



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

Request for Proposal

Official Audio Visual Supplier

Solicitation No:	CMHR 2014-82
Solicitation Date:	June 25, 2014
Mandatory Site Visit:	July 3, 2014 - 10AM CDT
Closing Date/Time:	July 9, 2014 - 12 PM (noon) CDT
Estimated Award Date:	July 16, 2014

TABLE OF CONTENTS

1.0	STATEMENT OF PURPOSE	3
2.0	DEFINITIONS	3
3.0	PREPARATION OF RESPONSE	3
	3.1 How to Respond.....	3
	3.2 Bids	4
	3.3 Contact	4
	3.4 Mandatory Site Visit	4
4.0	GENERAL BACKGROUND	4
	4.1 About the Canadian Museum for Human Rights.....	4
	4.2 Governing Legislation.....	4
5.0	SCOPE OF WORK	5
	5.1 Term.....	5
	5.2 Services to be provided	5
	5.3 Contractor Responsibilities	5
	5.3.1 Equipment.....	6
	5.3.2 Bonnie & John Buhler Hall	7
	5.4 Bilingualism.....	7
	5.6 Staff duties.....	7
	5.7 Uniform guidelines	7
	5.8 Project Schedule	8
6.0	PROPOSAL CONTENT AND FORMAT	8
	6.1 Proposal Presentation	8
	6.2 Proposal.....	8
	6.3 Confirmation of Terms and Conditions	9
7.0	RESPONSE REVIEW CRITERIA	9
8.0	TERMS AND CONDITIONS	9
	8.1 Standard Terms and Conditions for Bids	9
	8.2 Standard Terms and Conditions for Contracts	9
	8.3 Additional Terms and conditions.....	9
	8.3.1 Fraud	9
	8.3.2 Indemnity against Claims	9
	8.3.3 Insurance	10
	8.3.4 Labour Dispute at the Work Site/Post Employment Code	10

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 be the exclusive provider of Audio Visual services and equipment for all confirmed special events 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 “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 commission structure and projected pricing model as outlined in Appendix E. Proposals must be labeled with Appendix B – Label for Proposal Envelope and must include: 2 bound hard copies of your response; one (1) electronic copy of your response on a flash drive; and a signed original and 2 copies 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.

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 July 3, 2014 10 AM CDT with the subject line "Enquiry: CMHR 2014-82." Email inquiries should be sent to the following address: bids@museumforhumanrights.ca

3.4 Mandatory Site Visit

A "MANDATORY" Site Visit will be held to clearly identify rentable space and revenue opportunities and answer any questions that may exist. The one hour site visit will be followed by a 30 to 60 minute "Question & Answer" period.

All bidders MUST participate in the Site Visit 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 two (2) year contract to provide audio visual services, technical support and equipment required to host special events and or meetings at the CMHR with the option to renew the contract for one (1) additional year.

5.2 Services to be provided

The Contractor will provide A/V technicians and equipment required for all events requiring A/V services. In addition, the Contractor will provide the necessary on-site leadership to supervise the staff (when required), administer CMHR service standards and operational procedures. Although the Canadian Museum for Human Rights' official opening date is September 20, 2014 there are several events occurring during the month of September.

The contractor will provide CMHR with a fixed commission on all equipment rentals for all actualized events at the CMHR. Should the Contractor wish to also provide commission on technician services, please indicate so in Appendix E on Page 24.

5.3 Contractor Responsibilities

The Contractor will have the financial responsibility to provide the CMHR with monthly commission payments for all actualized events. The Contractor will be responsible for billing clients directly for A/V services rendered and all equipment rentals.

The Contractor will be responsible to provide audio visual services/technicians for all events which require this service. This service will also be available in meeting rooms that feature already installed, CMHR owned A/V equipment. The hourly cost of this service must be clearly outlined in the RFP response.

The Contractor will be responsible for providing its own A/V equipment in the following meeting rooms/spaces:

- Bonnie & John Buhler Hall & Foyer
- Group Entrance
- Nancy Ruth Terrace
- Garden of Contemplation
- MTS Classroom Foyer
- Other spaces as required

The Contractor may decide, based on CMHR approval, to permanently install equipment based on the limited set up times available.

As the sole and exclusive A/V supplier of the CMHR, the Contractor must be able to fulfil the following requirements:

- Extend 15% discount on A/V rentals to select groups which includes Government, Non – Profit and Embassy groups. The contractor may choose to offer this discount on equipment only or may opt to include technician services at their discretion. (discount aligns with CMHR's offering)

- Provide a seamless and superior visitor service experience to all Groups/Clients who have booked at the CMHR
- Ability to fulfill and execute events based on short turnaround times
- Work within the existing design and unique features of the building with all equipment presented in a neat and tidy appearance in accordance with Fire Regulation at the CMHR.
- Ability to respond to last minute guest requests and have access to an extensive inventory of equipment
- Provide monthly financial statements to CMHR
- Handle client complaints in a timely and sensitive manner
- Access to an experienced team of technicians and account managers which have experience within the Winnipeg marketplace
- Generate client quotes within three (3) business days of request
- Ability to join and or host client “site visits” based on short notice
- Provide clear and concise billing on Contractor letterhead to clients no later than 10 business days after events have actualized
- Responsive and timely communications with visitors when required
- Contractor must respect all Privacy Act legislation
- Contactor must be available to meet and greet clients prior to each event
- Direct follow up with clients post events within 5 business days, contractor to provide direct feedback to CMHR and play active role in improving the Museum’s offering

The Contractor shall ensure that **all** Personnel attend Visitor Service Excellence training (supplied by CMHR) at the Contractor’s expense.

The Contractor, with the assistance of the CMHR, will conduct a basic reliability check of all staff which would work at the Museum. CMHR must receive a copy of the reliability check findings at least 15 days in advance. Any staff who does not receive the required security clearance shall not be permitted to work at the CMHR.

5.3.1 Equipment

The CMHR owns and operates the following list of equipment:

- *Senator Nancy Ruth Boardroom*
Built-in Screen, LCD projector, translation booth, wireless microphones, polycom phones
- *Manitoba Teachers Society Classrooms (A, B and C)*
Each section of the MTS Classrooms contains: Built-in screen, LCD projector and wireless microphone, basic P.A. sound system and podium
- *Garden of Contemplation*
Basic P.A. sound system
- John and Bonnie Buhler Hall
Basic P.A. System, mobile stage: 10pcs of 4x8 stage, ramp and two stairs sets and podium

Revenues generated by this equipment belong to the CMHR. CMHR will manage and bill clients directly for the use of the above mentioned equipment. The Contractor will have the ability to generate its own revenues by complementing the equipment above through A/V technician services or upgraded equipment when required.

5.3.2 Bonnie & John Buhler Hall

The Rental costs for Buhler Hall includes basic sound and staging at no additional charge. All other required A/V will be made available by the Contractor.

The majority of the revenue opportunity exists within Buhler Hall & Foyer which are 7,300 sq. ft. + 2,000 sq. ft. and is the Museum's signature meeting space. Buhler Hall can accommodate up to 400 people for a sit down dinner and 1,000 for a reception.

5.4 Bilingualism

The ability to offer bilingual staff is considered an asset however it is not a pre-requisite to bid on this RFP. Please ensure the bid states the percentage of current staff that are fully bilingual and/or indicate your company's recruitment plan to recruit bilingual staff.

5.5 CMHR Standard Hours of Operation

The majority of the special events hosted at the Museum will occur when the building is closed to the general public. The general hours of operation are as follows:

- 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)
The Museum will accept bookings for special events on Mondays and will allow for all day set up times.
- Closed on December 25th

5.6 Special Event Set up Times

As already indicated, most events taking place at the CMHR will occur outside of standard Museum hours of operation. Below is a list of allowable set up times on event days for each space:

Bonnie & John Buhler Hall:	15:30 (Mondays all day)
Bonnie & John Buhler Hall Foyer:	17:00
MTS Classroom:	Will vary based on business levels
MTS Classroom Foyer:	Will vary based on business levels
Senator Nancy Ruth Boardroom:	Any time
Garden of Contemplation:	16:45
Group Entrance:	17:00

5.7 Uniform guidelines

The Contractor will be responsible for providing staff with Uniforms. Uniforms must be black or dark in appearance and must be well kept.

5.8 Project Schedule

▶	RFP Posted:	June 25, 2014
▶	Mandatory site visit:	July 3, 2014 - 10 AM CDT
▶	RFP Closing Date:	July 9, 2014 - 12 PM (noon) CDT
▶	Award contract (tentative):	July 16, 2014
▶	First events in CMHR:	August 2014

6.0 PROPOSAL CONTENT AND FORMAT

Proposals will remain irrevocable and open for acceptance for a period of not less than sixty (60) days from the RFP Closing Date. Suppliers should organize their proposals to provide the following information sequentially:

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 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 contracts (3), evaluations, etc.;
- (b) Provide three references from clients in similar work;
- (c) Provide resumes of A/V technicians and Account Managers (these must be available at time of submission);
- (d) Specify how you propose to manage the flow of incoming client requests and delivery of services as outlined in this Request for Proposal;
- (e) Provide detailed breakdown of suggested commission for CMHR as well as suggested pricing for A/V rentals and technician services.

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	10
2. References from clients with similar projects	10
3. Resumes of Technicians/Account Managers	10
4. Methodology proposed	15
5. A/V Rental Prices	15
5. Proposed CMHR commission	<u>40</u>
Total:	100

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 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.

8.3.2 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.

8.3.3 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) All Risk Property insurance of sufficient limit to cover all of the Contractor's property on the basis of 'replacement cost.'

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.

8.3.4 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 CMH 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.

APPENDICES

APPENDIX A – PROPOSAL FORM	13
APPENDIX B – LABEL FOR PROPOSAL ENVELOPE	14
APPENDIX C – STANDARD BID TERMS AND CONDITIONS	15
APPENDIX D – STANDARD CONTRACT TERMS AND CONDITIONS	19
APPENDIX E – PRICE PROPOSALS	24

APPENDIX A – PROPOSAL FORM

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

PROJECT TITLE: Exclusive Audio Visual Services Provider

SOLICITATION NO: CMHR 2014-82

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 2014-82
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:	Exclusive Audio Visual Service Provider Gestion de la billetterie et de la boutique
COMPANY: Entreprise:	<hr/>
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 “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 2014-82.” By email: 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-contractor 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

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 CMHR’s proposed commission structure (i.e. commission on equipment and commission on technician services if applicable). Please also attach the proposed A/V pricing structure for both equipment rentals and technician services.

Category	Year One	Year Two	Year Three “Alternate”
	CMHR Commission %	CMHR Commission %	CMHR Billing Rate
A/V Rentals	%	%	%
Technician Services	%	%	%