



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

By mail:

Parks Canada Agency Bid Receiving Unit
National Contracting Services
111 Water Street East, Cornwall, ON K6H 6S2

Bid Fax: 877-558-2349

**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 goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

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 biens, services et travaux de construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Issuing Office - Bureau de distribution :

Parks Canada Agency
National Contracting Services
111 Water Street East
Cornwall, ON K6H 6S2

Title - Sujet : Provision of Lifeguard Services for Ingonish Beach, Cape Breton Highlands National Park	
Solicitation No. - N° de l'invitation : 5P300-18-0378/A	Date : February 27, 2019
Client Reference No. - N° de référence du client : N/A	
GETS Reference No. N° de référence du SEAG : PW-19-00865720	

Solicitation Closes - L'invitation prend fin : At - à : 2 pm On - le : April 8, 2019	Time Zone - Fuseau horaire EDT
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F.O.B. - F.A.B. : Plant - Usine : <input type="checkbox"/> Destination : <input checked="" type="checkbox"/> Other - Autre : <input type="checkbox"/>		
Address Enquiries to - Adresser toutes demande de renseignements à : Laura Lowson		
Telephone No. - N° de téléphone : 613-938-5791	Fax No. -N° de télécopieur :	Email Address – Courriel : laura.lowson@canada.ca
Destination of Goods, Services, and Construction - Destination des biens, services et travaux de construction : 37486 Cabot Trail, Ingonish Beach, NS B0C 1L0		

TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE

Vendor/ Firm Name - Nom du fournisseur/de l'entrepreneur :	
Address - Adresse :	
Telephone No. - N° de téléphone :	Fax No. - N° de télécopieur :
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print) - Nom de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Signature :	Date :

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Contracting Authority - Autorité contractante :
Laura Lawson

Client Ref. No. - N° de réf. du client :
N/A

Title – Titre :
Provision of Lifeguard Services for Ingonish Beach, Cape Breton Highlands National Park

IMPORTANT NOTICE TO BIDDERS

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s), an electronic transfer of funds deposited directly into a bank account. New vendors who are awarded a contract will be required to complete a Direct Deposit enrolment form in order to register their direct deposit information with Parks Canada to receive payment.

Additional information on this Government of Canada initiative is available at:

<http://www.directdeposit.gc.ca>

Security Requirements

This document contains a security requirement. For further instructions consult Part 1 – General Information clause 1.1, Security Requirements and Part 6 – Resulting Contract Clauses clause 6.1, Security Requirements.

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PART 1 – GENERAL INFORMATION

1.1 Security Requirements

New personnel security clearance requests will require mandatory fingerprints to initiate the criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by the change in the criminal record check process. Applicants who require a personnel security clearance are responsible for all costs associated with fingerprinting.

1.1.1 Before the work can commence, the following conditions must be met:

- (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
- (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

1.2 Statement of Work

The Work to be performed is detailed under Annex “A” 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.

1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

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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 *Standard Acquisition Clauses and Conditions Manual* (<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 *2003* (2018-05-22), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Parks Canada Agency 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 or by email will not be accepted.

2.3 Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 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.

2.4 Applicable Laws

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

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.

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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 (1 hard copy and 1 soft copy on USB)

Section II: Financial Bid (1 hard copy and 1 soft copy on USB)

Section III: Certifications (1 hard copy and 1 soft copy on USB)

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 mandatory technical requirements.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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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

M1. The contractor must have a minimum of three years' experience in providing lifeguard services as outlined in Annex A – Statement of Work.

4.1.2 Financial Evaluation

SACC Manual clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 [A0031T](#) (2010-08-16) Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 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 at Annex "E" to Part 5 of the Bid Solicitation before contract award.

5.2.2 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must submit a list of names prior to award of a contract. Bidders must provide the information requested at Annex "F" to Part 5 of the Bid Solicitation.

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5.2.3 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16), Status and Availability of Resources

5.2.4.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16), Education and Experience

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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 to and form part of the Contract.

- 1) The Contractor/Offeror personnel requiring access to sensitive work site(s), assets or information must EACH hold a valid RELIABILITY STATUS, granted or approved by Parks Canada Agency Security Directorate (PCASD);
- 2) The Contractor/Offeror MUST NOT remove any PCA assets from the identified work site(s) without consent from a PCA employee, and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction;
- 3) All screening requests for contractors must be sent to pc.securite-security.pc@canada.ca.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010B](#) (2018-06-21), General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020 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 four (4) additional one (1) year periods 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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the

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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:
Laura Lawson
Contracting Officer
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
111 Water Street East, Cornwall, ON K6H 6S2

Telephone: (613) 938-5791
E-mail address: laura.lowson@canada.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

The Project Authority for the Contract is:

***** to be provided at contract award *****

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.

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6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Representative's Name:		
Title:		
Vendor/ Firm Name:		
Address:		
City:	Province / Territory:	Postal Code / ZIP Code:
Telephone:	Facsimile:	
Email Address:		
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:		

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 *Public Service Superannuation Act* (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 [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$_____ *** to be provided at contract award ***. Customs duties are included and Applicable Taxes are extra.

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.

6.7.2 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;

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- c. the Work performed has been accepted by Canada.

6.8 Invoicing Instructions

1. 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.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

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 2010B (2018-06-21) General conditions: Professional services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) the Contractor's bid dated ***** to be inserted at contract award *****.

6.12 **A9068C** (2008-05-12), Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

6.13 **B6802C** (2007-11-30), Government Property

Government Property must be used only for the purpose of performing the Contract.

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6.14 G1001C (2013-11-16) Insurance Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex “C”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.15 D5328C (2014-06-26) Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.16 A9014C (2006-06-16) Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:_____.

6.17 A7017C (2008-05-12) Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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Client Ref. No. - N° de réf. du client :
N/A

Title – Titre :
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ANNEX A

STATEMENT OF WORK

1. Description of Work

Provision of Surfguard Services at Ingonish Beach, Cape Breton Highlands National Park of Canada (CBHNPC), and/or the adjacent Freshwater Lake Beach (CBHNPC), if requested by CBHNPC.

Note: All references to lifeguard(s), surfguard(s), or guards, in this Statement of Work, Request for Quotation and accompanying documents, are here used interchangeably.

2. Scope of Work

The contractor is responsible for providing: all required services; deliverables; forms for required reporting; and reports; along with any other personnel; equipment; supplies; including, but not limited to, uniforms; first aid supplies and equipment; etc., the contractor deems necessary to carry out the work. All the equipment must be maintained, operational, in good working condition, and available for service at all times throughout the term of the contract. Replacement equipment and supplies must be available as required.

The contractor is also responsible for their own travel arrangements and expenses.

2.1. Area of Surf Guard Service

The Contractor is responsible for provision of surf guard services at the Ingonish beach day use area within CBHNPC. The service is to be offered on the ocean front within designated supervised area. This service location may change to the adjacent Freshwater Lake Beach at the request of CBHNPC, depending upon conditions and/or demand(s) (e.g. surf conditions, special events, etc.).

The Ingonish Beach and Freshwater Beach are only a few minutes' walk apart. It is estimated that 99.9% of the surf guard's time will be on Ingonish Beach. The Freshwater Lake Beach will only be occasionally used and Ingonish Beach would be closed at this time.

The approximate size of the supervised area at the Ingonish Beach Day Use Area is 30-40 meters from water to cobble and 150-200 meters in length.

The approximate number of visitors based on previous season(s):

Total all summer – 6,349;
Peak Day – 1,160

The approximate size of the supervised area at the Freshwater Lake Beach (CBHNPC) is 40 meters in length and 15 meters from shore to grass.

The approximate number of visitors based on previous seasons is 30-50 per day.

2.2. Length of Season

Provision of surf guard services at Ingonish Beach Day Use Area CBHNPC, or the adjacent Freshwater Lake Beach CBHNPC, if requested by CBHNPC from:

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June 29th 2019 to August 25, 2019, inclusive seven (7) days a week, from 11:00 to 17:00, **daily** on the beach.

June 28th 2019 – Set up and preparatory work to commence the day prior to beach opening.

The contractor is required on June 28th 2019, to assist in determining the appropriateness of the proposed supervised site. The area of delineation of the supervised area must be approved by the CBHNPC Resource Conservation Manager or designate (i.e. Visitor Safety Coordinator).

The dates for the Option periods will be determined before the beginning of each season.

2.3. Level of Service

The contractor is responsible to ensure that {including during any breaks, lunches, etc.} at a minimum:

- a) One guard is present at the water front at all times, ensuring the safety of visitors present, and;
- b) A second guard is in close proximity (within 50-100 meters of the waterfront), at all times to respond and assist the first guard, when signalled by the whistle or radio.

This service will be provided seven (7) days a week, from 11:00 to 17:00, on beach from **June 29th, 2019, to August 25th, 2019**, inclusive. One guard must be a Beach Captain and at least one guard must be bilingual.

2.4. Certification

At the beginning of each season all surf guards on duty must possess the following:

- a) Standard First Aid
- b) Cardio-Pulmonary Resuscitation (Level C)
- c) National Lifesaving Society "Waterfront"
- d) National Lifesaving Society "Surf"
- e) Satisfactory medical exam within the past 12 months

2.5. Contractor's Responsibility

The contractor **MUST immediately report to the Duty Officer anything of an urgent or safety nature such as lost persons, emergency response on the beach, beach closure, etc.** Other items that need to be reported but may not be life threatening can be reported that same day to Resource Conservation Section or designate such as vandalized signs, broken equipment, etc., unless these are deemed to be relevant to the safety of the beach and visitors.

- a) Provide surf guard services, beach ocean surf conditions supervision, and first aid services at the designated beach site.
- b) Ensure the privacy of members of the public is maintained at all times.
- c) Ensure that a minimum of two (2) guards are on duty at all times (see above level of service) during the hours and dates indicated.
- d) Ensure that one of the guards on duty all times is a Beach Captain.
- e) Ensure that one of the guards on duty at all times is bilingual.

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- f) Provide a schedule in writing to CBHNPC Resource Conservation Manager or designate prior to the commencement of the season each year indicating the dates and names of guards assigned.
- g) Assist in determining the appropriateness of the proposed supervised site. The area of delineation of the supervised area must be approved by the CBHNPC Resource Conservation Manager or designate.
- h) Ensure cell phone communication ability while on duty.
- i) Conduct daily surf assessments at the commencement of each day, and report these, along with the air and water temperature within a half an hour of beach opening and any time after thereafter that the conditions change drastically, by calling this information into the Ingonish Visitor Centre.
- j) Act in a timely fashion and advise the public that the supervised swimming areas are closed when surf conditions become such that safe and effective surf guard services cannot be maintained, and then immediately report the beach closure to the Duty Officer. Signage to be used in the event of a closure will be provided by CBHNPC.
- k) Inform the public of any hazards or risks when present or periodically occur, either inside or adjacent to supervised swimming areas and then immediately report hazards or risks to the Duty Officer. This may include, but is not limited to, use of signage provided by CBHNPC.
- l) Provide CBHNPC with monthly and operational season year end reports of beach management information for the service provided. (See Article 4.0 Deliverables – Sub-sections 4.3-4.4)
- m) The contractor will supply all forms for the required reporting described in Article 4.0 Deliverables, with the exception of the Comment Cards and the forms to accompany lost and found items to be supplied by CBHNPC.
- n) Surf guards will NOT answer media questions and will refer all media questions and interview requests to the CBHNPC Resource Conservation Manager or designate.**
- o) Take initial action in the event a lost person is reported by immediately notifying the CBHNPC Duty Officer and performing an initial search, but not at the risk of the users in the supervised area.
- p) Participation in and implementation of the Parks *Canada Agency Quality Visitor Experience (QVE)* program in accordance with training provided by the Agency. If formal training is available, attendance by some or all of the surf guards (including replacement personnel) may be requested by Parks Canada, any time after contract award. Parks Canada may choose to stop beach service to deliver this program/training.
- q) The contractor is responsible for immediately reporting to the Duty Officer if any equipment that has been provided by Parks Canada is found to be stolen, damaged, missing, in need of replacement, repair etc.

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- r) All equipment used to establish and identify designated swimming areas (i.e. ropes, buoys, surf guard chairs, anchors, etc.) or necessary to carry out guard duties (i.e. surfboards, surf board stands, rescue cans, first aid kits, radio kits, etc.) must be in place by 11:00 on the date beach supervision commences and must remain in place until beach supervision is discontinued for the season. The contractor is also responsible for daily lock-up and next day set up of equipment that needs to be secured, as applicable.
- s) Install, remove, transport, and store for the winter, equipment provided by CBHNPC such as: anchors, lines, and buoys used to delineate swimming areas. Winter storage will entail lines and buoys to be hung on racks provided. Winter storage location is the surf guard hut.
- t) The Contractor is responsible to ensure that uniforms clearly identify the resources by the Contractor's name and that the uniform must not resemble a Parks Canada uniform in any way.

2.6. Duties and Responsibilities - Beach Captain and Surf guards

Note: The only role that is unique to the Beach Captain is the role of supervising the surf guard(s). The division of duties between Beach Captain and surf guards is here divided only as has been done in the past. It is up to the contractor to determine delegation of work.

- a) Provide professional and competent surf guarding services, first aid assistance and lifesaving service.
- b) Conduct daily surf assessments at the commencement of each day, and report these, along with the air and water temperature within a half an hour of beach opening and any time after thereafter that the conditions change drastically, by calling this information into the Ingonish Visitor Centre.
- c) Maintain daily surf condition information on signs provided by Parks Canada using standard terminology in both official languages. Condition reports are to be modified and updated as conditions change.
- d) Surf guards will check beach signage and immediately report any missing or damaged signs to the Duty Officer.
- e) On a daily basis, inspect and maintain marker lines and anchors which define the supervised swimming areas.
- f) Ensure the daily security, testing and safe and professional operation of all equipment, supplies, and materials required.
- g) Maintain life-saving, first aid equipment and facilities such as surf hut and first aid room in clean, organized, operational condition. Report if any equipment that has been provided by Parks Canada is found to be damaged, stolen, missing, in need of replacement, repair etc. to the Duty Officer immediately.
- h) Act in a timely fashion and advise the public that the supervised swimming areas are closed when surf conditions become such that safe and effective surf guard services cannot be maintained, and then immediately report the beach closure to the Duty Officer. Signage to be used in the event of a beach closure to be provided by CBHNPC.

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- i) Identify hazards and take appropriate action to mitigate hazard. Any actions taken are to be communicated daily to the Duty Officer.
- j) Take initial action in the event a lost person is reported by immediately notifying the CBHNPC Duty Officer and performing an initial search, but not at the risk of the users of the supervised area.
- k) Verbally inform the public, in both official languages, of any beach or water hazard. Inform park users of different beach regulations (e.g. dogs are not permitted anywhere on the beach during summer months), and where warranted, provide park visitors with general information about CBHNPC.
- l) Daily recording and compilation of all information and data to be submitted in the month's end reporting – Nil reports are also required. (See article 4.0 – Deliverables).
- m) Daily recording and compilation of all information and data via handwritten paper copy reports (forms for reporting supplied by the Contractor) – (See – 4.0 - Deliverables – Subsection 4.2 – Daily Reports). All forms and reports that contain information that is personal in nature, including but not limited to: individual's names, addresses, health information, etc. must be submitted daily at end of day to the Duty Officer or designate and will not be retained by the contractor.
- n) The Contractor is responsible for ensuring that all personal information is protected at all times until this information is required for submission at end of day.
- o) Data pertaining to beach management must be retained by the Contractor for inclusion in the month's end final reporting. Nil reports are also required.
- p) Reporting immediately, however, any incidents or any other information appropriate, applicable, and relevant to the safety of the beach environment.
- q) The Contractor will not retain or use any information obtained in the course of performance of the Work, including, but not limited to: personal or health information obtained from members of the public, including any forms, reports, etc., containing data for required reporting, etc.
- r) Surf guards will not answer media questions and will refer all media questions and interviews requests to the CBHNPC Resource Conservation Manager or designate.

2.7. Secondary Duties and Responsibilities of Surf Guards

- a) Perform water rescue demonstrations at the supervised beach areas as requested by the CBHNPC Resource Conservation Manager or designate, but not at the risk to the users of the supervised areas. The demonstrations are NOT to involve members of the public.
- b) Participation in and implementation of the *Parks Canada Agency Quality Visitor Service Experience (QVE) program* in accordance with training provided by the Agency. This will involve training to proactively prevent incidents before they occur, to safely and actively address incidents that do occur, and to transfer incidents to the appropriate law enforcement authority when required.

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- c) A surf guard hut is made available for use by the Contractor. The intended purpose of the hut is to provide shelter and privacy for first aid, to house lifesaving equipment and provide surf guards shelter from the sun and inclement weather. The surf guard hut shall not be used as living accommodation at any time and must be locked up at the end of each day.

2.8. Parks Canada Service Program

The contractor shall participate in the Parks Canada Quality Visitor Experience program in accordance with the training provided by Parks Canada Agency. This will include:

Ensuring adherence to the following service standards, at a minimum and where appropriate:

- a) Greeting visitors in both official languages,
- b) Welcoming visitors in a cheerful, courteous and sincere way,
- c) Anticipating, recognizing and working to fulfill visitor's needs and expectations,
- d) Offering personalized service that encourages unique, engaging experiences,
- e) Effectively communicating accurate and up-to-date information,
- f) Sharing Parks Canada's passion through captivating stories,
- g) Proactively seeking, appreciating and responding to visitor feedback,

Supporting implementation of the following prevention tasks when appropriate:

- a) Detecting, recording and reporting incidents (Dogs on the beach, alcohol consumption on the beach etc.) using the appropriate procedures (e.g. Radio or cell phone communication, completion of a tracking form) in accordance with provided training.
- b) Providing friendly reminders or formal notices related to specific instances (e.g. dogs on the beach, alcohol consumption on the beach etc.) using the appropriate procedures in accordance with provided training.

Consistent implementation of the Parks Canada Service program in accordance with the training provided is expected but it is understood that these duties shall not distract from the core responsibilities of the contract.

3. Cape Breton Highlands National Park's Responsibilities

- a) Provide and maintain and secure lifeguard storage hut and chairs, if necessary (assuming all labour, material and storage cost);
- b) Deliver surf guard chairs to each site the week preceding the start of the supervised season and remove the stands following the supervised season;
- c) Provide buoys and rope (anchors and lines etc.) to delineate beach area, surfboards, signage, comment cards and forms to accompany lost and found articles.
- d) Provide and manage all support services/facilities (e.g. best possible ambulance access, access to beach, boardwalks, washrooms, etc.);
- e) Maintain the integrity of the beach and its suitability for public use by removing obstructions and hazards (e.g. driftwood, rocks, and garbage) and provide strategically placed garbage cans with lids and ensure they are emptied regularly.

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- f) Provide a list of CBHNPC beach regulations (e.g. dogs are not permitted anywhere on the beach during the summer months, liquor is not permitted, etc.).

4. Deliverables Required

The Contractor will supply all forms for the required reporting, with the exception of the Comment Cards and forms to accompany lost and found items, which will be supplied by CBHNPC.

4.1. Prior to the Commencement of Work

- a) Provide a schedule in writing to the CBHNPC Resource Conservation Manager or designate prior to the commencement of the season each year indicating the dates and names of the guards assigned.
- b) Guards must complete Parks Canada security screening.

4.2. Daily Reports

- a) Conduct daily surf assessments at the commencement of each day, and report these, along with air and water temperature within half hour of beach opening and anytime thereafter that the conditions change drastically, by calling this information into the Ingonish Visitor Centre.
- b) Lost and found articles found daily are to be returned to the Ingonish Visitor Centre with completed forms.
- c) Daily recording and compilation of all information and data to be submitted in the month's end reporting. Nil reports are also required. Data pertaining to beach management must be retained by the Contractor for inclusion in the month's end and final reports. (See 4.3 and 4.4).
- d) Daily recording and compilation of all information and data (forms for reporting via handwritten paper copy reports supplied by the Contractor). All forms and reports that contain information that is personal in nature including but not limited to: names, addresses, health information, etc. must be submitted daily at each day's end to the Duty Officer or designate and will not be retained by the Contractor.

The Contractor is responsible for ensuring that all personal information is protected at all times until this information is required for submission at end of day.

The Contractor will not retain or use any information obtained in the course of performance of the Work, including, but not limited to: personal or health information obtained from members of the public, including any forms, reports, etc., containing data for required reporting, etc.

Daily Written reports must contain the following information:

- a) Record of first aid incidents;
- b) Record of water rescue;
- c) Safety incidents responded to;
- d) Completed "Lost Person Report Form" for each lost person occurrence;
- e) Records of complaint received if containing personal information.

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4.3. Monthly Reporting

Nil Reports for the following information is also required.

The Contractor will submit monthly written reports – to the CBHNPC Resource Conservation Manager or designate of the following information that is captured daily:

- a) Surf conditions;
- b) Water and air temperatures;
- c) Record of each day's estimated maximum number of beach users;
- d) Name of guards on duty;
- e) Tally and records of complaints received;
- f) Tally of first aid incidents;
- g) Tally of water rescue incidents responded to;
- h) Tally of safety incidents responded to;
- i) Tally of prevention incidents;
- j) Hazard reports and action taken;
- k) Tally of lost person occurrence;
- l) Any unusual occurrences observed, and any incidents or any other information appropriate, applicable, and relevant to the safety of the beach environment;
- m) Delivery of completed comment cards.

Monthly report June 29 – August 1, due August 2, 2019.

Monthly Report August 1 – August 25, due August 26, 2019.

4.4. Annual End of Season Report

The Contractor will submit an annual end-of-season report on the year's activities to the CBHNP Resource Conservation Manager or designate by September 1st 2019. The report must include and summarize;

- a) Incident statistics
- b) Beach visitation numbers
- c) Items of concern / interest
- d) Tallies only of injuries (no details)
- e) Tallies only of water rescues (no details)
- f) Tallies only of fatalities (no details)
- g) Recommendations for operational improvements
- h) Recommendations for gear requirements / improvements
- i) Observations (hazards, weather conditions, recurring incidents)

Annual End of season Report due Sept 1, 2019.

5. Travel and training

All travel and training costs are to be included in the contract price.

6. Confidentiality

It is understood and agreed that the Contractor will, during and after the effective period of the solicitation, and any resultant contract, treat as confidential and not divulge, unless authorized in writing by Parks Canada, any information obtained in the course of the performance of the

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7. Communications

During the contract period the Contractor shall remain in regular contact with the Project authority identified in this solicitation either by telephone or in person to ensure the project is progressing well. Communications will occur bi-weekly for the duration of the season. The Contractor's performance will be monitored by the CBHNP Resource Conservation Manager or designate. Deficiencies in contract performance will be brought to the attention of the supervisor for immediate remedy and noted on the contract file.

8. Official Languages

The Contractor is required to have at least one guard, who is bilingual, on duty at all times.

Prior to the commencement of the work, the Contractor is required to submit the name(s) of all proposed bilingual lifeguards to be assigned to the requirement. These candidates may be required to participate in a brief phone interview with a Parks Canada representative(s) who will make the determination whether the candidate(s) have acceptable bilingual capability for verbal communications.

The interview may be waived if the Contractor can provide proof of acceptable Federal Government official language competency.

9. Green Procurement and Services

The Contractor should make every effort to ensure that all documents prepared or delivered are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content to the full extent to which it is procurable.

10. Contractor Equipment

The Contractor is solely responsible for ensuring that their equipment is secure and protected at all times from threat or risks, including, but not limited to: climate controls, theft, or vandalism. This includes, but is not limited to: equipment left overnight on beaches, surf guard hut, or other storage areas provided by Parks Canada. Any equipment stored daily or left overnight is left at the Contractor's own discretion.

11. Meetings

The Contractor shall meet with the Project authority in person or via telephone before proceeding with the work. This initial meeting will enable the Contractor and Project authority to define the parameters of the work and review the delivery standards and time frame. Bi-weekly communication via telephone with the Project authority is required.

12. Other Programs

The Contractor may wish to provide services or programs in CBHNP that are not included in this contract. These must be approved by CBHNP before they can be advertised or offered to the public. Such additional programs or services, if approved, will be considered outside the scope of this contract.

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ANNEX B

BASIS OF PAYMENT

Bidders must provide pricing in the format specified in this Annex B – Basis of Payment. Failure to provide prices in the format specified will render the quotation non-responsive.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices (including but not limited to all labour, materials, travel and disbursements), as specified below.

Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra, if applicable. The quotation is to be in Canadian dollars.

Item	Description	Unit of Measure	Extended Price
Contract Period from Contract Award to March 31, 2020			
1	The Work as detailed under Annex A – Statement of Work of the resulting contract clauses.	Lump Sum	\$
Option Period 1 April 1, 2020 to March 31, 2021			
2	The Work as detailed under Annex A – Statement of Work of the resulting contract clauses.	Lump Sum	\$
Option Period 2 April 1, 2021 to March 31, 2022			
3	The Work as detailed under Annex A – Statement of Work of the resulting contract clauses.	Lump Sum	\$
Option Period 3 April 1, 2022 to March 31, 2023			
4	The Work as detailed under Annex A – Statement of Work of the resulting contract clauses.	Lump Sum	\$
Option Period 4 April 1, 2023 to March 31, 2024			
5	The Work as detailed under Annex A – Statement of Work of the resulting contract clauses.	Lump Sum	\$
Total Evaluated Price (items 1-5) applicable taxes excluded			\$

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ANNEX “C”

INSURANCE REQUIREMENT

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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. 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:

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5P300-18-0378/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Laura Lawson

Client Ref. No. - N° de réf. du client :
N/A

Title – Titre :
Provision of Lifeguard Services for Ingonish Beach, Cape Breton Highlands National Park

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

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
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.

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ANNEX “D”

ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

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

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
Project Manager/Contracting Authority		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed
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Mark “Yes” where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, _____ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name

Signature

Date

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ANNEX “E” to PART 5 OF THE BID SOLICITATION

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 *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 ()
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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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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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.

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Declaration

I, (name) _____, (position) _____, of

(supplier's name) _____, declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Date

Please include with your bid or offer.