



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

# Negotiated Request for Proposal

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## VIRTUAL MUSEUM INITIATIVE

Solicitation No:	CMHR 2016-04
Solicitation Date:	Tuesday, June 7, 2016
Last Date/Time for questions:	Wednesday, June 15, 2016 at 14:00 (CDT/CST)
Clarification/Response Addendum Posting:	Monday, June 20, 2016
Closing Date/Time:	Monday, June 27, 2016 at 14:00 (CDT/CST)
Interviews with Candidates:	July 18-29, 2016



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## **1 INTRODUCTION**

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### **1.1 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 Museum opened to the public in September 2014, in Winnipeg, Manitoba. The legislated mandate of the Museum is: "To explore the subject of human rights, with special but not exclusive reference to Canada, in order to enhance the public's understanding of human rights, to promote respect for others and to encourage reflection and dialogue."

### **1.2 STATEMENT OF PURPOSE**

With this Negotiated Request for Proposals ("NRFP"), the Canadian Museum for Human Rights ("CMHR") is soliciting proposals from Proponents to respond as potential collaborators and developers of a CMHR online strategic initiative. The goal is to create an online experience that transcends the traditional boundaries between the physical facilities of the Museum and its online offerings. This means ensuring that exhibitions and related information associated with the Museum and its partners are readily available via an online medium.

The CMHR is looking for a Contractor to assist in the development and execution of its digital strategy. A core element of that strategy is the creation of a virtual museum that integrates many of the exhibits and artifacts of the Museum in an online environment. In an effort to expand the digital footprint and augment visitor engagement with CMHR content, the Contractor will work closely with the staff of three internal departments: 1) Public Affairs and Programs; 2) Exhibitions, Research, and Design; 3) Visitor Experience and Engagement; and 4) Information Systems and Technology.

The online experience needs to address three main components: encourage engagement, serve as a knowledge repository, and facilitate onsite visitation.

#### **a) Engagement**

CMHR's online presence will promote and facilitate dialogue, engagement and discussion about human rights. The goal will be to illustrate how the Museum is effecting change in the way we live and think. Online dialogue will influence thoughts and actions in order to address human rights. The website and online presence of CMHR will promote and facilitate dialogue among museum voices (i.e., out-facing staff), visitors, the general public and targeted stakeholders (e.g., teachers, students, researchers, advocates). User contribution, participation, personalization, and collaboration are the keys to engaging users, meeting visitor expectations, and ensuring that the Museum presence is perceived as trusted, authentic, and current.

#### **b) Knowledge Repository**

The website will provide access to a knowledge repository that will become known as an important and authoritative source for global human rights content and research material. The end goal is that the CMHR website become one of the world's most trusted sources of human rights related content.



### **c) Onsite Visitation**

The website will continue to be the main source of information for those who are contemplating or who have already decided to visit the Museum. The website needs to provide fast, easy-to-find, navigable information for potential visitors so they can organize and tailor their visits to meet their needs. This goes beyond providing hours and parking information. The website must facilitate ticket and souvenir purchases and assist in customizing visits, providing simple ways to find what's happening on any given day at the Museum. Most importantly, the website must promote the Museum and its mandate around the world.

**See APPENDIX 1.0 – SCOPE OF WORK AND DESCRIPTION OF SERVICES of this NRFP for a full description of the services sought.**

#### **1.3 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.

## **2 DEFINITIONS**

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In this document:

- a) The words "CMHR" or "the Museum" means the Canadian Museum for Human Rights.
- b) The words "Negotiated Request for Proposal" means this Request for Proposals in respect of the required Services, including all addenda that may be issued prior to the Submission deadline.
- c) The word "Proponent," means the potential contractors, vendors, or suppliers who have submitted Proposals in response to this Negotiated Request for Proposal.
- d) The word "Contract" means the agreement to be entered into between the Contractor and the CMHR for the goods or services requested.
- e) 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.
- f) The words "Supplier," and "Vendor" are to be considered as having the same meaning as "Proponent".
- g) The words "local time" means the local time at the CMHR's address.
- h) The words "Proposal(s)", "Bids" and "Submission(s)" are to be considered as having the same meaning.
- i) The word "Proposal Receiving Address" means the address where the Proposals must be submitted on the Solicitation Closing Date.
- j) 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.



- k) The words “Best and Final Offer” or “BAFO” means the last submission the CMHR may accept from Proponents.
- l) The word “Specification” means the requirements and particulars of the goods or services requested.

### **3 PROPONENTS INSTRUCTIONS**

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#### **3.1 SUBMISSION DEADLINE**

The Submission Deadline is as set out on the title page to this NRFP. The CMHR may extend the Submission Deadline by issuing an addendum at any time before the Submission Deadline or before the date and time previously specified in any addendum extending the Submission Deadline.

#### **3.2 HOW TO RESPOND**

Please provide a comprehensive and sufficiently detailed proposal, following the recommended format outlined in Section 4.

Proposals must be submitted by connecting to our Secure FTP server, using an SFTP client, with the following configuration:

File Protocol: SFTP

Hostname: sftp.humanrights.ca

Port number: 22

Username: rfp-cmhr2016-04

Password: rfp-cmhr2016-04

Please ensure your file(s) have unique names identifying your organization, and upload them into the “/upload” directory.

**IMPORTANT:** You will not be able to see the contents of the “/upload” directory, before or after you upload your file(s). You may receive directory listing errors; these are normal.

Proposals must be received no later than the closing date and time.

All expenses for making proposals to the CMHR are to be borne by the Supplier.

#### **3.3 PROPOSAL INQUIRIES**

All inquiries related to the NRFP must be directed, by e-mail, prior to the time specified on the title page of this NRFP to [bids@humanrights.ca](mailto:bids@humanrights.ca) with the Solicitation Number in the subject line.

Inquiries should be received no later than the inquiry deadline as noted above. If an inquiry is received later than that inquiry deadline date, CMHR may respond but is not obligated to provide a response.

If a Proponent has sent an inquiry and has not received an acknowledgement, the Proponent should follow up the CMHR.



If CMHR, in its sole discretion, determines that an inquiry will be of interest to all Proponents, it will be communicated in writing to all Proponents through an addendum. The source of the inquiry will be kept confidential.

Meetings will not be held with individual Suppliers prior to the Closing Date and time.

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.

#### **3.4 LATE OR DELAYED BIDS**

The Museum will not open bids delivered after the stipulated bid solicitation closing date and time.

#### **3.5 AMENDMENT OR WITHDRAWAL OF PROPOSAL**

Proponents may amend Proposals submitted prior to the Submission Deadline by submitting a new Proposal with "REVISED" written into the proposal submission.

Amended Proposals received after the Submission Deadline will not be accepted. It is solely the Proponents responsibility to ensure that any amendment is submitted prior to the Submission Deadline.

Proponents may withdraw their Proposal at any time throughout the NRFP process prior to the execution of the Agreement.

#### **3.6 SUPPLIER RESPONSIBILITIES**

This NRFP 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 in Section 5. In addition, the Proposal will be measured against the contract terms and conditions set forth in this NRFP. It is the Supplier's responsibility to:

- 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 NRFP;
- c) Ensure timely and correct delivery of Proposals to the specified Proposal Receiving FTP site;
- d) Ensure the Supplier's name, return address, solicitation reference number, and closing date and time are clearly visible within the proposal;
- e) Ensure the Supplier's primary contact and their email are clearly visible in the proposal;
- f) Treat all information contained in this NRFP 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 means other than those specified or allowed.



## 4 PROPOSAL CONTENT AND FORMAT

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

### 4.1 CORPORATE SUMMARY

A company synopsis, which shall include the following information:

- Organization and Identity:
  - legal name and address;
  - Telephone and facsimile numbers;
  - Primary contacts on a national and regional basis.
- Overview and History including:
  - Number of years in business;
  - General description of the Proponent's client base and vertical expertise;
  - List awards and contact information for two references.
- Other Related Matters:
  - List the particulars if the Proponent has been involved in any litigation in the last seven years;
  - Submit details of any Human Rights complaints that have been made against the company and confirm the outcome of any such complaints;
  - Proof of Insurance;
  - Statement on capacity and capability to provide the deliverables in both official languages.

### 4.2 EXPERTISE AND EXPERIENCE

The Proponent should provide information that describes their past experience and strategy in the following areas:

#### a) Team Description

Proponents are encouraged to provide resumes of individual members of their team who may be directly involved in the work carried out for CMHR. The Proponent is also encouraged to describe the team's expertise and experience with assorted platforms that may be recommended to the CMHR.

#### b) Approach to Developing Solutions

Proponents are asked to describe their approach to "discovery - design - build" for clients similar to the CMHR. Included in this description is how the Proponents team handles project management, stakeholder demands and timeline/resource pressures. Also, the Proponent is asked to discuss the anticipated use of sub-contractors in the design, building and support for client solutions.

#### c) Previous Work

Proponents should provide links and descriptions of work they have done with other clients that showcase their capabilities and qualifications as they relate to this NRFP. Included will be examples of websites and campaigns that demonstrate an ability to initiate and support initiatives that involve successful e-commerce, social engagement or information dissemination solutions. A list of reference projects should be provided with the following information:

- Brief description of the project
- Name of client with link to website



- The year the work was done and/or the term of the contract
- Nature and scope of the work performed highlighting the similarities to this project
- Team members that worked on the project, their roles and responsibilities
- Approximate value of the work to understand complexity/size of the project

Proponents that make the short list will be invited to an interview, where they will be given the opportunity to present examples of their work in greater detail and demonstrate their approach to developing client centric solutions. During the interview, Proponents will have the opportunity to discuss their Promise of Value with some of the key CMHR stakeholders.

#### 4.3 EXERCISE CHALLENGE

For the purposes of the proposal, the Proponent is asked to submit a brief discussion of how they would design and support the implementation of a campaign with the objective of generating social engagement. This exercise will be used in the scoring of both experience and technical skills. Proponents are asked to choose one of the examples below for their exercise challenge. The assessment of the exercise challenge will contribute to both the technical expertise and experience scores outlined in section 5.0.

##### ***Example 1: Witness Blanket***

The Witness Blanket exhibition is inspired by a woven blanket. This large-scale art installation honours the children who were forced into Indian residential schools in Canada between 1870 and 1996, and symbolizes ongoing reconciliation. An interactive experience tells the stories behind hundreds of objects that make up this artwork, available through a free iOS mobile app – or borrow a loaded device in gallery. In addition to the built exhibition and related film, our team created the Reflection Wall, an online and in-gallery component that allows visitors to contribute a word to a text cloud (interwoven words). The text cloud is projected in-gallery, and users are able to submit words/sentiments in-gallery using iPad stations, or online using the website <http://reflectionwall.humanrights.ca>. This exhibition will be the CMHR's contribution to a Canada 150 initiative and will be on display at the Port of Vancouver in 2017.

##### ***Example 2: Canadian Human Rights Toolkit***

This is an existing educational resource that aspires to serve as a central repository for tested, credible human rights educational resources. How could this become a forum for discussion and dialogue? How do we engage educators looking for best practices and tools for teaching human rights within the classroom? How do we become a one stop shop for students doing research for school projects or wanting to engage with dynamic, relevant and engaging content? The content can be found at: <https://humanrights.ca/search/site/ctfdb>.

#### 4.4 METHODOLOGY

The CMHR understands that pricing will be contingent on a number of decisions made during the design phase. However, Proponents are expected to provide estimates of work to be done for each of the six items listed in APPENDIX 1.0- SCOPE OF WORK AND DESCRIPTION OF SERVICES Proponents should describe their project methodology including:

- a) A proposed work plan and schedule which outlines how they propose to proceed with various stages of service/work. The work plan and schedule should include sufficient detail to ensure that there is an adequate understanding of the project and likelihood of success.



- b) Methods used to maintain project alignment with of schedules and business objectives.
- c) Information on monitoring and reporting systems, performance measurements and quality control.
- d) A high level understanding of how risk is assessed and how mitigation planning is utilized.

#### 4.5 PROPOSED PRICING

Proponents to provide price estimates in SCHEDULE B – PROPOSED PRICING FORM that correspond to what the Proponent expects to accomplish for each of the six items in Section A of APPENDIX 1.0 – SCOPE OF WORK AND DESCRIPTION OF SERVICES in the three- to six-month timeline.

All amounts set out in proposals must be specified in Canadian Dollars and are subject to applicable Canadian taxes.

## 5 PROPOSAL EVALUATION PROCESS AND SELECTION

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### 5.1 EVALUATION TEAM AND DECISIONS

The evaluation of proposals will be undertaken on behalf of the CMHR by the Evaluation Team. At its discretion, the Evaluation Team may consult with others (e.g., Museum staff members, third party consultants and references).

By submitting a Proposal, the Proponent understands that all decisions on the degree to which a Proposal meets the evaluation criteria are solely within the purview and judgement of the evaluation team. The decision of the evaluation team is final.

### 5.2 PROPOSAL ACCEPTANCE

The Museum reserves the right to accept the Proposal that it deems in its sole discretion the 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.

Notwithstanding any of the provisions contained in this NRFP, the Museum may waive any deficiencies and/or minor irregularities in any Proposal received if it determines that the variation from the NRFP will not cause prejudice to any other prospective Suppliers or to the integrity of the process.

### 5.3 EVALUATION PROCESS AND CRITERIA

The Evaluation Team will compare and evaluate all proposals to determine the qualifications of each Proponent and the Proponent’s ability to provide the services outlined in APPENDIX 1.0 – SCOPE OF WORK AND DESCRIPTION OF SERVICES. Each proposal will be scored based on the following criteria:

Step 1: Evaluation of Proposals and Ranking of Proponents:

Scoring Category	Short List	Final Score*	BAFO**
Price	20%	20%	20%
Experience and Competence	45%	30%	50%
<ul style="list-style-type: none"> <li>• Corporate Profile including years in business and corporate target market/ values (Sect. 4.1)</li> </ul>			



- *Team individual experience (Sect 4.2a)*
- *Approach, methodology used prior (Sect 4.2b)*
- *Organization has demonstrated experience and background performing this type of service ( Sect 4.2c)*
- *Work plan demonstrates understanding of the project and likelihood of success (Sect 4.4a)*
- *Schedule Control measures are planned to ensure critical timelines will be monitored/managed (Sect 4.4b)*
- *The Proponent identifies quality control measures including reporting and performance measurements*
- *A high level risk assessment that demonstrates the Proponents understanding of this project and its complexities*

<b>Technical Expertise (Sect 4.3)</b>	30%	20%	
<ul style="list-style-type: none"> <li>• <i>Design strategy demonstrates the Proponent has a thorough understanding of the example</i></li> <li>• <i>Supports the implementation of a campaign that is thorough and aligns with the stated objectives</i></li> <li>• <i>Demonstrates a technical understanding with unique and/or innovative concepts</i></li> </ul>			
<b>Interview (and BAFO, if applicable)</b>	N/A	30%	30%
<b>References and Awards</b>	5%	N/A	

\*Note that the final score is composed of scores for price, technical expertise and experience used in the determination of the short list, plus the interview score.

\*\*BAFO score is composed of the score for the Interview and the re-evaluation of any newly submitted proposal (BAFO) for price, experience and competence.

**Proponents are advised to carefully review the evaluation criteria as set out at Section 5.3 and mandatory requirements prior to preparing their Proposals in response to this NRFP.**

#### Step 2: Identify Short-Listed Proponents

The top three ranking Proponents based on an aggregate short list score will be invited to present their Proposal before the Evaluation Team.

#### Step 3: Short-Listed Proponent Presentations

Three short listed Proponents will have the opportunity to present capabilities and their approach to building the Museum’s digital presence. Presenters will have the opportunity to highlight the stories underlying the successful projects and experience highlighted in their proposals. During the interview, Proponents will be given the opportunity to ask the evaluation team questions about objectives, preferred approaches and legacy infrastructure.

#### Step 4: Concurrent Negotiations and Best and Final Offer (“BAFO”)

Following the completion of interviews, the CMHR may enter into concurrent negotiations with the three shortlisted Proponents. During these concurrent negotiations, the CMHR will provide clarifications of our requirements, and will seek further information and Proposal improvements from each Proponent. After the expiration of the concurrent negotiation period, each of the shortlisted Proponents will be given the opportunity to submit a new revised proposal that is considered their best and final offer. The combined score of the interview and the categories scored during the short listing process will constitute the final score. The Evaluation team will notify the successful Proponent with the highest overall score. This notification will begin the process of finalizing the contract.

#### Option not to Engage in Interviews or Concurrent Negotiations and BAFO



If, after the completion of Step 1, 2 or 3, there is a difference of 15 points or more between the total points of the top ranked Proponent and the total points for the second ranked Proponent, the CMHR may choose not to engage in the following steps and may proceed directly to final negotiations with the top-ranked Proponent.

#### **5.4 NEGOTIATION AND AGREEMENT**

The CMHR may invite the top-ranked Proponent, as determined throughout the evaluation process, to enter into negotiations to finalize the Agreement.

Negotiations may include requests by the CMHR for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Proposal(s) or to confirm the conclusions reached in the evaluation, and may include requests by the CMHR for improved pricing or performance terms from the Proponent.

The CMHR intends to conclude negotiations with the top-ranked Proponent within a period of 20 days commencing from the issuance of the invitation to enter negotiations. If the parties cannot conclude negotiations and finalize the Agreement within that time period, the CMHR may discontinue negotiations with the top-ranked Proponent and invite the next-best-ranked Proponent enter into negotiations or go back to Step 2. This process shall continue until:

- a) an Agreement is successfully negotiated and finalized;
- b) there are no more eligible Proponents remaining; or
- c) the CMHR elects to cancel the NRFP process.

If the CMHR and a Proponent successfully negotiate the Agreement, the CMHR will prepare the finalized Agreement for signing by both parties. There will be no legally binding relationship created with any Proponent prior to the signing of the Agreement, and the performance of the Services will not commence until the Agreement is fully signed by both the Proponent and the CMHR.

#### **5.5 NOTIFICATION TO PROPONENTS**

Proponents that are not short-listed will be notified.

The name of the successful Proponent will be available, upon request, to all Proponents after the Agreement is signed.

If the CMHR decides not to enter into an Agreement with any Proponent, all Proponents will be notified.

## **6 NRFP TERMS AND CONDITIONS**

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A Proponent must clearly understand, and by submitting a Proposal agree, that its Proposal is subject to the following terms and conditions, in addition to any other terms and conditions set out in this NRFP.

### **6.1 LANGUAGE**

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



## 6.2 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.

## 6.3 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.

## 6.4 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.

## 6.5 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 NRFP and the resulting Contract.

## 6.6 WITHDRAWAL, ALTERATION OR CANCELLATION

- a) The Museum may at any time amend, alter or cancel this NRFP 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 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 Closing Date and Time by submitting a request in writing. The Supplier's package will be returned by the Museum unopened.

## 6.7 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.

## 6.8 OPENING BIDS

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



#### **6.9 NO CONTRACT A AND NO CLAIMS**

This NRFP process is not intended to create and shall not create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) This NRFP shall not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) Neither the Proponent nor the CMHR shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the outcome of the NRFP process, including any decision by the CMHR to enter into an Agreement with a Proponent, any decision by the CMHR not to enter into an Agreement with a Proponent or a decision by a Proponent to withdraw its Proposal.

#### **6.10 NO CONTRACT UNTIL EXECUTION OF WRITTEN AGREEMENT**

This NRFP process is intended to identify prospective service providers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Museum by this NRFP process until the successful negotiation and signing of a written Agreement for the acquisition of the Services.

#### **6.11 NON-BINDING PRICE ESTIMATES**

While the pricing information provided in Proposals will be non-binding prior to the signing of a written Agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Museum to enter into an Agreement for the Services.

#### **6.12 OWNERSHIP OF PROPOSALS**

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

#### **6.13 COST OF PROPOSALS**

Proponents are responsible for all costs incurred by them in preparing and submitting a Proposal in response to this NRFP.

#### **6.14 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 NRFP. 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 of or by reason of or attributable to this NRFP, 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 NRFP and the execution of the Contract by the Supplier and the Museum.

#### **6.15 INTERPRETATION AND GOVERNING LAW**

These NRFP Terms and Conditions (Section 6.0):



- a) Are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- b) Are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- c) Are to be governed by and construed in accordance with the laws of the province of Manitoba and the federal laws of Canada as applicable.

#### **6.16 SELECTION DISCLOSURE AND 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.

#### **6.17 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 NRFP for a period of five (5) years.

#### **6.18 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 for a period of three (3) years after the Closing Date and Time at which time such Proposals may be destroyed.



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

NRFP # 2016-04  
VIRTUAL MUSEUM INITIATIVE



## APPENDIX 1.0

### SCOPE OF WORK AND DESCRIPTION OF SERVICES

#### A) SUMMARY

The CMHR assumes that the implementation of its digital strategy will be a multi-year initiative. The duration of the Contractor will be renewable on an annual basis, for a maximum of three (3) years. The responsibility of the Contractor during the first 3-6 months will be to design and build a web experience that supplies the following functionality:

1. Build basic e-commerce and online visitor information/ticketing/membership/calendaring capabilities;
2. Create a public museum portal that is capable of integrating digital content from virtual and onsite exhibits;
3. Integrate the ability to collect and publicize visitor/stakeholder feedback and participation online;
4. Integrate and develop an efficient process of social media engagement across multiple channels;
5. Provide a method of measuring the impact of campaigns and virtual museum activity;
6. Support the launch of two campaigns designed to enhance the awareness of CMHR content and promote public engagement.

#### B) PRICE

All Proponents will submit a price range for completing the aforementioned items 1 and 6 and what level of completion is anticipated for items 2 to 5 during the stipulated time period.

All subsequent work by the chosen Contractor during the remaining period of the general contract requires a statement of work, agreed upon by both parties (the Contractor and the CMHR), which will include details on work to be completed and pricing agreed upon by both contracting parties. If the parties cannot conclude negotiations on any given statement of work and/or the pricing for the annual renewal periods, the CMHR may unilaterally discontinue negotiations and issue a new solicitation.

#### C) CONSIDERATIONS

- **(Accessibility)** The Museum has a strong commitment to making its content and services accessible to a wide range of individuals with diverse disabilities. Proponents should consider how they will address accessibility issues in their design and implementation. The following provides some guidelines to accessibility:
  - Web Content Accessibility Guidelines (WCAG) issued by the W3C
    - <http://www.w3.org/TR/WCAG20/>
    - <http://www.w3.org/WAI/guid-tech.html>
  - Standard on Web Accessibility and Standard on Web Usability (WAI -Web Accessibility Initiative -Priorities 1 and 2)
    - <http://www.w3.org/TR/wai-aria/>
    - <http://www.w3.org/WAI/intro/aria.php>



- **(Core Website Functionality)** The e-commerce and visitor/member services are essential features that need to be implemented immediately. Proponents may suggest how they will address the following needs:
  - Online ticket purchases
  - Product pages
  - Boutique shopping cart and checkout capabilities
  - CRM: Membership/loyalty integration (registration, notifications, profile review, benefits – e.g., POS or online purchase discounts)
- **(SEO)** Given the importance of expanding the CMHR's digital presence, Proponents should indicate how their SEO strategy will be incorporated into the design and how this strategy aligns with the development of items 1-6.
- **(Legacy)** While the CMHR has legacy hardware and software that may be considered by the Contractor during the design phase, the expectation is that the Contractor will propose solutions and pricing that do not assume the integration of legacy assets.
- **(Regulatory Compliance)**
  - All proposed e-commerce developments must take into account PCI DDS compliance and/or third party options that ensure PCI DDS compliance (i.e., compliance with any proposed SaaS options);
  - The overarching design and implementation must conform to the federal Privacy Act and the Access to Information Act;
  - All proposed credentialing/sign-on features, membership/loyalty programs and user profile data must conform to the Personal Information Protection and Electronic Documents Act (PIPEDA);
  - All proposed solutions will need to adhere to Government of Canada Official Languages standards and protocols.



## APPENDIX 2.0

### DRAFT

#### Standard Contract Terms and Conditions (2015)

##### 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](mailto: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 clarification 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 remedy 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.

#### 5 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.

#### 6 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.

#### 7 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.

#### 8 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.

#### 9 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

#### 10 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.

#### 11 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.

#### 12 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.

#### 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, nor 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.



**SCHEDULE A**  
**PROPOSAL SUBMISSION FORM**  
**NRFP CMHR 2016-04**  
**VIRTUAL MUSEUM INITIATIVE**

**Proponent Information:**

Full legal name of entity making the Proposal:

Street Address:

City:

Province/State:

Postal/Zip Code:

GST # (if applicable):

**Proponent Contact Information:**

Primary Contact Name:

Title:

Telephone Number:

Email Address:

We hereby declare, represent, warrant and agree that:

**1. No Collusion**

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.

**2. Acknowledgement of Non-binding Procurement Process**

We Acknowledge that the NRFP process will be governed by the terms and conditions of the NRFP and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any goods or services shall be created between the Proponent and the CMHR unless and until the Proponent and the CMHR sign a written Agreement for the Services.

**3. Ability to Provide Deliverables**

We have carefully examined the NRFP documents and have a clear and comprehensive understanding of the Services required.





**SCHEDULE B**  
**PROPOSED PRICE FORM**  
**NRFP CMHR 2016-04**  
**VIRTUAL MUSEUM INITIATIVE**

Proponents to provide price estimates that correspond to what the Proponent expects to accomplish for each of the six items in Section A of APPENDIX 1.0 – SCOPE OF WORK AND DESCRIPTION OF SERVICES in the three- to six-month timeline.

All amounts set out in proposals must be specified in Canadian Dollars and are subject to applicable Canadian taxes.