

NAME RFP AR.01

Request for Proposals For: Writing an Article about RFPs

by Wayne LaBar

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Perhaps one of the most important—and what can also be one of the most formidable tasks in working with outside contractors on exhibitions—is creating an RFP for a scope of work. In days where there is ever increasing scrutiny of how contracts are awarded, the need for getting competitive bids is growing. Well, after being asked for this article about how we at Liberty Science Center have undertaken this, the question was when to find the time, and that’s where I had my most brilliant idea – I’ll get someone to write it for me! So without further ado, here is my RFP on behalf of NAME *Exhibitionist*. I have provided comments to the guest editor of *Exhibitionist* to help explain what each item is or why it is important. I have also noted some “Hard Lessons” I have learned from specific RFP elements.

**National Association for
Museum Exhibition**
Request for Proposals
For: Writing an Article About RFPs
RFP AR.01

Issued 10 October 2006

Submission deadline: 5:00pm,
18 January 2007

Name, Title and Goal

This is for the purpose of keeping track, since there may be many RFPs in the future.

Issuance and Submittal Date

A biggie, as potential contractors will want to see this immediately. I usually put it in red.

Hard Lesson

By the way, the typical time given to reply to an RFP is between 30 – 45 days. Even so, I have always seen requests for extensions. Make sure that you have planned ahead for your answer to the question, Can I have more time?

Introduction

The National Association for Museum Exhibition (NAME) invites proposals for the writing of an article on best practices and lessons learned about RFPs and the RFP process. Based on previous work experience, your firm has been selected to receive this RFP, and is invited to submit a proposal to produce the article(s) described herein.

Bidders should note that this RFP has been issued to large-scale writing firms as well as small-scale writing firms. Any and all work intended to be subcontracted as part of the bid submittal must be accompanied by background materials and references for the proposed subcontractor(s). Refer to applicable sections regarding subcontractor work in the contract template and NAME Standards Documents.

Introduction

I like this section just to set the stage for where in the overall project into the work fits. In addition, I do some pre-selection before sending out an RFP. No use in sending an RFP to someone to whom you won't give work. It also says hey, we've looked at a contractor's work, and it meets certain criteria. These firms may still subcontract, and it is imperative for you to know what they will be doing.

Project List and Scope

This includes elements of the following articles:

- a. Lead Article AR.01 – RFPs Dos and Don'ts
- b. Lead Article AR.xx (insert title here)

The scope of work for each of these articles is detailed in the Proposed Scope of Work and applies to all elements listed under the header of "Writer." To bid on an article, the Contractor must complete all scopes of work listed therein.

Bidders may bid on all of the articles or only select ones, but the bid must incorporate all of the identified scopes for each of the articles.

Project List and Scope

Here I usually list one or more exhibits to be worked on, or in this case, articles. Descriptions of the work will be provided in accompanying drawings or documents that detail scopes of work. For multiple projects, each institution must decide whether work can be "split apart" as indicated here, or not.

Background

NAME has operated as Standing Professional Committee (SPC) of the American Association of Museums, for 25 years, aiming to provide an organization for those interested in exhibitions to come together and share views and opinions and to learn from each other.

In collaboration with other writers, members and with the support of its sponsors, it is developing a brand new issue of its magazine, Exhibitionist. The focus of the issue will be RFPs and the RFP process. For many years its members, both institutions and

service providers, have suggested that shared knowledge of best practices in this area would be wise.

As part of this issue, there will be several lead articles, and the scope of the RFP is to request services for the writing of one of these articles.

Background

Usually this section is much longer. I like to present a clear picture of the scale and size of the exhibition project. In this case, not knowing all about what is planned for this issue, I kept it simple. The guiding rule: make sure your potential contractors have a clear picture of the scale of the overall undertaking—is it just a single exhibition, or is it part of some larger renovation? Are there political or sponsorship entities that may need mentioning?

Submission Procedure

Proposals conforming to the requirements set out below must be received by Wayne LaBar, VP of Exhibitions and Theaters, by US mail, courier or email (wlabar@lsc.org) no later than the deadline given above. Mail and courier packages should be addressed to Wayne at Liberty Science Center, 251 Phillip Street, Jersey City, NJ 07305. All submittals should be received in hard copy and PC - CD format. Electronic submittals are acceptable in Adobe Acrobat® form by the deadline but must be followed by CD and hard copy form within two (2) business days. Proposals must state that they are valid for a period of at least ninety (90) days from the closing deadline. Physical proposals must be submitted in sealed opaque containers and marked, "Proposal

“Make sure that you have planned ahead for your answer to the question, Can I have more time?”

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for Writing Exhibitionist Article on RFPs.” Three (3) copies of the CD and three (3) copies of the print version of each proposal must be submitted together.

The name and address of the bidder must also appear on the envelope.

NAME reserves the right to waive irregularities and to reject any or all bids. The owner also reserves the right to negotiate with the selected bidder in the event that the price exceeds available funds.

NAME may consider informal any bid not prepared and/or not submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

Submission Procedure

Here are the details on how to submit a bid. A key thing to keep in mind is what kinds of formats are easy for an organization to use. I have found that hard copies are critical, and asking for an appropriate number of them – depending on how many reviewers you have – is important. If you are asking for CDs/DVDs, remember that no one likes to wait for someone else to finish reviewing a disc. Make sure you also get enough of them “to go around.”

Another key point is to make sure that you give your institution enough time to review bids. Obviously, contractors cannot hold a price indefinitely – 90 days is pretty normal. If your institution needs more time, you should allow the contractor to add some costs for inflationary escalation or permit a reexamination of their bid.

Modification of Bids

Modifications to bids already submitted will be allowed if submitted in writing prior to the time fixed in the Invitation to Bid. Modifications shall be submitted as such and shall not reveal the total amount of either the original or revised bids.

Modification of Bids

This is a minor but important section, as you may learn of additional information that would change the ground rules for the project.

Standards, Documentation and Training

The Contractor (Writer) is required to review the NAME Interior Construction, Exhibit Fabrication Specifications, Design Guidelines and Text Writing Standards (“Standards”) and NAME Multimedia Standards. Any deviation from these standards must be approved by NAME. These standards can be accessed via the Internet at:

<http://www.n-a-m-e.org/publications/standards.html>

All writers must use the following documents as standards as well:

The American Heritage Dictionary – 3rd Edition

Standards, Documentation and Training

OK, these don't exist (perhaps you wish they did, as it might make life easy!), but you get the idea. Make any standards that apply easy to access, and make sure contractors are aware of them from the very beginning.

Project Documents

The following accompany this RFP in Disc Format:

NAME Writing RFP

NAME Bid Sheet and Bid Summary

NAME Exhibitionist Sample Issue

NAME RFP Article Scope of Work and Drawing(s)

NAME Contract Template

NAME Standards Documents

If you have difficulties accessing these documents please contact Wayne LaBar at wlabar@isc.org

Project Documents

To minimize work and expenses, we issue the RFP document (what you are holding) in hard copy. We then put it and all other documents that pertain to the project – drawings, standards, a contract template, etc., on a CD. As you can imagine, for an exhibition project of any size this can be quite a lot of information.

Opening, Evaluation and Contracting

Proposals may be opened by NAME at any time after the submission deadline. All proposals satisfying the requirements of this Invitation to Bid will be evaluated to establish which of the offerors best fulfills the needs of NAME and this project. NAME anticipates entering into a contract with this offeror to execute the proposed work. This Invitation to Bid, however, does not commit NAME to award a contract, to pay any costs incurred in the preparation of a proposal or to contract for the goods and/or services offered. NAME reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors or to cancel this Invitation to Bid, if it is in the best interests of NAME to do so. The decision of NAME shall be final.

After the selection of a Contractor the schedule should include a period of collaboration between NAME and the Contractor to better define, elaborate upon and fix the Contractor's exact and final scope of Work (the "Final Scope") starting with the date of this Agreement and extending until 30 October 2006. In collaboration with NAME, the Final Scope will be fixed no later than 30 October 2006. While the Contractor should assume work begins immediately upon notification that they have been selected, the Final Scope will be defined by editing, redlining or adding superseding documents or drawings to the Proposed Scope of Work as attached hereto. Once contracted, with respect to the Standards Documentation, Contractor warrants to Owner that the Scope of Work reflected therein can be completed by Contractor, to the same schedule in a form substantially similar to the preliminary scope, for the amount of the

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compensation set forth below.

If work is begun before final contract signing in order to meet schedule, the contractor agrees that work rates and fees applied during this time are at the same rate as what is in the submitted bid.

Opening, Evaluation and Contracting

This section—high in legalize-like content—just sets out rules that the institution is willing to live by in evaluating the bids.

It also sets forth that the institution is not paying for the bids. One can of course do this, and I have done so when specifying that some initial design work is needed to reply to an RFP request. This is an important point that museums must remember: contractors cannot work for free. If you are asking in your RFP for a concept design or a first pass at design, you should seriously think about including a stipend or fee to be provided to the contractor upon submission of the bid. If this is the case, it is very important that you be explicit in what must be submitted to receive this fee. This is defined in Proposal Contents.

Finally, this section explains that the awarded bid is not necessarily the final bid. As you might expect, one often chooses a bidder whose bid is higher than the budget. This means that there may be some negotiation until the final number is reached.

Hard Lesson

The final section outlines a lesson learned. Contractors may want to increase fees for work done before a contract is signed. Obviously if that is not known to you, and for whatever reason you

cannot agree on a contract, you may find that you spent more money than you thought on some early preparatory work.

Form of Contract

Enclosed with this Request for Proposal is a copy of NAME's form of contract. NAME expects to enter into a contract with the successful bidder on the basis of this form of contract.

Contracts MUST indicate any issue with the contract with their bid submissions.

The submission of a proposal implies an acceptance of determining final scope amounts and general acceptance on the part of the bidder of the terms of this form of contract, and especially of those parts establishing warranties, guarantees and NAME's rights to intellectual property. In addition, all aspects of the proposed work must comply with NAME Interior Construction, Exhibit Fabrication Specifications, Design Guidelines and Text Writing Standards ("Standards") and NAME Multimedia Standards.

Form of Contract

Hard Lesson

This section is entirely a series of hard lessons. First and foremost, make sure all parties internal to the organization have signed off on your form of contract, i.e., "the boiler plate." Contractors do not like seeing one form of contract in the RFP and another when they are awarded the work or have perhaps already started the work. Secondly, getting comments from the bidder

“... museums have a reputation of conducting long contract negotiations. It would be good to shed that image.”

before is an important step because having this done beforehand will shorten the contract negotiation time. Meanwhile, museums have a reputation of conducting long contract negotiations. It would be good to shed that image.

Owner's Liquidated Damages

The Vendor agrees that the completion of the Work is an essential element of this RFP and that if the Vendor fails to complete the Work within the time specified and agreed upon by both parties, NAME will be damaged thereby; and because of the difficulty of ascertaining and proving the exact amount of NAME's damages, inclusive of expenses for inspection, superintendence, and necessary traveling expenses, it is hereby agreed that the sum of \$x,xxx.00 shall be owed by Contractor as liquidated damages, and not as a penalty, for every calendar day of delay in finishing the Work beyond the completion date agreed to in connection with parties' fixing of the Vendor's Final Scope; and the Vendor hereby agrees that such sum shall be deducted from monies due the Vendor or if no money is due the Vendor, the Vendor agrees to pay such liquidated damages to NAME.

Owner's Liquidated Damages

For most of us it's a really big deal that the project is done on time. Funders, Museum Presidents, Board Members and revenue projections all rely on this date. This section is here to protect the institution on this matter. The details of this condition are really hammered out in the contract.

Project Completion

The Project is to be completed on or before 01 November 2007.

Questions

ALL QUESTIONS MUST BE SUBMITTED
BY 1 October 2006 12:00 NOON

No interpretation of the meaning of the Bid Documents (drawings, specifications, et. al.) will be made to any bidder. Questions may be submitted, in written form, to Mr. Wayne LaBar at the address given above or emailed to wlabar@lsc.org. Questions will be answered by the appropriate individuals and answered within 2 business days via email with a return reply acknowledging receipt of the email requested. Questions and answers will be shared with all bidders. The sole exception shall be addenda, withdrawing the request for bids or one extending the bid due date.

Project Completion and Questions

Obviously, you want the bidders to know the due date of the work.

In addition, setting a deadline and establishing a standard way of asking questions about the bid are important for everyone's sanity. Making sure you share all answers with all bidders is critical in order to compare "apples to apples" at the end.

Proposal Contents

Proposals, together with letters of transmittal, should include the bidder's description of the work that would be performed and the following information:

- Describe the level work of work to be

“Setting a deadline and establishing a standard way of asking questions about the bid are important for everyone’s sanity.”

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performed for each article(s).

- The team of people who would execute the work, with descriptions of the experiences and skills of each and his/her role in the bidder’s firm and in the team.
- Names, addresses and descriptions of key subcontractors which your firm would employ and a description of their relevant experience and past performance.
- Any subcontractors must be identified in the bid. NAME must know if work is being done outside of the firm. Please see the contract on details of subcontractors. Please remember that after contract signing, NAME reserves the right to approve all subcontractors that were not approved during the RFP process. Denial of a subcontractor by NAME will NOT absolve the bidder from getting the work done for the contracted price.
- The name of the person in your firm who would be the official contact person for any contractual relationship.
- At least two comparable previous projects in which the bidder has engaged, with names and telephone numbers of contacts with whom the bidder’s previous performance can be discussed.
- Examples from past projects that reflect the deliverables and scope that are listed in the scope of work.
- A management plan for the work.
- A schedule for the work, including the range

of start dates to which your firm is prepared to commit and anticipated completion dates. This schedule should work within the timeframes outlined by NAME. Any conflict in the two should be described. The schedule should include a list of all anticipated meetings with NAME and their locations.

- Proof of insurance and bonding.
- Completed Bid Sheets.

Proposal Contents

This section is really the heart of the matter, where the firm describes why we should choose them and how much it will cost. It focuses on the following elements:

- *What will you do?*
- *Who will do the work?*
- *With whom are you teaming up?*
- *Who will be the point person?*
- *What have you done in the past that you feel makes you qualified for this work?*
- *How will you manage the project?*
- *How will you schedule the work?*
- *Can you meet the liability requirements?*
- *How much will it cost?*

If you are asking for design work as part of the RFP, this is where you would give a detailed description of the material needed.

Hard Lesson

Be advised that you may be required—through the funding or legal requirements of your institution—to request bonding. A bond is issued to protect the institution in case a contractor cannot perform. Be aware that the costs for these will probably be passed straight on to the institution, and you need to budget for this. Finally, creative services such as design, writing and multimedia production have difficulty attaining bonds, since they have little in the way of capital to underwrite one.

Proposed Scope of Work

All proposals must account for the following scope of work for the elements of the articles described in the Scopes of Work section of the drawings and descriptions listed under the headers, “Writer.” If the offeror recommends additional scope, substitutions and/or value engineering alternatives, it should be clearly described in full with the reasons for the alternative and a separate pricing for its inclusion. The accompanying drawings and NAME standards provide the details on many points of the work listed below. All work must comply with NAME standards.

Sections:

- Design (not applicable)
- Engineering/Permitting (not applicable)
- Drawings (not applicable)
- Equipment (not applicable)
- Prototyping (not applicable)
- Equipment Selection (not applicable)
- Construction (not applicable)
- Shipping (not applicable)
- Installation (not applicable)
- Power and Data (not applicable)
- Warranty (not applicable)
- Service Agreement (not applicable)

- Bonding (not applicable)
- Insurance (not applicable)
- On Site Regulations: unions, minority-owned business (not applicable)

Proposed Scope of Work

This section, which I have shortened in the RFP (since most of it is not applicable), details the work that the bidder must perform.

Accompanying the section is a list of all drawings and descriptions that specify the scope of work for an exhibit. Each section as noted below details particular roles the bidder plays in each area.

For those like On Site Regulations, Insurance and Bonding, there are rules or regulations with which bidders must comply. Although these are usually listed in the contract template supplied with the RFP, it is good to reiterate them here, as it draws special attention to them. Many a job has gone awry when an awarded bidder finds out—late—that a job site is union. They will be passing those costs that will not have been budgeted on to you.

Ownership

Any and all drawings, specifications, studies, electronic data, estimates, inventions, discoveries, improvements, concepts, enhancements, and ideas or any portion thereof that the may conceive, make, invent or suggest, either solely or jointly with NAME or any other person or persons, at any time during the provision of the Services, whether at the request or upon the suggestion of NAME estimates, invention, discovery, improvement, concept, enhancement, idea, program or portion thereof and any and all derivative works created or prepared from the foregoing

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being hereinafter referred to as "Work Product") shall fully, freely and immediately be communicated by Contractor to NAME and shall belong to and be NAME's sole and exclusive property. Without limiting any other provision of this Agreement, any Work Product qualifying for protection under the copyright laws of the United States shall be considered "works made for hire" under such copyright laws, and shall be the sole and exclusive property of NAME.

Ownership

This final section can be one of the stickiest. It is good to hear from bidders up front about any issues they have with it. Depending on the field to which you are submitting an RFP, you will encounter different issues. For most design RFPs, this is not a concern, as you are requesting bids for a design that you are to own. However, in multimedia production, firms do use software, techniques or code that they have created for other projects. Owning this as a client won't work. Rule of thumb is to work with your contractor and come to a mutual understanding.

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Whew! That was some piece of work, but now I am ready for any request I receive from someone who wants to write an article. All I need do is dash off my trusty RFP and wait for all those eager authors to pen a response back. Perhaps I could write an RFP for someone to do my work in the office. Hmmm.... I see a trend here! ☀