1. Introduction

Winterthur Museum, located six miles north of Wilmington, Delaware, is a museum of American decorative arts, with collections spanning the period from 1640 to 1860. The collections consist of more than 90,000 objects housed in a museum of 175 period rooms and six galleries, and over 500,000 library and manuscript collections stored in the Library. The museum and grounds are available for tours year-round; special exhibitions and educational programs such as symposiums, lectures, seminars, and workshops are also offered to the public.

With this document, Winterthur is releasing a Request for Proposal with Cost Estimates for services for the development and installation of an interactive computer experience that will be located in an exhibition that will open in mid-February 2005, and which will be available to institutions who borrow this exhibition when it closes at Winterthur in May 2005.
2. *The Purpose of this RFP*

We anticipate that this computer interactive will be an integral part of our visitors’ experience while they are in the exhibition.

3. *Nature of the computer interactive*

The computer interactive will accompany the Winterthur-developed exhibition *Made In China*. *Made In China* tells the story of Chinese Export Porcelain. The exhibition explores four themes: 1) What is porcelain?; 2) How the China Trade brought goods to the West; 3) How porcelain was used in Europe and America; and 4) European design influence on Chinese porcelain production.

A. *The activity*

Visitors to the “Dining” section of the *Made In China* exhibition will have the opportunity to see examples of Chinese Export Porcelain plates. Adjacent to the wall case will be an interactive computer kiosk that will encourage visitors of all ages to “design their own Chinese Export Porcelain plate”.

B. *Goal of the interactive*

We hope to heighten visitor awareness that even without the use of modern communication tools, wealthy customers of the 18th century had the opportunity to purchase customized porcelain from China.

C. *Draft approach*

Upon seeing a short “attract” screen that explains the activity, visitors should be able to proceed through the following steps. Interpretive text will be incorporated into the interactive experience at points in the process we identify as appropriate.

1) Choose from among a maximum of 15 border designs, reflecting the three major color palettes of Chinese Porcelain (blue and white, famille rose, famille verte)

2) Choose or create a central design.
   
   a. Visitor can fill in their monogram.
   b. Visitor creates own coat of arms

N.B. Under option “b,” the following steps should be offered:

1) Choose from among 3 shields, based on societal status (e.g. Single man, single woman, married couple.)
2) Choose from among 3 options for “supporters”
3) Choose from among 3 mottos
D. Winterthur deliverables

1. Supply all photography in digital format based on specifications provided by winning bidder

2. Write and copy-edit all text and deliver to winner bidder on disk, in Word for Windows

4. General Information and Request for Proposal Specifics

With this document, Winterthur is releasing a Request for Proposal with Cost Estimates for the development, production, and installation of a computer interactive as described above. We are not currently utilizing any computer interactives, and do not have access to touch screens or other hardware in-house.

Please note that funding for this project is in place. We have projected that the budget for this project should fall within the $35,000 to $42,000 range, which must include all development fees, reimbursable expenses, production fees, and hardware. The design and fabrication allowance of the kiosk that will house the hardware for the interactive component are not included in this solicitation, however, all information and specifications needed for the purchase of the equipment and the subsequent design of this kiosk are included in this proposal. Purchase of the equipment by the successful bidder will be considered if part of the submission estimates. **The costs for the equipment are part of the total range listed above.** Winterthur retains all warranties for all hardware purchased, as well as all rights to the completed interactive experience.

This RFP should include proposals and cost estimates for the following services:

1. Complete development and production services for the interactive software component described within this RFP, including set review meetings with Winterthur staff as the software is developed

2. Identification and purchase of hardware needed for visitor access to the interactive

3. Consultation regarding the design of the kiosk that will house the interactive

4. Installation and testing of the interactive on-site at Winterthur no later than **February 4, 2005**

In addition, the RFP should include the following:

5. Detailed cost estimates for the work as described in this RFP

6. Detailed timeline, indicating project kick-off meeting at Winterthur, periodic reviews, testing, and installation on-site
7. No less than four references who can address your organization's responsibilities for work of similar size and scope.

8. Pertinent examples of similar work. Please note: we do not have access to touch screen technology at the present time.

9. Resumes of your organization's key staff, indicating staff members who would be specifically assigned to the Winterthur project.

10. A list of your firm’s current activities (including size and scope of projects currently underway or pending) and schedule of commitments for the time period under consideration.

11. Three copies of the completed RFPs must be submitted to Winterthur no later than the close of business (4:30 pm) on **Friday, October 1, 2004**, with notification of the selection of the successful firm by **October 12, 2004**. Proposals may be sent via USPS, Federal Express or UPS. Please note that the Post Office at Winterthur, which receives all packages designated for staff, closes at 3:30 Monday through Friday, and packages arriving after that time will not reach staff until the next regular business day.

Successful bidders must also be able to conform to the **Winterthur Contractor General Conditions**, which are attached for your review.

All communication regarding this solicitation should be directed to **Felice Jo Lamden**, Director of Exhibitions, Winterthur Museum, Rt. 52, Kennett Pike, Winterthur, Delaware 19735, 302-888-4603 (phone), 302-888-4700 (fax), flamen@winterthur.org (e-mail). **Questions regarding any part of this solicitation should be sent to Felice Jo Lamden via e-mail so that answers can be shared with all RFP recipients.**

Winterthur reserves the right to not award this solicitation.
Winterthur Contractor General Conditions

The following conditions apply to all contractors, and subcontractors, providing services to Winterthur.

1. **Warranty**: Contractor warrants that work will be of good quality, free from improper workmanship and defective materials and in conformance with all drawings and specifications; that work will be completed in a prompt and timely manner in accordance with the agreed upon schedule. The Contractor warrants that the work shall be executed by qualified and efficient workers, in strict conformance with industry/trade practices. Materials used to complete the contracted services must be adequate for the purpose intended and must not create unsafe conditions or violate the requirements of applicable codes. Contractor will provide three (3) sets of related drawings/diagrams/operating instructions for Winterthur records at completion of each installation.

2. **Schedule**: Contractor will diligently perform the work in accordance with the schedule stated, so as not to cause any delays or interference with the completion of service. If the work is not timely performed, the contractor agrees, upon three (3) days written notice from Winterthur and without additional cost to Winterthur, to provide the necessary personnel and supply such equipment, materials, overtime work, workers, and other devices as may be necessary to regain the schedule. Contractor acknowledges that Winterthur may adjust the schedule from time to time as may be required to meet changing conditions. If this causes any economic burden to the Contractor, an adjustment and/or compensation may be needed.

3. **Safety**: Contractor acknowledges its responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, as described in the Winterthur contractor safety guidelines (attached).

4. **Access/Storage**: Winterthur shall allow full access to the facilities covered under this contract and shall provide safe working conditions in and around the work area. Contractor and its employees shall have the right to use only those facilities of Winterthur necessary to perform services under the agreement. If access is needed to restricted areas, an escort will be required at all times. Winterthur agrees to provide adequate and secure storage space for contractors and subcontractors convenience in storing its equipment, tools, materials, supplies, and other personal property. However, Winterthur assumes no responsibility for the loss, theft, mysterious disappearance of, or damage to, any such items so stored.

5. **Subcontractors**: The contractor shall list subcontractors/organizations/persons who are to furnish labor, materials, or equipment as required by the proposal. Contractor shall establish the capability and experience of all proposed subcontractors. Subcontracting any portion of a project without prior written permission from an authorized representative of Winterthur will not be permitted. Subcontractors shall also follow the same established guidelines.
6. **Liens**: Contractor shall at all times keep Winterthur free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services by contractor pursuant to the terms of the agreement.

7. **Labor Relations**: Contractor agrees to take immediate and reasonable steps to maintain its provision of service under this agreement in the event of any labor action that involves its employees.

8. **Force Majeure**: The parties agree that if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of this agreement.

9. **Indemnification**: Contractor and his subcontractors agree to indemnify and hold harmless Winterthur and its offices and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney fees, arising out of contractors performance under this agreement or as a consequence of the existence of this agreement. Accordingly, Winterthur shall notify contractor promptly in writing of any claim/action brought against Winterthur in connection with this agreement. On such notification, Contractor shall promptly take over and defend any such claim/action. Winterthur shall have the right and option to be represented in any such claim/action at its own expense.

10. **Insurance**: Contractor and his subcontractors shall provide a certificate of insurance, favoring Winterthur, to be maintained in force at all times during the terms of the agreement. The insurance requirements are:

    1. $1 million single limit bodily injury and property damage liability
    2. $500,000 single limit bodily injury & property damage auto liability
    3. Standard workman’s compensation (as required)
    4. Winterthur shall be named as additional insured on certificate

11. **Non-discrimination**: Contractor/vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

12. **Changes**: This agreement shall not be modified, altered, or changed except by mutual agreement between both the Contractor and Winterthur’s Project Manager. If the value is under $50,000, the Director of Finance must authorize; over $50,000, the Chief Financial Officer must authorize. Both parties must confirm the alteration at least 10 days in advance in writing.

13. **Miscellaneous Provisions**: This agreement constitutes the entire agreement between the parties with respect to the matters covered and supersedes all prior written or oral understandings or agreements. Failure by Winterthur to insist on strict compliance with any terms of this agreement shall not result in a waiver of modifications of said terms. The agreement shall be governed by the laws of the state of Delaware.
14. **Special Notation**: This project may be subsidized with federal monies. The vendor shall comply with all federal laws, regulations and policies. Vendor shall maintain books, records, documents and other evidence. These records must be made accessible to the appropriate authorities if deemed necessary.

Contractor’s signature________________________________________________________

Contractor’s address__________________________________________________________

Date:  ____________________________________

Revised jmp03/26/02
Winterthur

CONTRACTOR SAFETY * JOB SITE GUIDELINES

- Winterthur Project: ____________________________________________
- Project Manager: ________________________________ Phone: ___________
- Other Site Contact: _______________________________ Phone: ___________
- Parking Location: ____________________________________________

General Safety Rules and Regulations

Contractors are responsible for seeing that the safety equipment requirements of the Occupational Safety and Health Administration (OSHA), the National Fire Protection Association (NFPA), the Buildings Officials Code Administrators (BOCA), and the American National Standards Institute (ANSI) are carried out. Winterthur has established further guidelines. Among them are:

1. **Injuries** – contractors must report any accident or situation that results in personal injury or damage to property. No matter how slight, the accident must be reported to Dispatch. **THE EMERGENCY TELEPHONE NUMBER IS 4911.** Report immediately any condition or practice you think might cause injury or damage.

2. **Fire** – contractors using open flame, welding, soldering, etc., or any use of heat producing appliances, must notify Dispatch (888.4911) and fill out a hot work permit before doing any said work. Also, permission must be obtained to block open or disable any fire doors, any holes through fire walls, and any proposed penetration. All holes must be appropriately sealed before the work is considered complete. This must be done with an approved fire sealant. All work requiring interruption or removal of fire detection or suppression must have prior approval. All approvals and permits shall be granted by the Fire Chief or Senior Fire Officer.

3. **Housekeeping** – contractors shall perform regular and ongoing housekeeping during the project. Contractor shall keep walkways open at all times. Everything has a place and everything must be kept in place. Poor housekeeping habits lead to carelessness and carelessness leads to injuries.

4. **Smoking Policy** – no smoking is permitted in any building on the property. No smoking is permitted in proximity to flammable liquids or gasses. No smoking, eating, or drinking is permitted in the laboratories. No smoking is permitted in Winterthur vehicles.

5. **Vehicles** – motorized vehicles shall be operated in a safe manner consistent with the State vehicle code. All Winterthur traffic signs and regulations shall be observed. Riding on running boards, side and tailboard of vehicles is not permitted. Anyone operating Winterthur vehicles must have a current Defensive Driving Course Certificate.

6. **Gassing, Fumigation, Spraying** – gassing, fumigating, and spraying must always be done by two people. Special masks must be worn.

7. **Clothing** – shirts with sleeves must be worn (no tank tops). Clothing with offensive language or slogans may not be worn. Shirts or slacks must cover offensive tattoos.
8. **Material, Safety Data Sheets** – contractors must supply Winterthur with pertinent material safety data sheets.

9. **Confined Space** – the project manager must conduct a confined space hazard review and document it. The project manager must notify and have entry authorization by the Fire Chief or senior Fire Officer.

10. **Digging** – any job that requires a worker to dig below the surface must be checked by a supervisor for safety, and to avoid underground utilities.

11. **Excavation** – any excavation of more than five feet must be shored or otherwise protected in accordance with OSHA requirements. Do not leave an open hole without a barricade or fencing.

**Personal Protection – Use of Safety Equipment**

12. **Head** – hard hats must be worn in any area where there is danger from impact and/or penetration from falling and/or flying objects and from limited electric shock, and shall meet ANSI Z89.1-1969.

13. **Hands** – appropriate gloves must be worn when handling rough materials. Rubber gloves must be worn when working with acids or other liquids detrimental to hands. Appropriate gloves are required for electrical work.

14. **Eyes** – safety glasses with side shields must be worn in all areas where there is danger of flying objects or liquids injurious to eyes. They shall meet ANSI Z87.1-1989. They must be worn where there are grinding wheels, power saws, operation of chipper, breaking of concrete or roadways, edgers, soil shredders, air hoses, engines running and any other construction area. Face shield or goggles must be worn by anyone who is directly involved in work where there is danger of flying objects or liquid. Welding goggles or mask must be worn when welding.

15. **Feet** – safety shoes must be worn in areas where there is danger of objects falling on one’s feet, anyone involved with the movement of heavy objects, while working with riding mowers or similar equipment, and any construction area. They must meet ANSI Z41.1991.

16. **Hearing** – noise protection equipment must be worn where there is exposure to loud noises that might result in hearing damage. If in doubt, wear the protection and have the sound levels checked by your supervisor. Any levels over 85DB must have hearing protection.

17. **Machinery** – loose clothing must not be worn in the vicinity of any moving machinery. Keep all safety guards in place. Never disconnect or lock out any safety device.

18. **Respirators** – respirators shall be selected on the basis of hazards. The user shall be instructed and trained by their employer. Respirators are to be regularly cleaned and disinfected. Respirators must be inspected before each use and meet ANSI Z88.2-1969.

**Equipment**

19. **Equipment** – equipment must be operated by authorized and trained personnel. Equipment must be used only for the purpose for which it was intended.

20. **Ladders** – ladders must be checked for defects each time they are used. Ladders shall be placed to prevent slipping or shall be latched or held in position. Ladders
shall not be used in horizontal positions as platforms, runways, or scaffolds. Ladders which have developed defects shall be withdrawn from service for repair or destruction and tagged “DANGEROUS – NO NOT USE.” Rungs should be kept free of grease and oil. Ladders shall not be placed in front of doors or door openings unless the door is blocked open, locked or guarded. The tops of stepladders are not to be used as steps. Fiberglass is the only type permitted, however, special permission may be granted for aluminum or wood.

21. **Scaffolding** – all parts of scaffolding must be in good repair. No makeshift scaffolding is allowed. Guard rails and toe boards must be used on all scaffolding ten feet or more above surface it is resting on. All wheels must be locked.

22. **Barriers** – when possible, use polyethylene barriers in doorways, etc., to keep dust and debris in the construction area. It is the responsibility of the contractor to provide all signage, and place barricades or cones in such a manner as to insure safe passage of guests/employees.

Any questions regarding fire or safety procedures should be directed to the project manager in charge of said contract and/or the Fire Chief and Safety/Environment Officer at 888.4762/4757.

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I/We have read and understand the provisions of the Winterthur contractor general conditions and safety guidelines and additional job specific requirements (if applicable).

Signature __________________________________________ Date _________________

G:lmills\Roy Chadwick\Safety Guidelines – revised 10/23/01jmp/jlc