

## REQUEST FOR PROPOSAL

**Original Date Issued:** April 23, 2025

**Closing Date:** May 14, 2025

**Decision Date:** May 23, 2025

INTERNATIONAL CITY/COUNTY  
MANAGEMENT ASSOCIATION

777 N Capitol St. NE, Ste. 500  
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[icma.org](http://icma.org)

Subject: **Request for Proposal Brownfields 2025/Audio-Visual Management, Equipment, and Production Services**

The International City/County Management Association (ICMA) is seeking proposals from eligible Respondents for Audio-Visual Management, Equipment and Production Services for the 2025 National Brownfields Training Conference. ICMA anticipates awarding one (1) single award as a result of this Solicitation. ICMA reserves the right to award more or fewer awards than anticipated above.

Technical questions concerning this solicitation should be directed to Travis Childrey at [tchildrey@icma.org](mailto:tchildrey@icma.org) and [workwithus@icma.org](mailto:workwithus@icma.org). All contractual questions relating to this solicitation must be submitted to Ian Swank, Grants and Contracts Administration at [workwithus@icma.org](mailto:workwithus@icma.org) with a copy to [Travis Childrey@icma.org](mailto:Travis Childrey@icma.org)

Questions are due by **May 2, 2025**.

All communications must include the solicitation title, **Brownfields 2025/Audio-Visual Management, Equipment and Production Services**, in the subject line.

No communication intended to influence this procurement is permitted except by contacting the designated contacts above. Contacting anyone other than the designated contacts (either directly by the Respondent or indirectly through a lobbyist or other person acting on the respondent's behalf) in an attempt to influence this procurement: (1) may result in a Respondent being deemed a non-responsive Respondent, and (2) may result in the Respondent not being awarded a contract.

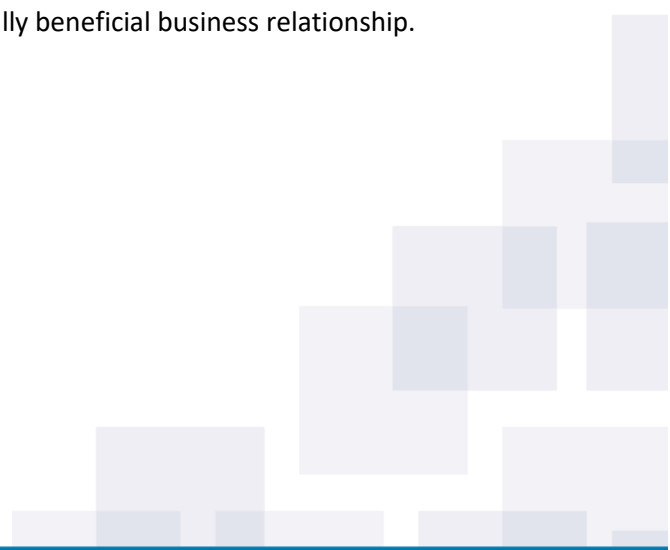
This solicitation in no way obligates ICMA to award a contract nor does it commit ICMA to pay any cost incurred in the preparation and submission of a proposal.

ICMA bears no responsibility for data errors resulting from transmission or conversion processes.

ICMA appreciates your responsiveness and looks forward to a mutually beneficial business relationship.

Sincerely,

Emily Sparks  
Brownfields Conference Director



## **PURPOSE**

ICMA seeks a qualified provider (firm or individual) to provide all Audio-Visual Management, Equipment, and Production Services requested within this Request for Proposal, if awarded.

## **ABOUT THE NATIONAL BROWNFIELDS TRAINING CONFERENCE**

International City/County Management Association and the U.S. Environmental Protection Agency have been working together to bring you the National Brownfields Training Conference for the past twenty plus years. Offered every two years, the conference is the largest gathering of stakeholders focused on cleaning up and reusing formerly utilized commercial and industrial properties. It is a premier venue for stakeholders and ICMA members to learn, network and grow.

ICMA is the lead non-federal co-sponsor of the conference tasked with managing the logistics, educational content, and marketing of the conference.

## **SOLAR FARM SUMMIT AFFILIATE EVENT**

For the 2025 National Brownfields Training Conference, ICMA is collocating in the Lakeside Center of McCormick Place with the Solar Farm Summit (SFS). ICMA anticipates SFS to provide their own AV requirements to the selected vendor, and contract and bill directly with vendor. This RFP is specific to the brownfields conference and does not include SFS' exact AV requirements. Anticipated requirements include but are not limited to an activation space in the Exhibit Hall, including one stage and a demonstration kitchen, in addition to 2-4 meeting rooms, and additional events and receptions.

The Solar Farm Summit website is <https://solarfarmsummit.com/>. Contact information will be provided upon proposal acceptance.

### **Dates/Location:**

August 5-8, 2025; August 4-7, 2025 (Solar Farm Summit)  
McCormick Place Lakeside Center  
2301 S. Dr. Martin Luther King Jr. Drive  
Chicago, Illinois 60616

### **Past History:**

2023	August 8-11	Huntington Place Convention Center Detroit
2022	August 16-19	Oklahoma City Convention Center
2019	December 11 – 13	Los Angeles Convention Center
2017	December 5 – 7	David L. Lawrence Convention Center Philadelphia
2015	September 2 – 4	Chicago Hilton & Palmer House Hilton
2013	May 15 – 17	Georgia World Congress Center
2011	April 3 – 5	Pennsylvania Convention Center
2009	November 16 – 18	Morial New Orleans Convention Center

## **SCOPE OF WORK**

An overview of the National Brownfields Training Conference includes the following:

- 2,800-3,500 - Approximate # of attendees, exhibitors and guests, in person and virtual
- Stakeholders attend for professional development and networking

## General Schedule:

- **Monday, August 4:**
  - Set-Up
- **Tuesday, August 5:**
  - Pre-Conference Workshops
  - Show Management & Affiliate Events
  - Opening Plenary
  - Opening of Exhibit Hall
- **Wednesday, August 6:**
  - Educational Programming
  - Affiliate Events
  - Plenary
  - Exhibit Hall
- **Thursday, August 7:**
  - Educational Programming
  - Affiliate Events
  - Plenary
  - Exhibit Hall (*Strike at 2:00pm*)
- **Friday, August 8:**
  - Educational Programming (*Strike at 12:00pm*)
  - Affiliate Events (*Strike at 12:00pm*)

The general structure of events where Audio-Visual Management, Equipment, and Production Services are needed is shown below:

### PRE-CONFERENCE PROGRAMMING AND EDUCATIONAL SESSIONS

The (13) simultaneous Educational Sessions consist tentatively of:

- (4) Panel Discussions
- (1) Economic Redevelopment Forum (ERF)
- (1) Town Hall Meeting
- (2) Roundtable Conversations
- (3) Topic Talks
- (1) Film Series
- (1) ICMA Workshops

Each programming format will be pre-set for the duration of the conference.

The Audio-Visual Management, Equipment, and Production Services Contractor is to provide:

<b>(4) PANEL DISCUSSIONS (ROOMS E352, E353a, E353b, E353c)</b>	
4	3000 Lumen Projectors
4	Screens of Appropriate Size
4	Slide Advancers
4	Wired Microphones at Standing Lectern
8	Wired Microphones at Head Table
4	Wired Microphone on Stand in the Audience
4	Laptop Computers, presentation mouse, cord/cables and speakers to sound

	Please note specs of proposed laptop.
<b>(1) ECONOMIC REDEVELOPMENT FORUM (ROOM E351)</b>	
1	3000 Lumen Projector
1	Screens of Appropriate Size
1	Slide Advancers
1	Wired Microphones at Standing Lectern
2	Wired Microphones at Head Table
1	Wired Microphone on Stand in the Audience
1	Laptop Computers, presentation mouse, cord/cables and speakers to sound Please note specs of proposed laptop.
<b>(1) TOWN HALL MEETING (ROOM E350)</b>	
1	3000 Lumen Projector
1	Screens of Appropriate Size
1	Slide Advancers
1	Wired Microphones at Standing Lectern
2	Wired Microphones at Head Table
1	Wired Microphone on Stand in the Audience
1	Laptop Computers, presentation mouse, cord/cables and speakers to sound Please note specs of proposed laptop.
<b>(2) ROUNDTABLE CONVERSATIONS (ROOMS E451a, E451b)</b>	
2	Wireless Microphone at Standing Lectern
2	Wireless Microphone on Stand in the Audience
4	Flipcharts with Adhesive Paper and Multi-Colored Markers
<b>(3) TOPIC TALKS (ROOM E253b, E253c, E253d)</b>	
3	3000 Lumen Projectors
3	Screens of Appropriate Size
3	Slide Advancers
3	Wireless Microphones at Standing Lectern
3	Laptop Computers, presentation mouse, cord/cables and speakers to sound Please note specs of proposed laptop.
<b>(1) FILM SERIES (Level 2 Lobby Area)</b>	
1	3000 Lumen Projector
1	Screen of Appropriate Size
1	Wired Microphone at Standing Lectern
1	Wired Microphone on Stand in the Audience
1	Laptop Computers, presentation mouse, cord/cables and speakers to sound Please note specs of proposed laptop.
<b>(1) ICMA WORKSHOPS (ROOM E253a)</b>	
1	3000 Lumen Projectors
1	Screens of Appropriate Size
1	Slide Advancers
1	Wireless Microphones at Standing Lectern
1	Laptop Computers, presentation mouse, cord/cables and speakers to sound Please note specs of proposed laptop.

## SHOW MANAGEMENT & AFFILIATE MEETINGS

Show Management Events & Affiliate Meetings are scheduled from Monday, August 4, 2025, through Friday, August 8, 2025, in Lakeside Center at McCormick Place.

### Billing:

- Any Audio-Visual Management, Equipment, and Production Services requests and costs from **Show Management** will be placed on the AV Master Account.
- Any Audio-Visual Management, Equipment, and Production Services requests and costs for **Affiliate Meetings** will be coordinated between the meeting host and the AV Contractor and billed directly to the meeting host, including labor.

We are expecting approximately (40) Affiliate Meetings & Show Management Events during this timeframe.

On Tuesday, August 5, 2025, Show Management will be hosting the **National Notable Achievement Awards (NNAAs)** from **2:00-2:30pm** followed by **(10) Regional Open Houses from 2:30-4:00pm**.

- The NNAAs will tentatively take place in the Level 2 Lobby Area (*same location and AV requirements as the **Film Series**, listed above*).
- The Regional Open Houses will tentatively take place in rooms E253b/c/d, E258, E259, E260, E261, E262, E263, E264, E265, E267.

**The Audio-Visual Management, Equipment and Production Services Contractor is to provide:**

<b>(10) REGIONAL OPEN HOUSES</b> <b>ROOMS E253b/c/d, E258, E259, E260, E261, E262, E263, E264, E265, E267</b>	
10	3000 Lumen Projectors
10	Screens of Appropriate Size
10	Wired Microphones at Standing Lectern
10	Wireless Microphone on Stand in Audience
10	Laptop Computers, presentation mouse, cord/cables and speakers to sound Please note specs of proposed laptop.

Any additional equipment requested, other than what is noted below will be at the expense of each Region.

## PLENARY SESSIONS

The Opening Plenary Session, Mayors Roundtable, and the Keynote Presentation will be held on Level 2 of McCormick Place in the Arie Crown Theater, which utilizes in-house audio-visual equipment and labor.

For these sessions, ICMA is considering the use of a biodegradable stage set, including lectern, and is interested in a proposed design by the Audio-Visual Management, Equipment and Production Services Provider. ICMA will also consider any upcycled or recycled sets or structures. Please find examples of past stage sets enclosed.

**The Audio-Visual Management, Equipment, and Production Services Contractor can propose the following or equivalent:**

<b>PLENARY SESSIONS (Arie Crown Theater)</b>	
1	Biodegradable stage set, including lectern

## EXHIBIT HALL

The Exhibit Hall will be in Hall D1 on Level 3 of the Lakeside Center at McCormick Place.

The hall will be set with (125) 10'w x 10'd booths, a 40-board poster session, an area for food & beverage purchases, round tables for seating, and a stage for educational programming.

**The Audio-Visual Management, Equipment and Production Services Contractor is to provide:**

<b>OFFICIAL AUDIO-VISUAL PROVIDER TO EXHIBITORS</b>	
Will supply AV product and service to the exhibitors	
Will provide necessary electronic order forms for the Service Kit at no charge	
<b>EXHIBIT HALL STAGE</b>	
1	3000 Lumen Projectors
1	Screens of Appropriate Size
1	Slide Advancer
1	Wireless Microphones at Standing Lectern
1	Laptop Computers, presentation mouse, cord/cables and speakers to sound Please note specs of proposed laptop.

#### **Exhibitor & Affiliate Post-Show Reporting:**

The Audiovisual Management, Equipment and Production Services Contactor agrees to provide ICMA with detailed post-show exhibitor and affiliate recaps to include, but not be limited to, the following information at no charge:

- Labor (Total Hours)
- Equipment (Total Volume)
- Specialty Rental Items (Total Volume)

#### **OFFICES**

Three of the Show Management Offices, located at McCormick Place will be in need of various Audio-Visual Management, Equipment and Production Services.

**The Audio-Visual Management, Equipment and Production Services Contractor is to provide:**

<b>ICMA Show Office and Storage (ROOM E252)</b>	
20	Radios with ear pieces with appropriate number of chargers
1	Color Copier with ability to staple and filled with 8 ½"x11" white paper
1	Color Printer linked to personal laptops via WiFi. Printer filled with 8 ½"x11" white paper
1	Box 8 ½" x 11" white paper
<b>Office of Land &amp; Emergency Management (ROOM E255)</b>	
1	Desktop computer and monitor 1.5 Ghz, 256+MB, 80+GB. DVD ROM CD Combo, USB port, 2010, keyboard mouse, cord/cables
1	Black/White laser printer. Printer filled with 8 ½"x11" white paper
<b>VIP Office/Media Room (ROOM E256)</b>	
1	Desktop computer and monitor 1.5 Ghz, 256+MB, 80+GB. DVD ROM CD Combo, USB port, 2010, keyboard mouse, cord/cables
1	Black/White laser printer. Printer filled with 8 ½"x11" white paper

#### **ON-SITE STAFF SUPPORT**

A minimum of (6) staff persons to be on-site for all setup, meeting days and dismantle, Monday, August 4, 2025

through Friday, August 8, 2025.

### **GREENING INITIATIVES**

A priority of the Brownfields Conference is engaging in waste reducing and recycling efforts to reduce the large volumes of waste materials generated during move-in, meetings, and move out. Please describe any strategies to support those efforts

### **STATEMENT OF WORK**

The contractor shall perform the following Audio-Visual Management, Equipment and Production Services for the 2025 National Brownfields Training Conference at McCormick Place, 2301 S. Dr. Martin Luther King Jr. Drive, Chicago, Illinois 60616, August 5-8.

Task	Description
1	Work with ICMA on identifying standard meeting room sets
2	Work with ICMA on the Plenary Session Stage Design
3	Present ideas to ICMA on biodegradable/recyclable materials to be used
4	Provide Exhibit Management Provider an electronic version of AV order form for exhibitors
5	Present General Session diagrams to McCormick Place for approval
6	Coordinate with Affiliate Meeting Requestees regarding additional AV needs
7	Provide ICMA with needs for AV Office/Store Room: ie: tables, chairs, set
8	Participate in conference call for streamlining Audio-Visual equipment, services and personnel between the exhibit hall and educational programming and show management events. Determine meeting clusters
9	Prepare to accept Function Book from ICMA
10	Participate in onsite pre-con meeting with ICMA
11	Assist Meeting Planner with development of Production Schedule
12	Provide names of AV onsite team to Meeting Planner
13	Work with ICMA on development of a Plenary Session Rehearsal Schedule
14	Receive scripts from ICMA and any special needs of speakers
15	Coordinate with McCormick Place on dock assignments and restrictions for load-in
16	Prepare to receive onsite Production Schedule
17	August 4, 2025, Deliver all conference Audio-Visual and office equipment as noted on the Function Sheets, diagrams and freight grids.
18	August 4, 2025, begin set-up of equipment in Offices as per Registration Function Sheets and diagrams
19	August 4, 2025, begin set up of plenary session, educational meeting rooms, affiliate meeting rooms and Show Management events as per Function Sheets and diagrams
20	August 4, 2025, participate in Pre-Conference Meeting with ICMA and other vendors
21	August 4, 2025, all Pre-Conference Training Rooms, Plenary Session stage and Affiliate Meeting Rooms with Tuesday, August 5, 2025 functions to be set by 4:00pm
22	August 4, 2025, participate in daily key team meeting with ICMA Team; ICMA Team and contractor identified VOG review pronunciation of speaker names and scripts.
23	August 4, 2025, participate in On-Site Staff meeting regarding Audio-Visual equipment in the various meeting room types and use of radio communication
24	August 5, 2025, participate in daily key team meeting with ICMA Team
25	August 5, 2025, conduct rehearsal and produce Opening Plenary Session. Save audio and visual of the session

Task	Description
26	August 5, 2025, coordinate with McCormick Place on dock assignments and restrictions for load-out on August 8, 2025
27	August 5, 2025, Plenary Session set and ready for Wednesday, August 6, 2025, 9:00am start of Plenary (Mayor's Roundtable).
28	August 6, 2025, conduct rehearsal and produce Mayor's Roundtable Plenary Session. Save audio and visual of the session.
29	August 6, 2025, participate in daily key team meeting with ICMA Team
30	August 6, 2025, Plenary Session set and ready for Thursday, August 7, 2025 9:00am start of Keynote Session.
31	August 7, 2025, conduct rehearsal and produce Keynote Session. Save audio and visual of the session.
32	August 7, 2025, participate in daily key team meeting with ICMA Team
33	August 7, 2025, after 2:00pm and before 11:59pm begin move-out of all AV equipment in exhibit hall. All tape removed and space left clean and clear.
34	August 8, 2025, after 3:30pm and before 11:59pm begin move-out of all equipment in Plenary Session. All tape removed and space left clean and clear.
35	August 8, 2025, present ICMA with electronic copy of all Plenary Session audio and visual tapings
36	August 8, 2025, prepare and review final invoice with ICMA Team
37	August 8, 2025, after 11:30am and before 11:59pm begin move-out of all equipment and electronic signboards in offices, registration, affiliate meeting space and meeting space at the McCormick Place. All tape removed and space left clean and clear.
38	Provide ICMA a post-show exhibitor and affiliate recaps to include: Total Labor Hours, Total Volume for Equipment and Total Volume for Specialty Rental Items.

## **SUBMISSION REQUIREMENTS**

<b>Section 1:</b> Company Profile	<p>Please limit to no more than two pages. CV's or résumés will not count toward the page limit.</p> <ol style="list-style-type: none"> <li>1. Provide a description of your business</li> <li>2. CV's or resumes of key personnel-in a leading paragraph, please indicate how much time each person(s) will devote to this project and what other projects this person(s) undertake at the same time.</li> </ol>
<b>Section 2:</b> Approach	<ol style="list-style-type: none"> <li>1. Do you have offices in Illinois, Indiana, Michigan, Minnesota, Ohio, or Wisconsin? <ol style="list-style-type: none"> <li>a. If yes, which cities?</li> </ol> </li> <li>2. Will you require the use of a sub-contractor? <ol style="list-style-type: none"> <li>a. If yes, name company.</li> </ol> </li> <li>3. How many shows have you served in Illinois, Indiana, Michigan, Minnesota, Ohio, or Wisconsin in the past 5 years?</li> <li>4. Do you currently serve as the official Audiovisual Management, Equipment and Production Services Contractor for any of the</li> </ol>



	<p>Convention Centers in the states noted above?</p> <p>5. How do you assist clients with staying within budget?</p> <p>6. What other types of services/products do you provide that may be of interest to ICMA?</p> <p><b>Planning the Event:</b></p> <p>1. Please describe how your firm will be ready to start with essential key tasks including:</p> <ul style="list-style-type: none"> <li>a. Finalizing Plenary Session stage and room set</li> <li>b. Working with local Labor</li> <li>c. Other</li> </ul> <p>2. How would the company and its staff participate in planning meetings?</p> <p>3. What is the charge, if any, for staff to accompany the event organizer on site visits?</p> <p>4. Please list any specialty items, etc., and the potential cost savings to ICMA.</p> <p>5. Various ancillary groups (separate from ICMA) are permitted to hold meetings and social functions during this conference. Are you prepared to provide service to these groups and provide separate billing?</p> <p>6. Would ICMA receive any discounts/rebates if these other groups utilize your services?</p> <p>7. What size AV Office/Store Room is required onsite?</p> <p><b>Costs &amp; Services:</b></p> <p>1. Describe the company's payment policy, including any deposits required and how any discrepancies are handled:</p> <p><b>Labor:</b></p> <p>1. Indicate the types and levels of insurance the company carries:</p> <ul style="list-style-type: none"> <li>a. Errors &amp; Omissions Insurance:</li> <li>b. Workers Compensation Insurance:</li> <li>c. Commercial Liability Insurance:</li> <li>d. Commercial Automobile Liability Insurance:</li> <li>e. Other:</li> </ul> <p><b>Additional Services and Products:</b></p> <p>1. Share any additional services or products not officially requested in this proposal that could be of use or interest to ICMA.</p>
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<b>Section 3.</b>  Pricing	On the attached worksheet, provide an itemized listing of your proposed pricing. State where there may be extra fees for either customizations or extra services.
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### **CONTRACT TERM AND DELIVERY DATES**

ICMA expects to award a five-month term.

### **EVALUATION AND AWARD PROCESS**

Offers will be evaluated based upon:

1. ability to match the qualifications set forth in this solicitation
  - a. Company Profile (10%)
  - b. Approach (45%)
  - c. Pricing (45%)

ICMA reserves the right to award under this solicitation without further negotiations. The respondents are encouraged to offer their best terms and prices with the original submission.

### **INSTRUCTIONS TO THE RESPONDENTS**

Respondents interested in providing the services described above should submit a proposal following the prescribed format in the Submission Requirements section of this RFP. Adherence to the proposal format by all respondents will ensure a fair evaluation regarding the needs of ICMA. Respondents who do not follow the prescribed format may be deemed non-responsive. A letter transmitting the proposal must be signed by an officer of the firm authorized to bind the respondent as required by this solicitation.

1. Transmission letter
2. Package no more than 15 pages excluding CV's or resumes and required forms
3. Completed and signed required forms

Packages must be submitted electronically to Representative, Grants and Contracts Administration at [workwithus@icma.org](mailto:workwithus@icma.org) with copies to [tchildrey@icma.org](mailto:tchildrey@icma.org) with subject line "**Brownfields 2025/Audio-Visual Management, Equipment, and Production Services**" in the subject line. No phone calls please.

Applications received after the closing date stated on the top of page 1 will be rejected.

### **APPENDICES (REQUIRED FORMS)**

[ICMA Vendor Supplier Form](#)

[ICMA Vendor Application](#)

### **GENERAL CONDITIONS**

Proposal Submission - Late proposals and proposals lacking the appropriate completed forms will be returned. Faxed proposals will not be accepted. Proposals will not be accepted at any other ICMA location other than the email address above. If changes are made to this solicitation, notifications will be sent to the primary contact provided to ICMA from each Respondent.

Proprietary Information - Careful consideration should be given before confidential information is submitted to ICMA as

part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. Information submitted to ICMA that the Respondent wishes to have treated as proprietary and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. However, ICMA cannot guarantee the confidentiality of any information submitted.

**Contract Award** - ICMA anticipates making one award under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each offer should be submitted using the most favorable cost and technical terms. ICMA may request additional data or material to support applications. ICMA expects to notify Respondents in approximately two weeks from the proposal due date whether your proposal has been selected to receive an award.

**Limitation** - This solicitation does not commit ICMA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. ICMA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in ICMA's best interest.

**Disclosure Requirement** - The Respondent shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each.

When a Respondent is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of ICMA after the award of a contract, ICMA may exercise its stop-work right pending further investigation, or terminate the agreement.

**No Gifts** - It is ICMA's Policy that no gifts of any kind and of any value be exchanged between respondents and ICMA personnel. Discovery of the same will be grounds for disqualification of the vendor from participation in any ICMA's procurements and may result in disciplinary actions against ICMA personnel involved in such discovered transactions.

**Equal Opportunity** - In connection with the procurement of the specified services, the firm warrants that it shall not discriminate because of race, color, religion, sex, national origin, political affiliation, non-disabling physical and mental disability, political status, matriculation, sexual orientation, gender identity or expression, genetic information, status as a veteran, physical handicap, age, marital status or any other characteristic protected by law.

**Small and Disadvantaged Businesses** – ICMA shall use good faith efforts to provide contracting and procurement opportunities for SDB's. SDB categories include minority business enterprises (MBE), woman-owned business enterprises (WBE), small veteran and disabled veteran owned businesses, Historically Black Colleges and Universities (HBCUs), predominantly Hispanic Universities (HACUs), small businesses in Historically Under-utilized Zones (HUB Zones) and private voluntary organizations (PVOs) principally operated and managed by economically disadvantaged individuals.

# **EXAMPLE TERMS & CONDITIONS**

## **PURCHASE ORDER TERMS**

### **Purchase Order Number**

The Purchase Order Number on page one must appear on all packages, delivery documents, invoices and correspondence.

### **Payment Terms**

Payment shall be linked to the timely delivery and approval of the described services or supplies. In case the services or supplies are not delivered on the Deliver By Date, ICMA is under no obligation to accept the services or supplies.

Vendor will provide payment information including bank account and wire instructions as requested by ICMA.

Invoice shall be paid by ICMA within thirty (30) days of invoice submission subject to acceptance of services or supplies.

Electronic submission (email) of invoices shall be sent to\_\_\_\_at\_\_\_\_  
\_\_\_\_\_with a copy to\_\_\_\_\_at\_\_\_\_\_.

### **Acceptance of Terms**

Acceptance of this Order by Vendor may be made by signing the acknowledgment copy hereof or by partial performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. Any additions, deletions or differences in the terms proposed by Vendor are objected to and hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Vendor in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Buyer and Vendor. Vendor shall perform in accordance with the Description/Quantity schedule set forth in this Order and all attachments thereto.

### **General Relationship**

Nothing contained in this contract shall be construed to (a) create the relationship of principal and agent, employer and employee, joint venture, or partnership between ICMA and the Vendor; and Vendor agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect of the performance of this Order.

Sell shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

### **Subcontracts and Assignments**

Vendor agrees to obtain Buyer's approval before subcontracting this Order or any substantial portion thereof; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Further, this Order shall not be assigned or delegated by Vendor without the prior written consent of Buyer.

### **Termination for Convenience**

Either party may terminate this Order, in whole or in part, at any time for any reason whatsoever upon 10 days' written notice to the other party. Upon termination, the Buyer shall pay the Vendor only for work performed and documented expenses incurred by the Vendor prior to the date of termination. Under no circumstance shall Buyer be liable for any other damages whatsoever, including loss of anticipated profit on account of such termination. Notwithstanding any partial termination of services, Vendor shall continue to perform and complete any remaining services required.

### **Termination for Default**

Buyer may, by written notice of default to Vendor, terminate the whole or any part of this Order in any one of the following circumstances:

Vendor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

Vendor fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of the Order in accordance with its terms, and in either of the circumstances specified in this subpart (a)(i) does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure;

Vendor becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or

Vendor fails to provide Buyer, in writing, within a reasonable time after demand by Buyer, adequate assurances of performance by Vendor.

### **Changes and Modifications**

The Buyer may at any time, by written order, make changes within the general scope of this order in any one or more of the following: (a) description of services to be performed; (b) period of performance; and (c) place of performance. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this contract, the ICMA Contracting Officer shall make an equitable adjustment in the order price, the delivery schedule, or both, and shall modify the order.

The Vendor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

### **Confidentiality**

The Vendor shall maintain the confidentiality of any information regarding applicants, project participants, and persons responding to any questionnaire or survey, and member of their families that may be obtained through questionnaires, application forms, interviews, tests, reports from public agencies, or other sources. Such information shall be divulged only as authorized in writing by the technical monitor identified in this Order or an Officer of ICMA.

### **Inspection**

All goods supplied and services performed shall be subject to inspection and test by Buyer, its agents and its customers at all reasonable times and places, whether during or after manufacture as to goods, or performance as to services, and notwithstanding the terms of delivery or payment or, as to goods, that title has not yet passed to Buyer or its customers. In the event goods or services are not in accordance with the specifications and instructions of Buyer, Buyer may require prompt correction, repair replacement or re-performance thereof at Buyer's option and Vendor's sole expense. If Vendor is unable to accomplish the foregoing, then Buyer may procure such goods or services from another source and charge to Vendor's account all costs, expenses and damages associated therewith.

### **Data Rights**

The Vendor shall furnish to ICMA copies of all written products (papers, manuscripts, and notes), data, or any other information or materials (e.g., photographs, graphic presentations, manuals or log, work or processing instructions) compiled, produced, or resulting directly from performance of the work. The Vendor hereby transfers all rights, title and interest worldwide to any such written product, data, or any other information or materials to ICMA.

A manuscript prepared under this Agreement shall be a work made for hire within the meaning of the Copyright Act of 1976. ICMA shall hold all rights to the manuscript without limitation and may register the copyright in its name. Upon request, ICMA may decide to transfer publication rights to the Vendor, but such transfer must be authorized in writing and signed by a center director or officer of ICMA. The Vendor shall credit ICMA as instructed if such publishing is authorized.

In the event that any work under this Agreement is pursuant to a contract or grant from a government agency or other sponsor to ICMA, any relevant provisions from the contract or grant shall be deemed to be incorporated in this Agreement: (a) in such manner as to make the Vendor subject to the obligations imposed by such provisions; and (b) to the extent necessary to enable

ICMA to perform its obligations under the grant/contract and to enable the contracting/granting agency to enforce its rights there under.

## **Indemnification**

Each party shall be acting as independent contractors in the performance of this work, and shall be responsible for the payment of claims for loss, personal injury, death, property damage or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of this work for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this contract. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Buyer or the Vendor.

## **Governing Laws**

This Order shall be governed by and construed in accordance with the laws of the District of Columbia, U.S.A., without regard to its conflict or choice of law provisions.

## **Dispute Resolution**

In case of a dispute regarding the interpretation of any part of this Order, the parties shall use their best efforts to arrive at a mutually acceptable resolution.

The Vendor shall proceed diligently with its performance of the work under this Order pending the final resolution of any dispute arising or relating to this Order. The Buyer shall continue to pay the Vendor for its performance under the Order except for those items related to the dispute.

## **Order of Precedence**

In the event of an inconsistency or conflict between provisions of this Order, the inconsistency or conflict shall be resolved by giving precedence in the following order:

1. Purchase Order and any purchase descriptions contained therein.
2. Purchase Order Standard Terms and Conditions and Exhibits thereto.
3. Specifications and/or drawings.
4. Other provisions when attached

## **Compliance with Policies**

Vendor has access to, read and agrees to abide by [ICMA's Code of Conduct](#). Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

## **Compliance with US Executive Orders**

U.S. law prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. By signing this purchase order, you agree that you are in compliance with the US Executive Order prohibiting terrorism financing.

### **Force Majeure (Impossibility)**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, pandemic/epidemic illness or outbreak or curtailment of transportation facilities which prevents of at least 25% of the attendees from arriving for the first scheduled day of the event – to the extent that such circumstance makes it illegal or impossible for McCormick Place to provide, or for groups in general to use, the McCormick Place facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis

### **Entire Agreement**

This Order, including all documents incorporated herein by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.



## PAST BROWNFIELDS CONFERENCE STAGE SETS











## 2025 NATIONAL BROWNFIELDS TRAINING CONFERENCE STYLE GUIDE

Vertical logo



Compact logo



Pinwheel only



Primary colors

