

COVER PAGE

REQUEST FOR QUOTATION
09-Q-JW-016
“ART CURATOR CONSULTANT SERVICES”

COMPANY NAME: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

SIGNATURE: _____

TITLE: _____

DATE: _____



WALTER E. WASHINGTON
CONVENTION CENTER

June 16, 2009

RE: Request for Quotation (RFQ) # **09-Q-JW-016**

Dear Quoters:

This is an invitation for you to submit a quotation to provide services of Art Curator to the Washington Convention Center Authority (WCCA), as specified in the attached RFQ, signed by an official authorized to bind your company and specifically stating that its terms are valid for a period of ninety (90) days from date of submission. Your quotation shall be in accordance with the attached Statement of Work.

This Request for Quotation (RFQ) is designated for certified Small Business Enterprise (SBE) Offerors only under the provisions of “The Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”(the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005. An SBE must be certified as small in order to be eligible to submit a bid in response to this solicitation.

The quote shall be submitted to the Office of Contracts and Procurement at WCCA no later than 12 noon EST, Thursday July 16, 2009. The quote shall include an original and three (3) copies.

The quote must be signed by an official authorized to bind the company. The quote must state that the terms of the quote are valid for a period of thirty (90) days from date of quote. Submit quotes to Walter E. Washington Convention Center, Attn: Sean K. Mitchell, Contracts, Office of Contracts and Procurement Services, 801 Mount Vernon PL., NW, Washington, DC 20001. Hours of operation for this office are 8:30 am to 5:30 pm, Monday thru Friday (excluding

holidays). Should you have any questions, please contact me at (202) 249-3027 or Smitchell@dcconvention.com.

Sincerely,

Sean K. Mitchell
Contracts

**REQUEST FOR QUOTATION
09-Q- JW -016
“Art Curator”**

A. Statement of Work

A.1 Service Requirement

The Washington Convention Center Authority (WCCA) seeks a qualified Art Curator Consultant to manage and curate the Public Art Collection. WCCA intends to award a contract to a Consultant uniquely qualified in the management of large scale public art collections including overseeing conservation, cleaning and restoration work, conducting monthly inspections, appraisals, loans and licensing agreements and guided tours.

The Consultant shall be responsible for establishing a maintenance schedule and overseeing the work of a Conservator(s) to be engaged by WCCA under a separate contract. The Art Curator shall be responsible for managing the Art Collection, conducting tours and planning and scheduling all cleaning, conservation, and/or restoration work required to maintain the Art Collection.

The art collection brochure is in Adobe Acrobat format and can be viewed by following the link provided: <http://pennquarter.dconvention.com/contracts/art.pdf>

- **Appendix 1: The Art Collection brochure** in Adobe Acrobat Reader listing the artwork by location, artist name, including floor plans and building information.

A pre-proposal conference has not been scheduled for this requirement.

The contractor is responsible for providing all labor, supervision, materials, equipment & supplies.

A.2 Art Collection Overview

The WCCA art installation is the largest permanent public Art Collection in the District of Columbia and is the largest Art Collection in a U.S. Convention Center. With over 135 works, the \$5 million Collection features an array of paintings, sculptures, photographs and works on paper. Over half of the artists represented are from the Washington, D.C. metropolitan area.

This diverse Collection is located throughout the Convention Center at central axis points, public lobbies and corridors. It highlights renowned artists to include Sol LeWitt, Donald Lipski, Costas Varatosos, Larry Kirkland, Sam Gilliam and Kendal Buster.

B. Art Collection Statistics

Project Profile

Site Specific Commissions	21
Purchases	115
Total Artworks	136
Total Artists	105
Collection Value (Approx.)	\$5,000,000

Collection Profile

DC Artists	52%
Regional Artists (including DC)	68%
International Artists	13%
Foreign Born Artists	27%

Media Profile

Sculptures	32
Paintings	55
Works on Paper	29
Photographs	20

C. Scope of Services

- C.1 The Consultant shall conduct monthly inspections of the Artwork, maintain up-to-date collection records, conduct scheduled art tours, schedule the Conservator(s) and oversee the cleaning, maintenance, conservation and occasional restoration services for the WCCA Art Collection. The Consultant shall also be responsible for the overall care to ensure that the Collection is maintained in a safe and professional manner. It is anticipated that each piece in the Collection shall be cleaned every 12-18 months with the exception of glazed and framed art works.
- C.2 The Collection is located throughout the 2.3 million square foot facility and all services must be performed on site. All work must be scheduled and performed during down-time and slow periods of business so as not to interfere with ongoing weeks events and/or operations.
- C.3 The Consultant shall perform routine inspections of the WCCA Art Collection (Collection) for maintenance once per month.
- C.4 The Consultant shall provide a routine inspection schedule to the COTR for review and approval five (5) days after the award of the contract.
- C.5 The Consultant shall provide WCCA a written report two (2) days after each inspection detailing the portions of the Collection inspected and any actions recommended to be taken. Additional inspections shall be performed at the

- request of WCCA by providing the Consultant ten (10) days written advance notice prior to the required inspections date (s).
- C.6 The Consultant shall submit cleaning, conservation and/or restoration service requests to the Conservator. The Consultant shall examine and approve Conservator's written estimates for any cleaning, conservation and/or restoration service recommended to WCCA in advance of the COTR and provide written acceptance or non-acceptance to both the Conservator and the COTR. COTR shall have final approval on all estimates for any cleaning or restoration services.
- C.7 The Consultant shall review Conservator and invoices in advance of the COTR and provide written recommendation of acceptance to COTR. COTR shall have final approval on all estimates for any cleaning or restoration services.
- C.8 The Consultant shall supervise all cleaning, maintenance, and restoration of all Art Works.
- C.9 The Contractor shall provide WCCA with bi-annual projections detailing what cleaning, conservation, or restoration is recommended on the collection and shall detail the essential and potential requirements in completing the work. The quarterly report shall include:
- a. A project list of all artwork recommended for cleaning, conservation and/or restoration work;
 - b. Proposed dates and duration on how long it should take for cleaning, conservation and/or restoration work; and
 - c. Detail of the "working areas" required; and
 - d. Detail of equipment use requirements (such as lifts)
 - e. Informal estimates
 - f. WCCA shall evaluate the exhibition calendar for dates when the requested working areas shall be available for such projects. Contractor shall then schedule projects to conform to WCCA's schedule.
- C.10 The Consultant shall coordinate actual work to be performed by the Conservator with WCCA.
- C.11 The Consultant shall inspect and certify the results of all cleaning, conservation, maintenance, and restoration projects and properly document all activity.
- C.12 The Consultant shall provide WCCA with a minimum of four (4) months notice of any complex/intensive (major) and with a minimum two (2) months notice of any general (minor) cleaning, conservations, or restoration schedule that has to be done and shall detail the essential and potential requirements in completing the work. The notice shall include at a minimum:

- A Project List of all artwork recommended for cleaning, conservation and/or restoration work;
 - Proposed dates and times for the cleaning, conservation and/or restoration;
 - Detail of the “working areas” required; and
 - Detail of equipment requirements (such as lifts).
- C.13 The Consultant shall oversee, if directed by the WCCA, any building maintenance or renovation performed in the immediate proximity to the Collection.
- C.14 The Consultant shall obtain appraisals of the Collection on an annual basis and provide the COTR and WCCA with a summary report of the updated values for WCCA’s insurance carriers.
- C.15 The Consultants shall on an annual basis, advise COTR of any individual artwork that has had a change of value greater than twenty-five percent (25%).
- C.16 The Consultant shall maintain up to date Collection records including artist biographies and photographs for insurance and public relations purposes.
- C.17 The Consultant shall, as requested by WCCA, conduct art tours at times to be mutually agreed upon by the COTR and Consultant.
- C.18 The Consultant shall, as request by WCCA, advice staff concerning needed protection of the Collection during selected events.
- C.19 The Consultant shall, as requested by WCCA, assist in public relations associated with the Collection including but not limited to inquiries from media, design of written or web-based material. Additionally, the Consultant shall be available on an as-needed-basis for any other questions or needs of WCCA concerning the Collection.
- C.20 The Consultant shall review and recommend loan and publication requests of the Collection.
- C.21 The Consultant shall provide additional services from time to time to meet the WCCA’s Art Program requirements. Additional services are those items, services and products not specifically included in this solicitation, but which are associated with the requirements of this solicitation may be required during the term of this contract.

D. Schedule of Work

It is anticipated that the work to be performed hereunder shall occur during down-time and slow periods of business so not to interfere with the Convention Center events and/or operations. However, some work may necessitate being performed while the Convention Center is hosting its full schedule of events, including local, national and international tradeshows, conventions, meetings, banquets and ticketed public events. WCCA will attempt to avoid this situation unless it is critical to perform the services; ie art piece damage and is creating a safety hazard. At all times, the Consultant, the Consultant’s employees and/or subcontractors, the Conservator(s), Conservator’s employees and subcontractors shall:

- Comply with WCCA’s “Rules of the Jobsite for Contractors”, attached for reference as Attachment J.1.8.
- Anticipate performing work in the evenings and/or on weekends, as necessary.
- Make appropriate provisions to minimize noise and dust and to centralize work, storage and staging areas.
- Ensure that all of its subordinate staff, and subordinate contractor staff, remain within assigned work areas so as not to encroach upon the WCCA clients’ right to peaceably conduct their licensed business during the work.
- Work in conjunction with WCCA and the Conservator to coordinate all work, delivery and storage of materials and equipment. Work may occur in several areas simultaneously.

E. DELIVERABLES OR PERFORMANCE

- E.1 The Consultant shall provide, at a minimum, the deliverables set forth in the table below. Additionally, upon request, the Consultant shall provide other reports which may be presented to the Board of Directors, or the Council of the District of Columbia. The number of copies of the other reports will be Determined at the time of the request by WCCA.
- E.2 The base term of the contract shall be for the balance of the current WEWCCA fiscal year from date of award. The WCCA fiscal year ends on September 30.

TABLE A

DELIVERABLE	QUANTITY	FORMAT/METHOD OF DELIVERY	DUE DATE	TO WHOM
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Routine Inspection Schedule (C.9)	One original and one electronic (PDF) file	Mail or Hand Delivery (e-mail for electronic)	5 days after the award of Contract	COTR
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DELIVERABLE	QUANTITY	FORMAT/METHOD OF DELIVERY	DUE DATE	TO WHOM
Inspection Reports (C.5)	One original and one electronic (PDF) file	Mail or Hand Delivery (e-mail for electronic)	Two (2) days after scheduled inspection	COTR
Inventory/Inspection (Section C)	One original and one electronic (PDF) file	Mail or Hand Delivery (e-mail for electronic)	Five (5) days after award of contract	COTR
Report of Written Estimates for Cleaning Conservation and /or restoration services (section C.5)Quarterly to Support Bi-Annual projection List (Section C.5)	One original, one copy and one electronic (PDF) file)	Mail or Hand Delivery (e-mail for electronic)	TBD	COTR
Bi-Annual projection list: Project list of artwork, receiving cleaning, conservation and/or restoration services (Section C)	One original, one copy and one electronic (PDF) file)	Mail or Hand Delivery (e-mail for electronic)	Ten (10) Days After inventory inspection	COTR
Appraisals of the Collection (Section C)	One original, one copy and one electronic (PDF) file)	Mail or Hand Delivery (e-mail for electronic)	TBD	COTR

Payment Requests (Section C)	Three originals and electronic (PDF) files	Mail or Hand Delivery (e-mail for electronic)	TDB	COTR
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F. Performance

F.1 WCCA desires to obtain complete and satisfactory performance in accordance with the specifications and requirements in the Contract. To this end, WEWCCA is contracting for the complete performance of services identified herein. WEWCCA reserves the right to assess deductions for nonperformance. WEWCCA shall consider inadequate performance to be as undesirable as non-performance, as the cost of correcting inadequate performance may equal or exceed the cost of initial poor performance.

F.2 The average daily rate calculated from the fixed-price amount for the services of the Consultant as set forth in the Contract shall be used to calculate deductions. This rate shall be multiplied by the number of productive and administrative days needed by WCCA to complete the task as determined by the COTR.

F.3 The Consultant may risk termination or replacement if continued employment is contrary to a consistent productive relationship between the parties to the Contract; or poses an unacceptable risk to the Art Collection.

F.4 If at any time WCCA finds that the key individual(s) assigned to the Contract are unsatisfactory for the performance of the Consultant obligations hereunder, and such causes and reasons for such belief are reasonable and reported in writing to the Consultant by WCCA, the Consultant shall, within ten (10) days, replace such key individual with a key individual who is satisfactory to WCCA. WCCA may, at its sole discretion, extend the period to correct by written notification to the Consultant. If, at any time, the key individual(s) desires to leave his/her employment, the replacement key individuals must be approved in writing by WCCA and the individual(s) shall have the requisite background to ensure that he/she is prepared and competent to assume the remaining responsibilities.

G. QUALIFICATIONS OF CONSERVATOR

To be considered for this award, the Offeror(s) shall demonstrate significant experience and provide evidence of similar work in providing Art Curator Consultant Services for other convention centers or large public facilities.

Additionally, the Offeror(s) shall meet the following minimum qualifications:

- Must have a minimum of five (5) years professional experience as an Art Curator.

- Must have a degree in Art, Art History, Art Conservation or other related degree.
- Must demonstrate evidence of knowledge of local art resources and specialists.
- Must demonstrate evidence of active membership in associated professional societies such as AAMC , CAA, or more specialized learned societies.

The Consultant shall comply with any and all applicable District of Columbia, State, and federal licensing, accreditation, registration requirements and standards and laws necessary for performance of the contract.

H. CONTRACTOR FURNISHED EQUIPMENT

The Consultant shall ensure that all equipment and material furnished by the conservators is maintained and in acceptable condition necessary to perform the work required. The Consultant shall ensure that the Conservator(s) is solely responsible for the quality and performance of all contractor-provided materials and equipment used in performance of the Contract.

I. Inspection and Acceptance

The inspection and acceptance requirements for the resultant contract shall be governed by clause number 1.10, Inspection of Services, of WCCA’s Standard Contract Provisions (SCPs) date May 2006. A copy of WCCA’s SCPs may be downloaded from WCCA’s website at http://www/dcconvention.com/community/business_current.asp.

J. Cost

K. EVALUATION OF RESPONSES

K.1 Selection Criteria

WCCA will make the award based on the contractor’s response which conforms to the solicitation and is most advantageous to WCCA, when cost or price, and technical factors. For this solicitation, technical quality is more important than cost or price. As responses become more equal in their technical merit, the evaluated cost or price becomes more important.

L. TERMS AND CONDITIONS

L.1 Insurance Requirement

- L.1.2 Commercial General Liability Insurance-The Contractor shall secure and maintain during the Contract period Commercial General Liability insurance with limits of not less than one (1) million dollars(\$1,000,000.00) per occurrence and in the aggregate. The Commercial General Liability coverage must be extended to include owners, employees and contractors protective liability. The coverage should also include all premises and product operations, personal and advertising injury and contractual liability.
- L.1.3 Worker's Compensation Insurance-The Contractor shall secure and maintain during the Contract period all Worker's Compensation insurance required by the District of Columbia Government law for all employees, and its employees involved in the Contract, without exclusion of any class of employee.
- L.1.4 Upon execution of this Contract, the Contractor shall provide Certificates of Insurance to WCCA for review and approval. All insurance policies and Certificates described herein shall state that WCCA, its Board of Directors, employees and officers, are named as additional insured.
- L.1.5 Notice- The Contractor shall immediately report in writing to the WCCA's Director of Contracts and Procurement any incident which might reasonably be expected to result in any claim under any of the coverage's mentioned herein. Contractor agrees to cooperate with WCCA in promptly releasing information as to the disposition of any claims, including a resume of claims experience relating to WCCA

L.2 Term of Contract – The base term of the contract shall be from the date of award to September 30, 2009.

L.3 Option To Extend The Term Of The Contract

WCCA may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written modification to the Contractor before the expiration of the contract; provided that WCCA will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit WCCA to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

L.3.1 If WCCA exercises this option, the extended contract shall be considered to include this option provision.

L.3.2 The price for the option period shall be as specified in the contract.

L.4 Applicability of Standard Contract Provisions

WCCA Standard Contract Provisions (SCP) dated May, 2006, is incorporated by reference from this solicitation and any resulting contract. A copy of WCCA's SCP may be downloaded from WCCA's website at http://www.dccconvention.com/business_current.aspx

M.5 Incorporated Attachment

The W 9 Form located at

http://www.dccconvention.com/business_current.aspx shall be completed and incorporated with the offer.

M.6 Local, Disadvantaged Businesses, Businesses Operating In an Enterprise Zone, Or Resident Business Ownership

Quoters submitting evidence that they are certified as small, local, disadvantaged, operating in an enterprise zone or having resident business ownership shall receive:

- (a) A three (3%) percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the District of Columbia Small and Local Business Opportunity Commission (SLBOC) or the D.C. Department of Small and Local Business Development (DSLBD), as applicable,
- (b) A five (5%) percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable,
- (c) A ten (10%) percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable,
- (d) A two (2%) percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable,
- (e) A two (2%) percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its

principal office located in an enterprise zone and certified by the SLBOC or the DSLBD, as applicable, and

- (f) A two (2%) percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.
- (g) Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

N. INSTRUCTIONS

N.1 Proposal Form, Organization and Content

N.1.2 One (1) original and three (3) copies of the written quotation be submitted may be submitted in a sealed envelope conspicuously marked with the following: “Proposal in Response to RFQ No. 09-Q-JW-016, *ART CURATOR CONSULTANT SERVICES*”.

N.1.3 Offerors are directed to the specific proposal evaluation criteria found in Section K of this requirement. The Offeror shall respond to each factor below. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of the services required hereunder. The information requested below shall facilitate source selection for all proposals. The response must contain sufficient detail to provide a clear and concise representation of the requirements of Section C above.

N.1.4 The following items are required in each Technical Proposal:

N.1.5 Offeror Profile (Tab 1)

- (1) Offeror name, business address, telephone and fax number;
- (2) Year established (including former Offeror names and year(s) established, if applicable);
- (3) Type of Ownership (i.e. corporate, partnership, etc.);
- (4) A statement as to whether the Offeror is licensed to do business in the District of Columbia and possesses the necessary professional licenses to perform the service;
- (5) The Primary Contact’s name, mailing address, e-mail address and telephone number;
- (6) Five professional references;
- (7) Full disclosure of any existing condition or interest which might conflict with the interest, operation or reputation of WCCA;
- (8) A description of the specialized experience of the Offeror, and its current personnel with respect to providing art curator services;

- (9) If a joint venture is contemplated, statements containing the same information as requested above for each joint venture firm; and
- (10) If applicable, the Consultant shall include their LSDBE certification (letter) with their proposal.

N.2 Company's Qualifications, Experience, Key Personnel and References – (Tab 2)

WCCA considers the positions of the Art Curator and certain other professional personnel to be key personnel for the Contract. The Offeror shall set forth in its names and reporting relationships of all key personnel the Offeror will use to perform the work under the Contract. All resumes for key staff shall be included. The experience of the key personnel shall include at a minimum:

- the length of professional experience
- scope of practice;
- involvement in Art Curator organizations; and
- References and detailed description of similar projects.

The hours that each will devote to the Contract shall be provided in total and broken down by task.

N.3 Experience and References (Tab 3)

Please provide:

- A. The name, addresses and phone numbers of the five (5) references, who have used the Offeror's services for similar types of work within the last three (3) years and who can validate the Offeror's ability to successfully perform the work;
- B. An overview of Offeror's business and its qualifications to perform the work contemplated hereunder;
- C. Evidence that a significant proportion of the primary business activity of the Offeror is within the Art Curator field;
- D. Documentation validating that the Art Curator has a degree in Art, Art History, Art Conservation or other related degree;
- E. All resumes, valid certifications, and professional affiliations for all staff who will be assigned to the project;
- F. The name of the key personnel to be assigned to accomplish the Scope of Work contemplated hereunder; and
- G. Evidence of the Project Manager's extensive experience with similar type of projects.

Sean K. Mitchell, Specialist

Contracts and Procurement Services

Washington Convention Center Authority
801 Mount Vernon Place, NW
Washington, DC 20001
Phone: 202-249-3027
Fax: 202-249-3114
E-Mail: Smitchell@dcconvention.com

F.2 Submission Date and Time

Quotations must be submitted no later than 12:00 p.m. EST, Friday, July 16, 2009 to Mr. Sean K. Mitchell, Contracts and Procurement 801 Mount Vernon Place, NW Washington, D.C. 20001.