



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

Request for Proposal

MUSEUM POINT OF SALE SYSTEM

Solicitation No.:	CMHR 2016-07
Solicitation Date:	Wednesday, July 27, 2016
Last Date/Time for questions:	Wednesday, August 10, 2016
Closing Date/Time:	Thursday, August 25, 2016 at 14:00 (CDT/CST)
Contract Award Date:	Friday, September 30, 2016



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1 INTRODUCTION

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 Request for Proposals ("RFP"), the Canadian Museum for Human Rights ("CMHR") is soliciting proposals from Proponents to provide proposed solutions for a Point of Sale System for the Canadian Museum for Human Rights.

See APPENDIX 1.0 – SCOPE OF WORK AND DESCRIPTION OF SERVICES of this RFP 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

In this document:

- a) The words "CMHR" or "the Museum" means the Canadian Museum for Human Rights.
- b) The words "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 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" is to be considered as having the same meaning as "Contractor."



- 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 word “Specification” means the requirements and particulars of the goods or services requested.

3 PROPONENTS’ INSTRUCTIONS

3.1 SUBMISSION DEADLINE

The Submission Deadline is as set out on the title page to this RFP. 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-cmhr2016-07
Password: rfp-cmhr2016-07

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 RFP must be directed, by e-mail, prior to the time specified on the title page of this RFP to bids@humanrights.ca with the Solicitation Number in the subject line.

CMHR may respond to inquiries 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 with 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 accept bids submitted 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 subject line.

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 RFP process prior to the execution of the Agreement.

3.6 SUPPLIER RESPONSIBILITIES

This 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 in Section 5. 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) 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;
- b) Ensure timely and correct delivery of Proposals to the specified Proposal Receiving site;
- c) Ensure the Supplier's name, return address, solicitation reference number, and closing date and time are clearly visible within the proposal;
- d) Ensure the Supplier's primary contact and their email are clearly visible within the proposal;
- e) Treat all information contained in this RFP as proprietary and keep as confidential unless the prior written consent of the Museum has been obtained;
- f) Understand that Proposals which are incomplete, conditional or obscure in the sole opinion of the Museum, may be rejected;
- g) Understand that the Museum will not accept Proposals submitted by Facsimile Transfer or other means not specified or allowed.

4 PROPOSAL CONTENT AND FORMAT



For the proposal, bidders must provide a description of the solution that will meet the requirements outlined in APPENDIX 1.0 SCOPE OF WORK AND DESCRIPTION OF SERVICES, highlighting key benefits to the Museum. In addition, provide the information requested in section 4.1, 4.2 and 4.3, below.

4.1 CORPORATE SUMMARY

Please include a company synopsis, which shall include the following:

- a) Organization and Identity
 - Legal name and address;
 - Telephone and facsimile numbers;
 - Organizational chart specifying the names and titles of key personnel for this project;
 - Primary contacts on a national and regional basis.
- b) Overview and History
 - Current work methodology (i.e. project management philosophy);
 - Key vendor partnerships (if any);
 - Number of years in business;
 - Description of current workload and client base;
 - Involvement in any litigation in the last seven years;
 - Description of any significant corporate changes;
 - Description of active user groups.
- c) Compliance
 - Code of Ethics and / or Compliance Manual;
 - Proof of Insurance;
 - Employee training matrix (if any);
 - ISO certifications (if any).

d) Human Rights

The submitting parties must provide the Museum with the following:

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

Submitting parties are advised that it will be an ongoing requirement of the successful applicant that, during the term of service, they must 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 that would be contrary to the objectives and purposes of the Museum.

4.2 BUSINESS PROPOSAL

The proposal must clearly identify the following points:

- a) What components of the proposed system you are proposing to supply;



- b) Which staff resources would be assigned to the implementation phase. Provide résumés for any key personnel;
- c) What information technology resources (personnel and hardware) would be required to be provided by CMHR;
- d) A detailed implementation schedule following the timeline and priorities stated in section 5.4.

4.3 SYSTEM REQUIREMENTS

The proposal must clearly identify how the system will meet the required and desired functionalities identified in Appendix 1.0 related to the scope of work.

4.4 PROPOSED PRICING

Proponents to provide price estimates in SCHEDULE B – PROPOSED PRICING FORM.

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

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 RFP, the Museum may waive any deficiencies and/or minor irregularities in any 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.

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:

Scoring Category	Points
The ability to meet CMHR requirements and deliverables	50



The qualifications, experience and success in similar projects	15
The demonstrated understanding of scope and objectives	15
The affordability of the contract	15
The overall fit with the Museum's culture and needs	5

Proponents are advised to carefully review the evaluation criteria as set out at Section 4 prior to preparing their Proposals in response to this RFP.

5.4 EVALUATION TIMELINES

RFP Issued	27 July 2016
RFP Closing Date	18 August 2016
Shortlist to 2 or 3 Vendors	30 August 2016
Vendor Presentations (week of)	12 September 2016
Vendor Interviews (week of)	12 September 2016
Contract Award, Board Ratification	30 September 2016

5.5 NOTIFICATION TO PROPONENTS

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 RFP TERMS AND CONDITIONS

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 RFP.

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 RFP and the resulting Contract.

6.6 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 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 RFP. Proposals received after the closing date and time will be returned un-opened.

6.9 OWNERSHIP OF PROPOSALS

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

6.10 COST OF PROPOSALS

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

6.11 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.

6.12 INTERPRETATION AND GOVERNING LAW

These RFP 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.

6.13 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.

6.14 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.



6.15 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.



APPENDIX 1.0

SCOPE OF WORK AND DESCRIPTION OF SERVICES

Background – Visitor Profile

The Museum is a world class institution and premier tourist attraction for both Manitoba and Canada. The Museum welcomed nearly 400,000 visitors in its first year of operation. The general demographic of visitors includes school groups (we have a plan to bring students from across the continent to the epicenter of human rights), tour groups, individual visitors of all ages (both Museum members and non-members), tourists, and so on.

The Museum opened its doors with a point of sale system that was configured and customized to meet the needs of the attraction. After nearly two years of operation, it has been discovered that the existing system and support platform does not fully meet the operational needs of the Museum, which has led to this RFP process.

Museum Point of Sale System Needs

The Canadian Museum for Human Rights is seeking a Point of Sale System (software, programs, licenses, support and maintenance, and possibly some accompanying hardware) that would support the business operations of its admissions revenue centre whose main components are:

- Ticketing Systems – Individual and Group Sales
- Membership Sales and Service
- Facility Rentals and Events Management
- Education group tour sales and reservations
- Integration into the Museum’s Counterpoint retail POS
- Integration with the Museum’s website to provide the ability to purchase tickets and memberships online

The preferred Point of Sale System is one that will provide “best of breed” functionality for each of the components independently while simultaneously delivering a fully integrated service experience across all systems for CMHR visitors and clients.

The CMHR acknowledges that “best of breed” functionality may be obtained through stand-alone systems that are integrated one with another or via one all-purpose system. The CMHR also acknowledges that a fully integrated Point of Sale System may require pre-built or custom built integration solutions across independent systems in order to deliver the functionality as required.

The CMHR Point of Sale System will include a web presence for specific earned revenue centres. The web presence will extend to E-Commerce for ticketing and membership. The full system may also include ticketing kiosks, mobile application, remote sales and other new and non-traditional technology for generating sales beyond what is associated with the traditional ticketing and/or retail desks.

A fully integrated Point of Sale System will meet the internal business needs of each of the profit centres of the organization and it will enhance the visitor experience to the Museum as a whole.



The right to use the official language of one's choice (English or French) and the right to universal access and inclusivity are important human rights issues. The CMHR Point of Sale system should include provisions for bilingual capability in both of Canada's official languages. Bilingual capabilities are ideally realized at both the front end (for dealings with customers and clients) and in the back end (pertaining to the options of staff to work in the language of one's choice). The CMHR Point of Sale System should also include provisions for universal access for persons with disabilities such as those who are hearing or vision impaired. Ideally, provisions to accommodate persons with disability would be realized at both the front end and online (for dealings with customers and clients) and in the back end (pertaining to accessibility for staff with disabilities to utilize and work on the system.)

The Museum Point of Sale solution may, at some point, need to be integrated to a Customer Relationship Management (CRM) System.

The Canadian Museum for Human Rights welcomes proposals for one or more or all of the above mentioned aspects of the Point of Sale System (Ticketing, Membership, Facility Rentals) from one system provider, or from groups or a partnership of providers.

Ticketing Systems

The Museum anticipates approximately 200,000 "at-the-door" ticket sales per year, purchased by individuals and groups. In order to process on-site ticket sales, as well as the issuance of free tickets to members and guests, the Museum has installed 4 ticketing stations at the main ticket sales desk and 2 ticketing stations at the group entry location and multiple scanning stations. Individuals can also currently pre-purchase tickets online. It is possible that the CMHR may require 2-3 wireless mobile units (to process debit/credit card sales or free ticket issuance only) during peak hours. Third party vendors (i.e. hotels, destination marketing organizations, travel agencies, tour booking groups, etc.) may be contracted to process off-site sales.

Group tours and school program sales are pre-arranged and reservation processing will be integrated with or managed through the "Facility Rentals and Events Management" system(s). Clients will be provided with the options of pre-payment, payment upon arrival or subsequent invoicing.

The ticketing system will be primarily utilized for general Museum attendance. However, event ticketing with either rush or reserved seating is also a requirement. (i.e. lectures, concerts, symposia, etc.). The Museum must be able to sell tickets online, in person and over the phone. Inventory based ticketing for events and the ability to have private/internal and public events, are pre requisites.

Membership Sales and Service

The CMHR Membership base consists of nearly 7,500 members. Membership sales and services are managed and delivered by the CMHR directly as a primary component of its earned revenue strategy. All membership transactions are currently being processed in the Museum's existing POS system, and are then integrated to the Raiser's Edge system through a dedicated API. The Museum is seeking to eliminate the use of two separate systems to manage the membership program and use a single POS system to manage sales, back-end operations, and the membership database.

As they purchase a membership, visitors may choose to make a donation to the Museum and/or to the "Friends" as part of a single transaction. The ability to allocate revenue appropriately, and to ensure that membership cards and charitable receipts are issued in a timely manner, is a key consideration.



However, the POS must be able to integrate to the retail's Counterpoint system, providing the retail team with live membership data. This data will be used to validate members seeking their retail discount based on an active membership account.

Ideally, the POS will also allow for online integration so members can renew their memberships or use their discount online. An online portal where members can update their profile would be significant.

Facility Rentals and Events Management

The CMHR facility includes a number of spaces such as classrooms, atria, and other public areas that are available for public rental (i.e. receptions and other social occasions); Museum public programming (i.e. school programs, conferences); and Museum internal business needs (i.e. meetings, staff training). External client bookings are confirmed in person by Museum staff who use the technology as a resource to confirm and document event requirements and to coordinate; produce proposals and contracts; manage financial considerations (i.e. equipment and supply rentals, tour services, client booking fees, internal security and housekeeping scheduling, etc.); and to maintain client contact information.

The Museum food and beverage operation is owned and operated by an independent contractor, and provides the catering services for rental clients and internal meetings. It may be beneficial to allow for direct integration between the Events Management System and the food and beverage provider's "MAESTRO" system to allow for scheduling. Client billings for catering services and facility rental fees are currently managed by the caterer however the Museum's Point of Sale System should provide the ability to generate invoices and billing.

The system must be able to manage the different spaces and various uses of the spaces to prevent double bookings and offer a clear interface to ensure the best customer experience from the inquiry stage all the way to the event and billing.

E-Commerce for Ticketing and Membership

As stated above, the Museum actively sells tickets and memberships online through its website. The selected Point of Sale system must offer a web solution that is fully bilingual in French and English and meets Web Accessibility Guidelines 2.0. Requirements include being able to sell general admission tickets (package and non-package), time event-based tickets, new memberships, and membership renewals. Ideally, this system would also offer a membership portal for members to update their account information.

Retail, Inventory Management and E-Commerce systems

The Museum Boutique is approximately 2,000 square feet of retail space, with sales of approximately \$750,000 per year. The selected Point of Sale System must be able to integrate into the Boutique's Counterpoint System. Retail associates require direct, live access to the Museum's membership database. The Boutique features an e-commerce store where visitors can select from many retail products. There is no current requirement for the Point of Sale System to connect to this e-commerce site; however, it would be beneficial for members to be able to connect for special offers and discounts.

Scope of Services

- To provide one or more or all aspects of the Museum Enterprise System, with reference to the requirements set out.



- To provide integration services amongst system components as required and requested.
- To provide training to CMHR employees and/or agents for configuration and ongoing use of all system components.
- To provide support, maintenance and system upgrades as required.
- To provide ongoing opportunity for CMHR employees and/or agents to access training and development with respect to the use of all system components, through participation in user groups and/or dedicated training programs.

Project(s) Implementation Schedule

Acquisition and implementation of all components of the Point of Sale System will be phased into operations over a period of 4 to 6 months with a live date of April 1, 2017. The ideal sequence is as follows:

- Ticketing Systems – Individual and Group Sales
- Membership Sales and Service
- Integration into the Museum’s Counterpoint retail POS
- Integration to the Museum’s website for online ticketing/membership e-store
- Education group tour sales and reservations
- Facility Rentals and Events Management



APPENDIX 2.0 PROJECT MILESTONE SCHEDULE

Task	Anticipated Duration (in weeks)	Target Start Date
Project Kick-off	-	October 1, 2016
Analysis and Design	9	October 5, 2016-December 5, 2016
Set-up and data cleanse	7	January 13, 2017
Implementation and training	10	January 15, 2017-March 31, 2017
Go-Live	-	April 1, 2017



APPENDIX 3.0 STANDARD CONTRACT TERMS AND CONDITIONS (2015)

DRAFT

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 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.

8 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.

9 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.



10 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

11 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.

12 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.

13 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.



14 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.

15 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.

16 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.

17 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.

18 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.

19 Gender

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

20 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
RFP CMHR 2016-07
Museum Point of Sale System

Proponent Information:

Full legal name of entity making the Proposal:

Street:

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 RFP process will be governed by the terms and conditions of the RFP 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 RFP documents and have a clear and comprehensive understanding of the Services required.



SCHEDULE B
PROPOSED PRICE FORM
RFP CMHR 2016-07
Museum Point of Sale System

Proponents to provide price estimates that correspond to what the Proponent expects to accomplish for each of the Deliverables in APPENDIX 1.0, SCOPE OF WORK AND DESCRIPTION OF SERVICES.

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

Deliverable 1 – Set up	\$
Deliverable 2 – Training	\$
Deliverable 3- “Go Live”	\$
Total Proposed Price	\$
Annual Service Fee	\$ /year