

# **Request for Proposal**

# Audio Visual System Operations and Maintenance Services

Solicitation No: Solicitation Date: Question Deadline Date: Closing Date/Time: Estimated Award Date: CMHR 2014-71 May 29, 2014 June 6, 2014 at 2:00 PM CDT June 18, 2014 at 2:00 PM CDT July 2014

# **TABLE OF CONTENTS**

| 1.0        | STATEMENT OF PURPOSE                            | 4              |
|------------|---|----------------|
| 2.0        | DEFINITIONS                                     | 4              |
| 3.0        | PREPARATION OF RESPONSE                         | 5              |
|            | 3.1 How to Respond                              | 5              |
|            | 3.2 Bids  | 5              |
|            | 3.3 Contact                                     | 5              |
| 4.0        | GENERAL BACKGROUND                              | 6              |
|            | 4.1 About the Canadian Museum for Human Rights  | 6              |
|            | 4.2 Governing Legislation                       | 6              |
| 5.0        | SCOPE OF WORK                                   | 7              |
|            | 5.1 Background                                  | 7              |
|            | 5.2 Services Overview                           | 7              |
|            | 5.3 Tender Schedule                             | 7              |
| 6.0        | PROPOSAL CONTENT AND FORMAT                     | 8              |
|            | 6.1 Mandatory Requirements                      | 9              |
|            | 6.2 Rated Requirements                          | 9              |
|            | 6.3 Financial Requirements                      |                |
| 7 PR       | OPOSAL EVALUATION                               |                |
|            | 7.1 Evaluation Process                          |                |
|            | 7.2 Method of Selection                         |                |
|            | 7.3 Mandatory Contracting Requirements          |                |
|            | 7.4 Mandatory Technical Requirements            |                |
|            | 7.5 Rated Requirements                          |                |
|            | 7.6 Minimum Rated Score                         |                |
|            | 7.7 Financial Evaluation                        |                |
|            | 7.8 Scoring system                              | 13             |
| 8.0        | TERMS AND CONDITIONS                            |                |
|            | 8.1 Standard Terms and Conditions for Bids      |                |
|            | 8.2 Standard Terms and Conditions for Contracts |                |
|            | 8.3 Priority of Documents                       |                |
| APP        | ENDIX A – PROPOSAL FORM                         | 1              |
| APP        | ENDIX B – LABEL FOR PROPOSAL ENVELOPE           | 2              |
| <b>م</b> ص | ENDIX C: MANDATORY REQUIREMENTS CHECKLIST—CO    |                |
| Arr        |   | IN I RACTING 3 |

2

| APPENDIX D: MANDATORY TECHNICAL REQUIREMENTS             |
|--|
| APPENDIX E: EVALUATION CRITERIA FOR RATED REQUIREMENT7   |
| APPENDIX F – STANDARD BID TERMS AND CONDITIONS           |
| APPENDIX G – STANDARD CONTRACT TERMS AND CONDITIONS      |
| APPENDIX H – AVS EQUIPMENT TO BE COVERED BY THE SERVICES |

# 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 operations and maintenance Services for the audio visual system at the Museum.

#### 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 "Service" and "Serviced" means the requirements outlined in Appendix D: MR-01 to MR-04.
- 7 The words "Proposal(s)", "Bids" and "Submission(s)" are to be considered as having the same meaning.
- 8 The word "Proposal Receiving Address" means the address where the Proposals must be submitted on the Solicitation Closing Date.
- 9 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.
- 10 The words "Solicitation Document" shall mean this Request for Information, the Proposal Form and the Proposal ID page attached hereto.
- 11 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 6.0.

Proposals must be labeled with Appendix B – Label for Proposal Envelope and must include: five (5) bound hard copies of your Proposal (Overview and Requirements); one (1) hard copy of the Financial Proposal in separate sealed envelope; one (1) electronic copy of the entire submission (Proposal and Financial Proposal on a CD, flash drive or DVD; and a signed copy of the Proposal Form (Appendix A). 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 in Section 6.3.

#### 3.3 Contact

All correspondence, questions or requests for clarification concerning this RFP should be submitted, by email, no later than the specified deadline date and time with the subject line "Enquiry: CMHR 2014-71." Email inquiries should be sent to the following address:

bids@humanrights.ca

#### 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 September 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 Background

The CMHR requires a Supplier to operate, maintain and keep current the exhibit-based and meeting room audio and visual system (AVS) at the Museum. The supplier should have significant experience providing these Services in similar museum AVS environments. All Proponent personnel should be properly trained to provide the Services required in this RFP. A list of the AVS equipment to be Serviced can be found in Appendix H.

#### 5.2 Services Overview

#### Technical Support

- Unlimited 24 / 7 technical phone support including holidays.
- Two, trained, on-site technicians to report to CMHR and operate and maintain the AVS.
- Flexible schedule to accommodate event coverage.
- Establish trouble ticket process and management system
- Full trouble ticket reporting
- Service level guarantees

#### Equipment Coverage

- Equipment repair and return must be provided by the Supplier
- Express freight service paid by the Supplier to and from the site.
- Supplier must provide details of equipment or equipment components are not covered as part of this service

#### Consumable Package

• All projector lamps and projector filters must be provided in the proposal

#### Remote Monitoring

- The AVS will be monitored via the Supplier network operations centre.
- The onsite technicians will have access to the monitoring of the system to identify issues in real time and remedy as fast as possible.

#### 5.3 Tender Schedule

The RFP schedule is as follows:

| • | RFP Posted              | May 29, 2014              |
|---|-------------------------|---------------------------|
| • | RFP Closing             | June 18, 2014 at 2 PM CDT |
| • | Evaluation of Proposals | June 2014                 |

- Contract Award (tentative) July 2014
- Contract Commencement (tentative) ASAP

# 6.0 PROPOSAL CONTENT AND FORMAT

The proponent's proposal must be organized using the content numbering scheme described below:

| Requir  | Required Structure of Proposals and Content Numbering  |  |  |  |  |
|---|--|--|--|--|--|
| <u>1.0 Prc</u>  | pposal Overview  |  |  |  |  |
| 1.1   | Company Synopsis   |  |  |  |  |
| 1.2   | Service Overview   |  |  |  |  |
|   |  |  |  |  |  |
| <u>2.0 Pro</u>  | pposal Requirements  |  |  |  |  |
| 2.1.  | Mandatory Contracting Requirements – (Appendix C)  |  |  |  |  |
| 2.2   | 2.2 Mandatory Technical Requirements – (Appendix D)  |  |  |  |  |
| 2.3   | Response to Rated Requirement (Appendix E)   |  |  |  |  |
|   |  |  |  |  |  |
| Financial Proposal (submitted in a separate envelope) |  |  |  |  |  |
| 2.1.<br>2.2<br>2.3                                    | Mandatory Contracting Requirements – (Appendix C)<br>Mandatory Technical Requirements – (Appendix D)<br>Response to Rated Requirement (Appendix E) |  |  |  |  |

A company synopsis, which shall include the following:

| Legal Name of Proponent   |  |
|---|--|
| Proponent Business Address (including street address, city, country and postal code or their equivalents).    |  |
| Proponent Telephone & Fax Numbers   |  |
| Point of Contact for Proposal and any resulting contract (name, telephone and fax numbers and email address). |  |
| Escalation organization in the event of major unresolved issues at the CMHR                                   |  |
| Proponents Business Number (PBN) and/or GST/HST number.   |  |

#### b) Overview and History

Provide a company overview and history

c) Compliance

Provide a brief description (and copies if possible) of the following:

- □ Code of Ethics and / or Compliance Manual;
- □ Overview of compliance program and your reporting on the same;
- Health and safety standards of your Firm (Note: Any subcontractor must meet your Firm's health and safety standards);
- □ Proof of Insurance;
- □ Employee training matrix (if any);
- □ ISO certifications (if any);
- □ Green certifications (if any);
- □ LEED experience (if any);
- d) Human Rights

The submitting parties must provide the Museum with the following:

 Details of any Human Rights complaints that have been made against the company and confirm the outcome of any such complaints;

The remainder of Section 6 provides additional guidance on the required content of the different sections of the proposals.

#### 6.1 Mandatory Requirements

6.1.1 Proponents' proposals **must** meet **all** of the RFP mandatory requirements in order for their proposals to be considered for evaluation. Failure on the part of the proponent to meet any one (1) or more of the mandatory requirements will result in their proposal being deemed non-compliant and given no further consideration.

6.1.2 There are two types of mandatory requirements: Contracting Mandatory Requirements and Technical Mandatory Requirements.

6.1.3 Contracting Mandatory Requirements are indicated in Appendix C. Proponents **must** complete the table in Appendix C and include it as part of their proposal. In the table, proponents are to indicate beside each of the requirements the relevant page number(s) from their proposal where they are addressed (Appendix C: MC-5).

6.1.4 Technical Mandatory Requirements are indicated in Appendix D. In their proposals, proponents are to provide a brief description of how their proposed Services meet each of the mandatory technical requirements.

#### 6.2 Rated Requirements

6.2.1 Technical Proposals meeting **all** of the Mandatory Requirements (Contracting & Technical) will have their technical proposal evaluated by the evaluation committee.

6.2.2 In their technical proposals, proponents are to clearly describe how their proposed Services meet the rated requirement.

# **6.3 Financial Requirements**

6.3.1 As indicated in Section 2.3.3, the CMHR expects that the term of the Service acquired as a result of this RFP to be least five (5) years. The CMHR reserves the right to purchase maintenance for up to three (3) additional five (5) year periods, at the CMHR's discretion subject to budgetary limitations.

6.3.2 The CMHR wishes to understand and evaluate the **full** cost of the proposed Solution based on a five-year term. To do so, proponents are to use the table below. The total cost of the agreement will be used to evaluate the financial proposals.

| Line Item | Description                                 | Cost |
|-----------|---|------|
| 1         | On-Site Resources at described in MR-01     | \$   |
| 2         | Remote Monitoring as described in MR-02     | \$   |
| 3         | Lamps and Consumables as described in MR-03 | \$   |
| 4         | Equipment Coverage as described in MR-04    | \$   |
|           | Total for all Services (items 1 to 4)       | \$   |
| 5         | Other cost: (if any, please describe)       | \$   |
|           | Total                                       | \$   |

# 7 Proposal Evaluation

# 7.1 Evaluation Process

7.1.1 A technical evaluation committee composed of CMHR officials will evaluate the proposals. The CMHR will use a step-by-step approach to selecting the successful proponent. The approach will consist of the steps described in Section 7.2 below. Only proposals that meet the requirements of a particular stage will progress to the following steps.

7.1.2 Failure of a proposal to provide information in sufficient detail and depth to permit evaluation against criteria may render a proposal non-responsive. Proponents are advised that only listing capabilities without providing any supporting explanation or description about the capability will not be considered to be "demonstrated" for the purposes of the evaluation.

# 7.2 Method of Selection

7.2.1 **Step 1:** The technical evaluation team will confirm compliance with all mandatory requirements identified in Section 7.3 and 7.4.

7.2.2 **Step 2:** Proposals deemed compliant in Step 1 will then be evaluated by the evaluation team as per the rated requirement, using the criteria and point structure described in Appendix D.

7.2.3 **Step 3:** The **top 3 scoring proposals** deemed compliant following Steps 1 and 2 may be invited to an interview to answer questions regarding their proposal. During the interview, the CMHR evaluation team committee may adjust the evaluation of the Technical Mandatory and/or adjust points, awarded for the Rate Requirement.

7.2.4. **Step 4:** Those technical proposals deemed compliant in Steps 1, 2 and 3 (including meeting the minimum point requirements described in Section 7.6) will have their financial proposals evaluated by the CMHR Contracting Group following the process described in Section 7.7.

7.2.5 **Step 5:** The highest scoring solution in Step 4 will be deemed the Successful Proponent.

# 7.3 Mandatory Contracting Requirements

7.3.1 Proponents **must** complete the table from Appendix C and provide it as part of their technical proposal. Proponents are to indicate beside each of the requirements the relevant page number(s) from their proposal where they are addressed (see Appendix C: MC-5).

# 7.4 Mandatory Technical Requirements

7.4.1 The proposed Equipment **must** possess the characteristics described in Appendix D at time of acquisition. As indicated in Sections 6.4.1, proponents are to provide in their proposals a brief description of how their Service meets each of the mandatory technical

requirements in Appendix D. The CMHR will verify claims through consultations with the supplied references and, as required, through the interview.

7.4.2 It is vital that Proponents proposal provide detailed and comprehensive responses to the requirements in this RFP while at the same time ensuring that responses are precise and to the point. Proponents shall use the document structure defined previously for their responses, including the financial template, to facilitate equitable evaluation.

7.4.3 Responses shall not make references to corporate literature or website information and any literature that is provided shall exist merely to supplement the response and not to replace it.

7.4.4 Proponents shall conform to the required format proposed below. Failure to conform, at the sole discretion of the CMHR, may result in the Proponent's proposal being rejected. The requirements in this RFP have unique identifiers and are presented in the following format example:

| Requirement<br>Identifier | Requirement Description                          |
|---------------------------|--|
| XX-01 (Example)           | (Example) XXXXXXX: xxxxxxxxxxxxxxxxxxxxxxxxxxxxx |
| /                         | (  |

7.4.5 The original order and identification of the requirements shall be maintained in the RFP Submission. All requirements can be interpreted to include the stated requirement but need not be limited to the requirement as stated. Therefore should the Proponent consider that it is possible to exceed the requirement and enhance the benefit, this should be stated.

7.4.6 Each requirement should be answered as comprehensively as possible. If the requirement is not understood the Proponent should take the necessary steps to understand and clarify the requirement. Proponents shall respond to all mandatory and rated requirements. The Proponent response shall be inserted into the requirements table below each requirement as a new row.

| Requirement        | Requirement Description  |
|--------------------|--|
| lucitinei          | Description  |
| XX-01<br>(Example) | (Example) <b>XXXXXXXX:</b><br>xxxxxxxxxxxxxxxxxxxxxxxxxxxxx              |
| Response XX-<br>01 | <insert proponent="" requirement="" response="" to="" xx-01=""></insert> |

# 7.5 Rated Requirements

7.5.1 Proposals meeting **all** of the Mandatory Requirements will be evaluated and rated based on the rated requirement. The rated requirement will be rated against the response using the scoring template attached as Appendix D.

7.5.2 The rated requirement may also be scored during the interview using the same evaluation criteria and scoring template attached as Appendix D.

# 7.6 Minimum Rated Score

7.6.1 Proponents which receive a minimum rated of score of 33.3% of the available points for the proposed solution will be considered compliant.

## 7.7 Financial Evaluation

7.7.1 Those proposals that have met all of the Mandatory Requirements and met or exceeded the minimum technical score will have their Financial Proposal evaluated by the CMHR Contracting Group.

7.7.2 The total cost for the agreement will be used to evaluate the financial proposals, see Section 6.3.2. Full points (25/25) will be awarded to the proposal with the lowest cost. Fewer points will be awarded to all other qualifying proposals based on the percentage differential between their combined cost and that of the proposal with the lowest combined cost; using the following formula:

Lowest Combined Cost (\$) X 25 = Points for Proponent's Financial Proposal Proponent's Combined Cost (\$)

# 7.8 Scoring system

7.8.1 The scoring table below summarizes the points available for each of the rated requirements. It also identifies the applicable minimum point requirements.

| Rated Requirements   | Maximum<br>Score | Minimum Points<br>Required |
|--|------------------|----------------------------|
| Detailed Experience  | 75               | 25                         |
| Total Technical Score (including any adjustments during the Demonstration) | 75               | 25                         |
| Financial Evaluation   | 25               | NA                         |
| OVERALL TOTAL SCORE (technical score + financial evaluation)               | 100              | 25                         |

7.8.2 The proposal receiving the highest overall score (Technical + Financial) will be deemed best value to the CMHR, and will be deemed the Highest Scoring Proponent.

7.8.3 In the event that two or more proposals receive the same overall score, the proposal with the lowest total cost will be deemed best value to the CMHR, and will be recommended for Highest Scoring Proponent.

# 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 F.

#### 8.2 Standard Terms and Conditions for Contracts

The Museum's standard terms and conditions for Contracts are detailed in Appendix G.

#### 8.3 Priority of Documents

The documents specified below form part of and will be incorporated into the resulting contract. If there is a discrepancy between the wording of one document and the wording of any other document which appears on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

- 1. The contract document;
- 2. This Request for Proposal;
- 3. The Proponent's Proposal.

#### **APPENDIX A – PROPOSAL FORM**

| TO:  |   |   | 4th Floor  | adian Muse<br>r – 269 Ma<br>g, Mb, R30   | in Street  |  | ights   |   |  |   |                  |
|--|---|---|--|--|--|--|---|---|--|---|------------------|
| PROJEC<br>SOLICIT  |   |   | Audio Vi<br>CMHR 20  | sual Syster<br>014-71  | m Operat   | ions and   | Maintena  | ince S  | ervices  |   |                  |
|  | WE:_  |   |  |  | (N   | ame of S   | upplier)  |   |  |   |                  |
| 1.<br>2.<br>2.1<br>2.2<br>2.3<br>2.4<br>3.<br>3.1<br>3.1 | in acc<br>AND<br>Have<br>Have<br>other<br>Have<br>an in<br>AND<br>The F<br>accep<br>irresp<br>of an<br>This I | we HERE<br>examined<br>carefully<br>not relied<br>than the<br>included<br>tegral par<br>WE HERE<br>Proposal h<br>otance by<br>pective of<br>other Pro | with all th<br>BY AFFIRM<br>d to our sa<br>studied th<br>d on any in<br>RFP.<br>the inform<br>t of the Pr<br>BY DECLAI<br>has been e<br>the Muse<br>the accep<br>posal.<br>s made by | te terms ar<br>A AND CER<br>atisfaction<br>ne RFP, inc<br>nformation<br>mation that<br>roposal For<br>RE, REPRES<br>executed w<br>sum for a p<br>otance of a | nd condit<br>TIFY that<br>all condit<br>luding all<br>n or docu<br>t was req<br>rm.<br>SENT, WA<br>stath full au<br>veriod of i<br>ny other<br>rsigned w | ions of th<br>we:<br>tions affe<br>addend<br>ments pr<br>uired to<br>RRANT A<br>uthority a<br>ninety (9<br>Proposal<br>vithout a | ne RFP.<br>ecting the s<br>rovided by<br>be submit<br>AND AGRE<br>and is irrev<br>0) full day<br>I or the iss | goods<br>or or or<br>ted, v<br>E THA<br>vocab<br>s fron<br>ue of<br>tion, I | le, valid an<br>n the Closir<br>a notice of<br>knowledge | the Muser<br>mation fo<br>d open to<br>ng Date<br>f acceptan<br>, and | um<br>rms<br>uce |
|  |   |   | -  | r arrangem<br>s in all resp  |  | •  | •   |   | night subm<br>r fraud.                                   | iit a Propo   | sal              |
| 3.3  | Prop  | osed sub-   | Suppliers  | have been  | given th   | e opport   | unity to st   | udy tl  | ne RFP.  |   |                  |
| SIGNED<br>OF:  | ) AND   | SUBMITT   | ED this  | day of _   |  |  | , (ye   | ear)  | FOR AND  | ON BEHA   | LF               |
| COMPA  | ANY:  | (Name)  | -  |  |  |  |   |   |  |   |                  |
|  |   | (Street o   | or PO Box)   |  |  |  |   |   |  | _   |                  |
|  |   | (City, Pro  | ovince, Po   | stal Code)   |  |  |   |   |  | _   |                  |
|  |   | (GST Reg  | gistration I   | No.)   |  |  |   |   |  | _   |                  |
| SIGNAT   | TURE:   |   | -  |  |  |  |   |   |  |   |                  |
|  |   |   |  |  |  |  |   |   |  |   |                  |

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   | SOUMISSION  |
|---|---|
| May only be opened by the CMHR.                     | Ne peutêtre ouverte que par l'entreprise.   |
| All proposals are to be delivered:                  | Toutes les soumissions doivent être acheminée au:                                 |
| 4th Floor – 269 Main Street<br>Winnipeg MB R3C 1B3  | 4 <sup>ème</sup> étage - 269 Main Street<br>Winnipeg (Manitoba) R3C 1B3           |
| TO / Destinataire : Administrative Servi            | ces / Services administratifs   |
| CMHR SOLICITATION No:<br>N° de soumission du MCDP : | CMHR 2014-71  |
| CLOSING DATE & TIME:<br>Date et heure de clôture:   | June 18, 2014 at 2 PM CDT<br>18 juin, 2014 à 14 h HAC                             |
| PROJECT TITLE : Audio Visual                        | System Operations and Maintenance Services  |
| Titre du projet: Services de fon                    | ctionnement et d'entretien du système audiovisuel du Musée                        |
| COMPANY:<br>Entreprise:                             |   |
| IDENTIFICATION PAGE:<br>PAGE D'IDENTIFICATION:      | Please affix to your envelope/package<br>Veuillez joindre à votre enveloppe/colis |

|      | MANDATORY REQUIREMENTS   |  | liant? | Location       |
|------|--|--|--------|----------------|
| Item |  |  | No     | in<br>Proposal |
| MC-1 | Proposals must be received as per the instructions in Section 3.1.   |  |        | N/A            |
| MC-2 | Proponents must submit their proposals as per the instructions in Section 3.1.   |  |        | N/A            |
| MC-3 | Proponents must complete and sign all certifications required in<br>Appendix A of this RFP and attach them as Appendix A of their<br>technical proposal. |  |        |                |
| MC-4 | Proposals must be organized and comply with the proposal structure, as described in Section 6.0.   |  |        |                |
| MC-5 | Proponents must complete and include this table as part of their Proposal.   |  |        |                |
| MC-6 | Proponents must provide the full cost of their proposed the Services using the chart formats provided in Sections 6.3.                                   |  |        |                |
| MC-7 | Proponents must provide all references as described in Appendix D, MR-05   |  |        |                |

# Appendix C: Mandatory Requirements Checklist—Contracting

| Identifier | Description  |
|------------|--|
|            | On-Site Technicians:   |
|            | The Supplier must provide two onsite technicians for daily AVS operations and maintenance work at the CMHR.  |
|            | • These technicians will each work a 5 day per week schedule based on 37.5 hours per week.<br>The days and this schedule will be mutually determined with the CMHR to determine which<br>days and hours are of the utmost importance to have technical staff on site.  |
|            | • The technicians must start two hours prior to opening to ensure the AVS is in good working condition before opening. This includes a visual inspection of all AVS equipment to ensure all AVS equipment is functioning properly to CMHR satisfaction.  |
|            | <ul> <li>The Supplier must perform preventative maintenance on all AVS equipment based on<br/>manufactures' specifications and recommendations.</li> </ul>   |
|            | • The Supplier must respond to all failures of the AVS and resolve the failure based on a mutually establish SLA with the CMHR   |
| MR-01      | The Supplier must provide problem resolution support to help meet the SLA  |
|            | • The technician's duties must include responding to helping the museum staff and patrons with the operation of exhibits as well as training of museum staff on the operation of the exhibits.   |
|            | • The onsite technicians must perform an inventory of any spare parts and consumables on a weekly basis, this inventory will be kept in the Supplier's software inventory system.  |
|            | • The onsite technicians must be responsible for replacing all consumable AVS equipment based on manufacturers' specifications. For greater clarity, the Supplier must ensure all consumable AVS equipment is replaced before the equipment is deemed unsupportable or out-of-warranty by the manufacturer. Any AVS warranty issues caused by the Supplier inability to change consumable AVS equipment in a timely fashion will be the responsibility of the Supplier to remedy.                                |
|            | • The onsite technicians must be responsible for the installation of the major software release, upgrade or patches in order to resolve a problem, improve serviceability and/or stability, or for a feature upgrade.  |
|            | • Each technician must be fully trained to operate and maintain the equipment and systems at the museum; as outlined in Appendix H. This training may come from working with the project team during the final installation and commissioning phase of the project which will give them an intimate knowledge of the system and operation. Any further equipment technical training needed will be provided as the need arises throughout the beginning phases of daily operation of the museum within year one. |

# Appendix D: MANDATORY TECHNICAL REQUIREMENTS

|       | • The on-site technicians are required to start on or before July 14, 2014.  |  |  |  |  |
|-------|--|--|--|--|--|
|       | Remote Monitoring:   |  |  |  |  |
|       | <ul> <li>The Proponent must deploy its remote monitoring system, to remotely monitor the health,<br/>availability and performance of the AVS Equipment as described in Appendix H. The<br/>Equipment will be monitored in real time, and alerts from the remote monitoring system will<br/>be sent to the on-site technicians and Proponent's second tier remote support team.</li> </ul>  |  |  |  |  |
|       | <ul> <li>The Proponent must respond to all critical and major remote monitoring alarms within 15<br/>minutes during operating hours. Failure to respond may result in a, reasonable, mutually<br/>agreed upon monetary credit regime that will be negotiated during contracting. The<br/>Proponent is urged to provide a SLA framework as part of their response to this RFP.</li> </ul>   |  |  |  |  |
| MR-02 | <ul> <li>Management data from the Proponent's remote monitoring system will be transmitted to<br/>the Proponent's network operations centre in accordance with the CMHR network access<br/>and security policies.</li> </ul>   |  |  |  |  |
|       | <ul> <li>The Proponent must endeavor to resolve as many issues as practicable from their remote<br/>monitoring centre</li> </ul>   |  |  |  |  |
|       | <ul> <li>The Proponent must create a layout map of the museum and its exhibits showing the model<br/>number of each part in each exhibit and its status; this map can be provided to the museum<br/>staff for viewing through a customer portal.</li> </ul>  |  |  |  |  |
|       | <ul> <li>All equipment, remote monitoring services and programming to initiate the remote<br/>monitoring capabilities must be included in this agreement.</li> </ul>   |  |  |  |  |
|       | Lamps and Consumables:   |  |  |  |  |
| MR-03 | <ul> <li>Projector lamps and filters must be provided based on an annual run time of 4380 operating hours (12 hours per day 365 days per year).</li> <li>These lamps and filters must be stored at the CMHR location to ensure the Proponent's onsite technicians have availability any time. The Proponent is responsible of for securing and storing the lamps as per manufacturers' specifications.</li> <li>Projector lamp hours will be checked weekly and lamp changes will occur prior to the lamp reaching its maximum life expectancy.</li> <li>The lamp warranty must be extended to least 90 days from date of installation of the lamp (and not the typical date of shipment from the manufacturer).</li> <li>All spent lamps will be returned to the Proponent recycling depot free of charge.</li> <li>After the first year, based on actual run time of the lamps, of this agreement will be reviewed to adjust quantities up or down as needed.</li> </ul> |  |  |  |  |
|       | Included in this agreement must be the following counts of lamps and filters:  |  |  |  |  |

| Image: Second |       | 6  | Barco  | R9801007  | Replacement lamp for HDX-W14   |           |
|---|-------|--|--|---|--|-----------|
| MR-04       Image and track all installed equipment must generate return material authorization (RMA) numbers for all equipment.         MR-04       MR-04  |       |  |  |   |  |           |
| 24       Barco       R9832752       Replacement lamp for RLM-W8         12       Panasonic       ET-LAD510F       Replacement lamp for PT-DS20KU         12       Viewsonic       RLC-090       Replacement lamp for PJD8633WS         4       Barco       R98010085       Replacement filter for HDX-W14 and HDX-W20 6 pack         12       Panasonic       ET-EMF510       Replacement filter for PT-DS20KU         Equipment Coverage:         • The Proponent must provide operations and maintenance services coverage to all AVS equipment installed and detailed in Schedule.         • This coverage must include all equipment repairs either onsite, at the Proponent's repair depot or at the manufacturer's factory repair center.       • The Proponent must manage and track all installed equipment at the CMHR, including relevant location and equipment details, using customized software tracking system         • The Proponent must generate return material authorization (RMA) numbers for all equipment requiring repairs. Included in the RMA will be the specific model and serial number of the equipment.         MR-04       • The Proponent must electronically generate tickets for all incidents pertaining to the AVS.   |       |  |  |   | · · · · ·  |           |
| 12       Panasonic       ET-LAD510F       Replacement lamp for PT-DS20KU         12       Viewsonic       RLC-090       Replacement lamp for PJD8633WS         4       Barco       R98010085       Replacement filter for HDX-W14 and HDX-W20 6 pack         12       Panasonic       ET-EMF510       Replacement filter for PT-DS20KU         Equipment Coverage:         • The Proponent must provide operations and maintenance services coverage to all AVS equipment installed and detailed in Schedule.         • This coverage must include all equipment repairs either onsite, at the Proponent's repair depot or at the manufacturer's factory repair center.         • The Proponent must generate return material authorization (RMA) numbers for all equipment requiring repairs. Included in the RMA will be the specific model and serial number of the equipment.         MR-04       • The Proponent must electronically generate tickets for all incidents pertaining to the AVS.   |       |  |  |   | · · ·  |           |
| 12       Viewsonic       RLC-090       Replacement lamp for PJD8633WS         4       Barco       R98010085       Replacement filter for HDX-W14 and HDX-W20 6 pack         12       Panasonic       ET-EMF510       Repalcement filter for PT-DS20KU         Equipment Coverage:         •       The Proponent must provide operations and maintenance services coverage to all AVS equipment installed and detailed in Schedule.         •       This coverage must include all equipment repairs either onsite, at the Proponent's repair depot or at the manufacturer's factory repair center.         •       The Proponent must manage and track all installed equipment at the CMHR, including relevant location and equipment details, using customized software tracking system         •       The Proponent must generate return material authorization (RMA) numbers for all equipment requiring repairs. Included in the RMA will be the specific model and serial number of the equipment.         MR-04       •       The Proponent must electronically generate tickets for all incidents pertaining to the AVS.  |       |  |  |   |  |           |
| 4       Barco       R98010085       Replacement filter for HDX-W14 and HDX-W20 6 pack         12       Panasonic       ET-EMF510       Repalcement filter for PT-DS20KU         Equipment Coverage:         •       The Proponent must provide operations and maintenance services coverage to all AVS equipment installed and detailed in Schedule.         •       This coverage must include all equipment repairs either onsite, at the Proponent's repair depot or at the manufacturer's factory repair center.         •       The Proponent must manage and track all installed equipment at the CMHR, including relevant location and equipment details, using customized software tracking system         •       The Proponent must generate return material authorization (RMA) numbers for all equipment requiring repairs. Included in the RMA will be the specific model and serial number of the equipment.         MR-04       •       The Proponent must electronically generate tickets for all incidents pertaining to the AVS.  |       |  |  |   |  |           |
| 12       Panasonic       ET-EMF510       Repalcement filter for PT-DS20KU         Equipment Coverage:         •       The Proponent must provide operations and maintenance services coverage to all AVS equipment installed and detailed in Schedule.         •       This coverage must include all equipment repairs either onsite, at the Proponent's repair depot or at the manufacturer's factory repair center.         •       The Proponent must manage and track all installed equipment at the CMHR, including relevant location and equipment details, using customized software tracking system         •       The Proponent must generate return material authorization (RMA) numbers for all equipment requiring repairs. Included in the RMA will be the specific model and serial number of the equipment.         MR-04       •       The Proponent must electronically generate tickets for all incidents pertaining to the AVS.  |       |  |  |   |  |           |
| <ul> <li>Equipment Coverage:         <ul> <li>The Proponent must provide operations and maintenance services coverage to all AVS equipment installed and detailed in Schedule.</li> <li>This coverage must include all equipment repairs either onsite, at the Proponent's repair depot or at the manufacturer's factory repair center.</li> <li>The Proponent must manage and track all installed equipment at the CMHR, including relevant location and equipment details, using customized software tracking system</li> <li>The Proponent must generate return material authorization (RMA) numbers for all equipment requiring repairs. Included in the RMA will be the specific model and serial number of the equipment.</li> </ul> </li> <li>MR-04</li> </ul>   |       | 4  | Barco  | R98010085   | Replacement filter for HDX-W14 and HDX-W20 6 pack  |           |
| <ul> <li>The Proponent must provide operations and maintenance services coverage to all AVS equipment installed and detailed in Schedule.</li> <li>This coverage must include all equipment repairs either onsite, at the Proponent's repair depot or at the manufacturer's factory repair center.</li> <li>The Proponent must manage and track all installed equipment at the CMHR, including relevant location and equipment details, using customized software tracking system</li> <li>The Proponent must generate return material authorization (RMA) numbers for all equipment requiring repairs. Included in the RMA will be the specific model and serial number of the equipment.</li> <li>MR-04</li> </ul>  |       | 12   | Panasonic  | ET-EMF510   | Repalcement filter for PT-DS20KU   |           |
|   | MR-04 | <ul> <li>The lequination</li> <li>This depoind on the lequination</li> <li>The lequination</li> </ul> | Proponent<br>pment instance<br>coverage m<br>of or at the<br>Proponent<br>vant locatio<br>Proponent<br>pment requ<br>ber of the e<br>Proponent | must provide of<br>alled and detain<br>must include all<br>manufacturer<br>must manage a<br>n and equipme<br>must generate<br>uiring repairs. I<br>equipment.<br>must electroni | led in Schedule.<br>equipment repairs either onsite, at the Proponent's rep<br>is factory repair center.<br>and track all installed equipment at the CMHR, including<br>ent details, using customized software tracking system<br>e return material authorization (RMA) numbers for all<br>ncluded in the RMA will be the specific model and seria | oair<br>g |
|   |       | <ul> <li>support staff and onsite technicians to remedy any common or repeated failures.</li> <li>The Proponent must pay for all shipping costs, outbound and return, for equipment needing to be shipped to a repair depot location.</li> </ul>                                     |  |   |  |           |
| • The Proponent must pay for all shipping costs, outbound and return, for equipment needing   |       | • The Proponent must manage all shipping and receiving logistics of the equipment.   |  |   |  |           |
| • The Proponent must pay for all shipping costs, outbound and return, for equipment needing to be shipped to a repair depot location.   |       |  | •  |   |  | thin a    |
| <ul> <li>The Proponent must pay for all shipping costs, outbound and return, for equipment needing to be shipped to a repair depot location.</li> <li>The Proponent must manage all shipping and receiving logistics of the equipment.</li> </ul>   | MR-05 | (10) yea   | rs of experi   | •   | be in business for at least ten (10) years and have at lea<br>g, supporting, maintaining and repairing similar solution  |           |

# Appendix E: evaluation criteria for RATED REQUIREMENT

| Identifier | Description   |
|------------|---|
| RR-01      | <ul> <li>e Proponent shall describe their previous experience in delivering Services to museum vironments similar to the CMHR AVS. The Proponent shall provide details on how the perience gained during these projects will enhance the successful delivery of their Services to eet CMHR requirements. Points will be awarded as follows: <ul> <li>75 points for delivering Services to greater than 10 similar museum environments</li> <li>50 points for delivering Services to 5 - 10 similar museum environments</li> <li>25 points for delivering Services to 3 - 5 similar museum environments</li> <li>0 points for delivering Services &lt;3 similar museum environments</li> </ul> </li> </ul> |

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

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

#### **1** Supplier Responsibilities

This 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 later than (number) days before the closing date and time with the subject line "Enquiry: CMHR 2014-71." By email: <a href="mailto:bids@humanrights.ca">bids@humanrights.ca</a>
- 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 G – 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@humanrights.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 nonbreaching 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 Indemnifications

The supplier shall indemnify and save harmless the Museum from and against all claims, losses, damages, indirect damages, costs, expenses actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner with respect to the contract.

# 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 recalibration 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 H – AVS Equipment to be Covered by the Services

| Accell  | 3  |
|---|----|
| J129B-003B - HDMI to VGA adapter  | 3  |
| Acoustic Enhancement  | 1  |
| ASP-W1 - Stereo activated Sound Panel (21" x 32")                                   | 1  |
| Acoustic Enhancements   | 14 |
| ASP-CUST1 - Custom Activated Sound drivers attached internally to the side walls of |    |
| the Table   | 1  |
| ASP-CUST2 - In Wall "Invisible" Speaker   | 1  |
| ASP-CUST3 - Field installed Stereo Activated Sound Panel behind acoustically        |    |
| transparent material.   | 1  |
| ASP-SW1 - Stereo activated Sound Panel (36" x 48")                                  | 8  |
| ASP-W1 - Stereo activated Sound Panel (21" x 32")                                   | 2  |
| ASP-W2 - Activated Sound Panel - 36"x48"  | 1  |
| Adtec   | 4  |
| SignEdge - Video Server   | 4  |
| Apple   | 49 |
| iPad 4 - 10" tablet   | 1  |
| Mac Mini - Mac Mini w/ 2 x 1TB Serial ATA HDD, 8GB RAM                              | 1  |
| Mac Mini - Playback PC  | 13 |
| Mac Mini - Small Form Factor PC   | 10 |
| Mac Mini Server - Mac Mini w/ 2 x 1TB Serial ATA HDD, 8GB RAM                       | 2  |
| Mac Pro Tower - Mac Pro Tower w/ 2 x 1TB HDD, ATI Radeon HD 5770 1GB - 1            |    |
| Output  | 5  |
| Mac Pro Tower - Mac Pro Tower w/ 2 x 1TB HDD, ATI Radeon HD 5770 1GB - 2            |    |
| Outputs   | 3  |
| Mac Pro Tower - Mac Pro Tower w/ 2 x 1TB HDD, ATI Radeon HD 5770 1GB - 3            | 1  |
| Output<br>Mac Pro Tower - Mac Pro Tower w/ 2 x 1TB HDD, ATI Radeon HD 5770 1GB - 3  | 1  |
| Outputs   | 1  |
| Mac Pro Tower - Mac Pro Tower w/ 2 x 1TB HDD, ATI Radeon HD 5770 1GB - 4            | -  |
| Output  | 1  |
| Mac Tower - Mac Pro Tower w/ 2 x 1TB HDD, ATI Radeon HD 5770 1GB - 2 Outputs        | 1  |
| MB571Z/A - Mini Display port to DVI adapters  | 9  |
| MB571Z/B - Mini Display port to DVI adapters  | 1  |
| Asus  | 3  |
| Xtion PRO LIVE - Game motion tracker  | 3  |
| Atlona  | 22 |
| AT-HDRX-RSNET - HDMI/Serial Signal Extender over CAT5/6/7 Receiver                  | 11 |
| AT-HDTX-RSNET - HDMI/Serial Signal Extender over CAT5/6/7 Transmitter               | 11 |
| Bag End   | 2  |
| IPS10E-SHV3 - 10" Powered Subwoofer with Integrated Infra Processor                 | 1  |
| IPS12E-I - InfraSub Loudspeaker Powered with Integrated Infra Processor             | 1  |
|   | -  |

| Barco   | 28 |
|---|----|
| CNWU-61B - 6000 lm, 1 chip DLP projector (WUXGA 1920 x 1200)                        | 10 |
| CNWU-61B - 6000 lm, 1 Chip DLP Projector (WUXGA 1920 x 1200) - under review         | 1  |
| EN11 - 1.60:1 to 2.32:1 lens  | 2  |
| EN13 - 1.24 - 1.6:1 lens  | 1  |
| EN13 - 1.24 - 1.60:1 lens   | 1  |
| EN13 - 1.24 to 1.6:1 lens   | 1  |
| EN13 - 1.24:1 to 1.60:1 lens  | 2  |
| EN13 - 1.24-1.6:1 lens  | 1  |
| EN14 - 2.37 - 3.79 :1 Lens  | 1  |
| EN16 - 3.80:1 to 6.50:1 lens  | 1  |
| EN46 - 0.75:1 to 1.13:1 lens  | 1  |
| HDX-W14 - 14,000 lumens, WUXGA DLP projector  | 1  |
| HDX-W20 - 20,000 lumens, WUXGA, 3-chip DLP projector (1920 x 1200)                  | 1  |
| RLDW 0.77:1 - 0.77:1 fixed lens   | 1  |
| RLM-W8 - 8,000 Lumen, WUXGA, 3 Chip Projector                                       | 1  |
| TDL 1.2:1 - Lens 1.2:1  | 1  |
| TLD 0.73:1 - 0.73:1 fixed lens  | 1  |
| Behringer   | 26 |
| Uphoria - USB to analog audio   | 25 |
| Uphoria - USB to analog audio (is experience audio free?)                           | 1  |
| Beyer Dynamic   | 1  |
| M59 - Hypercardiod Dynamic Microphone   | 1  |
| BiAmp   | 88 |
| AUDIA EXPI - CobraNet to 8 analog line inputs, 1RU                                  | 1  |
| Audia EXPI - DSP Cobranet 8 input   | 1  |
| Audia EXPI/0-2 - DSP Cobranet I/O - 2 in, 2 out - with power supply                 | 29 |
| Audia EXPI/0-2 - DSP Cobranet I/O - 2 in, 2 out - with power supply - Sound Masking | 1  |
| AUDIA EXPO - CobraNet to 8 analog line outputs, 1RU                                 | 2  |
| AUDIAFLEX-CM - DSP Chassis  | 15 |
| EXPI-4 - DSP CobraNet 4 input   | 3  |
| IP-2 - Input Card   | 3  |
| IP-2 - 2 Channel Input Card   | 6  |
| IP-2 - Input cards  | 1  |
| OP-2e - 2 Channel Output Card   | 14 |
| OP-2e - 2 Channel Output Card   | 1  |
| OP-2e - 2-Channel output card   | 8  |
| OP-2e - Output card, 2-channel  | 3  |
| Brainstorm  | 2  |
| SR-28 - LTC Distribution Amplifier  | 2  |

| Brightsign   | 4  |
|--|----|
| XD230 - Digital Signage Player w/ WiFi                               | 4  |
| Brown Innovations  | 16 |
| MF-CT-24 - 24"x24" Focused Array Loudspeaker suspended from ceiling. | 4  |
| Sonic Beam 40 / MA - 40" Powered Mini Line Array Speaker             | 1  |
| Sonic Beam 40/ MA - 40" Powered Mini Line Array Speaker              | 1  |
| SonicBeam 24/ MA - 24" Powered Mini Array Speaker                    | 1  |
| SonicBeam 24/MA - 24" Powered Mini Array Speaker                     | 5  |
| SonicBeam 30/MA - 30" Powered Mini Array Speaker                     | 3  |
| SonicBeam 40 / MA - 40" Powered Mini Line Array Speaker              | 1  |
| BSI  | 2  |
| PMS5120N - 10.4" Panel PC for Language and ADA Select                | 1  |
| PMS5120N - 10.4" Panel PC for museum control                         | 1  |
| Chief  | 26 |
| FSRV - Mount   | 2  |
| LSAU - Wall Mount  | 1  |
| MTMPU - Mount  | 2  |
| RPA091 - Ceiling Mount   | 8  |
| RPA091 - Ceiling Mount (Barco)                                       | 1  |
| RPA091 - Mount   | 1  |
| RPAA1 - Ceiling Mount  | 1  |
| RPMA1 - Ceiling Mount  | 4  |
| RPMA1 - Ceiling Mount (Viewsonic)                                    | 1  |
| VCM100B - Projector Mount  | 1  |
| VCM35B - Ceiling Mount   | 2  |
| VCMU - Ceiling Mount   | 1  |
| XSMU - Wall mount  | 1  |
| Cisco  | 1  |
| 3750 - Ethernet switch   | 1  |
| Custom   | 38 |
| Custom - Mirror mounting frame                                       | 1  |
| Custom - UKP Type A (USB and audio)                                  | 3  |
| Custom - UKP Type B (audio only)                                     | 4  |
| Custom - UKP Type A  | 1  |
| Custom - UKP Type A (USB and audio)                                  | 15 |
| Custom - UKP Type B (audio only)                                     | 10 |
| Custom - UKP Type B (audio)  | 2  |
| TBD - Speaker Bracket  | 2  |
| Dataton  | 3  |
| 3150 - WATCHOUT v5.5.1 License                                       | 1  |
| Watchout V5 - Watchout Software Key                                  | 2  |

| ELO  | 23 |
|--|----|
| 3243L - 32'' Touch display with IntelliTouch USB interface   | 1  |
| 3243L - 32" Touch Monitor  | 1  |
| 4201L / E561836 - 42" Touch Monitor  | 2  |
| E005277 - Power supply, 12V, 4.16A, 50W  | 9  |
| E178661 - 2400LM - 24" Touch Screen Monitor (1920x1200) w/Serial Interface                               | 1  |
| E220828 - 2740L - 27" Touch screen monitor, USB, Intellitouch Plus                                       | 9  |
| EloTouch   | 6  |
| 1247L / E655204 - 12" Touchscreen  | 2  |
| 1537L / E512043 - Touchscreen, 15", open frame   | 1  |
| E005277 - Power supply, 12V, 50W   | 3  |
| Enttec   | 1  |
| DMX USB PRO - USB to DMX Interface   | 1  |
| Extron   | 12 |
| DTP HDMI 230 D TX - HDMI video of CAT6 Transmitter - Presentation Input Panel                            | 6  |
| DTP HDMI 230 RX - HDMI video of CAT6 Receiver  | 6  |
| Gefen  | 3  |
| GTV-AUDDEC - Digital Audio Decoder for HDMI  | 3  |
| Icron  | 5  |
| Ranger 2201 - USB Extender   | 2  |
| RG2201 - USB Dual Port Cat 5e 100 meter extender   | 3  |
| Innovox  | 13 |
| SHA-15.4.4 - Display/bench speaker - 15"Wx4"Hx4"D  | 1  |
| SHA-15.4.4 - Display/bench speaker - 15"Wx4"Hx4"D -need ability to set tilt angle                        |    |
| with gimble bracket attachment.  | 2  |
| SHA-15.4.4 - Linear Speaker - 15"Wx4"Hx4"D   | 1  |
| SHA-15.4.4 - Low profile ceiling speaker - 15"Wx4"Hx4"D -need ability to set tilt angle                  | 0  |
| with gimble bracket.<br>SHA-15.4.4 - Monitor speaker - 15"Wx4"Hx4"D -need ability to set tilt angle with | 8  |
| custom floor bracket   | 1  |
| James  | 3  |
| 650PTM - Subwoofer, pipe   | 2  |
| QX1020 - Dual 10" In Wall Subwoofer  | 1  |
| JoeCo  | 2  |
| BBP1-B - 24 Track Audio Player with Time Code Follow and Balanced in/out                                 | 2  |
| Lite Panel   | 4  |
| 900-3017 - 1x1 Honeycomb Grid - 30 Degree  | 1  |
| 900-3021 - 1x1 4-Way Barndoors   | 1  |
| 903-0006 - DMX Adaptor Cable   | 1  |
| 903-2076 - 1'x1' LED Light Panel Bi-Focus  | 1  |
| Logitech   | 2  |
| C920 (USB) - HD Web Camera   | 2  |

| Microsoft  | 1  |
|--|----|
| Kinect 360 (original) - Game motion tracker                  | 1  |
| МоТи   | 2  |
| 24I/O - Computer Recording System PCI                        | 1  |
| MAPCIE424 - PCIe-424 Card - Card for PCI Express Core System | 1  |
| MTS  | 26 |
| BB-200 - Microwave Proximity Sensor                          | 23 |
| BB-200 - Motion Sensor                                       | 3  |
| Multitouch   | 2  |
| MT553UTB - 55" Touchscreen with Ultrathin Bezel              | 1  |
| MTPCLA12 - Multitouch Application PC for 12 Displays         | 1  |
| NEC  | 3  |
| AS241W-BK - 24" Monitor, 1920x1080                           | 2  |
| LCD-175M-BK - 17" Monitor                                    | 1  |
| On Stage Stands  | 1  |
| MSA9030-13C - Gooseneck mount - 13"                          | 1  |
| Panasonic  | 3  |
| ET-D75LE10 - 1.4 - 1.8:1 lens                                | 1  |
| ET-D75LE6 - 1.0 - 1.2:1 lens                                 | 1  |
| PTDS20KU - 20,000 lumen 1400 x 1050 video projector          | 1  |
| Peerless   | 2  |
| SF632 - Mount  | 1  |
| SF632P - Mount   | 1  |
| QSC  | 24 |
| CX-168 - 8 channel amplifier, 90W/ch.                        | 2  |
| CX-168 - 8 Channel Power Amplifier - 90W/Channel             | 1  |
| CX168 - 8 channel, 90W/ch amplifier                          | 1  |
| CX-168 - 8 channel, 90W/ch amplifier                         | 9  |
| CX-168 - 8-channel amplifier, 90W/ch                         | 4  |
| CX-168 - 8-channel amplifier, 90W/channel                    | 6  |
| CX-168 - Amplifier, 8-channel                                | 1  |
| RDL  | 2  |
| STD-10k - Audio combiner                                     | 2  |

| Renkus Heinz  | 11 |
|---|----|
| CFX81 - 2-Way 8" Speaker: 120 x 60 Deg                                  | 1  |
| CFX81 - Main Speakers, non-powered                                      | 2  |
| IC215S-FR - Dual 15" Powered Subwoofers                                 | 1  |
| IC7 - Powered Line Array Speaker  | 1  |
| ICL-FR DUAL - Active, Steerable Line Array Speaker                      | 1  |
| ICX7 - Compact Line Array Speaker, Non-Powered                          | 1  |
| PNX112 - 12" non-powered subwoofer                                      | 1  |
| TBD - Mounting Hardware   | 1  |
| TBD - Wall Mounting Bcket   | 1  |
| TRX82/12 - Main Speakers, non-powered                                   | 1  |
| Samsung   | 11 |
| MD65C - 65" LCD Display 1920 x 1080                                     | 1  |
| ME32C - 32" display   | 1  |
| ME32C - 32" LCD monitor (Digital Signage)                               | 4  |
| ME46C - 46" LCD Display   | 1  |
| ME55C - 55" display   | 1  |
| ME55C - 55" LCD Display   | 1  |
| ME75C - 75" LCD Display   | 1  |
| UD46C - Ultra- Thin Mullion 46" LCD Display                             | 1  |
| Showsage  | 4  |
| Model 6444 - Quad Output Server - Extreme                               | 4  |
| Sonus   | 1  |
| HP4 - Headphone amplifier with 4 outputs                                | 1  |
| Soundtube   | 1  |
| SA502 - Class D Power Amplifier - 50 Watts @ 8 Ohm per Channel          | 1  |
| Storm   | 3  |
| 1200-00200[x] - USB Cable kit   | 1  |
| 2210 - Vandal Resistant Keyboard  | 1  |
| 2210-MK000[x] - Under Panel Fixing Kit (place holder)                   | 1  |
| SuperLooper   | 1  |
| Gigabit Crossover Adapter - Patch cable to Crossover converter          | 1  |
| Synnaccess  | 1  |
| NP-16A30S or NPB-20A30 - PDU for automatically turning on/off equipment | 1  |
| Tangband  | 1  |
| W3-881SJF - Small F/X speakers embedded in table with grille cover      | 1  |

| Tannoy   |    |
|--|----|
| Di5DC - 4.5" All Weather Wall Mount speaker (Black)                              |    |
| Di5DC - Di5 - 5" speaker (Black), non-powered                                    |    |
| Di5DC - Di5 - 5" speaker (White), non-powered                                    |    |
| Di5DC - Di5 - 5" non-powered speaker (Black)                                     |    |
| Di5DC - On wall loudspeaker (Black)  |    |
| Di6DC - 6" non-powered speaker (Black)   | -  |
| Di6DC - Speaker - suspended overhead (White)                                     | -  |
| TBD  | :  |
| Motion Sensor - Motion Sensor - TBD. May be Kinect                               | -  |
| TBD - camera for monitoring  | -  |
| TBD - Wireless microphone and receiver   | 1  |
| Unibrain   | 1  |
| CAT5 Repeater-400 - Firewire Repeater / Extender (TBD - depends on Motion Sensor |    |
| spec)  | 1  |
| Viewsonic  | (  |
| PJD8633WS - 3000 lm ultra short throw projector, 1280 x 800                      | Į, |
| PJD8633WS - 3000 lm, Ultra short throw DLP projector, 1280 x 800                 | 1  |