

**TERMS OF REFERENCE FOR THE DELIVERY OF SERVICES
AT THE MONUMENT-LEFEBVRE NATIONAL HISTORIC SITE OF CANADA
2017 and 2018 Operating Seasons**

Definitions

The following definitions shall apply to this contract:

“Fiscal Year” means April 1, 2017 to March 31, 2018.

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

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

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

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

“Site” means Monument-Lefebvre National Historic Site;

1. Scope of Work

- 1.1 The contractor will provide reception and orientation services (including answering questions) to visitors to the site, offer a self-guided tour, collect entrance fees, organize and offer two special events during the operating season, provide visitor safety functions, manage the collections of the site, and undertake house cleaning of the site during the operating season of 2017 and 2018.
- 1.2 The contractor will perform all tasks in such a manner as to ensure the site will be perceived as a highly managed site and in a manner that preserves the commemorative integrity of the site in conformity with the Parks Canada *Cultural Resource Management Policy* (<http://www.pc.gc.ca/eng/docs/pc/poli/grc-crm/index.aspx>).
- 1.3 The contractor will ensure that where substances classified as controlled products under the Controlled Products Regulations are to be used in Crown-owned facilities, that contractor employees receive appropriate training as per provincial and federal regulations and the Workplace

2. Operations

2.1 The contractor will:

- 2.1.1 prepare operating plans for the 2017 and 2018 operating seasons which will be approved by the superintendent. It will include, but not be limited to, such items as: staffing levels, planned special events, and other planned activities for the site by the contractor;
- 2.1.2 deliver visitor services in such a way that highlights the national historic significance of the Monument-Lefebvre, and ensure that all contractor staff receive information regarding the reasons for designation of the site;
- 2.1.3 implement the visitor reception and orientation programs during the operating season, including the offer of a self-guided tour; and respond to telephone and written inquiries in both official languages;
- 2.1.4 operate the site using environmentally sound practices in keeping with the Government of Canada's commitment to a better environment;
- 2.1.5 ensure that there is a sufficient number of qualified staff to provide the services outlined herein and that all persons employed by the contractor and its volunteers provide services in a manner that is respectful of the historic character of Monument-Lefebvre;
- 2.1.6 ensure that all work is conducted in compliance with all applicable statutes, policies, and directives relating to environmental assessments and to the protection of cultural resources as they may be amended, revised, consolidated, or substituted from time to time.

2.2 The contractor agrees:

- 2.2.1 to provide services during the operating season from July 1st to September 3rd 2017 and from June 30th to September 2nd 2018;

2.2.2 open the site to the public from 9:00 am to 5:00 pm, daily, during the operating season.

2.3 Parks Canada will:

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

3. Reception and Orientation Services

3.1 The contractor will:

3.1.1 ensure that all visitors are greeted and oriented to the site and surrounding areas of interest;

3.1.2 offer the self-guided tour to visitors;

3.1.3 have a minimum of one attendant posted at the reception counter and in the exhibit hall during the hours of operation;

3.1.4 distribute brochures and literature pertaining to the site, and provide information services on Parks Canada's activities in the area and local points of interest;

3.1.5 record and collate daily, monthly and seasonal visitor statistics, including paying and non-paying visitors; number of school groups, commercial tour groups and other groups; numbers in each category of group; number of visitors per hour; visitor numbers by day, by week, by month and total visitors for the season; and report monthly visitor statistics on the forms provided to the superintendent;

3.1.6 cooperate with Parks Canada's initiatives in visitor research, such as site visitor surveys throughout the operating season as requested by the superintendent;

3.1.7 make comment/complaint forms available to visitors, on request, and deal appropriately with such comments in a timely manner. Any serious complaints will be brought to the attention of the superintendent;

3.1.8 maintain and cover the cost of telephone and internet communication services to answer enquiries from the public.

4. Self-guided Tour and Special Events

4.1 The contractor will:

4.1.1 work with Parks Canada in the development of a self-guided tour of the site which will be offered to visitors; the method used for the self-guided tour will be determined jointly between Parks Canada and the contractor;

4.1.2 develop and offer two special events with the goal of increasing the number of visitors to the site; the events should be compatible with the main themes and objectives of the Monument-Lefebvre.

5. Key Messages to Communicate to Visitors

5.1 The contractor agrees to ensure that the following messages are conveyed to all visitors, either directly or indirectly.

5.5.1 Messages regarding national significance:

- a. the reasons why the Monument-Lefebvre was designated and set aside as a site of national historic significance;
- b. a “sense of place”;
- c. the importance and relevance of the site to visitors and to Canada.

5.5.2 Messages regarding Parks Canada:

- a. the Monument-Lefebvre National Historic Site is managed by Parks Canada on behalf of Canadians;
- b. the Monument-Lefebvre National Historic Site is part of a Canada-wide family of national parks and national historic sites;
- c. national historic sites bring Canada’s history alive and help connect Canadians with the forces that shaped this country;
- d. protecting and presenting Canada’s natural and cultural heritage are part of the mandate of Parks Canada.

6. Marketing and External Relations

6.1 The contractor will:

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

7. Official Languages

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

8. Entrance Fees

- 8.1 The contractor will:
 - 8.1.1 collect and charge the approved Parks Canada entrance fees and rental fees;
 - 8.1.2 participate in any national revenue promotions, such as the Parks Canada Discovery Pass;
 - 8.1.3 collect the fees at the site in accordance with Article 9.1;
 - 8.1.4 remit all revenue generated by fees and rentals to the Receiver General for Canada, as instructed by the superintendent;

8.1.5 maintain complete and accurate records of receipt and deposit, and provide a report to the superintendent on a weekly basis.

8.2 The contractor agrees to abide by the Parks Canada revenue policy which states that free access to parks and sites administered by the Agency shall be granted on Canada Day (July 1st), except to travel trade operators.

9. Financial Records

9.1 The contractor shall, during the term of the contract, maintain a point of sale system to the satisfaction of the superintendent.

9.2 The records required to be kept by the contractor pursuant to Article 9.1 may be inspected or audited or both, at any time by any accredited representative or representatives of the superintendent upon reasonable notice being given.

9.3 The superintendent shall have the right to prescribe or approve revenue gathering and cash control procedures and related equipment, and the superintendent shall also have the right to investigate any irregularities in such procedures and use of related equipment.

10. Liaison, Monitoring and Evaluation

10.1 Both parties will endeavor to keep the other informed of issues and concerns as they arise and to meet regularly to discuss issues of common concern.

10.2 Monitoring of the contract will be carried out throughout the year. An evaluation will be conducted by the contractor and the superintendent at the end of the operating season and at the end of each fiscal year.

11. Insurance

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

11.2 The insurance policies maintained under subsection 11.1 shall:

- 11.2.1 include the following “Cross Liability” clause. “The insurance afforded by this policy shall apply in the same manner, as though separate policies were issued, to any action brought against either of the named insured by the other named insured.”;
- 11.2.2 cover the cost of defense or adjustment of claims over and above the money limitations of the policies;
- 11.2.3 be in an amount specified by the superintendent or in an amount not less than the following limits:
 - i) general public liability to third parties, not less than \$1,000,000.00 for death or injury to one person arising from one accident; \$2,000,000.00 for death or injury to more than one person arising from one accident; and property damage not less than \$1,000,000.00 for damage to property arising from any one accident;
 - ii) workmen's compensation insurance, or employer's liability insurance in accordance with the legal requirements of the province where the work is being carried out;
- 11.2.4 cover not only liability imposed by law on the contractor but also liability assumed by him under this contract, and shall so specify.
- 11.3 After award, should the superintendent direct an increase or decrease in the limits set out in subparagraph i) of sub-section 11.2.3, the contract price shall be adjusted accordingly.
- 11.4 All insurance policies maintained pursuant to section 11.1 shall provide that the proceeds thereof are payable to Her Majesty the Queen in right of Canada as represented by the Parks Canada Agency.
- 11.5 All insurance policies maintained pursuant to sections 11.2 and 11.3 shall be issued in the joint names of Her Majesty the Queen in right of Canada as represented by the Chief Executive Officer and the contractor, as their respective interests may appear.
- 11.6 Insurance certificates of all the insurance policies maintained pursuant to sections 11.1, 11.2 and 11.3 shall be filed with the superintendent prior to submission of the first progress claim, and when requested the contractor shall provide proof that such policies are in force.

12. Equipment and Materials

12.1 The contractor will:

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

13. Safety

13.1 Fire prevention:

- 13.1.1 The contractor shall provide fire prevention and suppression, including fire drills, as outlined in the fire safety and evacuation plan for the site;
- 13.1.2 All of the contractor's employees working on-site shall be familiar with the use of fire suppression equipment and reporting procedures in emergency situations;
- 13.1.3 The maintenance, re-charging and annual inspection of all extinguishers and fire prevention and suppression equipment shall be the responsibility of Parks Canada;
- 13.1.4 The contractor shall ensure that visitors comply with the no smoking regulations that are enforced in the historic structures and on the historic grounds.

14. Occupational Safety and Health

- 14.1 The contractor shall be responsible for establishing safety procedures in relations to its activities dealing with all potentially hazardous situations at the site, and for ensuring that the procedures are followed. All serious incidents must be reported to the superintendent immediately.
- 14.2 The contractor shall provide a staff trained in first aid on-site. The first aid

kit shall be supplied by Parks Canada.

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

15. Security Policies and Procedures

15.1 The contractor agrees:

- 15.1.1 that Parks Canada will perform a security clearance (enhanced level) on all employees and volunteers prior to employment, and ensure that all volunteers and employees know that this level is to be maintained during the period of employment;
- 15.1.2 to treat as confidential, during as well as after the performance of any work under this contract, any information, including any personal information as defined in the Privacy Act, to which the contractor becomes privy as a result of acting under the contract. For more certainty, the contractor shall not disclose any such information to any other person or party which is not participating in the contract in a form that could reasonably be expected to identify the person, including individuals, to whom such information relates;
- 15.1.3 to establish operational security procedures for the site to prevent acts of vandalism or the defacing of property and theft. The security procedures will include, but not be limited to, opening and closing activities and operations such as regular inspections of the building, grounds and artifacts for loss, theft, damage and vandalism during the day; visitor access control; the checking of all heating devices in the building to verify their status; the inspection of the building and each room within the building to ensure visitors have vacated at the end of the operating day; the checking of doors and windows to ensure they are secure and locked; and operation of the electronic security system and protocols;
- 15.1.4 to ensure that site security procedures are followed and that any security issues or problems are dealt with efficiently. Any major security issues such as missing, broken or damaged structures, grounds, displays or artifacts are to be brought to the attention of the superintendent immediately.

16. Collections Management

16.1 The contractor will:

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

17. Management

17.1 Parks Canada shall be responsible for all conservation and maintenance of historic fabric, including structures and artifacts, as well as any replacement or major repairs to all assets and facilities.

18. Maintenance Services

18.1 The contractor will:

- 18.1.1 respect all guidelines, procedures and directives regarding the provision of janitorial services to the Monument-Lefebvre. The maintenance guidelines will be provided by Parks Canada;
- 18.1.2 be responsible for the maintenance and replacement, if necessary, of all equipment related to the use of the auditorium of the Monument-Lefebvre;

18.1.3 abstain from carrying out any modification or alterations to the interior and exterior of the Monument-Lefebvre building without the prior authorization of the Superintendent. The contractor will have to respect all directives and instructions provided by the superintendent for any modification or changes to the existing structures.

18.2 Parks Canada will:

18.2.1 provide electrical and heating services as well and any required maintenance services to the building. Parks Canada will also be responsible for any required maintenance and/or up-grading of the Acadian Odyssey exhibit located on the ground floor of the building.

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