



Graphic Production

Bid Package

2/25/2019

1 Introduction

The Saint Louis Science Center is currently requesting bids from graphic production companies with experience and expertise in the production of environmental graphics. The project specific to this bid package is for the redesign and renovation of the Science Center's Energy Stage, our live demonstration area formerly known as CenterStage. The space is approximately 2,100 sq.ft. and the project is scheduled to be complete April 12, 2019.

The Science Center is asking for a bids from graphic production companies to select a vendor to contract final graphic production and installation. The vendor will work with the project's Project Manager and the Science Center's Exhibit Production Manager to streamline the graphic production process for efficiency.

The project designer, Kraemer Design + Production will provide all graphic production files. Production files will be made available March 11, 2019. Availability of new construction as-built dimensions TBD. All requirements in this document are subject to change.

2 Non-Disclosure Agreement

Graphic production companies interested in receiving information to submit bids for contract consideration are asked to sign and send the non-disclosure agreement on page 3 to Project Manager Elisabeth Senzee at elisabeth.senzee@slsc.org.

3 Submission Requirements

Questions addressing any sections of this proposal should be addressed to Elisabeth Senzee, Project Manager at elisabeth.senzee@slsc.org.

Proposal for services are due to the Science Center by 2pm CST on Wednesday, March 6, 2019. Proposals are to be submitted by e-mail to the Science Center's Project Manager at elisabeth.senzee@slsc.org.

Proposals should include the following:

- Summary of vendor background and competencies.
- Three (3) recent case studies of similar projects with services listed.
- Provided estimate sheet with unit costs, including number of meetings and installation.
- Schedule for services.
- Three (3) professional references.

NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

AGREEMENT made this 25th day of February, 2019, between _____, a graphic production company having a principal place of business at _____ (“Receiver”), and the St. Louis Science Center, an organization having its principal place of business at 5050 Oakland Ave, St. Louis, MO 63110 (“Presenter”).

RECITALS

WHEREAS, Presenter is interested in discussing with Receiver various business proposals, and may be interested in working with Receiver in connection with such business proposals, and in doing so Receiver may receive certain of Presenter's confidential and proprietary information; and

WHEREAS, Receiver is interested in discussing such Proposal with Presenter and potentially working with Presenter regarding same; and

WHEREAS, Presenter is willing to reveal such confidential and proprietary information to Receiver subject to the terms and conditions contained herein;

NOW THEREFORE, based on the above mutual promises, and other good and valuable consideration, receipt of which is hereby acknowledged by the parties, the parties hereby agree as follows:

AGREEMENT

1. Definition. "Confidential Information" as used herein shall include, but not be limited to, any non-public information, documentation, and intellectual property disclosed or made available by Presenter to Receiver including, but not limited to, any oral or written communication between the parties, the existence of this Agreement or the subject matter of the Agreement, business and marketing plans, products, policies, equipment, drawings, photos, images, or know-how either created by Presenter or for Presenter, and any other information conveyed to Presenter by a third party to which Presenter is bound by a confidential agreement not to disclose. For purposes of this Agreement, Confidential Information does not include: (i) information which was published, or was otherwise in the public domain, before disclosure by Presenter to Receiver; (ii) information which, after its disclosure by Presenter to Receiver, is published, or otherwise comes into the public domain through no act or omission by Receiver, by a third party who has a legal right to do so; (iii) information already known by Receiver before its disclosure by Presenter as shown by dated and written material lawfully in Receiver's possession; and (iv) information which Receiver receives or has received without an obligation of confidence from a third party who has a legal right to disclose it.

2. Acknowledgement. Receiver hereby acknowledges and agrees that the Confidential Information of Presenter is proprietary to and a valuable asset of Presenter and that any disclosure or

unauthorized use thereof will cause irreparable harm and loss to Presenter and is considered a material breach of this Agreement. Receiver hereby acknowledges and agrees that all worldwide intellectual property related to or included in the Confidential Information or the Proposal, including but not limited to any trademarks, trade names, service marks, know-how, and copyrights, is solely the property of Presenter, or in the event Receiver obtains or creates any such intellectual property, Receiver hereby assigns to Presenter all worldwide right title and interest therein, along with any goodwill associated therewith. The terms and conditions of this Agreement may be enforced by Presenter by issue of an injunction or such other form of equitable relief as may be available to Presenter.

3. Obligations. Receiver agrees that it:

a. shall use the Confidential Information for the sole purposes of discussing with Presenter the Proposal, and potentially developing and manufacturing products, marketing plans, programs and other projects for the use, potential marketing, and/or selling of products, should the parties so agree, and shall not be used directly or indirectly for any other purposes and shall protect and maintain the confidentiality of the confidential information of Presenter; and

b. shall limit dissemination of Confidential Information to only those employees who have a need to know to perform the limited tasks outlines in section 3(a) above. Receiver shall exercise all reasonable efforts to ensure that any employee who leaves Receiver's employment after the date of this Agreement will be informed of the terms of this Agreement and will comply with the terms of this Agreement and shall inform all agents, servants, employees, personnel, and representatives who have access to confidential information of the terms of this Agreement and each having access to confidential information shall sign an acknowledgement that they have read, understand and agree to be bound by the terms of this Agreement; and

c. shall not otherwise publish, disseminate, or otherwise disclose in any manner or to any other person or entity any Confidential Information, unless otherwise agreed to in writing by Presenter. Receiver agrees to notify Presenter in writing of any breach that occurs within 24 hours of becoming aware of such breach. Receiver agrees that it shall be liable to Presenter for any breach of this Agreement by any current or former employee; and

d. shall return Confidential Information, including all copies of documents, analyses, compilations, studies, records, notes, data, graphs, charts, drawing, and memoranda of any nature whether provided to Receiver by Presenter or prepared by Receiver from Confidential Information of Presenter, to Presenter upon receipt of request therefore from Presenter or, a decision by the parties not to enter into an agreement, whichever occurs first.

4. Remedies. Receiver agrees and acknowledges that in the event of a violation of part or all of the terms of this Agreement, Presenter will not have an adequate remedy at law and that, in addition to any other remedy available at law or equity, Presenter shall be entitled to injunctive relief and specific performance; further, Presenter shall be entitled to receive from Receiver reimbursement of

all Presenter's fees and costs occurred to enforce the terms of this Agreement , including, but not limited to, attorney fees and costs.

5. Negotiation of Licenses. No rights or licenses, expressed or implied, are hereby granted to Receiver under any patents, trademarks, copyrights or trade secrets of Presenter as a result of or related to this Agreement.

6. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

7. Disclosure Due to Legal Process. Receiver agrees that in the event that it, or any of its designated representatives, is requested or required by due legal process to disclose any Confidential Information, Receiver shall, prior to any disclosure, advise Presenter by prompt written notice of the existence, terms and conditions of such request for disclosure of Confidential Information so that Presenter may seek a protective order or other appropriate remedy or waive, in whole or in part, the enforceability of terms of this Agreement.

8. Survival. The provisions of this Agreement shall survive any expiration, termination or cancellation hereof.

9. Severability. If any portion of this Agreement is deemed invalid or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable law so as to be valid, legal and enforceable in such jurisdiction. If such provision cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of the Agreement shall continue in full force and effect.

Each party hereby represents and warrants to the other party that its entering into this Agreement does not violate party to any agreement in conflict with this Agreement.

10. Indemnification. Receiver hereby agrees to indemnify, defend and hold Presenter harmless from and against any and all claims brought by third parties arising or resulting from a breach of Receiver's obligations hereunder.

11. Title to Documents. Title to all documents and materials (both originals and copies) that contain any of the Confidential Information disclosed by Presenter are hereby acknowledged to be vested in Presenter. Receiver agrees to maintain all such documents and materials free from any legal or equitable claim or title or other encumbrance by the other party or any third party.

12. Assignment. This Agreement is personal to Receiver and shall not be assigned or transferred in any manner without the prior written consent of Presenter.

13. Enforceability. Receiver's execution and performance of this Agreement does not violate or breach any agreement or obligation of Receiver.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the date first set forth above and the undersigned individuals hereby assert they are authorized to sign on behalf of the parties set forth above.

Saint Louis Science Center
Presenter

Receiver

By: _____
Elisabeth Senzee

By: _____

Title: Energy Stage Renovation Project Manager

Title: _____