REQUEST FOR PROPOSAL

Pacific Science Center
Content & Experience Master Planning

Proposals Due: December 14, 2010

Contact: cequeries@pacsci.org
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I. INTRODUCTION AND PROJECT OBJECTIVES

On October 22, 2012, Pacific Science Center will celebrate its 50th anniversary. As we prepare to celebrate this important milestone, it is imperative that we look forward to the next 50 years and what it will take to remain a relevant, vibrant and successful regional and global resource for science teaching and learning. Pacific Science Center has a strong reputation for innovation, excellence and leadership in the science center field. Operating out of one of the largest science center facility campuses in the industry, with a physical footprint encompassing 7.2 acres of downtown Seattle real estate complete with two IMAX theaters; an off site environmental education program at the Mercer Slough in the City of Bellevue, Washington; as well as one of the largest regional science education outreach enterprises in the nation, we are now ready to refresh and revitalize our content assets and visitor experiences for the next decade and beyond. Focusing on the characteristics that distinguish us most in the field, we intend to capitalize on our unique asset base and approach to science learning, cultivate deep visceral memories, and stimulate sustained interest and curiosity to learn more. In keeping with our innovative spirit and commitment to scientific exploration and discovery, we are committed to engaging in a unique approach to master planning that will honor our past and set a high performance standard for our future.

We are requesting proposals from a forward thinking, interdisciplinary consulting team willing to think innovatively with our team of staff and stakeholders in order to facilitate development of a ten-year Content & Experience Master Plan for the organization. The outcome of this master planning process will serve to guide our future strategic decisions, investment, development and evaluation of the Science Center’s exhibits and programs as well as inform future facilities design and development.

This Content & Experience Master Planning process will:

- Actively engage a select team of Science Center staff and stakeholders in a facilitated planning and prioritizing process with iterative analysis and decisions along the way.
- Incorporate previous staff and stakeholder content and experience planning considerations as well as priorities outlined in Pacific Science Center’s 2008 Strategic Business Plan.
- Provide an inventory of current Science Center content across the domains of science, technology, engineering and mathematics (STEM) and a subsequent assessment of that content across the full range of current vehicles delivering content – exhibits, demonstrations, programs, etc.
- Provide an assessment of emerging trends in STEM content, the most promising vehicles and avenues for delivering such content in the future, and the changing nature of staging memorable experiences.
- Identify relevant examples of content and experience innovation and leadership that can inform the planning process and facilitate analysis of these examples through select site visits and discussion with industry colleagues. [Expenses for travel associated with this activity would be covered by Pacific Science Center.]
- Work with Pacific Science Center staff and stakeholders to identify, prioritize and focus future content including organizing themes and integrated storylines that will guide research and development of future exhibits and programs.
- Identify a spectrum of innovative and appropriate content delivery vehicles that foster a hands-on, kinesthetic and personal connection with science that leads to robust, multifaceted learning experiences for visitors of all ages, interests and backgrounds.
- Ensure that the Science Center experience is welcoming and accessible to a culturally, economically and functionally diverse audience.
• Utilize current research in learning theory, cognitive development, multiple intelligences, etc. to identify and articulate the anticipated learning experiences that will result from engagement with the content, and the selected delivery vehicles for that content, in both on-site and off-site locations.

• Provide a master plan and relational layout of major content delivery assets and considerations such as adjacencies, space allocations and development timeline for Pacific Science Center’s flagship location in downtown Seattle.

• Develop a dynamic tool for organizing all Science Center content, delivery vehicles and intended learning experiences at the flagship location in downtown Seattle, Mercer Slough, and all other locations where Pacific Science Center intends to deliver content and stage experiences, including outreach to communities and schools across the region and emerging content delivery technologies and social networking vehicles. This tool should illustrate connections across all content, delivery vehicles and learning experiences, allow for on-going analysis and evaluation, and provide an updateable template for future content and experience planning and development.

• Provide select visual renditions, where appropriate, to communicate to stakeholders the potential scope and scale of specific future content treatments and delivery vehicles as determined from the above analysis and planning.

• Provide a recommended timeline and budget for implementation of the ten-year Content & Experience Master Plan.

II. INSTITUTIONAL BACKGROUND

Pacific Science Center originated as the United States Science Pavilion at the 1962 Seattle World’s Fair. During the seven months of the fair, the US Science Pavilion was the top draw, with nearly seven million visitors. On October 22, 1962, the day after the World’s Fair ended, the US Science Pavilion became Pacific Science Center, the first US institution to call itself a science center. Dr. Dixie Lee Ray, an early and long-term Director of the Science Center, and the first female Director of the Atomic Energy Commission under President Nixon, framed the mission of the fledgling institution:

…it should enrich the life of the community. It should amuse, beguile, stimulate, inspire and inform. It should complement and supplement the interests and scientific resources of this area. Its purpose should be to make . . . all of the people of the Pacific Northwest scientifically the most literate of any segment of the country. The Pacific Science Center should pioneer in a great experiment designed to show that the essence as well as the aims and methods of science can be widely appreciated in the general population.

Over nearly five decades, Dr. Ray’s words have resonated strongly throughout the programming, products and services we offer and they will continue to define the foundation or basic DNA of our organization.

Today, we operate under the guidance of a strong Mission, Vision, Core Values and Guiding Principles.

**Mission:** Pacific Science Center inspires a lifelong interest in science, mathematics and technology by engaging diverse communities through interactive and innovative exhibits and programs.

**Vision:** Pacific Science Center will be the premier Northwest destination for personal exploration of science, inspiring curiosity and igniting wonder among people of all ages and stages in life. The Science Center will be a window into cutting-edge research and technology, empowering people with an essential scientific understanding of the issues and economies that shape their lives and their futures.
Core Values:
- Trust
- Respect
- Integrity
- Excellence
- Service

Guiding Principles:
- Value and honor all who participate
- Encourage innovation, engagement and collaboration
- Provide a safe, welcoming and accessible environment
- Provide stewardship of all resources
- Maintain fiscal and organizational integrity
- Function with a Northwest perspective
- Acknowledge and embrace diversity
- Champion science and science literacy

With an annual average attendance of one million visitors, Pacific Science Center is one of the most highly attended museums in the United States. Our core visitor categories are families and school groups. However, we are strongly committed to increasing the engagement of individuals of all ages and stages in life and strive to create learning experiences that support this commitment.

We own the 7.2-acre campus where our flagship facility is located. Much of the construction is original to 1962 and in July 2010, Pacific Science Center received historic designation and became a City of Seattle Landmark. This designation preserves all of the original exteriors as well as the ponds and courtyard. A significant square footage is dedicated to the exterior courtyard, which includes 5,000 sq. ft. of water exhibits. Internally, exhibits occupy over 60,000 sq. ft. while two IMAX theaters, a planetarium, a laser dome and multiple classrooms occupy an additional 50,000 sq. ft.

In addition, the Science Center operates one of the nation’s largest museum outreach education programs, serving schools and communities across the entire state of Washington and beyond. Content is also delivered through these outreach offerings, and this planning process should incorporate these additional programs, products and services in the analysis.

III. CONTEXT FOR CONTENT & EXPERIENCE MASTER PLANNING

This Content & Experience Master Planning will be an essential bridge between recently completed strategic planning work and anticipated site and facilities master planning which will begin once the Content & Experience Master Plan has been completed. Any future site/facility changes or renovations will be guided by consensus on content and what is needed to deliver that content in such a way as to ensure robust, memorable experiences. The institution is committed to approaching this master planning in a more inclusive and innovative way than traditional exhibit master planning, exploring the need for increased accessibility for a culturally and economically diverse community as part of the planning process. The leadership of Pacific Science Center recognizes that exhibits will continue to be a major vehicle for content delivery, especially at the flagship location in downtown Seattle. However, the organization’s legacy for innovative programming, coupled with the recent launch of an industry-leading model for actively engaging scientists with the public, emerging technologies, and social networking all dramatically expand the landscape and context for future content development, delivery, and sharing of experiences. Collectively, these factors suggest that this planning process examine both cognitive and affective domains of learning in order to ensure that mental and emotional dimensions of experiences are considered and embraced.

New Science Education Standards for the state of Washington include more detailed descriptions of intended student learning outcomes and performance indicators – skills and experiences that lead to
successfully demonstrating mastery of content. This recent development will allow Pacific Science Center to more specifically address the interests and needs of Washington State schools through new, more experience focused exhibit design and program delivery, resulting in meaningful, personalized experiences for learners.

There are cultural indicators suggesting new approaches to content delivery as well. Increasing public expectations for on-demand information and outstanding, memorable experiences is being driven by immediate access to content, dynamic and “anytime” social interaction, a scarcity of authenticity, and high expectations for discretionary spending of time and money in a crowded and competitive environment of stimulating offerings. These indicators all point to a more experience-focused approach to future science center content development and delivery.

Finally, cognitive research is dramatically increasing what we know about how people learn. Once decisions are made regarding priority content, recent advances in developmental psychology should be incorporated into innovative delivery vehicles to result in robust, memorable experiences. This can occur through creative exhibit design, innovative programming, more personal engagements with science and the people who do science, or any number of new and emerging technologies that allow for the immediate sourcing and application of new content.

In April of 2008, Pacific Science Center completed a strategic business plan that included substantial input from the community, staff and stakeholders. As a part of this planning process, the new institutional vision presented on page 4 was adopted.

In order to provide focus and discipline to future investments of resources to actualize this vision, seven strategic initiatives were identified:

1. Significantly Enhance the Participant’s Experience
2. Expand Pacific Science Center’s Role as a Driving Force for Science Education
3. Increase Audience Diversity
4. Design and Implement an Innovative Public Portal to Science
6. Operate a Thriving Enterprise Capable of Fiscal and Environmental Sustainability
7. Attract and Secure Increased Investment to Fulfill Pacific Science Center’s Vision

Since 2008, significant progress has been made on a number of these initiatives. Highlights include:

- Mercer Slough, a joint Pacific Science Center/City of Bellevue environmental education resource, opened a new facility with LEED Gold designation and expanded public programming.
- Research and design of a new 6,000 sq. ft. exhibit focused on wellness (Fall 2011 completion).
- Comprehensive institutional branding update and implementation.
- Hiring of key staff to expand two new programs that more actively engage the public with authentic science and engineering content, practitioners and the relevance of their work – Portal to the Public and Science and Society.
- Intensive Board building to strengthen leadership and expertise across several needed disciplines.
- Science On Wheels, the Science Center’s regional outreach program and one of the largest programs of its kind in the nation, successfully implemented a new business model to diversify its revenue sources and allow for more flexible content development and delivery.
- Pacific Science Center flagship facilities in downtown Seattle designated as City of Seattle Landmark.
This Content & Experience Master Planning process should incorporate all of these recent developments and considerations in order to ensure that the roadmap developed for the next decade and beyond will not only guide Pacific Science Center’s planning, but will also attract new investment and support for the overall vision and mission as well as better serve the public audiences and communities that the Science Center aspires to impact with extraordinary content delivery and memorable participant experiences.

IV. INFORMATION PROVIDED BY PACIFIC SCIENCE CENTER

Firms that have registered their intent to submit (see p. 10) and have signed a confidentiality agreement will be provided with a variety of documents and resources to guide and facilitate their proposal work.

A. Space/Area Statistics, September 2010
B. Excerpts from Strategic Business Plan, April 2008
C. Staff Analysis of On-Site/Off-Site Space Needs, November 2007
D. Exhibit Brainstorm Summary, October 2007
E. Pacific Science Center Exhibit Walkthrough Summary, October 2007
F. Site/Facility Plans, September 2007
G. Pacific Science Center Exhibit and Facility Staff Ideas, August 2007

V. PROJECT MANAGEMENT, COMMUNICATION AND ADMINISTRATION

The interdisciplinary consultant team selected for this project will work in close collaboration with a Content & Experience Master Planning Ad Hoc Committee as well as select Science Center staff and additional stakeholders as needed. The consultant team is expected to facilitate input and reporting sessions with this Ad Hoc Committee at important milestones over a 12-month planning process (see Proposed Project Timeline on page 8).

Pacific Science Center intends to award the contract for this planning work to a single firm providing the full range of services outline in this RFP. The winning firm may conduct the work with their own personnel or by partnering with other firms in a collaborating team. Proposals must identify the key contact representing the contracting firm or collaborating team. The key contact will be responsible for overseeing all personnel associated with their firm or collaborating team, day-to-day activities associated with the firm’s work, and reporting regularly and directly to the Pacific Science Center Content & Experience Project Manager (CEPM). The CEPM will report regularly and directly to the Science Center Chief Operating Officer (COO) and the Chief Executive Officer (CEO). The COO will be the secondary contact for the consultant in the event that the CEPM is unavailable for any reason.

The CEPM will help coordinate all planning activities with the selected firm, serve as the Science Center staff liaison to the Content & Experience Master Planning Ad Hoc Committee, and will identify and convene additional Science Center staff and stakeholders as needed to inform the planning work.

Where approvals are deemed required, Pacific Science Center will require ten (10) working days for review.
VI. PROPOSED PROJECT TIMELINE

This Content & Experience Master Planning process is anticipated to take place over a period of 12 months beginning in January 2011. Outlined below is an approximate timeline with dates for major milestones in the planning process. These dates are estimates at this time, and are subject to change based on the proposed timeline and scope of work submitted by the winning consultant for this project and subsequent discussions with Science Center staff. In addition to facilitation of planning and reporting sessions with the appointed Content & Experience Master Planning Ad Hoc Committee, the consultant team will meet as needed with select Science Center staff to develop and review all planning components outlined in the introduction section of this RFP. The Consultant Firm should anticipate weekly phone conferences and a minimum of eight on-site meetings over the duration of the 12-month planning timeline.

January 2011
- Client will compile all historic documents and inventories necessary to inform project research and planning
- Consulting firm will facilitate Content & Experience Master Planning Retreat with Senior Staff, Stakeholders and Ad Hoc Committee Members [1/31/11]

March 2011
Consultant Firm, in collaboration with Pacific Science Center staff/stakeholders, will:
- Complete assessment of current Pacific Science Center content/delivery assets
- Complete assessment of emerging trends in STEM content and content delivery
- Develop criteria for identifying, selecting and prioritizing future content and content delivery vehicles
- Identify and facilitate exploration and analysis of model approaches to Content & Experience development and delivery within the science center field.
- Present to Content & Experience Master Planning Ad Hoc Committee [3/11/11]

June 2011
Consultant Firm, in collaboration with Pacific Science Center staff/stakeholders, will:
- Complete identification and prioritization of future content
- Complete identification of appropriate content delivery vehicles
- Complete articulation of desired learning experiences
- Present to Content & Experience Master Planning Ad Hoc Committee [6/10/11]

October 2011
Consultant Firm, in collaboration with Pacific Science Center staff/stakeholders, will:
- Complete master plan and relational layout of future content and delivery vehicles for flagship location in downtown Seattle
- Complete mapping tool for all Pacific Science Center content, delivery vehicles and learning experiences, including connectivity between all exhibits, programs and other content related services
- Draft select visual renditions to communicate above
- Present to Content & Experience Master Planning Ad Hoc Committee [10/14/11]

December 2011
Consultant Firm, in collaboration with Pacific Science Center staff/stakeholders, will:
- Complete select visual renditions
- Complete recommended timeline and budget
• Present final Content & Experience Master Plan to Ad Hoc Committee [12/2/11]
• Present final Content & Experience Master Plan to Pacific Science Center Board [TBD]

VII. QUALIFICATIONS AND EXPERIENCE

The successful firm for this Content & Experience Master Planning project will assemble an interdisciplinary team with demonstrated experience in the following areas:

A. Master Planning: Designing and managing institutional master planning, especially exhibit, program and guest service planning.

B. Facilitation: Proven facilitation skills and experience with integrating institutional staff and stakeholder teams with consultant team. Ability to bring groups through analysis and consensus on a range of topics and issues. Meeting planning and facilitation, schedule facilitation and timely completion of a set scope of work.

C. Content: Science, technology, engineering and mathematics (STEM) content and education expertise with a demonstrated ability to incorporate regionally relevant elements such as familiarity with Washington K-12 Science Education Standards, emerging new national Framework for Science Education, 21st Century Workforce Skills, and content and applications relevant to residents of the Pacific Northwest.

D. Content Delivery Vehicles: Deep experience with a broad range of content delivery vehicles including interactive exhibits, programs, demonstrations, camps, classes, lectures, web-based content delivery and new and emerging technologies that provide content delivery and sharing.

E. Experiential Learning: Familiarity with the Experience Economy literature (authors Pine & Gilmore) as well as the growing body of work in cognitive science and developmental psychology exploring how people learn individually at all ages and in groups such as families and peer networks.

F. Data Organization and Management: Proven ability to design functional tools for organizing data and planning activities over an extended period of time, including the inventory and organization of Pacific Science Center content, delivery vehicles and learning experiences which will be a deliverable for this project and will serve as a template and planning resource for years to come.

G. Design and Technical Specifications: Proven skills and abilities in creating compelling visual renditions to compliment master planning visions and content delivery vehicles, help communicate ideas to a range of staff and stakeholders, and provide the necessary technical specifications to inform future facilities planning and development.

H. Innovation and Creativity: Proven track record of providing innovative and creative solutions to client-based projects of this nature. Skills and experiences unique to the firm, or multi-firm team, which will contribute directly to the successful facilitation of Pacific Science Center’s Content & Experience Master Planning.

VIII. SUBMISSION PROCESS

A. Submission of Proposals
Submit one (1) original with cover letter, six (6) photocopies, and one (1) electronic version to:

Pacific Science Center
Attn: Diana Johns, CEPM
200 2nd Ave N.
Seattle, WA 98109
Each copy of the proposal should be page-numbered, stapled separately and placed in one envelope or binder per submission. The cover letter must be signed by an authorized representative of the submitting firm with the authority to contractually bind the firm.

B. **Intention to Submit**

Those intending to submit a proposal must register that intent in writing by email with the subject line: “Intention to Submit” to cequeries@pasci.org. The confidentiality agreement must be detached from the RFP, signed, scanned and included with the intention to submit. Intentions to submit, including confidentiality agreements, must be registered by 4:30 PM Pacific Time (PT) on November 15, 2010. Firms registering after 4:30 PM (PT) on November 15, 2010 will not be considered.

C. **Proposal Deadline**

Proposals must be submitted by 4:30 PM (PT) on December 14, 2010. Submissions received after 4:30 PM (PT) on December 14, 2010 will not be accepted.

D. **Contact for Questions Regarding this RFP**

Registered firms may address all inquiries regarding this RFP in writing by email with the subject line: “Questions on Content & Experience Master Planning” to cequeries@pasci.org, Attention Diana Johns. Questions and clarifications regarding this RFP must be submitted by 4:30 PM (PT) on November 19, 2010. Answers to submitted questions will be returned on or before November 24, 2010 to all firms submitting questions and shared with all other registered firms. No questions will be addressed orally by phone or in person.

E. **Other Information**

1. Pacific Science Center reserves the right to cancel or postpone this RFP for any reason at any time prior to the submission deadline.
2. Proposals should be organized as stated below in section IX of this RFP.
3. Failure to submit all information requested may result in a lowered evaluation score. Proposals that are substantially incomplete or lack key information required may be rejected.
4. Proposals should provide a straightforward description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity.

IX. **PROPOSAL CONTENTS**

A. **Cover letter – maximum 1 page:** Indicate the lead consultant and any sub-consultants who will be assigned to the project. Identify the key contact between the consultant team and the Science Center. Also, indicate that the terms of the proposal will be valid for 90 days.

B. **Planning Approach – maximum 4 pages:** Describe the overall creative approach to this Content & Experience Master Planning process; how Science Center staff and stakeholders will be actively engaged in the process, and how the deliverables outlined in section I of this RFP will be developed, reviewed and presented.

C. **Team Staffing, Personnel Qualifications and Project Management Plan – maximum 4 pages:** Identify all project team members including sub-consultant individuals and provide a brief paragraph on each member’s qualifications and experience relevant to Content & Experience Master Planning. Describe the team’s prior experience working together, how they will work together on this project, and how the team will be managed and supervised during the project.
D. **Project Work Plan and Schedule – maximum 2 pages:** Include a timeline that incorporates specific tasks to be accomplished in order to complete all deliverables outlined in section I of this RFP. The timeline included in section VI of this RFP may be adjusted, with justifications or references to the proposing team’s creative approach to the planning process. Identify which team member(s) will be engaged and/or responsible for each task.

E. **Experience and Examples of Prior Work – maximum 4 pages:** Use the first page to describe how the consultant team meets the qualifications outlined in section VII of this RFP. On the remaining pages describe recent selected projects (maximum of six) completed by the team that provide evidence of these qualifications in action. Examples should be relevant to the specific Content & Experience Master Planning being proposed in this RFP. For each project, provide a client phone and email for reference checking and identify which team members were involved in the work and their respective roles.

F. **Proposed Cost/Budget – maximum 1 page:** Provide an overall cost estimate that includes cost breakdowns for major budget categories such as personnel, subcontracts, travel, other direct expenses and fees.

G. **Exceptions and/or Comments – maximum 1 page:** All submissions must adhere to the format outlined in this RFP. Firms wishing to take exception to, or comment on any aspect this RFP and the criteria specified for submitting a proposal should document their concerns in this section of their proposal.

X. **TIMELINE FOR REQUESTS FOR PROPOSAL PROCESS**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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</thead>
<tbody>
<tr>
<td>November 3, 2010</td>
<td>RFP Posted</td>
</tr>
<tr>
<td>November 15, 2010</td>
<td>Intention to submit deadline</td>
</tr>
<tr>
<td>November 19, 2010</td>
<td>Deadline for questions and clarifications</td>
</tr>
<tr>
<td>November 24, 2010</td>
<td>Answer period ends</td>
</tr>
<tr>
<td>December 14, 2010</td>
<td>Proposal submission deadline</td>
</tr>
<tr>
<td>December 22, 2010</td>
<td>Finalists notified (maximum 4 proposals)</td>
</tr>
<tr>
<td>Jan 3-Jan 7, 2010</td>
<td>Finalist interviews/presentations at Pacific Science Center*</td>
</tr>
<tr>
<td>January 12, 2011</td>
<td>Contract awarded*</td>
</tr>
<tr>
<td>January 31, 2011</td>
<td>Content &amp; Experience Master Planning Retreat*</td>
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</tbody>
</table>

* Target dates may be subject to change.

XI. **EVALUATION, SELECTION AND NEGOTIATION OF PROPOSALS**

A. **Evaluation Criteria**

The written proposals, demonstrations, any oral presentations and any negotiated offers will be evaluated and judged by Pacific Science Center on the following criteria:

<table>
<thead>
<tr>
<th>Qualifications and experience providing innovative master planning services</th>
<th>Maximum Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications and experience of the team proposed for the project</td>
<td>30</td>
</tr>
<tr>
<td>Experience with STEM content and creative content delivery</td>
<td>20</td>
</tr>
</tbody>
</table>
Experience in informal science learning and the staging of memorable experiences.....20
Estimated budget ..........................................................................................................................10
TOTAL POINTS POSSIBLE...........................................................................................................100

B. Award of Contract
The firm deemed to be most qualified and best suited among those submitting proposals will be identified using the evaluation factors above. The scoring process, however, is not the sole determinant for contract award. Pacific Science Center will choose the firm that, in its opinion, has put forth the best proposal and represents the best fit with Pacific Science Center culture and planning objectives. Pacific Science Center can cancel this RFP or reject proposals at any time prior to the award, and is not required to furnish a statement of the reasons why a particular proposal was not selected for contract award.

C. Clarification Process
Bidders may be requested to clarify information presented in the proposal. Clarifications may be sought throughout the process of evaluation. It is the responsibility of the bidder to respond fully and in a timely fashion to these requests.

After the closing date and time, no additional information will be accepted from bidders except information specifically requested by the CEMP listed on this RFP. Bidders are to make no unsolicited contact with any Science Center personnel during the evaluation period.

XII. ADDITIONAL TERMS

Ownership of Materials
All work created is “Work for Hire” and as such, the rights of ownership of all materials, designs, ideas and any other intellectual property produced and created under this scope of work belong exclusively to Pacific Science Center, in perpetuity. It will be at Pacific Science Center’s sole discretion how such property is used for this project or at any time in the future.

Use of Confidential Information and Materials
The consultant will in no way disclose to any person or entity any confidential information or materials, except as directed by Pacific Science Center in the course of the consultant’s work.

Expendable and Non-Expendable Costs
Firms should provide a not-to-exceed amount as their proposed cost/budget estimate for the project. This not-to-exceed amount should be inclusive and cover all costs associated with the completion of the scope of work outlined in Section I.

The consultant will be responsible for providing all non-expendable items including: software, computer hardware, machinery, furniture, tools, workspaces, vehicles or services that are required in order to perform the scope of work described in Section I. Non-expendable items will not be considered reimbursable or chargeable to the project.

Invoicing and Payment Schedule
As part of final negotiation of contract terms, Pacific Science Center and the selected consultant team will mutually agree upon a payment schedule. Invoices will be submitted and approved according to this schedule. Invoices should reference the timeframe covered by the invoice and the project deliverables and/or progress made during the invoiced timeframe.

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XIII. CONFIDENTIALITY AGREEMENT

It is understood and agreed to that the Client would like to provide certain information to the Bidding Firm that is to be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. Use of Confidential Information: The Bidding Firm acknowledges and understands that after they confirm their intent to submit a proposal for Content & Experience Master Planning to the Client, the Bidding Firm will have access to certain confidential, proprietary or trade secret information, documents, business methods and plans (collectively, the “Confidential Information”), and the Bidding Firm will in no way, directly or indirectly, use or disclose to any person or entity, regardless of the Bidding Firm’s relationship to such person or entity, any of the Confidential Information, except as directed by the Client in the course of the Bidding Firm’s performance of the Services.

2. Bidding Firm shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Client. Bidding Firm shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

4. This Agreement imposes no obligation upon Bidding Firm with respect to any Confidential Information (a) that was in Bidding Firm’s possession before receipt from Client; (b) is or becomes a matter of public knowledge through no fault of Bidding Firm; (c) is rightfully received by Bidding Firm from a third party not owing a duty of confidentiality to the Client; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Client; or (e) is independently developed by Bidding Firm.

5. Client warrants that he/she has the right to make the disclosures under this Agreement.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Bidding Firm any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

8. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party’s decision to use or rely on any information exchanged under this Agreement.

9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Client shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

10. Arbitration. Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration of the parties. Each party shall select one arbitrator and both arbitrators shall select a
third who will preside over the arbitration. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect. The parties expressly waive any right to a jury trial that they might have and further agree that the award of the arbitrator shall be binding upon them as if rendered by a judge or jury and shall be enforceable in any court having jurisdiction over the same.

11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Bidding Firm of Confidential Information

Name (Print or Type): 
Company: 
Title: 
Address: 
City, State & Zip: 
Signature: 
Date: 

Client of Confidential Information

Name (Print or Type): Diana Johns
Company: Pacific Science Center
Title: Content & Experience Project Manager
Address: 200 Second Avenue North
City, State & Zip: Seattle, Washington 98109
Signature: 
Date: 