canada and maintain throughout the time of this contract a <u>fire insurance</u> policy of a minimum amount of one million two hundred thousand dollars (\$1 200,000) for the premises used and occupied and content of the main house. The Contractor will provide the Manager with a proof of this fire insurance policy thirty (30) days before the start of their activities in the Premises occupied. Parks Canada will refund the amount of these insurance policy in the 1st payment identified in the contract (see Appendix B) on presentation of the amount of the policy.

7.0 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

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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 waivers 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 Marine Environment Discovery Centre, 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.

14. 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 waivers 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.

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ANNEX "A"
STATEMENT OF WORK



Parks Canada

Saguenay-St. Lawrence Field Unit

Statement of requirements
for the interpretation services at the
Interpretation and Observation Centre of
Cap-De-Bon-Désir
and
Marine Environment Discovery Centre

2015

Dossier: 15-0303

Canadä

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1. OBJECTIVES

This statement of requirements is for the execution of interpretation services at the Cap-de-Bon-Désir Interpretation and Observation Centre and the Marine Environment Discovery Centre for the 2015 operating season.

The period covered by the present statement of requirement is for a maximum of 3 years, i.e., the 2015 operating season with a possibility of 2 option years at the rate of one extension year at a time, granted at the discretion of the Park Superintendent by written notice.

This renewal notice may include additional clauses and conditions in the revision of the statement of requirements.

Credit hours

Upon authorization by the Park Superintendent, the Contractor may charge a maximum of 12 hours for the following tasks:

- Closing of the site beyond the prescribed period;
- Provision of interpretation services to Parks Canada business groups beyond the hours set out in this statement.

2. DEFINITIONS

When used in this document, the words or expressions below will have the following meaning unless the context indicates a contrary intention:

"Parks Canada" means the Parks Canada Agency, Saguenay-St. Lawrence Field Unit;

"Used and occupied Premises" or "Premises" means the premises described in Article 9.1 hereof;

"Contractor" means the bidder who will be awarded the responsibility of performing the work described in this statement of requirements;

"Park Superintendent" means the Director of the Saguenay-St. Lawrence Field Unit, Parks Canada Agency or any person authorized to act on his behalf.

3. NATURE OF THE WORK TO BE PERFORMED

3.1 Interpretation service

In accordance with the commitment of Parks Canada:

As a priority, **protect** the natural and cultural heritage of these exceptional places and ensure their integrity.

Encourage the **discovery** of the beauty and richness of our natural environment, and highlight the courage and ingenuity of those who helped create Canada.

Commemorate the invaluable heritage that was left to us by all these visionaries, whose knowledge and passion have inspired the character and values of our country.

Serve Canadians by working together to achieve excellence, guided by the values of competence, respect and fairness.

Similarly, in agreement with the theme of the Cap-de-Bon-Désir Interpretation and Observation Centre:

Cap-de-Bon-Désir, a light station witness to the importance of navigation in the St. Lawrence estuary; an exceptional viewpoint for the land-based observation of marine mammals.

and the Marine Environment Discovery Centre,

The St. Lawrence estuary and its relationship with man; the wonders, fragility and riches beneath the surface.

The Contractor shall provide a personalised interpretation service using the exhibitions, buildings and land made available as described in section 9.1.

These themes will be addressed in Canada's two official languages,

at the Cap-de-Bon-Désir Interpretation and Observation Centre:

- by the presentation of four (4) interpretive activities including *Ocean Encounter*;
- by offering Parks Canada's youth activities (e.g. Parka, Xplorers and Xplorers II);
- by offering an observation service to the public during all opening hours within the dates set out in this statement.

at the Marine Environment Discovery Centre:

- by the presentation of four activities including *Live from beneath the St. Lawrence*;
- by offering Parks Canada's youth activities (e.g. Parka, Xplorers and Xplorers II):
- by the presentation of films;
- by offering an observation service to the public during all opening hours within the dates set out in this statement;
- by offering only once, as part of the Des Escoumins Marine Festival (end of the Labour Day weekend), the *Ocean Encounter* activity.

Appendix I contains the schedule of interpretive activities at the Cap-de-Bon-Désir

Interpretation and Observation Centre and the Marine Environment Discovery Centre.

Parks Canada will provide the Contractor with the scenarios of each of the activities on signing of the contract.

3.2 Visitor service

The Contractor will ensure the principle of equality for all in accessibility to the activities it offers.

The Contractor is responsible for management of the brochures at the Marine Environment Discovery Centre. He must fill the display cases and maintain an inventory of the brochures indicated in the list provided by the Park Superintendent. The Contractor shall place an order for brochures every Wednesday before 10 a.m. from June 24 to October 7, 2015. The Contractor shall not distribute any brochures other than those indicated in the list. In any other case, the Park Superintendent shall authorize the list of documents to be distributed.

The Contractor shall also inform the public of the other activities which take place on the used and occupied Premises and which are accessible to the public. It will be the same for another Parks Canada location, namely the Pointe-Noire Interpretation and Observation Centre.

Notwithstanding the foregoing, the Park Superintendent reserves the right to host individuals or groups free of charge (journalists, students, distinguished visitors, etc.) who come for specific purposes other than to participate in interpretive activities. In this case, Parks Canada employees will accompany these visitors. To the extent that the Park Superintendent is informed in advance of the arrival of these visitors, he will notify the Contractor's representative within a reasonable time.

The Contractor shall apply the Parks Canada guidelines with regards to prevention. To do so, as part of the pre-season training offered by Parks Canada from June 9 to 19, 2015, personnel will receive level 2 prevention training. At the end of this training, participants will be able detect and report and incident and provide a courtesy reminder or formal notice as appropriate. Parks Canada counts on a proactive approach which encompasses communications and education among other things to influence visitors with the objective of preventing the majority of incidents related to the conservation of resources and the visitor experience.

3.3 Security service

In the event of breakage of any kind that he might observe on the Premises (e.g.: defective stairs, broken window, etc.) that could endanger the well-being or life of visitors or of his personnel, the Contractor will immediately notify the Park Superintendent of the prevailing situation by completing the *Equipment or Infrastructure Breakage Report* in the appended Appendix II.

The Contractor undertakes to have on site at all times during opening hours, at least

one employee possessing the qualifications to administer first aid and cardiopulmonary resuscitation (CPR).

The Contractor is responsible for the closing of the two sites, i.e., the Cap-de-Bon-Désir Interpretation and Observation Centre and the Marine Environment Discovery Centre. Before leaving the site, the Contractor shall ensure that no automobile remains in the parking lots beyond the open-for-business periods of these sites. The barrier of each site must be locked every evening.

3.4 Changes to the interior layout of the used and occupied Premises

Parks Canada will have the sole responsibility for all changes and improvements that it intends to make to the interior layout of the used and occupied Premises, including the exhibition and interpretive items that it owns. All suggestions for changes and improvements that will result in repairs to the structures of the used and occupied Premises will require the prior approval of the Park Superintendent and must be made in compliance with fire and safety standards.

3.5 Access to the used and occupied Premises

The Contractor shall also guarantee the Park Superintendent the right at any time to enter the used and occupied Premises and to examine the state in which the said Premises are maintained, repaired and kept in order. The Park Superintendent will have the right to send the Contractor a notice requiring that he perform this maintenance or make the repairs deemed necessary as a result of this examination in the event that Contractor has unusually altered the Premises.

3.6 Health and safety of personnel

The Contractor will assume the expenses for the safety of his personnel who will be present on the used and occupied Premises.

The Contractor shall do an assessment of the risks and inform his employees of these risks.

The Contractor must complete the Certification and proof of compliance with occupational health and safety requirements (Appendix VI).

At the Cap-de-Bon-Désir Interpretation and Observation Centre, during *Ocean Encounter* activities, the Contractor will be responsible for providing an oxygen administration kit at his own expense. The Contractor will ensure the presence of trained and certified personnel in sufficient numbers for the use of this kit.

At the Marine Environment Discovery Centre, during the presentation of the *Live from beneath the St. Lawrence* activity, Parks Canada will provide an oxygen administration kit and will see to its replacement where appropriate, as well as its compliance. The Contractor will ensure the presence of trained and certified personnel in sufficient numbers for the use of an oxygen administration kit.

The Contractor shall promptly notify the Park Superintendent of any intervention carried out by filling out the attached General Incident Report in Appendix III.

4. EXPECTED RESULTS

4.1 Interpretation services

Interpretation services will be provided to the public:

at the Cap-de-Bon-Désir Interpretation and Observation Centre:

For the summer period:

From June 20 until Monday, September 7 inclusive;

From 9 a.m. until 6 p.m.

For the fall period:

From Tuesday, September 8 to Sunday, September 13, 2015, and then from Wednesday to Sunday, from September 16 until Thanksgiving Day inclusive, i.e., Monday, October 12, 2015. from 12 a.m. until 5 p.m.

The *Ocean Encounter* activity will be offered from Wednesday, June 27 to August 22, 2015. In addition, a performance of this activity will take place as part of the Des Escoumins Marine Festival on the Labour Day weekend.

From July 18 to August 15, one extra person will be present to guide visitors on the site before the first keeper's house.

Description of the activity: Divers collect underwater organisms that are presented to the visitors. A featured event that attracts thousands of visitors.

Before the collection of underwater organisms, the Contractor shall ensure compliance with the legal requirements in force by obtaining a collection permit from Fisheries and Oceans Canada and a special activity permit from the Saguenay-St. Lawrence Marine Park.

At the Marine Environment Discovery Centre:

For the summer period:

From Saturday, June 20 until Monday, September 7, 2015 inclusive; From 9 a.m. until 6 p.m.

For the fall period:

No interpretation service is required for this period at the Marine Environment Discovery Centre, however the aquarium must be maintained until its closing no later than October 30, 2015 inclusive.

The *Live from beneath the St. Lawrence* activity will be offered from June 27 to August 22, 2015. From June 27 to Saturday, July 18, there will be 3 performances per week, i.e., on Sundays, Thursdays and Saturdays. From July 19 to August 15, there will be 5 performances per week, i.e., on Sundays, Wednesdays, Thursdays,

Fridays and Saturdays. From August 16 to 22, there will be 3 performances on Sundays, Thursdays and Saturdays.

Description of the activity: Divers equipped with a Sony camera and a Gates housing as well as AGA masks (communications) will reveal the underwater beauty of the St. Lawrence to visitors.

The Contractor will perform regular maintenance on the equipment according to the manufacturer's recommendations after each of the performances, i.e., a maximum of five (5) times per week. Parks Canada will be responsible for regular maintenance.

The Contractor can offer the public activities and services at other times of the year and thus operate the used and occupied Premises in accordance with the Parks Canada fee schedule. However, the Contractor shall still fulfil all the obligations or clauses of these presents and will not evade these obligations due to financial losses incurred at any time whatsoever.

The Contractor is responsible for the management of the Club Parka, Explorers and Explorers II books. He must ensure that he has the inventory of brochures indicated in the list provided by the Park Superintendent. The Contractor shall place an order for these booklets every Wednesdays before 10 a.m. In all other cases, the Park Superintendent shall authorize the list of handouts to be distributed.

The interpretation service will be assessed throughout the season. See the evaluation grids presented in Appendix IV. If applicable, the Contractor shall correct the weak points as soon as possible.

4.1.1 Interpretation program involving underwater diving

Any interpretation activity involving underwater diving will be coordinated by the Contractor who must operate according to the standards in force in the CSA or the CAUS. The Contractor will be responsible for providing the underwater diving equipment required, for verifying its compliance and for notifying the Park Superintendent of any cancellation for reasons related to equipment, weather conditions or personnel.

The Contractor will be responsible for the transport of the cylinders required for presentation of the interpretive program.

The Contractor will assume the costs of filling the cylinders and the rental of all the equipment necessary for interpretation activities involving underwater diving.

Divers must follow training according to the schedule provided by the Park Superintendent. Specific training is reserved for them. They cannot follow all the training in interpretation.

4.1.2 Aquarium

Parks Canada will assume the responsibility for filling the tank used to supply the salt water aquarium. This tank will be filled by mid-May.

The aquarium will be maintained by the Contractor until it is closed, after 6 p.m., on October 12, 2015. The Contractor will be responsible for providing the equipment necessary for routine usage verification and maintenance of the said aquarium.

The Contractor will then have about two weeks for the storage of the aquarium for the winter season: the system shall be deactivated after October 12 and no later than October 30, 2015.

4.2 Personnel

The Contractor shall:

- a) Provide the services of a person with a knowledge of aquarophilia.
- b) Identify his personnel appointed as guide-interpreters to familiarize them with Parks Canada and the other activities that take place in the Park as part of 58.5 hours of training which will be held from June 8 to 19, 2015.
- c) Provide competent personnel to interpret the themes of the Park and to communicate effectively with the public. The personnel shall provide reception and interpretation services in accordance with Parks Canada service standards:

a. Reception

Welcome in both official languages

Welcome with enthusiasm, courtesy and sincerity

b. Evaluate

Anticipate, understand and satisfy expectations and needs

c. Handle

Effectively convey information that is correct, accurate and up-to-date

Offer a personalized service promoting evocative and unique experiences

Communicate our passion by sharing compelling stories

d. Complete

Collect comments, taking them into account and follow up on them proactively

d) Ensure that personnel, in their actions as well as their attire, do not create any confusion of identity with Parks Canada staff among the public by wearing a badge and a patch that clearly indicates their membership. These will be provided by Parks Canada. In addition, personnel must adhere to the dress code which provides for the wearing of closed shoes and a sweater or shirt of a colour approved by the Park Superintendent. The wearing of jeans,

scarves and decorative items is prohibited.

- e) Ensure that the content of any communication is truthful and that personnel are courteous with visitors.
- f) On the following dates: June 27, July 4, July 11, July 18, July 25, August 8 and August 22, schedule an operational meeting with the Park Superintendent for a maximum length of one hour outside the site's operating hours. The Contractor shall ensure the presence of all personnel assigned to this contract.
- g) To be authorized to work on the site, personnel must have completed and signed the Release and Waiver of rights of publicity and Privacy provided in Appendix V. The forms must be submitted to Parks Canada no later than June 16, 2015.

4.3 Reports

- a) The Contractor undertakes to inform the Park Superintendent or his authorized representative without delay of irregularities, bodily injury, material and other damage that could occur on the used and occupied Premises. Parks Canada will provide the Contractor with the form identified in Appendix III.
- b) The Contractor shall complete the statistics forms on a daily basis. These forms will be submitted according to a pre-established schedule to the Park Superintendent or his authorized representative. The Park Superintendent will provide the Contractor with the necessary forms before the start of the season.

4.4 Meetings

The Contractor will participate in coordination meetings. These meetings will be held at the beginning and end of the season. The Park Superintendent and the Contractor will agree on the meeting dates. If necessary, additional meetings could take place at the request of one of the two parties.

The progress of activities, projects that the Contractor would like to implement and all matters relating to this contract will be discussed at these meetings.

These meetings will be held in the administrative office or in any other location determined in advance by the Contractor and Parks Canada.

The Park Superintendent reserves the right to convene any other meeting for special or urgent reasons.

A report will be prepared at each of these meetings and the Contractor undertakes to comply with the decisions made at the meeting. The Park Superintendent is responsible for the drafting and distribution of the proceedings of these meetings.

5. CHARGES ASSUMED BY THE CONTRACTOR

The Contractor shall pay the income taxes, taxes and contributions of any kind whatsoever, and which may also be imposed on activities he will undertake on the used and occupied Premises or any part thereof.

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 Marine Environment Discovery Centre will be required upon handing of said keys to the Contractor.

6. CONTRACTOR'S OBLIGATIONS

6.1 Laws and regulations

The Contractor shall comply with all laws and regulations enacted by the federal, provincial and municipal governments and other administrative authorities and intended in any way whatsoever for the used and occupied Premises as well as the activities that will be conducted there.

6.2 Bilingualism

The Contractor shall provide interpretation services in Canada's two official languages. All documents, posters, or notices that the organization distributes or displays on the used and occupied Premises shall be written in both of Canada's official languages and be authorised in advance by the Park Superintendent.

7. NECESSARY AUTHORIZATIONS

The Contractor shall obtain the prior approval of the Park Superintendent for the operating periods of the Premises, the programme content and publications, if applicable, prior to their release.

8. COMMERCIAL ACTIVITIES PERMITTED ON THE USED AND OCCUPIED PREMISES

The Superintendent cannot authorize an article sales service on the Premises.

9. MISCELLANEOUS

9.1 Buildings and land

At the Cap-de-Bon-Désir Interpretation and Observation Centre the used and occupied Premises are:

- the lighthouse keeper's house;
- the assistant keeper's house;
- the foghorn hangar;

- automation buildings;
- the footpath leading to the river;
- the viewpoint or observation kiosk on the coast;
- the diving shed;
- the garage and the electric cart;
- the employee and interpretation equipment storage premises;
- facility with freezer (formerly, an outhouse);
- the diving bridge;
- the adjacent lands, property of Parks Canada or the Department of Fisheries and Oceans Canada.

At the Marine Environment Discovery Centre, the used and occupied Premises are:

- the reception and interpretation centre;
- the land comprising the centre;
- the outdoor amphitheatre;
- the access gateways;
- drying room and corridor with the lockers;
- repair shop;
- the employee and interpretation equipment storage premises;
- aquarium system garage;
- the rear of the aquarium;
- storage shed under the amphitheatre.

The used and occupied Premises will be used primarily to operate an interpretive and activities program authorized by the Park Superintendent. The right of access to the land adjacent to the used and occupied Premises, the trails, roads and parking lots, is not exclusive to the Contractor. In addition, the Park Superintendent reserves the right, after consultation with the Contractor, to grant permits authorizing holders to enjoy, for the duration of the contract, certain privileges on one or more of the parts of the used and occupied Premises and to the Premises subject to the access rights, provided that those privileges do not unduly impair the use made of the said used and occupied Premises by the Contractor. For the duration of the contract, the Contractor will not do anything or allow anything to be done at any time that may interfere with the enjoyment of the rights thus conferred on third parties.

9.2 Equipment loan

The equipment and personal property that will be loaned to the Contractor must only be used for the interpretive program and the activities authorized by the Park Superintendent.

Upon expiry or termination of the contract, all loaned equipment must be returned to Parks Canada in satisfactory condition.

9.3 Public relations and communications

The Contractor shall keep the Park Superintendent informed of any communication with

the media. For this purpose, all press releases shall be submitted to and authorized by the Park Superintendent prior to any release. All interviews granted to the media shall be the subject of a report which will be submitted to the Park Superintendent the day following the interview or interviews.

In addition, all requests for information, interviews or advertising from the media (television, newspapers, magazines, radio, etc.) and concerning a Parks Canada activity or program shall be referred to the Park Superintendent. The Contractor shall not give access to Parks Canada sites without the prior authorization of the Park Superintendent for requests for interviews or advertising from the media (television, newspapers, magazines, radio, etc.).

Appendix I Service et programme d'interprétation

Centre d'interprétation et d'observation de Cap-de-Bon-Désir , Cap-de-Bon-Désir Interpretation and Observation Centre

Horaire des activités d'interprétation / Interpretation Activities Schedule

Samedi / Saturday	30 pieds chez Neptune / Ocean Encounter	Cartes postales/ Postcards	Naviguer sur le Saint-Laurent	·
Vendredi / Friday	Les hauts et les bas du bord de mer ou Naviguer sur le Saint-Laurent *		Les hauts et les bas du bord de mer ou Naviguer sur le Saint-Laurent *	
Jeudi / Thurdday	Les hauts et les bas du bord de mer ou Naviguer sur le Saint-Laurent *		Les hauts et les bas du bord de mer ou Naviguer sur le Saint-Laurent *	wrence
Mercredi / Wednesday	30 pieds chez Neptune / Ocean Encounter	Cartes postales/ Postcards	Naviguer sur le Saint-Laurent	Navigating on the St. Lawrence
Mardi / Tuesday	Les hauts et les bas du bord de mer ou Naviguer sur le Saint-Laurent *		Les hauts et les bas du bord de mer ou Naviguer sur le Saint-Laurent *	Navig
Lundi / Monday	Les hauts et les bas du bord de mer ou Naviguer sur le Saint-Laurent *		Les hauts et les bas du bord de mer ou Naviguer sur le Saint-Laurent *	
Dimanche / Sunday	30 pieds chez Neptune / Ocean Encounter	Cartes postales/ Postcards	Naviguer sur le Saint-Laurent	
	10h30	11.115	14h30	16h

* Varie selon les marées / depending of the tide

Appendix I Service et programme d'interprétation

Centre de découverte du milieu marin / Marine Environment Discovery Centre

Horaire des activités d'interprétation / Interpretation Activities Schedule

Samedi / Saturday	Le punch de l'estuaire	Les requins du Saint-Laurent	Le Saint-Laurent en direct	
Vendredi / Friday	Comme un poisson dans l'eau	Les requins du Saint-Laurent	Le Saint-Laurent en direct	
Jeudi / Thurdday	Le punch de l'estuaire	Les requins du Saint-Laurent	Le Saint-Laurent en direct	
Mercredi / Wednesday	Comme un poisson dans l'eau	Les requins du Saint-Laurent	Le Saint-Laurent en direct	Film / Movie
Mardi / Tuesday	Le punch de l'estuaire	Comme un poisson dans l'eau	Les requins du Saint-Laurent	
Lundi / Monday	Comme un poisson dans l'eau	Les requins du Saint-Laurent	Le punch de l'estuaire	
Dimanche / Sunday	Les requins du Saint-Laurent	Le punch de l'estuaire	Le Saint-Laurent en direct	
	10h30	13h30	14h30	16h

Moyenne saison : du 27 juin au 18 juillet et du 16 au 22 août, les dimanches, jeudis et samedis; Haute saison : du 19 juillet au 15 août, du mercredi au dimanche

Appendix II Equipment or infrastructure breakage report

Observation point:				
Observation date:	·.			
Equipment or infrastructure concerned:				
Description of the breakage:		·		
	<u> </u>	-	***************************************	
			,	
Filled in by: (capital letters)			-	
Signature: Da	ıte:			

Appendix III General incident report

	Violation	
Pollution / spill	□ Diving accident	
Person lost or disappeared	☐ Animal in difficulty or dead	
Accident / first aid	□ Bear present	
Craft in distress	□ Others	
Fall in the water		<u></u> ,
Date		
Date:	Time:	
Location:		
	Contact person	
Name:		· .
	tact person:	
Incident and intervention summa	ary	
		
	Person(s) involved	
Name:		
Role in the incident (witness, dri		
	/abiala/a\ invalvat	
Type:	Vehicle(s) involved	
Model:	Registration:	
Description:	Color:	
	•	
	Animal(s) involved	
Species:	Number:	
Comments		
Environmental con	ditions (weather, visibility, luminosity,	etc.)
_300		
PPATE /		
Information on the	e person having filled in the repo	*
Name: Date:		
Signature:	Time:	
Oignature.		
Fax number for sending the re	mort: 418 225-4102	•

EMERGENCY: 1 866 508-9888

Annexe IV Interpretation Service Evaluation Grid

The evaluation of work performed will be done throughout the season according to the following criteria

Interpretation Service

Cap-de-Bon-Désir Interpretation and Observation Centre and Marine Environment Discovery Centre

Professional Behaviour	☺	@	8
Understanding the scope of the service offered: the interpreter is aware of simultaneously representing Parks Canada, the Saguenay-St. Lawrence Marine Park and your Company.	s		
Welcoming and warm attitude displayed at all times towards visitors, e.g.: avoiding employee gatherings and personal conversations in the presence of visitors demonstrating positive body language, making eye contact during interactions	d		
Treating issues fairly, for example the hunting of seals citing sources as much as possible and allowing visitor to express his opinion without passing judging on him			
Organizing structured work, e.g.: preparing all the necessary equipment before the arrival of participants	е		
Demonstrating punctuality, e.g.: starting activities, the service on the rocks, at the planned times	9		
Favouring movement over shouting in communications between team members, e.g.: in the preparation of <i>Ocean Encounter</i> activity			e de la companya de l
Using the LEAPS method in handling grievances and complaints: listening, empathizing, asking, paraphrasing solving (ask the head of the Visitors' Service Team for help if needed)	,		
Using the radio transmitters reserved for the needs of the service considering the presence of visitors that can hear the communications: concise messages, humour in good taste etc.	e		
Promptness in performing various administrative tasks	:		

The evaluation of work performed will be done throughout the season according to the following criteria

Interpretation Service

Cap-de-Bon-Désir Interpretation and Observation Centre and Marine Environment Discovery Centre

Professional appearance	☺	⊜	8
Complying with the dress code and appearance of the uniform: clean, repaired and pressed as required, properly affixed and straight lapel pin, few clothing accessories	7		
added (decorative scarf, jewelry, etc.)	1		
Displaying a positive and engaging attitude: clear and smiling face, sunglasses allowing the eyes to be seen, eye contact, erect posture			
Abstaining from smoking or chewing gum			
	•		
Team spirit	©	⊕ ′	8
Collaborating with the members of the reception team, maintenance service and others, for example by passing on information that is relevant to their work			·
Displaying an ability to accept and offer constructive comments			
Demonstrating courtesy and politeness in communications with colleagues			
Respecting common living or work space, e.g.: washing and putting dishes away once the meal is over			-
Comments:			

L'évaluation du travail effectué se fera tout au long de la saison selon les critères suivants

Interpretation Service

Cap-de-Bon-Désir Interpretation and Observation Centre and Marine Environment Discovey Centre

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Annexe V Parks Canada Release and Waiver of rights of publicity and Privacy

I,, authorize the use of my likeness representation (like a drawing or photographic adaptation) designed by Parks Canada, on behalf of Parks Canada or approved by Parks Canada, which includes posters, photographs videos, movies and multimedia products.								
I discharge Parks Canada and its licensees from liability in respect of a claim for violation or rights of publicity or privacy that I may have regarding the use of my likeness or representation.								
I also allow my picture or represent Canada or elsewhere.	itation is displa	ayed, shown or reproduced in any form, in						
Name (Print)								
Name (Signature)	Date							
Signature of Parent or Guardian (if the model is under 18 years)	Date							

Appendix VI

Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Instructions:

Prime contractor must sign this form for all projects undertaken at Parks Canada work places.

This form is to be administered by the Project Manager and completed by the Prime Contractor AFTER contract award.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
		A special dispussion in the second
Project Manager/Contracting Authority (delete as required)		
Prime Contractor	de la companya del companya de la companya del companya de la comp	
Time conductor		
Subcontractor(s) (add additional fields as required)		
Location of Work		
General Description of Work to be comp	leted	
		•
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	4.	
Marine Company of the		

ANNEX B BASIS OF PAYMENT

Interpretation Services for Cap-de-Bon-Désir Interpretation and Observation Centre (CBD) and Marine Environment Discovery Centre (CDMM)

Expenditure items	Costs	Costs	Costs
	1st year	1st Option Year	2nd Option Year
Salary & payroll for CBD	·		
Salary & payroll for CDMM			
Aquarium (Equipment)			
Other equipment			
Tax (TPS 5%)	•		
Tax (TVQ 9,975%)			
Sub-total			
* Insurance			
Total per year			
Grand total for 3 years :			

^{*} Insurance : estimated cost requested. Proof of insurance, indicating the actual cost must be provided a maximum of 30 days before the start of the contract.

I hereby declare that:

Having carefully considered the request for proposals and statement of requirements related to the present tender;

Having obtained in Canada, all the information necessary for the preparation of this submission;

Having considered all local conditions and having carefully examined all the items that can potentially affect the execution of this project work;

Hereby, I offer to execute, on behalf of Parks Canada all work described in the statement of requirements of this submission and request for proposals, according to the requirements of the said statement of requirements and all the work involved in the project, but not specified in said statement of requirements and RFP and this, according to the price detailed on the bid form.

Signature					
Name of bidder	-				
Adress	 •			-	
	-				
	 • ,				
Phone number					
Authorized signature					
Date	-		*		