



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

Request for Proposal

Strategic Risk and Opportunity Assessment Internal Audit Strategic Plan Internal Audit Services

Solicitation No:	CMHR 2014-143
Solicitation Date:	January 9, 2015
Last Date/Time for Questions:	January 21, 2015 3 PM CST
Closing Date/Time:	January 30, 2015 3 PM CST
Estimated Award Date:	February, 2015

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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 complete a risk and opportunity assessment, develop a five year Internal Audit Strategic Plan and provide annual internal audit services.

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:

- Six (6) 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 before the specified date with the Solicitation number in the subject line.

By e-mail: bids@humanrights.ca

4.0 GENERAL BACKGROUND

4.1 About the Canadian Museum for Human Rights

The Canadian Museum for Human Rights was established as a Crown Corporation on August 10, 2008 through amendments to the Museums Act. It is the first national museum created since 1967 and the first national museum located outside of Canada's National Capital Region. It is also the first national museum to be created with funding from federal, provincial, municipal governments and the private sector. The Museum recently had its inauguration opening on September 20, 2014.

The legislated mandate of the Museum is: "To explore the subject of human rights, with special but not exclusive reference to Canada, in order to enhance the public's understanding of human rights, to promote respect for others and to encourage reflection and dialogue."

4.2 Governing Legislation

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

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

5.0 SCOPE OF WORK

5.1 Background

The Museum's Board of Trustees includes an Audit & Finance Committee which has, among its responsibilities, the ongoing review of progress with regard to audit recommendations and jurisdiction over the areas of focus of internal audits of Museum activities.

The Museum has chosen to contract out its internal audit function as is evidenced by the issuance of this RFP. The Internal Audit Plan and functions are overseen by the Chief Operating Officer and managed by the Chief Financial Officer.

The Museum views internal audits as an important part of its Enterprise Risk Assessment Framework and as opportunities for the review and monitoring of areas assessed as highest risks to achieving the Museum's overall strategic objectives and priorities.

The audits will encompass the evaluation of Canadian Museum for Human Rights operations to assess the effectiveness of management and control over operations, including due regard for efficiency and economy and the extent of compliance with CMHR and Crown Corporation policies and directives, legislation, regulations and by-laws.

The expectation of the Board of Trustees is that there will be proactive recommendations based upon both internally and externally generated observations but with a clear benchmarking of practices against external 'best practices'.

The Museum fully opened to the public on November 11, 2014 and is completing its transition from being a capital project to becoming a fully operational Museum. The November 2014 opening included 11 full exhibit galleries, restaurant, retail store and implementation of exhibition related information technology infrastructure and operating systems. A copy of the 2013/14 annual report and the 2014/15 quarterly reports are available on our web site at www.humanrights.ca (under Governance and Corporate Reports).

The Museum may use the contractor selected under this RFP for other management consulting work on topics such as governance or financial management if required. This would be done only when no situation of conflict of interest exists or appears to exist.

5.2 Contract Term

Deliverable 1: Conduct an enterprise wide strategic risk and opportunities assessment for the CMHR. The results of this risk and opportunities assessment is expected to help focus the internal audit planning & activities on those areas of most significance to the achievement of the CMHR's mandate and strategic goals. The risk assessment would include an integrated and sustainable approach to mitigate and manage the risk challenges and to seize the opportunities in a systematic and cost-effective manner. This work is expected to be done in March, 2015.

Deliverable 2: The development of a five (5) year Internal Audit Strategic Plan will begin March, 2015 and, with input from Senior Management, be ready for Audit Committee presentation and approval by April 30, 2015.

Deliverable 3: The period for the internal audit service portion of this contract will be for five (5) years starting April 1, 2015, and ending March 31, 2020. The audits will have no peak periods. The first audit will commence early in the 2015/16 fiscal year.

The successful candidate will be required to enter into final negotiations upon notification of selection as the preferred bidder and to execute the agreement documents within 30 calendar days.

5.3 Services

The Canadian Museum for Human Rights intends to offer a contract for:

Deliverable 1: For the development of an enterprise wide strategic risk and opportunity assessment including an integrated sustainable risk management.

Deliverable 2: For the development of a five (5) year Internal Audit Strategic Plan and,

Deliverable 3: A five (5) year internal audit service to the successful bidder, upon the successful negotiation of final terms and conditions.

The Museum has recently developed a new Five Year Strategic Plan which includes strategic goals for the Museum for the next five years. The development of the Internal Audit Strategic Plan and, subsequent internal audit reviews that will take place, will be determined immediately subsequent to the completion of Deliverable 1 above through an enterprise risk assessment of the Museum and the risks related to the implementation of its new Five Year Strategic Plan.

The Five Year Strategic Internal Audit Plan, as well as future internal audit reviews, must recognize that some expertise from the contractor may be required in the following areas:

Governance	Visitor Services	Corporate Services
-Strategic planning	-State of the art digital museum technology & exhibits	-Facilities management
-Board governance	-Education programming	-Human resources management
-Fundraising and sponsorships (in collaboration with Friends of the CMHR)	-Human rights research	-Fiscal resource management
-Partnership development & strategic relations	- Market evaluation	-Information and technology systems
	- Knowledge management	-Revenue generating strategies
	-Artefact & objects collection sustained	-Corporate policy development and maturation
		- Communications

These areas relate to the Museum organizational structure and complement the special examinations which are required by legislation as conducted by the Office of the Auditor General of Canada once every five years. These special examinations can, and do, rely on internal audit results.

Description of Work

General Objectives & Scope

1. Develop a systematic process for identifying and evaluating possible risks and opportunities that could affect the achievements of the strategies and objectives outlined in the Five Year Strategic Plan;
2. Review the external environment as well as the internal environment (people, processes and infrastructure) and determine impact on risks and opportunities;
3. Identify those risks that are likely to occur and rate them in terms of impact and likelihood;
4. Determine whether areas of operations are being properly managed to successfully achieve stated objectives; make recommendations based upon observations and benchmarking.
5. Determine specific risks and opportunities related to areas being audited and identify controls needed to mitigate risks. Identify opportunities and make recommendations on how to best take advantage of those opportunities.
6. Identify key success factors and which areas may be pursued for best return on investment, effectiveness, efficiency and economy.
7. The results of the observations and benchmarking should lead to precise recommendations.
8. The scope should emphasize making recommendations, as opposed to identifying problems.

The Museum recognizes that in some circumstances, it may be necessary for the contractor to sub-contract to qualified professionals certain portions of a particular audit requirement.

5.4 Deliverables

Deliverable 1: The deliverables for the enterprise wide strategic risk and opportunity assessment will include but are not limited to:

- Strategic risk and opportunity assessment review;
- Strategic risk and opportunity assessment results including ratings in terms of impact and likelihood;
- An integrated and sustainable approach to managing identified risk and opportunities; and
- A framework that is robust enough to become an ongoing process in which objectives, risks, risk response measures and controls are regularly re-evaluated.

Deliverable 2: The deliverables for the Internal audit strategic plan will include but are not limited to:

- Based on the strategic risk and opportunity assessment results from Deliverable 1, define an approach to developing the five year internal audit plan; and,
- Five year internal audit plan

Attend Audit and Finance Committee meeting(s) and present final Internal Audit Strategic Plan for approval.

Deliverable 3: The deliverables for each audit will include but not be limited to:

- Terms of reference including estimated timeline and cost;
- Draft audit plan and criteria;
- Final audit plan and criteria;
- Interview questions, when applicable;
- Draft final report (including an Executive Summary); and,
- Final report (including an Executive Summary).

Attend Audit and Finance Committee meetings and present audit reports or provide progress reports on a quarterly basis or as required.

The Contractor will turn over to the designated Museum representative all working papers gathered, created, or acquired during any audit within (30) days of completion of the audit project.

Audit Reports

All audit reports produced by the Contractor shall be consistent with the audit plan criteria and performance objectives.

All word processing work required for the production of any audit report or similar documents will be provided by the Contractor.

Audit reports or similar documents are to be provided by the Contractor in both official languages as requested by the Museum representative.

Progress Reports

Progress reports shall be submitted as requested by the Museum representative.

Additional Reports

The Contractor shall provide reports on time, cost and progress of the work in the form and at such times as stipulated by the Museum representative.

Work Locations

The work is performed on Museum premises. Provision will be made for the Contractor's personnel to be provided with adequate office space and furniture and access to corporate records deemed essential to perform work assignments. Technical and clerical support, supplies and equipment necessary to accomplish the tasks are to be provided by the Contractor.

6.0 PROPOSAL CONTENT AND FORMAT

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

6.1 – Corporate Summary

6.2 – Experience and Qualifications of Firm and of Personnel

6.3 – Methodology and Deliverables

Deliverable 1: Strategic risk and opportunity assessment review

Deliverable 2: Internal Audit Strategic Plan approach

Deliverable 3: Annual Audit Plan approach

6.4 - Availability

6.5 - Overall Quality of Offer

Appendix E– Fee Structure

6.1 Corporate Summary

A company synopsis, which shall include the following:

Organization and Identity

Legal name and address

Telephone and facsimile numbers

Primary contact for this RFP

Overview and history

Local representation (Winnipeg)

Human rights

The submitting parties must provide the Museum with details of any Human Rights complaints that have been made against the company and confirm the outcome of any such complaints.

Additional Information

Provide any additional information you feel is relevant to the proposal including, but not limited to, customer testimonials that contribute to demonstrating the Supplier's qualifications, experience, capabilities and resources to meet the Museum's requirements as stated in this RFP.

Comment on your firm's strengths and weaknesses and the value add your firm would bring to the account.

6.2 Experience and Qualifications

6.2.1 Experience and qualification of the Firm

The experience of the firm will be evaluated on the following:

a) Number of Internal audit strategic plans prepared for a cultural institution or Museum;

b) Number and type of audit projects in a cultural institution or Museum;

c) Number and type of projects directly related to the following areas:

Governance

- Strategic planning
- Board governance
- Fundraising and sponsorships (in collaboration with Friends of the CMHR)
- Partnership development & strategic relations

Visitor Services

- State of the art digital museum technology & exhibits
- Education programming
- Market evaluation
- Knowledge management
- Human rights research
- Artefact & objects collection sustained

Corporate Services

- Facilities management
- Human resources management
- Fiscal resource management
- Information and technology systems
- Revenue generating strategies
- Communications
- Corporate policy development and maturation

- d) Number and type of relevant projects including a brief description of the project, the responsibilities of each of the individuals employed on the project, the dollar value and the client for whom the work was done. The client's contact name and telephone number must be provided so that a reference check can be completed, if necessary, to confirm that the mandatory requirements have been met and to ensure that the services were fully satisfactory;
- e) The Contractor should list all relevant professional qualifications (professional designations, memberships, university, college, Public Service Commission degrees, diplomas, certificates, course work) of the proposed personnel;
- f) The proposal should demonstrate that the proposed team is composed of a logical balance of audit and professional disciplines to meet anticipated audit requirements.

6.2.2 Experience and qualification of the Personnel

In order to demonstrate that the firm and proposed personnel possess the mandatory qualifications and meet the requirements:

- Proposals MUST provide curricula vitae for each of the personnel to be utilized for the work to be undertaken in Phase 1. These curricula vitae must clearly indicate beyond a doubt that the qualifications of such personnel meet the requirements specified above.
- Proposals MUST provide minimum qualifications, such as formal training, designations and years of experience for each of the various positions identified in the proposed fee structure.

6.3 Methodology and Deliverables

Deliverable 1: Strategic risk and opportunity assessment review

This section must outline the methodology, specific activities, strategy and deliverables the contractor would use in its approach to the strategic risk and opportunity assessment review.

Deliverable 2: Internal Audit Strategic Plan approach

This section must outline the methodology, specific activities, strategy and deliverables the contractor would use in its approach to developing the five year Internal Audit Strategic Plan.

Deliverable 3: Annual Audit Plan approach

This section must outline the methodology, specific activities, strategy and deliverables the contractor would use in assessing, prioritizing and planning audit assignments. The contractor must demonstrate an understanding of the scope, objectives and orientation of the audits and projects to be undertaken.

6.4 Availabiliy

This section must indicate the proposed structure of the audit team(s) as well as when and how staff will be made available to work on projects.

6.5 Overall Quality of Offer

This section will allow the Museum Evaluation Committee to gauge the overall quality of content and presentation of each of the proposals.

If there are any additional points that you feel your firm can bring to the audit process and which would enhance your proposal or that you feel is a requirement which the Museum has not included in the Request for Proposal but should have, please include it/them in this section.

Appendix E - Fee Structure (to be submitted separately)

The proposals should include costs for professional services in the format provided in Appendix E.

7.0 EVALUATION CRITERIA

Proposals will be evaluated and scored in accordance with the following criteria. It is imperative that these criteria be addressed in sufficient depth in the proposal.

- | | |
|--|--------------------------|
| • Experience and Qualifications of Firm and of Personnel | 30 points |
| • Risk Assessment and Audit Approach | 40 points |
| • Overall Quality of Offer | 10 points |
| • Fees/rates | <u>20 points</u> |
| TOTAL | <u>100 points</u> |

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 Security Clearance

The CMHR subscribes to the Government of Canada security policy. Under the final contract, personnel of the successful bidder assigned to provide the services listed herein must hold and/or obtain a valid Security Clearance to the SECRET level.

8.3.2 Bonding

Prior to implementation of the contract, the successful bidder shall provide the Museum with certification of bonding for its employees or Professional liability insurance.

8.3.3 Legislative Requirements

As part of the final contract, the contractor shall be responsible for compliance with all current Canadian Federal, Provincial and Municipal Acts, Orders and Regulations which exist or may come into existence during the term of this agreement.

APPENDIX A – PROPOSAL FORM

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

PROJECT TITLE: Strategic Risk and Opportunity Assessment, Internal Audit Strategic Plan & Internal Audit Services

SOLICITATION NO: CMHR 2014-143

RE: _____ (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: CMHR 2014-143
N° de soumission du MCDP :

CLOSING DATE & TIME: January 30, 2015 3 PM CST
Date et heure de clôture: janvier 30, 2015 à 15 h HNC

PROJECT TITLE: Strategic Risk and Opportunity Assessment, Internal Audit Strategic Plan & Internal Audit Services

Titre du projet: Risque stratégique et l'évaluation des possibilités, le plan stratégique de la vérification interne et services de vérification interne

COMPANY: _____
Entreprise:

IDENTIFICATION PAGE: Please affix to your envelope/package
PAGE D'IDENTIFICATION: Veuillez joindre à votre enveloppe/colis

APPENDIX C – Standard Bid Terms and Conditions

1 Supplier Responsibilities

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

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

2 Review of Proposals

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

3 Inquiries / Omissions / Discrepancies

- a) All enquiries or issues regarding this RFP must be submitted in writing, to the email address below, no later than (number) days before the closing date and time with the subject line “Enquiry: CMHR 2014-143.” By email: bids@humanrights.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

1 Definitions

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

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

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

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

2 Language of Agreements

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

3 Invoicing

Invoices shall be sent to:

Accounts Payable

Canadian Museum for Human Rights

85 Israel Asper Way

Winnipeg, MB R3C 0L5

Fax: (204) 289-2001

accountspayable@humanrights.ca

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

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

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

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

4 Changes /Alterations/ Amendments

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

5 Termination

In the event that either party believes that the other materially has breached any obligations under the contract such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30 days, the 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 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.

14 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.

15 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

16 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.

17 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.

18 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.

19 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.

20 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.

21 Gender

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

22 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 – Fee Structure

Fee Structure for Deliverable 1 and 2– Strategic Risk Assessment and Audit Plan

Position (e.g.)	Minimum Qualifications	Daily Rate	Estimated days for Phase1
Partner			
Manager			
Project Leader			
Senior Auditor			
Auditor			
etc			

Fee Structure for Deliverable 3 – Annual Audits

Position (e.g.)	Minimum Qualifications	Daily Rate Year 1	Daily Rate Year 2	Daily Rate Year 3	Daily Rate Year 4	Daily Rate Year 5
Partner						
Manager						
Project Leader						
Senior Auditor						
Auditor						
etc						