



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

Request for Proposal

General Audience On-site Surveys

Solicitation No:	CMHR 2014-59
Solicitation Date:	June 26, 2014
Question Period Deadline:	July 7, 2014
Closing Date/Time:	July 22, 2014 1400 hrs (CDT)
Estimated Award Date:	August 1, 2014

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1.0 STATEMENT OF PURPOSE

The Canadian Museum for Human Rights (“CMHR”) seeks a vendor (the “Proponent”) to respond to this Request For Proposal (“RFP”) to provide general audience on-site surveys. The time frame for this contract will cover mid-October 2014 to November 2015.

2.0 DEFINITIONS

In this document:

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

3.0 PREPARATION OF RESPONSE

3.1 How to Respond

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

Proposals must be labeled with Appendix B – Label for Proposal Envelope and must include: four (4) bound hard copies of your response; one (1) electronic copy of your response on a CD, flash drive or DVD; and a signed original 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 Appendix E.

3.3 Contact

All correspondence, questions or requests for clarification concerning this RFP should be submitted, by email, no later the question period deadline with the subject line "Enquiry: CMHR 2014-59" Email inquiries should be sent to the following address:

bids@museumforhumanrights.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 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 Focus

The focus of the work for this multi-year contract will be on visitors to the new Museum. The purpose of the research is to establish baseline questions and measurements for future longitudinal (trends) visitor research studies on:

- Demographic profile of the CMHR seasonal (December holiday and Easter holiday) and summer visitors
- CMHR visitor awareness of advertising and other promotional material
- Motivations for a visit to the CMHR
- Plans and expectations for a visit to CMHR
- Visitor evaluations of the exhibition offerings, services, and amenities
- Identification of experiences that are particularly satisfying
- Identification of attributes of the visit
- Visitor evaluations of their overall experience at the CMHR
- Assess possible outcomes of a visit to CMHR
- Assess the impact of a Museum visit on the visitor
- Other subjects that might be of interest to CMHR management (to be determined)

5.2 Objectives

The research will provide information to museum management that will permit them to:

Use standardized questions that will track baseline visitor data allowing for comparisons from one survey to the next

Evaluate current offerings

Provide information on how to improve

Provide performance information for planning and performance measurement and management

5.3 Methodology

The firm selected will collect and analyze data from a questionnaire by:

- Collecting the data on weekdays, weekends and possibly on holidays
- Collecting data at the exit to the CMHR
- Selecting respondents that are at least 16 years of age and older
- Selecting respondents using a probability sampling method by choosing every n^{th} visitor to the Museum
- Collecting refusal data (based on respondent demographics) in order to determine if results need to be weighted
- Surveys must be filled out by only one person and not by a group
- As this is an exit survey respondents must have experienced the Museum for at least long enough to give their opinion about their museum experience as a whole
- The respondent must self-complete the survey on a device that has been programmed with the questionnaire. The questionnaire will contain mostly closed and a few open-ended questions. The questionnaire will take no more than 10 to 15 minutes to complete

5.4 Overview of Responsibilities and tasks

This RFP, which spans two fiscal years (2014-2015 and 2015-2016), is for three seasonal surveys with a set of common deliverables for each.

FIRST SURVEY – establishing and testing questions, sampling methodology and questionnaire analysis

October 13, 2014 to February 27, 2015

- Provide consulting on questionnaire design. As the CMHR does not open until September 2014 it has no knowledge of who will be visiting the Museum and why. This first survey will accomplish several objectives. First, it will be an opportunity to test the questions developed for the CMHR as well as the sampling methodology allowing for identifications of any problems. Assuming the questionnaire is well designed and there are no sampling issues then this first survey will provide baseline data on visitors during the Christmas holiday period
- Meet with key stakeholders (Earned Revenue and Visitor Services, Design and New Media and Collections, Information Technology, Learning and Programming, Research and Curation and Communications and External Relations) to review the questionnaire and determine information needs. The contractor and the Project Authority will work together to plan and prepare for stakeholder consultations. Allow for 10 to 12 hours of meeting time. Meetings will be held on-site at CMHR
- Propose changes to questionnaire design. Allow for two (2) rounds of revisions following stakeholder review
- Finalize questionnaire and submit to Project Authority for final approval. Project Authority will coordinate having questionnaire translated and approved in second language
- Program the data collection device with the questionnaire instrument. Allow time for testing of the programming and the technology within the CMHR
- Provide the hardware (i.e. iPads, laptop computers etc.) needed for data collection. The contractor will be responsible for any internet access required. Free WIFI is available in the Museum, but coverage and continuous access cannot be guaranteed
- Provide qualified, experienced, bilingual personnel to administer the survey
- Using a representative sampling technique, gather as many completed exit questionnaires possible for 10 days from December 26, 2014 to January 4, 2015. The contractor and the

Project Authority will work together to determine the data collection logistics and number of data collectors

- During the data collection period the contractor will provide the Project Authority with oral feedback as to any issues on questionnaire design, sample management and any challenges and subsequent actions that will need to be taken to correct any problems.
- Provide database preparation and management for the completed questionnaires, SPSS programming and data organization, collapsing and coding of open-ended responses (contractor will develop the code list); plus frequencies of refusals in order to determine if the data needs to be weighted
- Analyze findings including a descriptive analysis (frequencies, cross- tabulations, means/medians) on the collected data.
- Discuss and finalize a report format with Project Authority
- Provide oral debrief of the findings from the survey to an audience to be decided upon and arranged by the Project Authority. The presentation should address findings from the survey addressing any changes that were made to the questionnaire and methodology

SECOND SURVEY – establishing visitor characteristics during Spring Vacation 2015

March 2, 2015 to May 8, 2015

- Meet with Project Authority to discuss any changes to the questionnaire and survey methodology based on the findings from the December survey
- Finalize questionnaire and submit to Project Authority for final approval. Project Authority will ensure that any changes to the questionnaire will be translated and approved in second language
- If necessary, reprogram the data collection device with the revised questionnaire instrument. Allow time for testing of the programming and the technology within the CMHR
- As before the contractor will provide the hardware (i.e. iPads, laptop computers etc.) needed for data collection and qualified, experienced, bilingual personnel to administer the survey
- Using a representative sampling technique gather as many completed exit questionnaires possible for 9 days from March 28, 2015 to April 5, 2015. Based on previous survey's data collection the contractor and the Project Authority will work together to determine the data collection logistics and number of data collectors
- During the data collection period the contractor will provide the Project Authority with oral feedback as needed to discuss sample management and any challenges that will need to be taken to correct any problems
- Provide database preparation and management for the completed questionnaires, SPSS programming and data organization, collapsing and coding of open-ended responses using previously developed code list; plus frequencies of refusals in order to determine if the data needs to be weighted
- Analyze findings, including a descriptive analysis (frequencies, cross- tabulations, means/medians) on the collected data
- Provide report in the format as previously decided on with the project Authority, (see above). In addition comparisons should be made to the December survey results to this March data collection period
- Provide an oral presentation of the findings to an audience to be decided upon and arranged by the Project Authority

THIRD SURVEY – establishing visitor characteristics during summer 2015

May 25, 2015 to October 30, 2015

- Meet with Project Authority and key stakeholders to review and revise the questionnaire instrument to ensure that the survey questions provide ongoing relevant and useful data for Museum Management
- Propose any revised and/or new questions based upon feedback from key stakeholders. Plan for one round of stakeholder meetings
- Finalize questionnaire and submit to project Authority for final approval. Project Authority will translate any new questions into French
- Program the computer with the questionnaire instrument. Allow time for testing.
- As above the contractor will provide the hardware (i.e. iPads, laptop computers etc.) needed for data collection and qualified, experienced, bilingual personnel to administer the survey
- For this survey the contractor will collect a representative sample of **600** completed exit questionnaires. The data will be collected every week for an 8 week period between June 27 and August 22, 2015. The contractor and the Project Authority will work together to determine the data collection logistics and schedule that will include which days and times data collection will occur. While it is unknown how many people will be visiting the CMHR during the summer months, assume approximately 30 days will be needed to collect the requisite number of completed surveys using 1 data collector. **Depending on visitor numbers this may have to be revised**
- As the data collection advances the contractor will provide the Project Authority with progress reports every two weeks that will include information on sample management and any challenges and subsequent actions that will be taken to correct any problems. The reports should also include frequencies of survey completions by sex, age and residence
- As above provide database preparation and management for the completed questionnaires, SPSS programming and data organization, collapsing and coding of open-ended responses; plus frequencies of refusals in order to determine if the data needs to be weighted
- Final report writing and presentation

5.5 Deliverables for each of the 3 surveys

The final questionnaire in English

- All cleaned data in separate Excel and SPSS files upon completion of each seasonal survey flight
- Frequency and Percentage tables
- Banner tables for each of the main variables in the survey. The tables should be cross-tabulated by key demographic variables grouped as agreed in discussion with the Project Authority
- Colour graphics including comparisons to previous survey findings (except for the first survey in December) and where possible, provide comparisons to the most recent census data, both National and Winnipeg Census Metropolitan Area
- Frequencies of refusals plus an explanation of any weighting of results, if needed
- Reports on the results that include:
 - an executive summary (WORD 7)
 - A PowerPoint presentation of all findings with colour graphs illustrating the main findings
 - The March and summer survey reports should include comparisons to the other surveys
 - Key recommendations as discussed with Project Authority

- An annex of Textual responses organized by code (WORD 7)
- Summary (Banner) tables

5.6 CMHR Responsibilities

- Tables and chairs for Respondents
- Electric outlets for equipment if necessary
- Place for on-site storage of surveys and equipment
- Small thank you gift for respondents who have completed the survey

5.7 Deliverables – Proposed Timetable

The work in its entirety should be accomplished between October 13, 2014 and October 30, 2015

First Survey - October 13, 2014 to February 27, 2015

- Consultation and questionnaire development is to be completed by November 20, 2014
- Data collection for the December holiday survey should begin on December 26 and end on January 4, 2015
- Deliverables should be completed and received by the Project Authority by February 27, 2015

Second Survey - March 2, 2015 to May 8, 2015

- Consultation and questionnaire development is to be completed by March 13, 2015
- Data collection for the Spring Break survey should begin on March 28, 2015 and end April 5, 2015
- Deliverables should be completed and received by the Project Authority by May 8, 2015

Third Survey - May 25, 2015 to October 30, 2015

- Consultation and questionnaire development is to be completed by June 12, 2015
- Data collection for the summer period should begin on June 27, 2015 and end on August 22, 2015
- Deliverables should be completed and received by the Project Authority by October 30, 2015

5.8 Specific Conditions

All data collectors/interceptors must present themselves in a professional manner and must be bilingual.

5.9 CMHR hours

The Museum's opening hours are still to be confirmed. The CMHR is likely to be open six days per week for seven hours each day.

6.0 PROPOSALS

6.1 Your proposal should include:

- An introduction where you provide a text of no more than 500 words, outlining how you see this project and your approach
- An overview of your experience in quantitative research projects in a museum/cultural context.
- A description of the approach and methodology you intend to use in administering the questionnaires.
- A description of your personnel, their qualifications and experience.
- A cost proposal with a budget breakdown.

6.1.1 Experience

Bidders must have a minimum of three years of experience in quantitative research projects in a museum/cultural context (history/art museum, aquarium, historic site, park, zoo, arboretum, science museum). They should provide **five** examples of relevant research projects that have been conducted by the firm within the past three years. The projects must be described clearly. Bidders are required to provide the name and telephone number of the client for the purpose of reference checks and verifying the accuracy of the information provided. Bidders are required to use the following layout to describe their experience:

- Research project title:
- Date (Month/Year):
- Client name and telephone number:
- Research subject matter, including objectives:
- General description of the research methodology that was used (include the number of respondents and geographical location of the work):
- The company's role in the research:
- Budget:
- Time frame:

In evaluating proposals, the Museum will award higher scores for projects relevant to the subject matter and scope of this research project ("relevant project subject matter" refers to quantitative research in the areas of visitor studies and evaluation in museums, exhibitions, and other informal learning venues).

6.1.2 Approach and Methodology

Bidders should describe their approach and methodology for the Museum's project. This description should include an overview of the obstacles bidders anticipate encountering over the course of the project, and how they propose overcoming them. Bidders should also describe their project management approach, project tracking, cost control, time management and quality control methods.

In addition to this information, a schedule should be provided and must include the following information:

- Individual tasks, in order (for example: consultation, questionnaire development, data collection, data cleaning, analysis, report writing)
- Descriptions of each task
- Time frame or duration for each task
- Estimated completion date for each task

Example:

Task: questionnaire development

Time frame: December 1-10

Description: questionnaire will be developed and reviewed and prepared in appropriate format in accordance with Project Authority requirements.

Estimated completion date: December 10

6.1.3 Personnel

Bidders should provide a curriculum vitae for each of the researchers proposed. Each curriculum vitae should include the researcher's academic background, certification or professional designations, relevant training,

and years of experience in quantitative research and number of years with the firm and any other project experience that would be considered relevant to this work.

It is important to demonstrate that all interceptors are knowledgeable about probability (random) sampling methodologies and experienced in using this method for data collection. A detailed breakdown on the allocation of work to each person assigned to the team should also be provided.

6.1.4 Cost proposal

Bidders are to propose one price for the proposed methodology. Prices will be all-inclusive, including travel but excluding GST/HST. A detailed budget breakdown should be prepared with costs broken down by tasks (questionnaire prep, data collection, data cleaning, analysis, report writing).

Travel expenses are to be included in the proposed price, but detailed out separately in the budget breakdown. The Consultant will be required to attend site visits and meet with the Project Authority and other key stakeholders, monitor progress and provide service equivalent to that of a Consultant with an office located in Winnipeg. All travel and travel related expenses (i.e. travel permits, travel time, airfare, mileage, parking, taxi charges, accommodation, per diems etc.) must be included in the price proposal. Provide a proposed payment schedule and total billable cost. Specify hourly rate and per diem rate (based on a 7.5 hour day) for each team member

7.0 RESPONSE REVIEW CRITERIA

The selection of a Contractor will be based on the following criteria:

Rated requirements	
A total of 100 points are available. In order to have the cost proposal considered a minimum of 52 points out of 75 must be achieved for criteria 1, 2 and 3.	Max. points
1: Experience in managing quantitative research projects in a cultural context	25
2: Personnel	25
3: Approach	25
4: Costs	25
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

APPENDIX A – PROPOSAL FORM

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

PROJECT TITLE: General Audience On-site Surveys
SOLICITATION NO: CMHR 2014-59

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 2014-59
CLOSING DATE & TIME: Date et heure de clôture:	July 22, 2014 1400 hrs CDT 22 juillet , 2014 1400 hrs HAC
PROJECT TITLE: Titre du projet:	General Audience On-site Surveys SONDAGES MENÉS AUPRÈS DU GRAND PUBLIC À LA SORTIE DU MUSÉE
COMPANY: Entreprise:	_____
IDENTIFICATION PAGE: PAGE D'IDENTIFICATION:	Please affix to your envelope/package Veuillez joindre à votre enveloppe/colis

APPENDIX C – Standard Bid Terms and Conditions

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

1 Supplier Responsibilities

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 the date and time specified with the subject line "Enquiry: CMHR 2014-59." 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-contracted to perform part or all of the obligations of the Contract between the Contractor and the Museum.

2 Language of Agreements

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

3 Invoicing

Invoices shall be sent to:

Accounts Payable

Canadian Museum for Human Rights

85 Israel Asper Way

Winnipeg, MB R3C 0L5

Fax: (204) 289-2001

accountspayable@museumforhumanrights.ca

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 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 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 – Questionnaire (example only)

VISITORS SURVEY

Winter 2014

Welcome to the Canadian Museum for Human Rights (CMHR). We are interested in learning more about our visitors' experiences. Your feedback is very important to us and will help us meet your expectations in the future. The survey should take about fifteen (15) minutes; if at any point you are uncomfortable feel free to skip the question(s). All your answers will be kept strictly confidential. Thank you for agreeing to help us out. Once the survey is completed we will be giving you a small gift as a thank-you.

To begin, a few general questions about you:

1. Do you consider yourself to be:
 - primarily an English speaker
 - primarily a French speaker
 - bilingual (English and French)
 - primarily speaking another language

2. What is your age? _____

3. **What level of schooling have you completed up to this point?**
 - high school or less
 - college / technical school /CEGEP
 - some university
 - university degree or higher

4. **Where do you live?**
 - city of Winnipeg
 - within a 2 hour drive of the city of Winnipeg
 - elsewhere in Manitoba (indicate city) _____
 - other province/territory (indicate) _____
 - USA (indicate state) _____
 - other country (indicate country) _____

5. What means of transportation did you use to come to the Museum today?
 - private vehicle
 - chartered bus
 - taxi
 - city bus
 - bicycle
 - walked

- 6a. **Including yourself**, how many people are in your party today?
 - 1 (alone) **[go to Q7a]**
 - 2
 - 3-5
 - 6-10
 - more than 10

- 6b. **With whom are you visiting the Museum today?** [check all that apply]
 - one adult
 - several adults
 - an organized group
 - child(ren)/youth under 18 [go to Q5c]**

- 6c. What are the ages of the children/youth in your group

- 7a. Is this your first visit to **any** museum?
 yes **[go to Q8]**
 no,
- 7b. Approximately how many times have you been to other museums or galleries in the past 12 months?
 none once
- 7c. Is this your first visit to the Canadian Museum for Human Rights?
 yes
 no, including this visit, I have visited _____ times since it opened in September 2014.
8. Do you have a particular background or interest in human rights?
 no yes If **yes**, please explain:
-

Plans and expectations for your visit to the Museum

9. Approximately how much time did you spend at the Museum today? _____ hours
10. In which sources, if any, did you see or hear information on the Canadian Museum for Human Rights.
[check all that apply]
 Recommendations (drop down)
 friends/family travel agent/tour guide recommended by tourism office/hotel staff
 tourism guidebook
 Online
 CMHR website the city of Winnipeg's website a Manitoba provincial government website
 a Canadian Government website tourism website
 social networking website Which _____ online blog / message board
 Advertising
 radio newspaper magazine television online outdoor ad/billboard
 Articles and Reviews
 media article or review consumer reviews (print or online)
 CMHR Material
 museum email newsletter museum brochure/pamphlet
 none of the above
11. What were your **MAIN** reasons for visiting the Canadian Museum for Human Rights today?
[check all that apply]
 general visit/general interest/curious specific interest/connection to human rights
 reputation/read or heard about it outing with family/friends
 the architecture attracted me outing with out-of-town guests
 recommended by someone member of an organized group
 to learn something to take part in a special event/activity/program
 to experience the Tower of Hope to see things I missed on a previous visit
 other

12. Now that you have visited the Canadian Museum for Human Rights, how did your experience in the Museum compare to what you expected?

- the visit was much less than I expected
- the visit was less than I expected
- the visit matched my expectations
- the visit exceeded my expectations
- the visit greatly exceeded my expectations

Your visit at the CMHR

13a. How much of the Museum did you see today?

- just a little
- some
- most
- all

13b. Did you get to see everything you wanted to see?

- Yes
- No
- Don't know

14a. What did you enjoy the most about your visit **[check all that apply]**

- Exhibitions Which ones in particular? _____
- Tower of Hope
- Garden of Contemplation
- Building overall
- Other _____

14b. What did you enjoy the least?

- Exhibitions Which ones in particular? _____
- Tower of Hope
- Garden of Contemplation
- Building overall
- Other _____

15a. Did you visit the Tower of Hope?

- yes
- no **[go to Q16]**

15b. How would you rate the experience at the Tower of Hope overall?

- very poor
- poor
- average
- good
- excellent

16. Which of the following experiences did you find especially satisfying during your visit today?

[check all that apply]

RANDOMIZE RESPONSES

- enriching my understanding of human rights
- gaining new information or knowledge
 - gaining a greater appreciation for Canadian contributions to human rights
 - seeing something new/unusual/different
 - Being amazed by the architecture
- being moved by what I saw or read
- connecting with the emotional experiences of others
 - seeing a renowned attraction
- Being inspired by the commitments that have been made by people and institutions around the world to advance

human rights

- Appreciating the effort it took to make the museum accessible to all
- none of these

17. On each attribute please tell us how you found the experience at the Canadian Museum for Human Rights. There are no correct answers. Please don't leave any scales blank.

uninformative						informative
does not matter to me						matters to me
biased						balanced
uninspiring						inspiring
inaccessible						accessible

Staff and Services at the Museum

18a. Did you talk to the staff at the Admissions Desk?
 yes no **[go to Q19a]**

18b. Please tell us about your experience at the **Admissions desk:**

	strongly disagree	disagree	N/A	strongly agree	neither agree nor disagree	agree	
a) The time waiting in line was acceptable	1	2	3	4	5		<input type="checkbox"/>
b) The process was efficient	1	2	3	4	5		<input type="checkbox"/>
c) The staff were helpful	1	2	3	4	5		<input type="checkbox"/>
d) The different ticketing options were clearly explained	1	2	3	4	5		<input type="checkbox"/>
e) The staff were knowledgeable about the Museum and its offerings	1	2	3	4	5		<input type="checkbox"/>
f) The staff communicated with me in the official language of my choice	1	2	3	4	5		<input type="checkbox"/>

18c. Overall how would you rate your experience at the Admissions Desk:
 very poor poor average good excellent

19a. Did you interact with the staff in any of our galleries?
 yes no **[go to Q20]**

19b. Please tell us about your interactions with the **staff in our galleries:**

	strongly disagree	disagree	N/A	strongly agree	neither agree nor disagree	agree	
a) The staff were easy to identify	1	2	3	4	5		<input type="checkbox"/>
b) The staff helped me without being asked	1	2	3	4	5		<input type="checkbox"/>
c) The staff were helpful	1	2	3	4	5		<input type="checkbox"/>
d) The staff knew the answers to my questions	1	2	3	4	5		<input type="checkbox"/>
e) The staff were knowledgeable about the Museum and its offerings	1	2	3	4	5		<input type="checkbox"/>
f) The staff were knowledgeable about the exhibition	1	2	3	4	5		<input type="checkbox"/>

- content
- g) The staff communicated with me in the official language of my choice 1 2 3 4 5
- 19c. Overall how would you rate your interactions with the staff in the galleries.
 very poor poor average good excellent
20. Please tell us about how you feel about the following amenities
- | | strongly agree | strongly disagree | undecided | |
|---|----------------|-------------------|-----------|---|
| a) The Museum provided me with enough information about what to see and do while I was here today | 1 | 2 | 3 | 4 |
| b) It was easy to find my way to what I wanted to see | 1 | 2 | 3 | 4 |
| c) The light levels in the museum were satisfactory | 1 | 2 | 3 | 4 |
| d) There were enough places to sit in the Museum | 1 | 2 | 3 | 4 |
| e) The food services met my needs | 1 | 2 | 3 | 4 |
| f) The food prices were acceptable | 1 | 2 | 3 | 4 |
| g) There was an appealing variety of merchandise in the boutique | 1 | 2 | 3 | 4 |

Evaluation of your visit to the Museum

21. Please rate your overall level of satisfaction with your Museum visit?
 very dissatisfied dissatisfied neither satisfied very satisfied
22. In comparison to any other museums or galleries you have been to, how would you rate the Canadian Museum for Human Rights? Would you say it is...
 very poor poor average good excellent
23. How would you rate the Museum overall as giving you value for the cost of admission? Would you say it is..
 very poor poor average good excellent

New Initiatives / Reaching Out

24. Do you think you will do any of the following as a result of visiting the Museum? **[check all that apply]**
- visit the Museum's website
 - find out more about the history of human rights
 - discuss the Museum's content with others
 - recommend to others that they visit the Museum
 - follow the Museum via Twitter or Facebook
 - reflect on the meaning of what I learned today about human rights
 - nothing much

25. Do you think you will visit the Canadian Museum for Human Rights again in the next 12 months?

- definitely no probably no unsure probably yes definitely yes
 live too far away, will not be returning to CMHR **[go to Q27]**

26. What would motivate you to make a return visit?

- want to bring family or friends
 to see a performance/concert/lecture/special event
 to see exhibits missed on this visit
 to view new temporary exhibits
 to eat at the bistro
 to shop at the boutique
 other _____

Finally, in order to improve our programs and services, a few questions to help us know if we've heard from all the different types of people who come to the Museum. Remember all your answers are kept confidential and will only be reported in aggregate.

TBD

Final Comments

32a. Did you experience any issues with parking, visitor drop off or pick-up? No N/A Yes **[go to Q32b]**

32b. What was/were the nature of those problem(s)

33. Do you have any comments or suggestions on what you liked or disliked about the Museum in general, the exhibits or the services provided that would help us to build a better museum?

***We thank-you for helping us today by providing your feedback.
We trust you are enjoying your visit and we hope to see you again.
Please be sure to ask for your small thank-you gift.***