



CANADIAN MUSEUM FOR  
HUMAN RIGHTS  
MUSÉE CANADIEN POUR LES  
DROITS DE LA PERSONNE

# Request for Proposal

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## Management of Box Office and Boutique Personnel

Solicitation No:	CMHR 2014-61
Solicitation Date:	May 12, 2014
Mandatory Conference call:	May 16, 12 PM (noon) CDT
Closing Date/Time:	May 26, 12 PM (noon) CDT
Estimated Award Date:	June 25, 2014

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## **1.0 STATEMENT OF PURPOSE**

The Canadian Museum for Human Rights (“CMHR”) seeks a vendor (the “Proponent”) to respond to this Request For Proposal (“RFP”) to provide the management of the Canadian Museum for Human Rights Box Office and Boutique Personnel. Box Office and Boutique Personnel perform at 85 Israel Asper Way, Winnipeg MB R3C 0L5.

## **2.0 DEFINITIONS**

In this document:

- 1 The words “CMHR” or “the Museum” means The Canadian Museum for Human Rights.
- 2 The word “Contract” means the agreement to be entered into between the Contractor and the CMHR for the goods or services requested.
- 3 The word “Contractor” means the vendor whose Proposal is selected and who has entered into a contract with the CMHR with respect to the goods or services requested.
- 4 The words “Proponent,” “Supplier,” and “Fabricator,” are to be considered as having the same meaning as “Contractor.”
- 5 The words “local time” means the local time at the CMHR’s address.
- 6 The words “Proposal(s)”, “Bids” and “Submission(s)” are to be considered as having the same meaning.
- 7 The word “Proposal Receiving Address” means the address where the Proposals must be submitted on the Solicitation Closing Date.
- 8 The words “Closing Date and Time” means the date and time set out on the cover page after which time no further Proposals can be accepted.
- 9 The words “Solicitation Document” shall mean this Request for Information, the Proposal Form and the Proposal ID page attached hereto.
- 10 The word “Specification” means the requirements and particulars of the goods or services requested.

## **3.0 PREPARATION OF RESPONSE**

### **3.1 How to Respond**

Please provide a comprehensive and sufficiently detailed Proposal, following the recommended format outlined in Section 6 including pricing details as outlined in Appendix E.

Proposals must be labeled with Appendix B – Label for Proposal Envelope and must include a signed

original of the Proposal Form (Appendix A): Proposals can be submitted electronically to [bids@museumforhumanrights.ca](mailto:bids@museumforhumanrights.ca) or in hard copy to Canadian Museum for Human Rights, 85 Israel Asper Way, Winnipeg, MB R3C 0L5.. Proposals must be received no later than the closing date and time. Responses received after this deadline will not be accepted and will be returned to the Supplier unopened.

Responses received on or before the stipulated Closing Date and time will become the property of Museum and will not be returned. All responses will be treated as confidential, subject to the provision of the Access to Information and Privacy Act.

A Supplier who has submitted a proposal may submit a further proposal at any time up to the specified closing date and time. The last package received shall supersede and invalidate all packages previously submitted by the Supplier.

Suppliers responding to this RFP shall designate a single contact within that company for receipt of all subsequent information regarding this RFP.

### **3.2 Bids**

All amounts set out in this RFP are specified in Canadian Dollars and are subject to applicable Canadian taxes.

All bids must use the pricing form Appendix E.

### **3.3 Contact**

All correspondence, questions or requests for clarification concerning this RFP should be submitted, by email, no later May 16 , 9 AM CDT with the subject line "Enquiry: CMHR 2014-61." Email inquiries should be sent to the following address:

[bids@museumforhumanrights.ca](mailto:bids@museumforhumanrights.ca)

### **3.4 Mandatory Conference call**

A "MANDATORY" Conference call will be held to answer submitted question and clarify any additional points that may arise.

Conference Call Codes / Codes téléconférence Tel / Tél : 1-877-314-1234 Int'l: 416-204-9641  
Participant code : 1312151

All bidders MUST participate in the conference call to be eligible to submit a proposal.

## **4.0 GENERAL BACKGROUND**

### **4.1 About the Canadian Museum for Human Rights**

The Canadian Museum for Human Rights was established as a Crown Corporation on August 10, 2008 through amendments to the Museums Act. It is the first national museum created since 1967 and the first national museum located outside of Canada's National Capital Region. It is also the first

national museum to be created with partnership funding from federal, provincial, municipal governments and the private sector. The inauguration of the Museum is slated for 2014, in Winnipeg, Manitoba. The legislated mandate of the Museum is: "To explore the subject of human rights, with special but not exclusive reference to Canada, in order to enhance the public's understanding of human rights, to promote respect for others and to encourage reflection and dialogue."

## **4.2 Governing Legislation**

Under the Museums Act, the Museum is a distinct legal entity, wholly owned by the Crown, which operates at arm's length from the Government in its day-to-day operations and its activities and programming. As a Crown corporation and as a member of the Canadian Heritage Portfolio, the Museum contributes to the achievement of the Federal Government's broad policy objectives.

The Museum is required to comply with a range of provisions in statutes that include the Canada Labour Code, the Canadian Human Rights Act, the Official Languages Act, the Agreement on Internal Trade and the Access to Information Act.

## **5.0 SCOPE OF WORK**

### **5.1 Term**

The contract term is for a three (3) year contract to provide Box Office (main and group admissions desk) and Boutique Personnel services for the CMHR with the option to renew the contract for two (2) additional years. It is anticipated that personnel will need to be hired by mid-August in order to conduct the necessary training and orientation before the official opening.

### **5.2 Services to be provided**

The Contractor will provide supervisory and sales staff at the CMHR based on hours of operation, and shall include staffing of the CMHR Main ticket desk, Membership Services, Group Sales Desk and Boutique. The Contractor will provide sales staff to cover all locations, as well as the necessary on-site leadership to supervise the staff, administer CMHR financial and operational procedures and ensure smooth operations.

The Canadian Museum for Human Rights will open to the public on September 20<sup>th</sup>, 2014.

### **5.3 Contractor Responsibilities**

**The Contractor has financial accountability** over the actions of their staff and must maintain vigilance over resources to prevent theft, loss, or misuse of Government funds and merchandise. The contractor is responsible for all forms of asset shortages and will be billed accordingly. Cash shortages include mishandling of funds related to theft or fraud, deposit shortages, missing coupons, misuse of authorization, etc.

**The Contractor will be responsible to cover loss revenue** in the event that they are unable to adhere to the service agreement. The Contractor must ensure that the areas of oversight are fully staffed during opening hours. Cashier absenteeism has an impact on operations and revenues, any such impact that would result in loss revenue will be the responsibility of the contractor. In the event that the box office or boutique is not able to open due to staff shortages, the contractor will be responsible to cover loss revenue.

**The Contractor is responsible for** the checkout and the cash control of boutique and box office including the following functions:

- Record individual purchases and collect payments, including coupons, from visitors;
- Ensure there are adequate safeguards for cash handling, including coupons and credit/debit card slips;
- Maintain accurate and complete cash records;
- Prepare accountability reports and deposits;
- Handle patron complaints in a sensitive manner;
- Deposit funds;
- Maintain a high level of service. Ensure optimum numbers of checkout lanes are open to handle the anticipated patron flow. Ensure there is adequate oversight (supervisory presence) of cashiers and cash control; ensure customer waiting time to checkout does not exceed standard of no more than a 15-minute wait per patron;
- Review operator performance reports for number and amount of canceled transactions, voided transactions, drawer openings, coupons, etc;
- Control supervisor keys, terminal keys, safe combinations and passwords, and keys to the cash control office;
  - Act as liaison between Contractor and CMHR;
  - Adhere to and ensure compliance to *Visitor Service Excellence for Box Office & Boutique ,Uniform Guidelines and CMHR Financial /Cash Management procedures*

**The Contractor is responsible for cashier training.** Since checkout operations involve close attention to details, direct dealings with customers, and the handling and safeguarding of funds, personnel must be thoroughly trained when hired. Cashiers must be impressed with the importance of their function as it relates to the financial integrity of each department and the museum as a whole, as well as to the development and maintenance of good customer relations.

**The Contractor** shall verify the suitability including a basic reliability check of all Box Office and Boutique Personnel provided to the CMHR during the period of the contract and CMHR must receive a copy of the reliability check findings at least 15 days in advance.

**The Contractor's hiring criteria** shall include at least 6 months of experience in customer service; The Contractor must consult and seek approval from CMHR for the appointment of any supervisory position prior to hiring.

**The Contractor** shall ensure that Box Office and Boutique Personnel have knowledge of the CMHR rules, regulations and policies pertaining to individual and group admission, as well as membership services and upsell.

**The Contractor** shall follow a pre-approved schedule and charge the Corporation only for hours worked. Supervisors and Sales Staff will be scheduled to work for a minimum of four hours.

The Contractor will keep informed of the CMHR's activities, promotions, products and offerings. CMHR to provide information to the Contractor to facilitate this task.

The Contractor shall ensure that **all** Personnel attend Visitor Service Excellence training (supplied by CMHR) and adhere to and ensure compliance to *Visitor Service Excellence for Box Office & Boutique, Uniform Guidelines and CMHR Financial /Cash Management procedures* as outlined in Appendix F and G.

The Contractor shall be responsibility to ensure that the staff assigned to this Contract are security cleared to Reliability Status as per the Federal Regulations. The CMHR will work with the Contractor to ensure the assigned staff receive the required security clearances prior to the

contract start date. Any staff who does not receive the required security clearance shall not be permitted to work at the CMHR.

## 5.4 Administrative Specifications

- a. **Local Office:** To effectively manage this security requirement, the Contractor must maintain an office in Winnipeg, Manitoba and be available to the CMHR at all times for the solution of staffing problems and for the efficient functioning of personnel in general.
- b. **Account Managers:** Upon signature of the contract, the Contractor will submit in writing to the CMHR the name of one (1) management representative and one (1) alternate both of which are authorized to act for the Proponent in every detail at all times. These individuals will be made available, at no extra cost to the CMHR, for meetings during regular office hours.
- c. **Consistency of Assignments:** The Proponent will be required to assign a consistent group of personnel to the CMHR and to restrict the use of those employees exclusively to this contract. This is designed to ensure a work force that is dedicated and familiar with the work place and to reduce the need for retraining or re-orientation. If any of the personnel so furnished are considered by the CMHR to be unsuitable, due to unsatisfactory performance and/or due to not meeting the specifications of the Contract, the Proponent will, subsequent to receipt of written notification from the CMHR, remove and replace said personnel. Before a new employee begins his/her orientation at the CMHR, the Proponent will provide the CMHR with a current resume and Security Screening level and expiry date.
- d. **Subcontracting:** The Contractor shall not subcontract any portion of this Contract to another security service provider.
- e. **Non-discriminatory Hiring Practices:** In the selection of personnel, the Proponent will make a determined effort to ensure that women, Aboriginal peoples and visible minority groups are considered and receive a share of assignment opportunities consistent with the selection criteria. It is the Proponent's responsibility to ensure that their hiring practices do not constitute of discriminatory practice.

## 5.5 Bilingualism

All Box Office and Boutique Personnel provided to the CMHR must be fluently bilingual (English and French). The level of bilingualism must be equivalent to the Federal government level of CBC. Personnel must use appropriate active offer.

## 5.6 Hours of Performance

- September 23 to March 31 – open to the public 45 hours per week :
  - 10:00 am to 5:00 pm: Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday
  - 10:00 am to 8:00 pm: Wednesday (starting in January 2015)



- Closed Mondays, with the exception of general holidays (e.g., Thanksgiving, Family Day, Easter Monday, Victoria Day, perhaps 1st Monday of Manitoba Spring Break)
- Closed on December 25th
- TBD: adopt “high season” hours for the period April 1, 2015 to October 31 (e.g., depending on demand, consider staying open 7 days a week, extending hours to 6:00 p.m., or other alternatives)
- **Please note that there will be occasions when the Boutique runs a stand-alone kiosk during special events and the contractor will need to supply Boutique-trained staff for those events.**
- **These hours are subject to change**
- **Boutique and Box Office Schedule**

September 23rd to March 31st													
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total Weekly Hours					
Supervisor		9:30 - 6:30 9	9:30 - 8:30 11	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	56
Boutique		9:30 - 6:30 9	9:30 - 8:30 11	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	56
Boutique		9:30 - 6:30 9	9:30 - 8:30 11	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	9:30 - 6:30 9	56
Boutique		10:00 - 5:00 7	12:00 - 8:00 8	10:00 - 5:00 7	10:00 - 5:00 7	10:00 - 5:00 7	10:00 - 5:00 7	10:00 - 5:00 7	10:00 - 5:00 7	10:00 - 5:00 7	10:00 - 5:00 7	10:00 - 5:00 7	43
Main Entrance		9:30 - 5:30 8	9:30 - 8:30 11	9:30 - 5:30 8	9:30 - 5:30 8	9:30 - 5:30 8	9:30 - 5:30 8	9:30 - 5:30 8	9:30 - 5:30 8	9:30 - 5:30 8	9:30 - 5:30 8	9:30 - 5:30 8	51
Main Entrance		9:30 - 5:00 7.5	9:30 - 8:00 10.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	48
Main Entrance		9:30 - 5:00 7.5	10:00 - 8:00 10	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	47.5
Main Entrance		10:00 - 3:00 5	2:00 - 7:00 5	10:00 - 3:00 5	10:00 - 3:00 5	10:00 - 3:00 5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	35
Group Entrance		9:00 - 5:00 8	9:00 - 8:00 10.5	9:00 - 5:00 8	9:00 - 5:00 8	9:00 - 5:00 8	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	9:30 - 5:00 7.5	49.5

- Total average weekly hours for supervisor: 56
- Total average weekly hours for employees: 48

## 5.7 Staff duties

Staff duties are detailed in Appendix F.

## 5.8 Uniform guidelines

The Contractor will be responsible for providing staff with the shirts/tops. These will be purchased from CMHR.

Uniform guidelines are detailed in Appendix G.

## 5.9 Project Schedule

●	RFP Posted	May 12, 2014
●	Mandatory teleconference	May 16, 12 PM (noon) CDT
●	RFP Closing Date	May 26, 2014 12 PM (noon) CDT
●	Evaluation of Proposals*	May 27- June 19, 2014
●	Award contract (tentative)	June 25, 2014
●	Staff training/orientation commences	mid-August

\*Note: CMHR Reserves the right to view demonstrations and/or interview the short listed Suppliers. Any expenses or costs associated with the Supplier's presentation to CMHR would be the Supplier's responsibility.

## 6.0 PROPOSAL CONTENT AND FORMAT

Suppliers should organize their proposals to provide the following information sequentially:

Proposals will remain irrevocable and open for acceptance for a period of not less than sixty (60) days from the RPF Closing Date.

### 6.1 Proposal Presentation

Your Proposal should be concise and should address, but not necessarily be limited to, the following points:

- (a) State your approach and proposed methodology to meet the requirements, the degree of success expected, and any major difficulties that are anticipated. It is suggested you provide sufficient detail to demonstrate your grasp of the requirements and your ability to fulfil them.
- (b) State your request, if any, for deviations from the requirements, specifying the reason for such deviations.
- (c) Provide information detailing your experience and qualifications, including examples of the most recent contract you worked on relevant to this type of project.

### 6.2 Proposal

- (a) Outline the background and experience of your organization, particularly as it relates to the requirements of this proposal. Include similar projects (3), evaluations, etc.;
- (b) Provide three references from clients in similar work;
- (c) Provide resumes of Account Managers (these must be available at time of submission);
- (d) Specify how you propose to manage the services of Box Office and Boutique Personnel as outlined in this Request for Proposal;
- (e) Provide detailed cost breakdown for all Box Office and Boutique Personnel. **Proponents must also ensure that all pricing information is submitted in a separate document within their Proposals from the other information provided.**

**6.3 Confirmation of Terms and Conditions**The successful Proponent will be required to enter into a Contract agreement with CMHR using CMHR's Standard Contract form without alterations which will include the General Terms and Conditions contained herein as articles 8.2 and 8.3. (e.g submission to confirm they concur with the Contract T&C's)

## 7.0 RESPONSE REVIEW CRITERIA

All elements of the PROPOSAL PRESENTATION clause must be dealt with in the proposal. Missing information can be to the detriment of the Contractor.

Proposals will be evaluated in accordance with the following criteria. Respondents are advised to address these criteria in sufficient depth in their proposals.

**Weighting Factor**

1. Experience with similar projects (The Firm)	15
2. References from clients in similar work	15
3. Resumes of Account Managers	10
4. Methodology proposed	30
5. Cost	<u>30</u>
<b>Total:</b>	100

Proposals scoring 70% or higher (e.g. a minimum of 40 points) on Factors 1 to 4 will be eligible for financial evaluation.

## **8.0 TERMS AND CONDITIONS**

### **8.1 Standard Terms and Conditions for Bids**

The Museum’s standard terms and conditions for Bids are detailed in Appendix C

### **8.2 Standard Terms and Conditions for Contracts**

The Museum’s standard terms and conditions for Contracts are detailed in Appendix D

### **8.3 Additional Terms and conditions**

#### **8.3.1 Penalty**

If, for reason other than force majeure, the Contractor’s workforce fail to open the Box Offices, Boutiques and/or any of the identified points of sales (P.O.S.); the Contractor shall pay CMHR damages calculated based on the preceding year daily sales (for the specified P.O.S.) as extracted from our financial system. The penalty amount shall be equal to the profit margin of that day (53% of sales) in addition to penalty of 10% of the gross sales record.

For equitable reasons, both parties agree that the payable amount shall be for the total number of hours the P.O.S. remained closed. The amount will be divided by the number of hours representing a full day according to the Box Office or Boutique hours of operation schedule. Such amounts shall be directly deducted from invoices due.

#### **8.3.2 Fraud**

In the event of a fraud committed by the Contractor’s employees or agents, the Contractor shall be liable for losses to CMHR due to fraud, including but not limited to, losses of revenues and assets, and all costs to CMHR related to the fraud.

#### **8.3.3 Indemnity against Claims**

The Contractor shall at all times indemnify and hold harmless CMHR, and its directors, officers, employees and others for whom it may be responsible in law, from and against all losses, claims (including claims made by the Contractor’s personnel under Worker’s Compensation or workplace insurance Legislation), demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss of, damage to or destruction of property (including loss or damage sustained by the Contractor) or personal injury including death, and from and

against any and all loss of, damage to or destruction of property, expenses and costs (including any consequential or economic loss, and legal fees and disbursements on a solicitor-client basis) suffered or incurred by CMHR arising out of or in any way connected with this Agreement, whether or not caused by the Contractor's negligence, except to the extent to which such loss or damage has arisen solely out of CMHR's negligence. The Contractor shall also indemnify and hold harmless CMHR with regard to any action or claim for infringement or alleged infringement by the Contractor of any patent of invention, industrial design or trademark, including infringement arising out of specifications furnished by CMHR.

#### **8.3.4 Insurance**

The Contractor shall, at his/her own expense, procure and maintain in force for the duration of this Agreement:

- i. Commercial General Liability insurance, with a minimum limit of five million dollars (\$ 5,000,000) in Canadian funds including coverage for personal injury, bodily injury (including death) and property damage for any one occurrence or series of occurrences arising from one cause, no aggregate, and with a maximum deductible of two thousand five hundred dollars (\$2,500.00). The policy shall provide coverage for, but not be limited to, all premises and operations of the Contractor, non-owned automobile, contractual liability and liability specifically assumed under this Agreement. CMHR shall be added to the policy as an additional insured.
- ii. All Risk Property insurance of sufficient limit to cover all property of CMHR entrusted to the Contractor on the basis of 'replacement cost.'
- iii. Worker's Compensation or workplace insurance as required by statute in any Province or Territory where any employee of the Contractor or any Subcontractor may be domiciled or, if applicable, where the site of the Work is located.
- iv) Comprehensive 3D Crime coverage providing or limits of not less than \$1,000,000 with respect to Agreement I and \$50,000 with respect to each of Agreements II and III

The Contractor shall deliver to CMHR, at the time of the signing of this Agreement, a certificate or certificates of insurance as evidence that the required coverages are in effect and that CMHR shall be given sixty days' prior written notice of cancellation, or expiry of or material change to, such coverage.

The foregoing insurance provision shall not limit the insurance required by municipal, provincial and federal law. The insurance coverages shall be underwritten by an insurer that is licensed in the provinces in which the Contractor is conducting business under this Agreement. It shall be the sole responsibility of the Contractor to determine what additional insurance coverages, if any, are necessary and advisable for its own protection or to fulfill its obligation under this Agreement. Any such additional insurance shall be provided and maintained by the Contractor at his/her own expense.

#### **8.3.5 Labour Dispute at the Work Site/Post Employment Code**

Contractor shall take all reasonable action to prevent any strikes, lockouts, picketing, boycotts and other labour disputes at the Work site or any other disruptive actions affecting CMHR, its affiliates, the services or the building. In the event of a strike or lockout involving Contractor personnel which results in Contractor being unable to perform all or a portion of the services, Contractor shall, with CMHR's approval, take whatever steps are necessary to maintain the performance of services and to provide such performance with the least effect on the normal operations of CMHR, its affiliates and all other occupants of the Building. The CMHR reserves the right to make whatever arrangements are necessary to maintain the cleanliness of the building and perform the other services set forth in this Agreement and, pursuant thereto, to use whatever equipment the Contractor has in the building for cleaning purposes. Whether as a result of a strike or otherwise, if Contractor fails to

perform its obligations hereunder within a period of twenty-four (24) hours following receipt of written notice of such failure, CMHR shall have the right to terminate this Agreement without notice to Contractor and employ another contractor to perform Contractor's obligations hereunder and to take any other steps it deems necessary to ensure that the Work to be performed hereunder is done so in a timely and orderly manner.

It is a term of any CMHR Agreement that no individual, for whom the Post-Employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions; and that during the term of any type of this Agreement any persons engaged in the course of carrying out such Agreement shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders, (which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service. Should an interest be acquired during the life of any CMHR Agreement that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Contracting Authority.

#### **8.3.6 Suspension of Work and Change in Specifications**

The CMHR may at any time or from time to time order the suspension of work in whole or in part, as described on the Agreement, and make modifications of, and changes in or additions to the specifications, changes in methods of delivery, packaging, change in the date or location of delivery. All directions given by CMHR with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition of the Work shall result in a monetary increase or decrease of the cost of the Work, the Agreement price shall be amended and adjusted accordingly, provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

#### **8.3.7 Food**

The Contractor and its employees and agents shall be permitted to bring food inside the building and may make use of a dedicated staff lounge to store and eat their lunch. They are expected to do their part in keeping the staff lounge tidy.

#### **8.3.8 Smoking**

Smoking is strictly prohibited within CMHR's buildings.



## APPENDIX A – PROPOSAL FORM

TO: The Canadian Museum for Human Rights  
85 Israel Asper Way  
Winnipeg, Mb, R3C 0L5

PROJECT TITLE: Management of Box Office and Boutique Personnel

SOLICITATION NO: CMHR 2014-61

WE: \_\_\_\_\_ (Name of Supplier)

1. DO HEREBY OFFER to the Museum to diligently and faithfully provide the goods or services in accordance with all the terms and conditions of the RFP.
2. AND WE HEREBY AFFIRM AND CERTIFY that we:
  - 2.1 Have examined to our satisfaction all conditions affecting the goods or services;
  - 2.2 Have carefully studied the RFP, including all addenda;
  - 2.3 Have not relied on any information or documents provided by or on behalf of the Museum other than the RFP.
  - 2.4 Have included the information that was required to be submitted, which information forms an integral part of the Proposal Form.
3. AND WE HEREBY DECLARE, REPRESENT, WARRANT AND AGREE THAT:
  - 3.1 The Proposal has been executed with full authority and is irrevocable, valid and open to acceptance by the Museum for a period of ninety (90) full days from the Closing Date irrespective of the acceptance of any other Proposal or the issue of a notice of acceptance of another Proposal.
  - 3.2 This Proposal is made by the undersigned without any connection, knowledge, and comparison of figures or arrangement with any other person who might submit a Proposal for the same Work and is in all respects fair and without collusion or fraud.
  - 3.3 Proposed sub-Suppliers have been given the opportunity to study the RFP.

SIGNED AND SUBMITTED this \_\_\_\_ day of \_\_\_\_\_, (year) FOR AND ON BEHALF OF:

COMPANY: (Name) \_\_\_\_\_  
(Street or PO Box) \_\_\_\_\_  
(City, Province, Postal Code) \_\_\_\_\_  
(GST Registration No.) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_  
(Please Print or Type)

## APPENDIX B – LABEL FOR PROPOSAL ENVELOPE

THE CANADIAN MUSEUM FOR HUMAN RIGHTS  
MUSÉE CANADIEN POUR LES DROITS DE LA PERSONNE

BID	SOUSSION
May only be opened by the CMHR.	Ne peut être ouverte que par l'entreprise.
All proposals are to be delivered:	Toutes les soumissions doivent être acheminée au:
85 Israel Asper Way Winnipeg MB R3C 0L5	85 Israel Asper Way Winnipeg (Manitoba) R3C 0L5
TO / Destinataire : Administrative Services / Services administratifs	
CMHR SOLICITATION No: N° de soumission du MCDP :	CMHR 2014-61
CLOSING DATE & TIME: Date et heure de clôture :	\May 26, 2014 at 15:00 hrs CDT mai 26 2014 à 15 h HAC
PROJECT TITLE: Titre du projet:	Management of Box Office and Boutique Personnel Gestion de la billetterie et de la boutique
COMPANY: Entreprise:	_____
IDENTIFICATION PAGE: PAGE D'IDENTIFICATION:	Please affix to your envelope/package Veuillez joindre à votre enveloppe/colis



## **APPENDIX C – Standard Bid Terms and Conditions**

### *Canadian Museum for Human Rights* *Standard Bid Terms and Conditions - 2014*

#### **1 Supplier Responsibilities**

The the “RFP” requests that Proposals be developed and submitted to the Museum setting out the means by which the goods or services and objectives may be best met, having regard to stated mandatory requirements. The Museum will consider entering into a Contract for the implementation of the most acceptable proposal which will be determined having regard to the evaluation criteria Section 7. In addition, the Proposal will be measured against the contract terms and conditions set forth in this RFP. It is the Supplier’s Responsibility to:

- a) Return a completed and signed original and (quantity) copies of the Proposal Form - Appendix A);
- b) Provide a comprehensive and sufficiently detailed proposal, including when requested all pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP;
- c) Ensure timely and correct delivery of Proposals to the specified Proposal Receiving Address;
- d) Ensure the Supplier’s name, return address, solicitation reference number, and closing date and time are clearly visible on the proposal as well as on the outside envelope / package containing the Supplier’s proposal by using the Proposal label set out in Appendix B;
- e) Ensure the Supplier’s primary contact and their email are clearly visible on the cover of the proposal;
- f) Treat all information contained in this RFP as proprietary and keep as confidential unless the prior written consent of the Museum has been obtained;
- g) Understand that Proposals which are incomplete, conditional or obscure in the sole opinion of the Museum, may be rejected;
- h) Understand that the Museum will not accept Proposals submitted by Facsimile Transfer or other electronic means.

#### **2 Review of Proposals**

- i) The Museum reserves the right to accept the Proposal that it deems in its sole discretion most advantageous and the right to reject any and all Proposals without giving any notice of reasons. If the Museum has received only one Proposal on the Closing Date and Time, the Museum reserves the right to reject such Proposal. The Proposal having the lowest cost to the Museum or any Proposal will not necessarily be accepted.
- j) Notwithstanding any of the provisions contained in this RFP, the Museum may waive any deficiencies and/or minor irregularities and Proposal received if it determines that the variation from the RFP will not cause prejudice to any other prospective Suppliers or to the integrity of the process.

### **3 Inquiries / Omissions / Discrepancies**

- a) All enquiries or issues regarding this RFP must be submitted in writing, to the email address below, no the defined date and time with the subject line "Enquiry: CMHR 2014-61." By email: [bids@museumforhumanrights.ca](mailto:bids@museumforhumanrights.ca)
- b) A written response to any questions will be sent to the key contact for all bidders in the form of an Addendum. All Addenda will be considered part of the RFP. It is the Supplier's responsibility to ensure that all addenda are incorporated into their Proposal.
- c) Meetings will not be held with individual Suppliers prior to the Closing Date and time.
- d) Information provided verbally will not be binding upon the Museum. The Suppliers must have written confirmation from the Museum in the form of an Addendum.

### **4 Language**

Proposal documents and supporting information may be submitted in either English or French.

### **5 Collusion**

The Supplier shall not engage in collusion of any sort and, in particular, shall prepare its Proposal without any knowledge of, comparison of figures with or arrangement with any other person or firm submitting a proposal for the same requirement.

### **6 Legal Capacity of Supplier**

In order to establish the legal capacity under which a Supplier proposes to enter into the Contract, any Supplier who carries on business in other than its own personal or corporate name may have to provide proof of the legal capacity under which it carries on business.

### **7 Conflict of Interest**

It will be a condition of the final contract that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code of the Public Office holders shall derive a direct benefit from this contract.

### **8 Indemnification**

The Supplier shall indemnify and save harmless Her Majesty in right of Canada and the Museum from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner with respect to this RFP and the resulting Contract.

### **9 Withdrawal, Alteration or Cancellation**

- a) The Museum may at any time amend, alter or cancel this RFP in whole or in part at no cost or penalty to Museum. No reason for amendment, alteration or cancellation need be given.
- b) A Supplier who has submitted a package may submit a further package at any time up to the specified time on the Closing Date and Time. The last package received shall supersede and invalidate all packages previously submitted by the Supplier for this solicitation.

- c) A Supplier may withdraw or alter the package at any time up to the specified time on the Closing Date and Time by submitting a request in writing request. The Supplier's package will be returned by the Museum unopened.

### **10 Proposal Clarification / Information / Presentation**

The Museum reserves the right at any stage of the evaluation to request Suppliers to provide clarification, additional information or personal presentation concerning their Proposal. The Suppliers however, will not be allowed to modify their Proposal once submitted. The Museum is not required to offer any modified terms and conditions to any other Supplier. The Museum may make such investigation, as it deems necessary to determine the ability of any Suppliers to perform the work and may utilize the results of such investigation in awarding the Contract to the Supplier.

### **11 Opening Bids**

There shall be no public opening of Proposals received in response to this RFP. Proposals received after the closing date and time will be returned un-opened.

### **12 Proposal Validity Period**

Proposals will remain valid for acceptance for a period of not less than ninety (90) days from the closing date and time.

### **13 Ownership of Proposals**

All Proposals received in response to this RFP shall remain the property of the Museum.

### **14 Limit of Liability**

The Supplier agrees that the Museum's sole obligation, in return for the Supplier's preparation and submission of its Proposal is to give consideration to the Proposal in accordance with the RFP. The Museum and any of its officers, employees, agents or representative shall not be liable to the Supplier or any of its officers, employees, independent Suppliers, sub-Suppliers, agents or representatives for any losses, expenses, costs, claims, damages, including incidental, indirect, special or consequential damages or liabilities arising out or by reason of or attributable to this RFP, including, without limitation, the cost of preparing and submitting a Proposal and any anticipated profits and contributions to overhead. The provisions outlined above shall survive the termination of this RFP and the execution of the Contract by the Supplier and the Museum.

### **15 Applicable Laws**

The laws in force in the Province of Manitoba shall apply to this RFP.

### **16 Selection Disclosure & Debriefing**

- a) The obligation of the Museum to disclose its final selection to any Supplier shall be limited to providing the name of the Supplier.
- b) Debriefing shall be offered to Suppliers on written request only and provided such request is received by the Museum within five (5) days from award date. At the opinion of the Museum, these sessions can be conducted by either telephone conference or personal meeting. Written summaries of debriefings are not provided. Any information about another Proposal shall remain confidential and cannot be disclosed publicly.

## **17 Disclosure of Information/Confidentiality**

When handling any type of information from the Museum, the Supplier shall comply with the following:

- a) Any information received from the Museum remains the property of the Museum, will be used only for the purpose for which it was intended, will not be disposed, transferred, sold or made available to any other party or parties without the written approval of the Museum and will be retained only for the limited time necessary for the performance of its functions and/or until the end of this contract;
- b) The Supplier will ensure at all times that the handling of the Museum's information by its employees is in accordance with the principle outlined above and will secure all information in a reasonable way against theft or abuse of any kind, and will restrict the use to those employees who require it to fulfill the obligations to the Museum or to complete the Proposal;
- c) The Museum reserves the right to request that any information it provides be returned to it with the Proposal on the Closing Date and Time; and
- d) The term of this Article shall survive any termination or expiry of this RFP for a period of five (5) years.

## **18 Access to Information Act**

The Museum is subject to the Access to Information Act as amended with respect to and protection of information under its custody and control. Accordingly, all documents and Proposals provided to the Museum in response to this RFP may be made available to the public, unless the party submitting the information request it be treated as confidential, and it is exempted from disclosure under the provisions of that Act. Rejected Proposals shall be kept by the Museum of a period of one (1) year after the Closing Date and Time at which time such Proposals may be destroyed.

## **APPENDIX D – Standard Contract Terms and Conditions**

### *Canadian Museum for Human Rights Standard Contract Terms and Conditions - 2014*

#### **1 Definitions**

The word “the Museum” or “CMHR” means The Canadian Museum for Human Rights.

The word “Contract” means the agreement to be entered into between the Supplier and the Museum for the provision of goods or services. Agreements will include various contractual documents including purchase orders.

The word “Supplier” or “Contractor” means the vendor whose proposal or offer is selected and who has entered into a contract with the Museum with respect to the provision of goods or services.

The word “Sub-contractor” means an individual or in many cases a business Sub-contracted to perform part or all of the obligations of the Contract between the Contractor and the Museum.

#### **2 Language of Agreements**

The contract will be drawn up in English and/or in French, depending on the language requested by the Supplier.

#### **3 Invoicing**

Invoices shall be sent to:

Accounts Payable  
Canadian Museum for Human Rights  
85 Israel Asper Way  
Winnipeg, MB R3C 0L5  
Fax: (204) 289-2001  
[accountspayable@museumforhumanrights.ca](mailto:accountspayable@museumforhumanrights.ca)

Payment shall be made after final acceptance by the Museum of the goods and services, notwithstanding any previous passing of title of the goods.

Unless otherwise stated, payment terms are net thirty (30) days. The payment period may be adjusted in consideration of any payment discounts in for ‘early payment’ or ‘electronic funds transfer’ that are in the contract.

All invoices shall set out applicable taxes separately. In addition, the Contractor’s appropriate tax registration numbers shall be clearly displayed on every invoice. The Museum is responsible for paying Canadian Goods and Services Tax (GST) and Manitoba Retail Sales Tax (PST) on the goods or services defined in the applicable legislation.

If CMHR has any objection to the content of the invoice or the substantiating documentation, CMHR shall, within thirty (30) days of its receipt, notify the Contractor of the nature of the objection. The Contractor agrees to provide clarifications as soon as reasonably possible after receipt of the objection. The Contractor acknowledges that CMHR may withhold payment until such time as the objection has been cleared to the satisfaction of CMHR.

#### **4 Changes /Alterations/ Amendments**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

#### **5 Termination**

In the event that either party believes that the other materially has breached any obligations under the contract such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the contract without further notice.

#### **6 Legal Capacity of Supplier**

In order to establish the legal capacity under which a Supplier who carries on business in other than its own personal or corporate name, the Supplier may have to provide proof of the legal capacity under which it carries on business.

#### **7 Assignment**

No right of interest in this contract and/or purchase order shall be assigned by either party without the written consent of the other and no delegation owed, or the performance of any obligation by either the Museum or the Supplier shall be made without the written consent of the other party.

#### **8 Intentionally left blank**

#### **9 Conflict of Interest / Collusion**

The Supplier shall not engage in collusion of any sort. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code of the Public Office holders shall derive a direct benefit from this contract.

#### **10 Confidentiality**

When handling any type of information from the Museum, the Supplier shall comply with the following:

any information received from the Museum remains the property of the Museum, will be used only for the purpose for which it was intended, will not be disposed, transferred, sold or made available to any other party or parties without the written approval of the Museum and will be retained only for the limited time necessary for the performance of its functions and/or until the end of this contract;

the Supplier will ensure at all times that the handling of the Museum's information by its employees is in accordance with the principle outlined above and will secure all information in a reasonable way against theft or abuse of any kind, and will restrict the use to those employees who require it to fulfill the obligations to the Museum; the Museum reserves the right to request that any

information it provides be returned to it; and the term of this Article shall survive the completion of the obligations or any termination of the contract for a period of five (5) years.

## **11 Notices**

Any notices required or permitted to be given by the Supplier or the Museum shall be deemed to have been properly and effectively given if delivered personally, sent by facsimile or sent by registered prepaid mail to the party whom the notice is to be given. Such notice shall be deemed to have been received:

1. If delivered personally, on the day that it was received,
2. If forwarded by mail, on the earlier of the day it was received or the sixth business day after it was mailed, or
3. If forwarded by facsimile, the next business day after it was transmitted.

Either party may at any time give written notice to the other of a change of address.

The business address for the Museum is:

Canadian Museum for Human Rights

85 Israel Asper Way

Winnipeg, MB R3C 0L5

Fax: (204) 289-2001

## **12 Severability**

If for any reason, any provision of this contract and/or purchase order is declared invalid by a court of competent jurisdiction, that provision shall be considered separate and severable from this contract and/or purchase order, and the other provisions of this contract and/or purchase order shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this agreement.

## **13 Ownership of Intellectual Property / Copyright**

Technical Documentation, including all reports and prototypes produced by the Supplier in the performance of the work under the contract shall vest in and remain the property of the Museum, and the Supplier shall account fully to the Museum in such a manner as the Museum shall direct for the documents and prototypes.

“Technical Documentation” means any and all recorded information, including reports, working papers relating to the service which also includes designs, reports either of a technical nature or other, photographs, drawings, plans, specifications, and computer software, whether susceptible to copyright or not.

Technical information and inventions conceived or developed or first actually reduced to practice in performing the services under contract shall be property of the Museum, and the Supplier shall have no rights in and to the same.

The parties hereto agree that the Museum shall be the owner of the copyrights and all literary, dramatic, musical and/or artistic works created pursuant to contract and such copyrights are hereby assigned to the Museum. The assignor shall, at no additional cost, execute such further assurances and assignment as the Museum may reasonably require to evidence such assignments and to vest full equitable and legal title to such copyrights in the Museum. The Museum shall have the right to

withhold final payment under the contract until the assignor has delivered such assurances and assignments.

#### **14 Governing Law**

The contract and/or purchase order shall be construed, interpreted and governed by the applicable laws in force in the Province of Manitoba and the laws of Canada applicable therein and the Courts of the Province of Manitoba shall have exclusive jurisdiction with respect to all matters relating to this contract and/ or purchase order.

#### **15 Compliance with Applicable Laws**

The Supplier shall comply with all legislative and regulatory provisions whether federal, provincial or municipal applicable to the performance of the obligations or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its Sub-contractors.

Unless otherwise provided in the contract, the Supplier shall obtain all permits and hold all certificates and licenses for the performance of the obligation.

From time to time, the Museum may request the Supplier provide evidence that it complies with the applicable legislative and regulatory provisions and that it holds all the required permits, certificates and licenses. Such evidence shall be provided within the time set to the request or otherwise stipulated in the contract.

#### **16 Insurance**

Prior to the implementation of the contract, the supplier shall provide proof of relevant insurance policies upon the request of the Museum. These insurance policies will be at a level appropriate to the work or services being provided within the following categories:

General Liability Insurance

Professional Liability Insurance

Performance Bond

#### **17 Electrical and Electronic Equipment**

The Supplier agrees that any and all electrical or electronic equipment shall bear a label on the equipment of certification by a Standards Council of Canada accredited electrical equipment certification body, or special acceptance authorized by the Manitoba Department of Labour. The Supplier agrees to be solely responsible for obtaining any and all required certifications and approval and for any and all costs associated. The Supplier acknowledges the potential need for re-calibration of any automated technology that may be part of this contract and/or purchase order. The Supplier agrees to be solely responsible for any and all costs associated with such re-calibration.

#### **18 No Promotion of Relationship**

Any publicity or publications related to this contract and/or purchase order shall be at the sole discretion of the Museum. Without limiting the foregoing, the Supplier shall not:

make use of its association with the Museum or directly or indirectly communicate with the media in relation to the contract, the subject matter, the deliverables or content to be used in association therewith, or undertake any communication with the Museum that in the opinion of the Museum is unsolicited promotional communication relating to the contract, without the prior written consent of the Museum.



## **19 Human Rights Violations**

The Supplier will have an ongoing requirement, during the term of service, to disclose any criminal charges and Human Rights complaints made against them and any resolution thereof. The Museum reserves the right to terminate any resulting agreement in the event of a human rights complaint/finding or criminal charge/conviction which would be contrary to the objects and purposes of the Museum.

## **20 Respectful Workplace/Code of Ethics**

The Museum has as objectives the maintaining a respectful workplace and the instilling a sound code of ethics. The personnel from the Supplier's staff who interact with employees, volunteers and other contractors to the Museum must adhere to the concepts and practices outlined in the Museum's related policies or to similar policies in effect in the Supplier's organization.

## **21 Access to Information**

The Museum is subject to the Access to Information Act as amended with respect to the protection of information under its custody and control. Accordingly, all documents, proposals and contracts related to requests or agreements with the Museum may be made public, unless the party submitting information requests it be treated as confidential, and it is exempted from disclosure under the provisions of the Act.

## **22 Waiver of Rights**

The failure by the Museum to exercise or enforce any right conferred upon it under this Contract shall not be deemed to be a waiver of any such right or operate to bar the exercise and enforcement thereof at any time or times thereafter unless such waiver is evidenced by writing.

## **23 Gender**

In this Contract, unless the context otherwise requires, words importing gender include all genders.

## **24 Force Majeure**

The Supplier is not liable for failure to perform the obligations as set out in the contract and/or purchase order as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, labour dispute, strike or lockout. If the Supplier asserts Force Majeure as an excuse for failure to perform their obligations, they must prove that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that the Supplier substantially fulfilled all non-excused obligations and the Museum was timely notified of the likelihood or actual occurrence of the event which invoked the Force Majeure.

## APPENDIX E – PRICE PROPOSALS

As part of this RFP, the Proponent is required to provide a detailed breakdown of his/her price proposal including all of the following, if applicable and to submit pricing for each component separately:

- (a) Professional services: Indicate the professional category of the Proponent(s) with a single fixed rate for each of the categories,
- (b) any additional fees
- (c) Goods and Services Tax (GST) and the Provincial Sales Tax (PST): The GST and the PST will be excluded from Proposal prices and must be separately indicated in the price proposal
- (d) **Proponents must also ensure that all pricing information is submitted in a separate document within their Proposals from the other information provided.**

Position	Year One	Year Two	Year Three	Alternate Year 1	Alternate Year 2
	CMHR Billing Rate	CMHR Billing Rate	CMHR Billing Rate		
Supervisor					
Boutique staff					
Box Office staff					

## APPENDIX F – STAFF DUTIES AND RESPONSIBILITIES

### General

#### Visitor Service Excellence

##### 1) Be courteous and respectful to visitors and colleagues and project a professional and positive image.

- **Maintain a welcoming body posture.** Making eye contact when visitors are nearby shows you are ready to help them.
- Be available for visitors and ensure they are your first priority. **Cellphones, electronics and other personal items distract you from serving visitors. Leave them in a locker or with your Supervisor.**
- **Follow the uniform guidelines** and project an image that inspires confidence.
- Be polite! Use good manners and **do not eat, drink, or chew gum while working.**
- Teamwork is key: **Be on time, respect the breaks, post allocations, assigned hours and rotations** that you are assigned. Your absence affects your teammates. Breaks are assigned as per Labour Code and must be respected and not exceeded.
- Open the box office and boutique on time. All sellers should be ready to **take transactions 5 minutes prior to opening at Primary Box office and Boutique and 10 minutes prior to opening at group entrance.**
- Maintain a positive attitude every day. Contribute to the success of the team and take pride in where you work!

##### 2) Greet visitors in both official languages and welcome them as valued guests at every point of contact.

- Smile, make eye contact and be prepared to help.
- Use both official languages even when you know the language of your visitor. **“Hello/Bonjour”**
- Treat every interaction as if it’s the visitor’s first contact with a Museum employee: offer a warm welcome.
- **Wear your ID Badge** and, when appropriate, introduce yourself to visitors.

##### 3) Initiate interaction with visitors and be prepared to personalize service to meet their needs.

- **Be knowledgeable about the Museum and its offerings** and products and be prepared to communicate up-to-date information. If you need help, consult available resources and ask your Supervisors!
- **Know your admission and membership fees, options for combos and other upsell initiatives** to ensure visitors are offered cost savings packages
- **Refer to proper procedures for administering coupons and discounts**
- **Assist customers in locating requested products and provide brief and positive explanation regarding these.**
- **Offer visitor guides** and other relevant tools to enhance the Museum visit at each sale transaction.
- Observe and initiate dialogue in order to identify visitor needs, adapting service and information as needed.

- Employ active listening skills with visitors and use appropriate non-verbal communication to help deliver your response, as needed.
- Welcome back those you recognize as returning visitors or Museum Members.

#### **4) Contribute to the safety and security of the Museum environment through personal action.**

- **Follow all established cash management procedures developed by the Museum as well as other general procedures**, such as: keep cash drawers closed at all times and count cash in the cash office only, call for security escorts when moving with cash, be responsible and accountable for your float and ALL sales transactions, seek appropriate approvals, store cash in locked safe, safe doors must remain closed at all times, etc...
- **Protect your passwords-** Never share passwords or perform transactions on a user ID that is not yours. Log off your user ID whenever you leave.
- **Report instances of system errors (GALAXY/Counterpoint)**, broken or damaged equipment to your Supervisor immediately.
- Keep your work area and public spaces neat, orderly, clean and clutter-free. If you come across litter, dispose of it properly or call for support.
- Know your evacuation and emergency procedures, as well as the location of emergency equipment and first-aid supplies.

#### **5) Be prepared to respond appropriately.**

- Be open and accepting when visitors and colleagues come to you with concerns. Seek support from Supervisors as needed.
- Acknowledge visitor dissatisfaction and follow established guidelines to initiate appropriate follow-up.
- Pass on compliments and positive feedback to your colleagues and Supervisors. Let people know they're doing a great job!
- Advise your Supervisor if you learn of a situation that has had a negative effect on a visitor's Museum experience.

#### **On-site Supervisory Responsibilities**

- Act as point of contact for daily operations between contractor and sales staff of Boutique and Box Office
- Provide supervision during all contracted staff hours
- Ensure daily operations and service levels are met; Prepare daily schedules, assign breaks and posts and replace absent staff
- Handle HR issues;
- Provide training to Sales Staff;
- Ensure all Sales Staff have up-to-date information on all CMHR events, promotions and products;
- Provide on-the-floor supervision of all contracted staff and ensure smooth operation of Box Offices and Boutiques on a daily basis;
- Oversee Cash-out procedures and reconcile cash-out with each seller;
- Produce daily revenue reports according to CMHR practices and procedures.
- Address customer complaints and resolve issues;
- Approve transactions where supervisor override is required. (Discounts and refunds);

- Act as a ticketing system and sales software expert for both the Contractor and CMHR personnel for the purpose of training, supervising and reporting. Training to be provided by CMHR
- Adhere to and ensure compliance to *Visitor Service Excellence, Uniform Guidelines and Financial processes and procedures*
- Ensure that visitors are served within a reasonable time frame. *The Service level agreement is to be agreed upon and finalized between the two parties.*
- Keys to cash drawers will be kept in the Cash office. The supervisors will be the only ones with access to the keys.
- Floats will be counted at the beginning and end of each shift in the Cash Office.
- All cash in the cash office will be stored in the safe. The safe will be locked at all times.
- The Change Float is the responsibility of the Supervisor. They should be the only ones accessing it. They are responsible for the distribution and balancing of the Change Float.
- The Supervisor's role is to be visible, available and monitor staff. They are also responsible to take on a seller role when required, using their own user ID.

**All Staff responsibilities (Box Office – main and group ticketing desk and Boutique)**

- the staff is responsible to provide bilingual, courteous, efficient, knowledgeable and timely sales and customer service to CMHR visitors at all times;
- Operating a computerized inventory / point of sales system;
- Following, processing and handling customers returns of tickets/ merchandise purchased based on predetermined procedures;
- Performing and conducting minor repair and/or adjustments to the cash terminals (i.e. replacing ribbons, printout feeders, etc.) and informing the Supervisor when repairs are beyond the employee's ability.
- Ensuring that the customers are being served as efficiently and quickly as possible;
- Adhere to Visitor Service Excellence, Uniform Guidelines and Financial processes & procedures
- The cash drawers will remain closed at all times while it is not being used for a transaction with a customer.
- The Box office and Boutique staff member will receive an individual Identify access (ID) code for accessing and using Galaxy/Counterpoint. This ID code must be kept private and not shared with other staff members. The Box Office and Boutique member must only use this ID when operating the Galaxy system – they are not to operate Galaxy/Counterpoint under another ID.
- At the end of shift, the Box Office and Boutique staff member must log off from the pin pad and close down the Galaxy/Counterpoint system at their Box Office and Boutique position.

- Cash from the Box Office and Boutique drawer is not to be counted within the Box Office or Boutique staff member's area – it is only to be counted in the Cash Room in the presence of the Supervisor and Security Guard.
- The staff member is to lock their personal belongings, including purses and wallets and cell phones, in the lockers provided at the beginning of the shift. If a locker is not provided, personal belongings should be kept in the Cash Office.
- The staff member should never exchange money between cash registers. When change is required, supervisors should be contacted.
- If the drawer is too full, a Supervisor should be contacted to remove coupons or vouchers from the cash register and store them in the Cash Office until Cash out.
- Do not make change for yourself or others.
- Box Office and Boutique staff member should log off POS when unattended (i.e. break, etc...)

### **1. Box Office (main and group ticketing desk) cashier**

- Greet guests upon their arrival at the CMHR
- Explain and promote CMHR offers, sell and up-sell tickets to guests;
- Capture all relevant information in ticketing system (postal codes, membership information, promo codes, group information, etc.)
- Promotion and sales of membership programs. Maintain knowledge of membership program specifications and be up to date with current or upcoming promotions.
- Greet groups, confirm their itinerary, modify reservation as required and finalise invoice upon arrival of group.
- Process payments, balance cash, etc;
- Keep workspaces tidy and aesthetically appealing at all times; and safely stow all POS equipment at end of day when required
- Maintain a professional image at all times; Contribute to the promotion of various exhibitions and events by wearing promotional clothing or accessories, when required;
- Maintain up-to-date information on all CMHR events, promotions and products;
- Perform other related duties, as required.

### **2. Boutique cashier**

- Understanding, following and executing general selling techniques;
- Acknowledging customers upon entering the Boutique and being proactive and enthusiastic about meeting their needs;
- Assisting customers in locating requested products and providing brief and positive explanations regarding these;
- Ensuring daily restocking
- Performing visual presentation as recommended by the CMHR Boutique personnel.
- Notifying the supervisor and other CMHR officials (if necessary) if products quantities are running low;

- Maintaining, shelving and tidying CMHR retail space as required;
- Providing services when required to assist the CMHR Retail Buyer and Manager by:
  - Unpacking and receiving all goods according to packing slip and purchase order attachment.
  - Verifying that all goods received are in good condition, in the proper quantity and at the correct price;
  - Pricing all goods received under the direction of the CMHR Retail Buyer and Manager
  - Stocking shelves according to the CMHR merchandise plan;
- Maintaining and keeping abreast of all retail products for the Boutiques by examining them, reading labels and accompanying literature; by asking questions to CMHR Retail Buyer and Manager.
- Performing other related duties, as required

## **APPENDIX G – UNIFORM GUIDELINES**

### **Overview and General Guidelines**

Box office and Boutique staff is often the first point of contact for visitors. As with all your duties and responsibilities, you are expected to demonstrate professionalism, a positive attitude and good judgment related to your appearance.

The contractor will make use of a dedicated staff lounge and lockers (for daily use only) to store all outerwear and purses/bags.

Whenever you are in a public space, you must keep in mind that you are in the presence of visitors. Your attitude and performance have a direct impact on the quality of a visitors' experience. It is important to keep in mind that Box Office and Boutique employees must remain aware of their appearance during all working hours. Greeting visitors as they approach, initiating the first contact, and being proactive at all times are very important.

### **Employee Identification Passes**

To help ensure the safety and security of visitors and employees, all employees are issued a photo identification pass that must be worn at all times.

If you do not have your pass, it is your responsibility to sign out a temporary pass at the Security Desk before your shift begins. Security passes are not to be shared between employees.

If your pass is lost, damaged or expired, you must complete an employee pass renewal form and submit it to your Supervisor immediately.

### **Personal Hygiene**

Due to close contact with visitors, employees must maintain their personal hygiene.

There are a number of elements of personal hygiene that must be considered:

- Use of strong, heavy scents and fragrances is not permitted
- Hands and fingernails should be kept clean
- Body odour must be considered and controlled
- Makeup and cosmetics should be worn discreetly
- Personal appearance must be professional and in good judgement

### **Hairstyling**

The following guidelines should be followed:

- Employees must keep their hair neatly combed and arranged in easy-to-maintain professional styles.
- Hair below shoulder length should be tied back if it falls forward over the face while working.
- Hair accessories are for the express purpose of holding the hair away from the face and must be a neutral color.

### **Head wear**

Baseball caps, hats, bandanas, scarves or other head pieces are not permitted.

### **Personal Items -Cellular Phones, Electronics and Other Items**

Personal items and electronics are not permitted during work hours. This includes, but is not limited to: cell phones, MP3 players, books, magazines, crossword puzzles and other similar items.



### **Facial Hair**

Employees need to be clean shaven for all of their shifts. If an employee chooses to grow a beard, moustache, goatee or other facial hair it must be neat, well maintained and trimmed.

### **Uniform for Sellers and Supervisors**

The base uniform for sellers and supervisors consists of the following items:

- Employee Supplied Items:
  - Black pants
  - Black belt (optional)
  - Black socks
  - Black shoes

### **Pants**

The pants **must**:

- Be solid black in colour
- Be properly sized
- Be in good condition (no rips, tears, stains, etc...)

The pants **cannot**:

- Have flared bottoms
- Be made of jeans material
- Be fitted/ made of stretched materials (yoga pants or sweat pants)

### **Shirts**

The Contractor will supply the top.

- Employees may leave the top button open if they choose
- All other buttons must be fastened at all times
- shirts must be tucked in at all times.

### **Exceptions and Accommodations**

Other requests for exceptions to the Uniform Policy must be made in writing to CMHR Management for review. All requests will be reviewed on a case by case basis.

### **Departure of an Employee**

Upon departure, employees are responsible for returning all CMHR identification passes, name tags and Uniform shirts. Employees are responsible for all items. In the event any items have been lost or damaged, the employee is responsible for replacing the pieces.

### **Adherence to the Uniform Policy**

The appearance guidelines in this handbook have been established by the CMHR and may be updated at any time. Failure of any employee to adhere to these or subsequently established or modified standards will result in disciplinary action of staff overseen by the Contractor.