

COMPANY NAME: _____

**METROPOLITAN PIER
AND
EXPOSITION AUTHORITY (MPEA)**

INVITATION FOR BIDS (IFB):

**AUDIO VIDEO COMPONENTS, SUPPLIES AND
REPAIRS**

2010-23



Managing M^c Cormick Place Complex and Navy Pier

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS
2010-23**

NOTE:

Bidders agree that it is their responsibility to obtain any addenda that may be subsequently issued. Failure to do so may result in rejection of the Bid.

The Authority will not be liable for Bidder's failure to obtain or download any addenda issued for a Bid.

The MPEA requests that all Bidders that choose to download and print the document from the MPEA website contact the MPEA, DEPARTMENT OF PROCUREMENT by either: faxing CARLYN E. AUGUSTAVE a legible copy of a business card, referencing Bid No. 201023 to (312) 791-6156 or by email to mpeaprocurement@mpea.com to register Bidder's company as a document holder.

The forms and affidavits included in an INVITATION FOR BIDS must not be altered or retyped in any manner. Some forms are available as writeable PDF documents as a side attachment embedded in the bid document available on-line at www.mpea.com. The Authority will also accept handwritten or typewritten responses.

IMPORTANT DATES

DOCUMENT ISSUED ON THURSDAY, SEPTEMBER 16, 2010 at 12:00 PM

QUESTIONS DUE: WEDNESDAY, SEPTEMBER 22, 2010 BY 2:00 PM

QUESTIONS ANSWERED BY: FRIDAY, SEPTEMBER 24, 2010

BIDS DUE: FRIDAY, OCTOBER 1, 2010 AT 11:00 AM

**SUBMITTED TO:
METROPOLITAN PIER AND EXPOSITION AUTHORITY
PROCUREMENT DEPARTMENT
301 EAST CERMAK ROAD
CHICAGO, ILLINOIS 60616**

**ATTN: CARLYN E. AUGUSTAVE, BUYER
mpeaprocurement@mpea.com**

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS**

2010-23

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**METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS
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I. KEY INFORMATION ABOUT THIS PROCUREMENT

The METROPOLITAN PIER AND EXPOSITION AUTHORITY, hereinafter referred to as the "Authority", with its Corporate Center located at 301 East Cermak Road, Chicago, Illinois 60616, will receive sealed Bids at this location only until **eleven o'clock (11:00) AM CHICAGO TIME**, on **FRIDAY, OCTOBER 1, 2010** to provide **AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS** to the Authority, in accordance with the provisions of the Bid Form, including the attachments thereto, and the Instructions to and Requirements of Bidders.

Copies of the documents are available on or after **twelve o'clock (12:00) PM CHICAGO TIME**, on **THURSDAY, SEPTEMBER 16, 2010** at the Authority's Corporate Center main reception area between 8:30 AM to 5:00 PM, Monday through Friday or on-line at www.mpea.com. **Bidder must acknowledge and agree that it is their responsibility to obtain any addenda that may be subsequently issued. Failure to conform to the requirements of any addenda may result in rejection of the Bid. The Authority will not be liable for Bidder's failure to obtain or download any addenda issued for a solicitation.**

Minority and Women Owned Business Enterprises are encouraged to participate in this Bid.

The Authority reserves the right to reject any or all Bids, to waive any informality in the bidding, and to accept any Bid which it may deem to be in the best interest of the public. Only Bids from those complying with the provisions of the Instructions to and Requirements of Bidder will be considered.

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
PROCUREMENT DEPARTMENT
CARLYN E. AUGUSTAVE, BUYER
301 EAST CERMAK ROAD
CHICAGO, ILLINOIS 60616
mpeaprocurement@mpea.com**

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
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2010-23**

II. GENERAL INFORMATION AND DEFINITIONS

2.1 General Information

The Metropolitan Pier and Exposition Authority ("Authority") is a political subdivision, unit of local government, body politic and Municipal Corporation existing under the laws of the State of Illinois pursuant to the Metropolitan Pier and Exposition Authority Act, as amended, 70 ILCS 210/1 et seq. (the "Act"). The Authority was established to promote, operate and maintain fairs, expositions, meetings and conventions in Cook County, Illinois. The Authority operates and maintains McCormick Place®, an exhibition and convention center located at 23rd Street and Martin Luther King Drive in the City of Chicago, and Navy Pier®, a historical landmark also located in Chicago directly east of Lake Shore Drive at Grand Avenue on Lake Michigan.

McCormick Place is North America's premier convention facility and attracts more than four million trade and public show visitors annually to its state-of-the-art facilities, which offer 2.2 million square feet of exhibit space in the North Hall, the South Hall and the Lakeside Center, 114 meeting rooms, the largest ballroom in Chicago, the 4,249-seat Arie Crown Theater, and the Hyatt Regency McCormick Place. In 2007 the Authority opened its West Building, which has added an additional 470,000 square feet of meeting rooms and a 100,000 square foot ballroom to the complex.

Navy Pier combines retail, restaurant, and museum space on fifty acres on Chicago's lakefront, which include: a Family Pavilion of shops, restaurants, and entertainment; a 6-story glass-enclosed Crystal Garden with tropical plants and a palm tree court; sightseeing and dinner boat cruises; the Chicago Children's Museum; an IMAX theatre; the Festival Hall Convention Center; the Shakespeare Theatre; the Skyline Stage outdoor theatre; the Smith Museum of Stained Glass; an outdoor Beer Garden; and an historic Grand Ballroom on the far east end. In addition, Navy Pier's twenty-five acre Gateway Park, immediately west of the Pier, is a major attraction of the Navy Pier complex. Navy Pier offers greatly enhanced capabilities and facilities for year-round festival and entertainment events. Navy Pier has distinguished itself as Illinois' top tourist attraction, with over 8 million visitors annually.

2.2 Definitions

The following terms in this Solicitation shall be defined as follows:

"Authority" means the Metropolitan Pier and Exposition Authority

"Bid" means the submitted responses to the Bid Document, including samples

"Bidder" or "Bidder/Proposer" means the firm(s), sole proprietor, corporation(s), partnership(s), and joint venture(s) that submit Bids

"Contract" means **AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS** contract that is to be entered into between the Authority and the Successful Bidder pursuant to the Bid Document

"Contractor" means the firm(s), sole proprietor, corporation(s), partnership(s), and joint venture(s) that submit Bids

“Include” whenever the term “include” (in any of its forms) is used, it means “include, without limitation

“Laws” shall mean City, State and Federal statutes, ordinances, codes, rules and regulations

“MBE” means Minority Owned Business Enterprise

“Responsive” Responsiveness is determined by the Authority and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions.

“Responsible” Responsibility is determined by the Authority and relates primarily to the ability of a Proposer to successfully carry out a proposed contract, and whether it has the character, reputation, and integrity to receive an award. A Proposer, otherwise able to perform, who has been convicted of felony, or violation of the public procurement requirements of any Federal or State governmental entity, may be found not responsible. Other considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Bidder’s responsibility are the utilization of reference checks, vendor performance on previous contracts and availability of financial credit information.

“Services” shall mean the services for which the Authority engages the Selected Contractor as set forth herein and in the Contract, including all tasks reasonably necessary to complete them.

“Successful Bidder” means the individual, partnership, corporation, or joint venture that the Authority selects for award of a Contract.

“Trade Reference” means a reference concerning the creditworthiness of the Bidder given by another business that extends credit to the Bidder, such as a supplier.

“WBE” means Women Owned Business Enterprise

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS**

2010-23

III. INSTRUCTION TO AND REQUIREMENTS OF BIDDERS

3.1 DESCRIPTION OF REQUIREMENTS

The Metropolitan Pier and Exposition Authority ("Authority") is seeking bids from qualified companies to provide **AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS** to the Authority.

3.2 BACKGROUND INFORMATION

The Authority requires audio video components, supplies and repairs on an as needed basis to support the meeting rooms, ballrooms, patch rooms, sound rooms and exhibit halls throughout its facilities. The required various components consist of, microphones, amplifiers, cables, connectors and replacement parts for existing equipment. The Authority requires repair services for the various audio video components and supplies on an as-needed basis.

3.3 OBTAINING BID DOCUMENTS

Copies of the bid document are available on or after **twelve o'clock (12:00) PM Chicago Time, on THURSDAY, SEPTEMBER 16, 2010** at the Authority's Corporate Center main reception area between 8:30 AM to 5:00 PM, Monday through Friday or on-line at www.mpea.com. **Bidders acknowledge and agree that it is their responsibility to obtain any addenda that may be subsequently issued. Failure to conform to the requirements of any addenda may result in rejection of the Bid. The Authority will not be liable for Bidder's failure to obtain or download any addenda issued for a Bid.**

3.4 BID DEPOSIT AND CONTRACT SECURITY

- A. Each Bid shall be accompanied by a bid deposit in the form of a certified or cashier's check drawn on a National or Illinois State Bank and made payable to the Metropolitan Pier and Exposition Authority in the amount of One Thousand Dollars (\$1,000.00). Bid bonds are acceptable as bid deposits. **Company checks, personal checks and money orders are not acceptable as bid deposits.**
- B. **BIDS THAT ARE NOT ACCOMPANIED BY THE REQUIRED BID DEPOSIT AT THE TIME ESTABLISHED FOR RECEIPT OF BIDS SHALL BE REJECTED AS NON-RESPONSIVE.**
- C. By making such a bid deposit, the Bidder agrees that the proceeds thereof shall be retained as liquidated damages and become the property of the Authority under the conditions stipulated in the Required Form A, Bid Form.
- D. The bid deposit of the Successful Bidder will be returned to the Bidder after the Bidder has signed the **AUDIO VIDEO COMPONENTS, SUPPLIES AND**

REPAIRS Contract. All other bid deposits shall be returned to the Bidder as stipulated in Required Form A, Bid Form.

3.5 SUBMITTAL OF BID

- A. A **COMPLETE** original with the Bid Deposit attached, and **TWO (2) copies** of the Bid, must be submitted on the form furnished by the Authority. You must type or hand-write "**ORIGINAL**" on cover sheet. All blank spaces for bid prices must be filled in, either in ink or typewritten. In the event of a discrepancy between words and figures, the words shall govern. The "**ORIGINAL**" must contain the original signatures and the original notary certifications/seals.

All Bids must be received no later than eleven o'clock (11:00) AM Chicago time, on FRIDAY, OCTOBER 1, 2010, at Metropolitan Pier and Exposition Authority, Procurement Department, Corporate Center, 301 East Cermak Road, Chicago, Illinois 60616, First Floor, Receptionist Desk. Bids received after this time will be non-responsive and ineligible for consideration for the AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS Contract. No Bid may modify or substitute the items to be furnished or the work to be done. Bids that do not conform to the specifications of this request for bids may be deemed as non-responsive.

EACH BIDDER IS REQUESTED TO RETURN ALL PAGES OF THIS DOCUMENT IN ITS ENTIRETY AT THE TIME THE BID IS SUBMITTED. BIDS MUST BE RETURNED AS FOLLOWS;

A COMPLETED original of the Bid Package with the Bid Deposit attached, and two (2) copies of the Bid Package.

The Bid Package must include the following:

1. Bid Form
2. Special Conditions Regarding Minority and Women Owned Business Enterprises.
This attachment sets for the Authority's affirmative action requirements with particularity. It includes various affidavits, certifications and other reporting forms, which are required to be submitted with this Bid.
3. Statement of Bidder's Business Organization
4. Statement of Bidder's Qualifications and W-9. The Bidder shall submit copies of all certifications, licenses and financials, which are required as part of the Bid qualification process, in addition to any additional requirements and documentation attesting to Bidder's abilities as required by the Statement of Bidder's Business Organization including but limited to all statements detailing experience in the required fields of work.
5. Bidder/Proposer Certifications
6. Disclosure of Lobbyists
7. Form of Transmittal Letter
8. Notification of Exceptions
9. Vendor Registration Form

(ONLY COMPLETE IF THIS IS YOUR COMPANY'S FIRST EXPERIENCE WITH MPEA OR IF ANY INFORMATION PREVIOUSLY SUBMITTED HAS CHANGED)

- B. All Bids shall be submitted in a sealed envelopes clearly identified with "BID DOCUMENTS", the name of the project, the date of the bid opening, and the name of the Bidder, and shall be addressed to the METROPOLITAN PIER AND EXPOSITION AUTHORITY, Corporate Center, 301 East Cermak Road, Chicago, Illinois 60616.
- C. The Bidder shall not offer any gratuities, favors, or anything of monetary value to any Board Member, official, or employee of the Authority for the purpose of influencing consideration of the Bid. The Bidder shall not collude in any manner or engage in any practice with any other party. Violation of this instruction will cause the Bidder's response to this Bid to be rejected by the Authority. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures or subcontracts.
- D. Bids must be signed as follows:
- (1) If the Bidder is a corporation or limited liability company, the Bid must be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation or manager of the company, with the designation of his/her official capacity, and attested properly. The Bid must show the state in which the corporation is chartered. If the business organization is not chartered in the State of Illinois, the Bid must show whether or not it is licensed to transact business in the State of Illinois.
 - (2) If the Bidder is a firm or partnership, the Bid must be signed in the name or style under which the organization is doing business, by the partner, proper officer, or officers whose official capacity shall be designated. The name and address of each member of the organization must be shown on the Bid.
 - (3) If the Bidder is an individual, he/she must sign the Bid in person or by representative, stating the name or style, if any, under which he/she is doing business. If the signing is by representative, his/her Power of Attorney or other authorization shall be stated, and shall be proved if requested.
 - (4) If the Bidder is a joint venture, the Bid must be signed by each of the persons or firms which is a party to the Joint Venture Agreement. A certified copy of the Joint Venture Agreement must be attached to the Bid Form sheet. A joint venture will not be accepted unless the Joint Venture Agreement or some other signed and legally binding instrument is certified and attached to the Bid Form sheet containing provisions for one of the parties to the joint venture to be in full direction of the project and to exercise this direction through a single individual to be appointed Manager of Operations with the consent of all parties to the Joint Venture Agreement.
 - (5) In every case, the Bid must show the present business address of the Bidder at which communications shall be received and service of notices accepted.
- E. WHERE BID IS SIGNED BY AN AGENT OF THE BIDDER, EVIDENCE OF THE AGENT'S AUTHORITY TO SIGN MUST ACCOMPANY THE BID. If Bidder is a corporation, such evidence shall be a certified copy of that section of corporate by-laws or other authorization such as a Resolution by the Board of Directors, which

permits the person to sign the offer for the corporation. The name of each person signing the Bid shall be typed or printed below its signature.

- F. ANY NON-CONFORMING BID OR BID TIME STAMPED AFTER THE TIME STATED IN PARAGRAPH 3.5 A. OF THESE INSTRUCTIONS SHALL BE DEEMED NON-RESPONSIVE AND INELIGIBLE FOR CONSIDERATION.
- G. Written and facsimile modifications of Bids shall be considered only if received prior to the time stated for receipt of Bids. "MODIFICATIONS TO SEALED BID" shall be marked on the lower left-hand corner of the envelope in which the written modification is enclosed to prevent its being opened prior to the scheduled opening of the Bids. NO TELEPHONIC OR ORAL MODIFICATIONS SHALL BE ACCEPTED OR CONSIDERED.
- H. Any Bidder may withdraw its Bid by letter, facsimile, or in person with proper identification at anytime prior to the opening of the Bids. NO TELEPHONIC REQUEST TO WITHDRAW A BID SHALL BE ACCEPTED OR CONSIDERED.

The below checklist is for the use of the Bidder. Please ensure that below listed documents are included with the submitted Bid. Bids that do not contain all necessary documents will be deemed non-responsive and ineligible for consideration.

3.6 CONTRACT TERM

The **AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS** Contract begins on the Effective Date and shall remain in effect for 3 years. The Authority shall have the option to extend this Agreement under the same terms and conditions for additional periods not to exceed two years in total. In addition, the Authority has the right to extend any expiration date for a period of not more than thirty (30) days.

3.7 ADDENDA AND INTERPRETATIONS

- A. No oral interpretation of the meaning of the Bid Documents will be made to any Bidder.
- B. Requests for interpretation must be received no later than **WEDNESDAY, SEPTEMBER 22, 2010 at 2:00 PM Chicago time**. Every request for interpretation must be made in writing, addressed to the METROPOLITAN PIER AND EXPOSITION AUTHORITY, Procurement Department, 301 East Cermak Road, Chicago, Illinois 60616, ATTENTION: Carlyn E. Augustave, Buyer and emailed to mpeaprocurement@mpea.com, or faxed to (312) 791-6156. If any interpretations are issued, they will be e-mailed or faxed to all those prospective Bidders who attended the pre-submittal meeting as well as be available for download on the MPEA website at www.mpea.com. If e-mailed or faxed, interpretations will be transmitted to the Bidder at the submitted addresses/facsimile numbers furnished for such purposes not later than five (5) days prior to the date fixed for opening of Bids. Oral requests for interpretation will not receive responses.
- C. If a material change is to be made to the Bid Documents, it will be issued in the form of a written Addendum which will be e-mailed or faxed to all those prospective Bidders who attended the pre-submittal meeting as well as be available for download on the MPEA website at www.mpea.com. If e-mailed or faxed, interpretations will be transmitted to the Bidder at the submitted

addresses/facsimile numbers furnished for such purposes not later than five (5) days prior to the date fixed for opening of Bids.

- D. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Bidders are responsible for obtaining each Addendum and must acknowledge receipt of each Addendum that has been issued. The Bid Form contains spaces for the Bidders to inscribe the number of each Addendum that may be issued. If none are issued, fill these spaces with the word "NONE". **The Authority will not be liable for supplier's failure to obtain or download any addenda issued for a Bid.**

3.8 REJECTION OF BIDS

The Authority intends to award the Contract to the lowest, responsible and responsive Bidder. Notwithstanding the foregoing, the Authority hereby reserves the right to reject or to accept any or all Bids that, in its judgment, shall be in the best interest of the public.

Bids that contain omissions, erasures, alterations, or additions not called for, conditional or alternate Bids not called for, or that are irregular in any way, may be rejected as informal and insufficient. However, the Authority reserves the right to waive any and all informalities when it may deem such waiver to be in the best interest of the public.

3.9 INSTRUCTIONS FOR EXECUTING CONTRACT

The **AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS** Contract shall be in the form prescribed by the Authority and shall be signed by the Successful Bidder in triplicate within ten (10) days after receipt and returned to the Authority for signature. The Contract must be signed as proscribed above in Section 3.5 D.

3.10 EXEMPTION FROM TAXES

Bids shall include all Federal and State taxes in effect on the date of bid opening, except the Retailers' Occupation Tax, the Service Occupation Tax, (both state and local), the Use Tax and the Service Use Tax, since the Authority is exempt from such taxes.

3.11 COMPLIANCE WITH LAWS

The Successful Bidder shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the provision of services or items hereunder and shall ensure that all necessary licenses required by the City of Chicago and the State of Illinois are obtained.

3.12 CONTRACT DOCUMENTS

The Contract Documents shall consist of the Bid documents, including all Attachments, Exhibits, and any Addenda; the submitted Bid to the extent it is consistent with the Bid Documents, and the duly executed Contract. The documents are complementary and binding in whole or in part.

3.13 DIVISIBILITY AND MULTIPLE AWARDS

The Authority reserves the right to award this Agreement to one or more Bidders as it deems to be in its best interest.

3.14 BID CANVASSING

Bids will be canvassed on the basis of (a) bidder responsiveness, (b) bidder responsibility and (c) the Lowest Total Sum of prices bid for all items in each Category.

3.15 AWARD OF CONTRACT

The Authority shall undertake a thorough review of each submitted Bid. This review process may take approximately ninety (90) days, at which time the Board of the Authority may take the necessary steps to award the Contract or may, at its option, after informing the three (3) lowest Bidders in writing of its intention, extend the time to award the Contract an additional thirty (30) days.

3.16 CERTIFICATE OF LIABILITY INSURANCE

The Contractor must provide and maintain during the life of this Contract, at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverage's and requirements specified in **REQUIRED FORM H** insuring all operations related to the contract.

3.17 SPECIAL CONDITIONS REGARDING MINORITY & WOMEN BUSINESS ENTERPRISES

This solicitation contains language In accordance with the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/23.1 (b) the Authority has adopted and maintains a minority and female owned business enterprise procurement program for any and all work undertaken by the Authority. Goals established pursuant to the adoption of this program include the award of not less than **25%** of the annual dollar value of all contracts, purchase orders, or other agreements (collectively referred to as "contracts") to minority owned businesses (MBE) and **5%** of the annual dollar value of all contracts to female owned business enterprises (WBE). Please refer also to the Special Conditions Regarding Minority and Women owned Business Enterprises, **REQUIRED FORM I** for a detailed description of this program.

3.18 REPORTS/REPORTING CAPABILITIES

Bidders should have the ability to supply **DETAILED** reporting of all items supplied to the Authority under this contract.

3.19 TIE BIDS AND PROPOSALS

Tie bids or proposals are those from responsive and responsible vendors that are, in the case of bids, identical in price, and, in the case of proposals, identical in evaluation.

Tie bids or proposals will be resolved as follows:

1) The award shall be made by lot unless the Procurement Officer determines that:

- a) Awarding to one of the vendors is in the Authority's best interest because, for example, that vendor is likely to be more reliable or responsive to the Authority's needs, based on past performance; provides a better quality of the supply or service; or provides quicker delivery; or, in the case of proposals, because of a desire to take advantage of the lower price; or

- b) Splitting the award is in the Authority's best interest because of a need to ensure delivery of the supply or service, or is necessary or desirable to promote future competition, and provided the affected vendors agree to the split award.

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
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IV. SPECIFICATIONS

4.1 SCOPE OF CONTRACT

The Authority requires audio video components, supplies and repairs on an as needed basis to support the meeting rooms, ballrooms, patch rooms, sound rooms and exhibit halls throughout its facilities. The required various components consist of, microphones, amplifiers, cables, connectors and replacement parts for existing equipment. The Authority requires repair services for the various audio video components and supplies on an as-needed basis.

The Bidder agrees that the estimated quantities provided are estimated annual amounts ONLY and as such may not represent the actual requirements of the Authority during the life of the Contract. The Authority therefore reserves the right to increase or decrease the quantities shown herein at any time during the life of the Contract to correspond to the actual needs of the Authority, all such quantities to be paid at the price quoted herein. The Authority does not intend to purchase these quantities at one time, but on an as-needed basis throughout the term of the Contract.

4.2 DELIVERY LOCATIONS

Delivery shall be F.O.B. Receiving Rooms:

NORTH BUILDING
450 East 23rd Street
Chicago, Illinois 60616

SOUTH BUILDING
2301 South Mines Drive
Chicago, Illinois 60616

LAKE SIDE CENTER
2301 South Lake Shore Drive
Chicago, Illinois 60616*

WEST BUILDING
2301 South Indiana
Chicago, Illinois 60616

NAVY PIER
600 East Grand Avenue
Chicago, Illinois 60611

* NOTE: The Receiving Room at Lakeside Center has an entrance clearance of eleven feet two inches (11'2"). Deliveries that cannot clear this height shall be refused.

The Authority reserves the right to add other locations within its properties as it deems necessary.

4.3 DETAILED SPECIFICATIONS

Required Form A, Bid Form contains four (4) categories of various audio video components and supplies used by the Authority. Category 1: Adapters and Cables, Category 2: Sound System Replacement Parts, and Category 3: Microphones and Audio Accessories. Bidders must provide the unit price for each item listed, based on the estimated annual usage quantities provided.

In cases where substitutions are acceptable, the Bidder must provide the manufacturer name and product information/number in the space provided within the Bid Form. Otherwise, it is understood that the Bidder proposes to furnish the item so identified.

The Authority reserves the right to approve as an equal, or to reject as not being an equal, an article the Bidder proposes to furnish which contains major or minor variations from Specification requirements but which may comply substantially therewith.

A unit price must be provided for each item within a category in order to be considered for award of that category.

The Authority requires repair services for the various audio video components and supplies on an as-needed basis. Bidders must provide their hourly rate for repairs based on an estimated total of 250 yearly hours for Straight Time, Overtime 1 and Overtime 2 in Category 4.

Prices quoted in Required Form A, Bid Form are delivered prices. No shipping, handling, or delivery charges of any kind shall be honored by the Authority.

4.4 SHIPMENT

Purchase Orders shall be issued periodically specifying the materials and quantities required. Shipment shall be made in accordance with the quantities specified on each specific Purchase Order. It is not the Authority's intention that items be ordered and delivered at one time, but rather throughout the term of the contract.

Delivery shall be made in accordance with the requirements of the User Department. Any delivery other than what is requested will not be accepted.

4.5 WARRANTY

All equipment, including repaired items and parts, must be free from defects in parts, materials and workmanship under normal use and service for a period of 1-year from date of delivery. Parts and labor are included in the warranty. The warranty must be transferable to the Authority or the Successful Bidder must be authorized by the manufacturer to repair the equipment and/or replace any defective unit(s) during that one-year (1-year) period.

4.6 RETURN POLICY

The Successful Bidder will be responsible for any mis-shipments or damaged shipments and shall make arrangements with its common carrier or personnel to pick-up unacceptable items upon notification by the Authority, all without additional charge to the Authority. The Authority shall not be subject to restocking charges.

4.7 BACK ORDERS

Notification must be made during the ordering process when an item is on back order. Electronic or written notification of anticipated ship date must be sent to the Authority for any back orders that cannot be filled within ten (10) business days. The Authority will have the option of accepting or canceling the backorder or may submit a request for a substitute item. The Authority shall not be charged for expenses incurred due to the cancellation of backorders.

4.8 DISCONTINUED EQUIPMENT AND SUPPLIES

Contractor must notify the Authority within five (5) business days of placing an order of any discontinued equipment and supplies. An alternate product may be accepted if the alternate is comparable to the item ordered. Approval must be obtained from the Authority prior to delivery.

4.9 AVAILABILITY

In the event the Successful Bidder is unable to fill a specific Purchase Order (in full or in part), the Authority reserves the right to purchase same from available sources. The Authority also reserves the right to substitute or cancel certain items should a change in the requirements warrant.

4.10 REPRESENTATION AND WARRANTY

The Successful Bidder represents that all materials are of good quality and workmanship, and free from faults, deficiencies, and defects in material, both latent and patent. The Authority may return any nonconforming or defective materials to the Successful Bidder or require replacement of the materials at the time the defect is discovered, all at the Successful Bidder's expense. The Successful Bidder must replace any nonconforming or defective materials within 10 (ten) days of notification from the Authority's designated representative. Acceptance of materials and supplies by the Authority by payment shall not relieve the Successful Bidder of the responsibilities herein.

4.11 RELATED ITEMS

The Authority reserves the right to purchase related items from the Successful Bidder at a rate not greater than the rate offered to the State of Illinois or any other unit of local government.

4.12 CONTRACT TERM

The **AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS** Contract begins on the Effective Date and shall remain in effect for 3 years. The Authority shall have the option to extend this Agreement under the same terms and conditions for additional periods not to exceed two years in total. In addition, the Authority has the right to extend any expiration date for a period of not more than thirty (30) days.

4.13 REPORTS/REPORTING CAPABILITIES

Bidders should have the ability to supply **DETAILED** reporting of all items supplied to the Authority under this contract.

4.14 DEFAULT / AVAILABILITY

In case of default of the vendor, the Authority reserves the right to purchase equal services on the open market. In the case of default the Authority reserves the right to terminate the contract, to purchase equal products / services on the open market, suspend future business with the vendor, and other remedies available in law or in equity.

REQUIRED FORM A

BID FORM

BIDS SUBMITTED BY:

TO: THE METROPOLITAN PIER AND
EXPOSITION AUTHORITY
Corporate Center
301 East Cermak Road
Chicago, Illinois 60616

1.1 COMMITMENT TO ENTER CONTRACT

A. This is to certify that the undersigned, _____, hereinafter referred to as the Bidder, has read (1) the Advertisement, (2) the Instructions to and Requirements of Bidder, and (3) the Specifications for AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS prepared by the Metropolitan Pier and Exposition Authority, hereinafter referred to as the "Authority", and that the Bidder has made all the investigations and examinations required by said documents.

B. The undersigned hereby agrees to enter into AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS with the Authority, in substantially the Form of Contract attached to these Bid Documents (as Exhibit 1) and to furnish all the items or services required under the Contract.

1.2 CONTRACT PRICE

A. It is understood that (i) as to the Contract which may be awarded upon this Bid, the Authority shall purchase from the Bidder supplies and services of the kind described in the Contract; and (ii) it is the intention of the Authority that a Contract shall be awarded by the Board to the highest percent discount, responsible and responsive Bidder in terms of its fitness and capacity to furnish the quality of materials and workmanship considered to be best to meet the requirements of the Authority; and (iii) the Bid submitted under this document shall be on the basis of the Lowest Total Sum of prices bid for all items in each Category to the Authority, and (iv) the amount of deposit which shall accompany this Bid shall be One Thousand Dollars (\$1,000.00).

B. The undersigned hereby offers and agrees to furnish and deliver AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS for the Authority as follows:

Bidders may bid on one or multiple categories. Bidders must respond to **EACH** item in a category in order to be considered for an award in that category.

The Bidder agrees that the estimated quantities provided are estimated annual amounts ONLY and as such may not represent the actual requirements of the Authority during the life of the Contract. The Authority therefore reserves the right to increase or decrease the quantities shown herein at any time during the life of the Contract to correspond to the actual needs of the Authority, all such quantities to be paid at the price quoted herein.

In cases where substitutions are acceptable, the Bidder must provide the manufacturer name and product information/number in the space provided. Otherwise, it is understood that the Bidder proposes to furnish the item so identified.

A unit price must be provided for each item within a category in order to be considered for award of that category. Bids will be canvassed on the basis of (a) bidder responsiveness, (b) bidder responsibility and (c) the Lowest Total Sum of prices bid for all items in each Category.

CATEGORY I ADAPTERS AND CABLES				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
1.	BNC Male to Female Switchcraft <u>or</u> Approved Equal Manufacturer _____	100	\$ _____	\$ _____
2.	Female to Right Angle Male Switchcraft <u>or</u> Approved Equal Manufacturer _____	100	\$ _____	\$ _____
3.	SNS-6 T&B HEC BNC Connector	2000	\$ _____	\$ _____
4.	SNS-59 T&B HEC BNC Connector	2,000	\$ _____	\$ _____
5.	SNS-6 T & B F- Connector	6,000	\$ _____	\$ _____
6.	SNS-59 T & B F Connector	2,000	\$ _____	\$ _____
7.	F Connector Bulkhead w/Washer & Nut <u>or</u> Approved Equal Manufacturer _____	500	\$ _____	\$ _____
8.	BNC Bulkhead w / Washer & Nut <u>or</u> Approved Equal Manufacturer _____	500	\$ _____	\$ _____
9.	75 ohm Terminators RF Connector <u>or</u> Approved Equal Manufacturer _____	500	\$ _____	\$ _____
10.	75 ohm Terminators BNC Connector <u>or</u> Approved Equal Manufacturer _____	300	\$ _____	\$ _____
11.	Mini pin to RCA Female <u>or</u> Approved Equal Manufacturer _____	100	\$ _____	\$ _____
12.	PL 258 Straight Adapters <u>or</u> Approved Equal Manufacturer _____	100	\$ _____	\$ _____
13.	BNC Female to RCA Male Switchcraft <u>or</u> Approved Equal Manufacturer _____	100	\$ _____	\$ _____
14.	RCA Male to RF Female <u>or</u> Approved Equal Manufacturer _____	100	\$ _____	\$ _____

CATEGORY I ADAPTERS AND CABLES				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
15.	RCA Male to BNC Male <u>or</u> Approved Equal Manufacturer _____	100	\$ _____	\$ _____
16.	RF Male to RCA Female <u>or</u> Approved Equal Manufacturer _____	100	\$ _____	\$ _____
17.	RCA Male to BNC Female <u>or</u> Approved Equal Manufacturer _____	100	\$ _____	\$ _____
18.	BNC 90 degree Twist on Plug <u>or</u> Approved Equal Manufacturer _____	100	\$ _____	\$ _____
19.	BNC Twist on Plug <u>or</u> Approved Equal Manufacturer _____	100	\$ _____	\$ _____
20.	BIDA 550-50 Stock # 5400-55 BIDA Broadband distribution amplifier, Blonder Tongue Laboratories, Inc.	5	\$ _____	\$ _____
21.	IT-1000 Snap and Seal Tool	5	\$ _____	\$ _____
22.	IT-10002 Stripper Replacement Kit	5	\$ _____	\$ _____
23.	T&B SNS UTL Tool	5	\$ _____	\$ _____
24.	2 Way Splitters Must be 0-1000 mghz	50	\$ _____	\$ _____
25.	3 Way Splitters Must be 0-1000 mghz	50	\$ _____	\$ _____
26.	4 Way Splitters Must be 0-1000 mghz	50	\$ _____	\$ _____
27.	1/4" unbalanced male to stereo mini pin 3' black <u>or</u> Approved Equal Manufacturer _____	50	\$ _____	\$ _____
28.	37F2908 1/4" phone to 1/4" phone 3' Switchcraft <u>or</u> Approved Equal Manufacturer _____	25	\$ _____	\$ _____
29.	37F2957 RCA to RCA 3' Cable Switchcraft <u>or</u> Approved Equal Manufacturer _____	25	\$ _____	\$ _____
30.	"Y" RCA male to 2 RCA females Switchcraft <u>or</u> Approved Equal Manufacturer _____	25	\$ _____	\$ _____
31.	"Y" RCA Female to 2 RCA Males Switchcraft <u>or</u> Approved Equal Manufacturer _____	25	\$ _____	\$ _____
32.	389 XLR to XLR Audio Adapter Switchcraft <u>or</u> Approved Equal Manufacturer _____	50	\$ _____	\$ _____

CATEGORY I ADAPTERS AND CABLES				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
33.	390 XLR to XLR Audio Adapter Switchcraft or Approved Equal Manufacturer	50	\$ _____	\$ _____
34.	S3FM XLR to XLR Audio Adapter Switchcraft or Approved Equal Manufacturer	50	\$ _____	\$ _____
35.	321 XLR to RCA Audio Adapter Switchcraft or Approved Equal Manufacturer	50	\$ _____	\$ _____
36.	322 XLR to RCA Audio Adapter Switchcraft or Approved Equal Manufacturer	50	\$ _____	\$ _____
37.	323 XLR to RCA Audio Adapter Switchcraft or Approved Equal Manufacturer	50	\$ _____	\$ _____
38.	324 XLR to RCA Audio Adapter Switchcraft or Approved Equal Manufacturer	50	\$ _____	\$ _____
39.	383A XLR to 1/4" Audio Adapter Switchcraft or Approved Equal Manufacturer	25	\$ _____	\$ _____
40.	384A XLR to 1/4" Audio Adapter Switchcraft or Approved Equal Manufacturer	25	\$ _____	\$ _____
41.	386A XLR to 1/4" Audio Adapter Switchcraft or Approved Equal Manufacturer	25	\$ _____	\$ _____
42.	387A XLR to 1/4" Audio Adapter Switchcraft or Approved Equal Manufacturer	25	\$ _____	\$ _____
43.	330P 1/4" to RCA Audio Adapter Switchcraft or Approved Equal Manufacturer	25	\$ _____	\$ _____
44.	336A 1/4" to RCA Audio Adapter Switchcraft or Approved Equal Manufacturer	25	\$ _____	\$ _____
45.	345A 1/4" to RCA Audio Adapter Switchcraft or Approved Equal Manufacturer	25	\$ _____	\$ _____
46.	330F1 RCA to RCA Audio Adapter Switchcraft or Approved Equal Manufacturer	25	\$ _____	\$ _____
47.	330F2 RCA to RCA Audio Adapter Switchcraft or Approved Equal Manufacturer	25	\$ _____	\$ _____
48.	349A RCA to RCA Audio Adapter Switchcraft or Approved Equal Manufacturer	25	\$ _____	\$ _____
49.	18QD18 2' 1/4" mil type Audio Patchcord Switchcraft or Approved Equal Manufacturer	25	\$ _____	\$ _____

CATEGORY I ADAPTERS AND CABLES				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
50.	Shure L-19 line matching transformer	25	\$ _____	\$ _____
51.	A3F Female XLR Switchcraft or Approved Equal Manufacturer _____	25	\$ _____	\$ _____
52.	A3M Male XLR Switchcraft or Approved Equal Manufacturer _____	25	\$ _____	\$ _____
53.	XLR microphone lines 20' green steel connectors only	50	\$ _____	\$ _____
54.	XLR microphone lines 30' green steel connectors only	50	\$ _____	\$ _____
55.	XLR microphone lines 50' green steel connectors only	25	\$ _____	\$ _____
56.	XLR microphone lines 75' green steel connectors only	25	\$ _____	\$ _____
57.	XLR microphone lines 100' green steel connectors only	25	\$ _____	\$ _____
58.	Fan to Box audio snake 24 channel Steel box only 100'	5	\$ _____	\$ _____
59.	18QF18 3' 1/4" Mil type Audio Patchcord Switchcraft or Approved Equal Manufacturer _____	50	\$ _____	\$ _____
60.	18QH18 4' 1/4" Mil type Audio Patchcord Switchcraft or Approved Equal Manufacturer _____	50	\$ _____	\$ _____
CATEGORY I – TOTAL SUM OF EXTENDED COST				\$ _____

CATEGORY II SOUND SYSTEM REPLACEMENT PARTS				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
1.	MA-1202 Crown Amplifiers or Approved Equal Manufacturer _____	2	\$ _____	\$ _____
2.	MA-2402 Crown Amplifiers or Approved Equal Manufacturer _____	2	\$ _____	\$ _____
3.	MA-3600VZ Crown Amplifiers or Approved Equal Manufacturer _____	2	\$ _____	\$ _____
4.	MA-5002VZ Crown Amplifiers or Approved Equal Manufacturer _____	2	\$ _____	\$ _____
5.	MT-1200 Crown Amplifiers	2	\$ _____	\$ _____

CATEGORY II SOUND SYSTEM REPLACEMENT PARTS				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
6.	MT-2400 Crown Amplifiers <u>or</u> Approved Equal Manufacturer _____	2	\$ _____	\$ _____
7.	MT-600 Crown Amplifiers <u>or</u> Approved Equal Manufacturer _____	2	\$ _____	\$ _____
8.	Crest Audio CA 6 Amplifiers <u>or</u> Approved Equal Manufacturer _____	2	\$ _____	\$ _____
9.	Crest Audio CA 9 Amplifiers <u>or</u> Approved Equal Manufacturer _____	2	\$ _____	\$ _____
10.	Crest Audio CA 12 Amplifiers <u>or</u> Approved Equal Manufacturer _____	2	\$ _____	\$ _____
11.	Crest Audio CA 18 Amplifiers <u>or</u> Approved Equal Manufacturer _____	2	\$ _____	\$ _____
12.	ED 4800 8 ch auto mixer	2	\$ _____	\$ _____
13.	IEDNO 5104 Amp Card	2	\$ _____	\$ _____
14.	I IED 6207L Feedback Exterminator	2	\$ _____	\$ _____
15.	IED 5201S Mix Card	2	\$ _____	\$ _____
16.	IED 4800 8 ch audio mixer	2	\$ _____	\$ _____
17.	Oxmoor 1300079 power supply card	2	\$ _____	\$ _____
18.	Oxmoor RC 16 room control	2	\$ _____	\$ _____
19.	Oxmoor MCS-L1 room combiner	2	\$ _____	\$ _____
20.	White 4675 Equalizer <u>or</u> Approved Equal Manufacturer _____	1	\$ _____	\$ _____
21.	DBX 1066 Line Gate Compressor	1	\$ _____	\$ _____
22.	DBX 215/131 Graphic equalizer	1	\$ _____	\$ _____
23.	Oxmoore RCM2-CP Control Panel	1	\$ _____	\$ _____
24.	Oxmoore DEQ-2 Hi Resolution Graphic	1		
25.	Oxmoore RCS-CPR Room Combiner	1	\$ _____	\$ _____
26.	Oxmoore RCM-4 Combining Module	1	\$ _____	\$ _____
27.	Oxmoore RMX 44 Mixing Matrix	1	\$ _____	\$ _____
28.	Oxmoore DCA-2 Digital Control Attenuator	1	\$ _____	\$ _____
29.	Rane GQ-30 Equalizer	1	\$ _____	\$ _____
30.	IED6207L Amplifier Card	4	\$ _____	\$ _____
31.	IED # IED0112PLC-KS Volume control panel	2	\$ _____	\$ _____

CATEGORY II SOUND SYSTEM REPLACEMENT PARTS				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
32.	Sigma Electronics VDA-515 Video Distribution Amp	2	\$ _____	\$ _____
33.	Sigma Electronics ADA-526 Rev B Audio Distribution Amp	2	\$ _____	\$ _____
34.	Atlas Soundolier ACRL 191A Power Conditioner	1	\$ _____	\$ _____
35.	Sabine FBX 900 Feedback Exterminator	2	\$ _____	\$ _____
36.	Sabine FBX 1200 Feedback Exterminator	2	\$ _____	\$ _____
37.	IED 4800 8-Channel Mixer	1	\$ _____	\$ _____
38.	IED 500ACS Mainframe System	1	\$ _____	\$ _____
39.	IED 500FT/500C ACS Mic Interface	2	\$ _____	\$ _____
40.	IED 500GT/500D ACS Zone Output Card	2	\$ _____	\$ _____
41.	IED 500RT/500R65 8-Channel Digital Record/Playback (DRP) Card	2	\$ _____	\$ _____
42.	IED 5032-10 5000 Series Mainframe – 10 Card Slots	2	\$ _____	\$ _____
43.	IED 508DTG-NET Paging Station	1	\$ _____	\$ _____
44.	IED 508SRM-8 Microphone Station	1	\$ _____	\$ _____
45.	IED 508T-1 Microphone Station	1	\$ _____	\$ _____
46.	IED 510N Digital Frame Link Card	1	\$ _____	\$ _____
47.	IED 518 Paging Station	1	\$ _____	\$ _____
48.	IED 540IAC Attenuator Card	2	\$ _____	\$ _____
49.	IED 540M Ambient Analysis System Mainframe	1	\$ _____	\$ _____
50.	IED 540S Remote Sensor	1	\$ _____	\$ _____
51.	IED 591R Rack Computer	1	\$ _____	\$ _____
52.	IED 591SER Dell Server	1	\$ _____	\$ _____
53.	IED 596SGFI Dual Current Sensing Ground Fault Indicator	1	\$ _____	\$ _____
54.	IED 6160L Power Amplifier Mainframe	1	\$ _____	\$ _____
55.	IED 6208L 8 Ohm, 200 Watt Power Amplifier Cards	2	\$ _____	\$ _____
56.	IED 6270L 70 Volt, 200 Watt Power Amplifier Card	2	\$ _____	\$ _____
57.	IED 6272L Dual 100 Watt, 70V Power Amp Card	2	\$ _____	\$ _____
58.	IED 631 500ACS 32-Bit Software	1	\$ _____	\$ _____
59.	IED 635 Ambient Analysis Software	1	\$ _____	\$ _____
60.	IED 6800-8 Power Amplifier Mainframe	1	\$ _____	\$ _____
61.	IED IPAU, NDU titan Node Distribution Unit	1	\$ _____	\$ _____

CATEGORY II SOUND SYSTEM REPLACEMENT PARTS				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
62.	IED T9032MT Monitor Test	1	\$ _____	\$ _____
63.	Blondertongue 1902 SCVS-2 Splitter	2	\$ _____	\$ _____
64.	Blondertongue 1940-30 SRT Directional	2	\$ _____	\$ _____
65.	Blondertongue 1940-9 SRT Directional	2	\$ _____	\$ _____
66.	Blondertongue 1944-11 SRT-4a Directional	1	\$ _____	\$ _____
67.	Blondertongue 1944-14 SRT-4a Directional	1	\$ _____	\$ _____
68.	Blondertongue 1944-20 SRT-4a Directional	1	\$ _____	\$ _____
69.	Blondertongue 1944-23 SRT-4a Directional	1	\$ _____	\$ _____
70.	Blondertongue 1944-26 SRT-4a Directional	1	\$ _____	\$ _____
71.	Blondertongue 1944-8 SRT-4a Directional	1	\$ _____	\$ _____
72.	Blondertongue 1948-8 SRT-8a Directional	1	\$ _____	\$ _____
73.	Blondertongue 3448-12 LE-860 Cable Equalizer	1	\$ _____	\$ _____
74.	Blondertongue 3448-15 LE-860 Cable Equalizer	1	\$ _____	\$ _____
75.	Blondertongue 3448-18 LE-860 Cable Equalizer	1	\$ _____	\$ _____
76.	Blondertongue 3448-3 LE-860 Cable Equalizer	1	\$ _____	\$ _____
77.	Blondertongue 3448-6 LE-860 Cable Equalizer	1	\$ _____	\$ _____
78.	Blondertongue 3448-9 LE-860 Cable Equalizer	1	\$ _____	\$ _____
80.	Blondertongue 4375 DSV-42 Band	1	\$ _____	\$ _____
81.	Blondertongue 4376 DSV-42 Band	1	\$ _____	\$ _____
82.	Blondertongue 5908 AM-OPT 02, Video Input, BNC Connector	2	\$ _____	\$ _____
83.	Blondertongue 5904 AM-OPT 04, Sub-Band Output	2	\$ _____	\$ _____
84.	Blondertongue 5909 AM-OPT 09, Balanced Audio Input, 600 Ohm, Stocking Option	2	\$ _____	\$ _____
85.	Blondertongue 59043 AM-40-750B, Agile Audio/Video Modulator	1	\$ _____	\$ _____
86.	Blondertongue 5957 OC-8d, Passive Combiner	2	\$ _____	\$ _____
87.	Blondertongue 59818 AP-60-750B, Agile Heterodyne Processor	2	\$ _____	\$ _____
88.	Blondertongue 59177 AP-OPT 17, Sub-Band Input, 7-49 MHz	2	\$ _____	\$ _____

CATEGORY II SOUND SYSTEM REPLACEMENT PARTS				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
89.	Blondertongue Bida 86b-30 Braodband Indoor Distribution Amplifier 30db, 54-860MHz, Integrated Active Return (5-42MHz)	2	\$ _____	\$ _____
90.	Cisco AIR-PWRINJ-FIB Power Injector	1	\$ _____	\$ _____
91.	General Electric 515R1 15-Slot Card Cage	1	\$ _____	\$ _____
92.	General Electric 515PS1 Power Supply	1	\$ _____	\$ _____
93.	General Electric 517EPS1 Power Supply	1	\$ _____	\$ _____
94.	General Electric 517R1 17-Slot Card Cage	1	\$ _____	\$ _____
95.	General Electric B748AVR-RST1 Two-Way Video and Two-Way, 2-Channel Audio and Contact Closure	2	\$ _____	\$ _____
96.	QSC 160S-24 Rave 16 Channel	1	\$ _____	\$ _____
97.	QSC 161S-24 Rave 16 Channel	1	\$ _____	\$ _____
98.	QSC 1885S-24 Rave 16 Channel	1	\$ _____	\$ _____
99.	Atlas AT100 Volume Control	4	\$ _____	\$ _____
100.	Atlas MVXA-2008 Audio Monitor Panel	1	\$ _____	\$ _____
101.	Crestron C2ENET-1 Single Port Ethernet Card for 2-Series Control Systems	2	\$ _____	\$ _____
102.	Crestron C2N-SPWS300 300 Watt Cresnet Power Supply	2	\$ _____	\$ _____
103.	Crestron CNPWS-75 External 75 Watt Power Supply	2	\$ _____	\$ _____
104.	Crestron CNWMBG-10A 10 Button Panel	1	\$ _____	\$ _____
105.	Crestron PRO2 Processor	1	\$ _____	\$ _____
106.	Extron VTG 300r Video Test	2	\$ _____	\$ _____
107.	Hewlett Packard J4858B One 100Base-SX port with LC connectors	2	\$ _____	\$ _____
108.	Hewlett Packard J4900B Pro-curve 2626 Switch	1	\$ _____	\$ _____
109.	Hewlett Packard J4839A Pro-Curve Switch gl/xl Redundant Power Supply	1	\$ _____	\$ _____
110.	Hewlett Packard J8770A Pro-Curve 4204vl Switch	1	\$ _____	\$ _____
111.	Hewlett Packard J8773A ProCurve 4208vl Switch	1	\$ _____	\$ _____
112.	Hewlett Packard J8765A ProCurve Switch vl 24-Port 10/100-TX Module	2	\$ _____	\$ _____
113.	Hewlett Packard J8776A Pro-Curve Switch vl 4-port Module with 4 mini-GBIC XCVR slots	2	\$ _____	\$ _____
114.	Lowell MP-2 Audio Monitor Panel	1	\$ _____	\$ _____

CATEGORY II SOUND SYSTEM REPLACEMENT PARTS				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
115.	M-audio AUDIOPHILE Audio Interface	1	\$ _____	\$ _____
116.	M-audio TRANSIT High Resolution	1	\$ _____	\$ _____
117.	IED GUI McCormick Place Graphical User Interface	1	\$ _____	\$ _____
118.	Cisco 871 Access Router	1	\$ _____	\$ _____
119.	Atlas 12 CXT60 Spk 12 In Coax T7/60w	2	\$ _____	\$ _____
120.	Atlas 164-12 12" Square White Baffle	2	\$ _____	\$ _____
121.	Atlas 164-8A 8" Square White Baffle	2	\$ _____	\$ _____
122.	Atlas 51-4 Baffle	2	\$ _____	\$ _____
123.	Atlas 81-8R Til Brg 9 In Rn	2	\$ _____	\$ _____
124.	Atlas 8CXT60 Spk 8 in Coax T7/60w	2	\$ _____	\$ _____
125.	Atlas 95-8-7/NK Enc 8 In Rn Glas	2	\$ _____	\$ _____
126.	Atlas 96-4/NK Back Box	2	\$ _____	\$ _____
127.	Atlas ACRL-191B Ac Power Panel	1	\$ _____	\$ _____
128.	Atlas AF140 150w Transformer	1	\$ _____	\$ _____
129.	Atlas AH5040CD Hm Cd 15" Lf 2-Way	1	\$ _____	\$ _____
130.	Atlas FA138T167 8" Strategy Series	2	\$ _____	\$ _____
131.	Atlas FA51-8 Baf 8 In Rn Crs Wht	2	\$ _____	\$ _____
132.	Atlas FA81-8 Til Brg 8 In Rn	2	\$ _____	\$ _____
133.	Atlas FA97-8/NK Enc 8 In Rn Fa .215c'	2	\$ _____	\$ _____
134.	Atlas FMA44-25SA Fma44-25sa	2	\$ _____	\$ _____
135.	Atlas FMA44-36G Fma44-36g	2	\$ _____	\$ _____
136.	Atlas GD87W Spk 8 In Coax T7/8w	2	\$ _____	\$ _____
137.	Atlas Q418/NK Enc 8 In Sq	2	\$ _____	\$ _____
138.	Atlas Q4812/NK Enc 12 In Sq	2	\$ _____	\$ _____
139.	Atlas SH15-3 Sh15-3	2	\$ _____	\$ _____
140.	Atlas SM12CXT-B Spk Sys Cab 12" 2-Wy	2	\$ _____	\$ _____
141.	Atlas SM82T White Spk Sys 8" 2-Wy Surf	2	\$ _____	\$ _____
142.	Chase Security CSMKDG Vandal Resistant Enclosure	2	\$ _____	\$ _____
143.	Rane MLM-82A 8 Input Mixer	1	\$ _____	\$ _____
144.	RDL TX-70A 25/70/100 V Input Interface-Unbalanced Line Out	1	\$ _____	\$ _____
145.	Videotek ADA-16 Audio Da	2	\$ _____	\$ _____
146.	Videotek VDA-16 Video Da	2	\$ _____	\$ _____

CATEGORY II SOUND SYSTEM REPLACEMENT PARTS				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
147.	Williams Sound PPA R350n 8-Channel Personal	1	\$ _____	\$ _____
148.	Williams Sound WIR RX12-4N Ir Receiver	1	\$ _____	\$ _____
149.	Williams Sound WIR-TX90 Ir Transmitter	1	\$ _____	\$ _____
150.	Crown Macro Tech 5000 V2 Amplifier	5	\$ _____	\$ _____
CATEGORY II – TOTAL SUM OF EXTENDED COST				\$ _____

CATEGORY III MICROPHONES AND AUDIO ACCESSORIES				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
1.	Shure M367 6x1 mixer w/ meter	2	\$ _____	\$ _____
2.	Marantz CD 420 MP3/CD recorder	2	\$ _____	\$ _____
3.	Denon Cat# DCM280P	2	\$ _____	\$ _____
4.	Anchor Audio Cat# AN1000X	2	\$ _____	\$ _____
5.	Onkyo DV SP301P DVD player	2	\$ _____	\$ _____
6.	Rane DA216A Distribution Amp	2	\$ _____	\$ _____
7.	ClearOne Cat# XAPTH2	1	\$ _____	\$ _____
8.	Rolls RM-64 Zome Mixer	1	\$ _____	\$ _____
9.	Whirlwind Q Boxes	4	\$ _____	\$ _____
10.	Galaxy Audio CM-140 SPL meter	1	\$ _____	\$ _____
11.	Miljack Cat# M642/2-2	10	\$ _____	\$ _____
12.	Atlas MS-20E Floor stands	5	\$ _____	\$ _____
13.	Atlas DS-5 Table Stands	5	\$ _____	\$ _____
14.	Soundcraft Spirit Powerstation 600	1	\$ _____	\$ _____
15.	Electro Voice SX300E Speakers	4	\$ _____	\$ _____
16.	Neutrik Speakon speaker cables 50' 2 Conductors	4	\$ _____	\$ _____
17.	Neutrik Speakon cable couplings	4	\$ _____	\$ _____
18.	Shure combo System U124S/58	6	\$ _____	\$ _____

CATEGORY III MICROPHONES AND AUDIO ACCESSORIES				
DESCRIPTION		ESTIMATED ANNUAL UNIT TOTAL	UNIT PRICE	EXTENDED PRICE
19.	Shure Mixed Combo System U124M/58	6	\$ _____	\$ _____
20.	Shure Dual Combo Systems U124D/58	6	\$ _____	\$ _____
21.	Shure SM-57 microphone	10	\$ _____	\$ _____
22.	Shure WL-183	10	\$ _____	\$ _____
23.	Shure SM-11 microphones Lavalier	20	\$ _____	\$ _____
24.	Shure SM-58 microphones	20	\$ _____	\$ _____
CATEGORY III – TOTAL SUM OF EXTENDED COST				\$ _____

CATEGORY IV REPAIR SERVICES For audio video components (not including the cost of parts)				
DESCRIPTION		TOTAL ESTIMATED HOURS PER YEAR	HOURLY RATE	EXTENDED PRICE
1.	Straight Time: Provide the hourly rate for <i>Straight Time (Monday –Friday within 8 hours per day)</i>	250	\$ _____	\$ _____
2.	Overtime 1: Provide the hourly rate for <i>Overtime 1 (Excess of 8 hours per day Monday – Friday or all hours on Saturday)</i>	250	\$ _____	\$ _____
3.	Overtime 2: Provide the hourly rate for <i>Overtime 2 (Sundays and Holidays)</i>	250	\$ _____	\$ _____
CATEGORY IV – TOTAL SUM OF EXTENDED COST				\$ _____

TRANSFER CATEGORY TOTALS ABOVE TO TABLE BELOW

CATEGORY	CATEGORY TOTALS
CATEGORY I – ADAPTERS AND CABLES	\$ _____
CATEGORY II – SOUND SYSTEM REPLACEMENT PARTS	\$ _____
CATEGORY III – MICROPHONES & AUDIO ACCESSORIES	\$ _____
CATEGORY IV – REPAIR SERVICES	\$ _____

Commodity Code #939-06 - AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS

PAYMENT WILL BE SUBJECT TO ACCEPTANCE BY THE AUTHORITY OF THE SERVICES PROVIDED BY THE CONTRACTOR.

Person to contact regarding Bid:

Name: _____ FEIN: _____

Address: _____

Telephone: _____ Facsimile: _____

Location of facility where inventory is maintained:

Address _____

Telephone Number _____

E-Mail Address _____

1.3 BID DEPOSIT

- A. The undersigned agrees that the bid deposit, in the amount of **One Thousand Dollars (\$1,000.00)**, enclosed herewith, payable to the METROPOLITAN PIER AND EXPOSITION AUTHORITY, is the measure of liquidated damages which said Authority shall sustain and that the proceeds here from shall become the property of said Authority if for any reason the undersigned:

- (1) Withdraws its Bid after opening of the Bids and prior to the time the **AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS** have been signed and delivered to the Authority.
 - (2) Upon written notification of the Award of the Contract to him/her, he/she fails to properly sign and deliver to the Authority the **AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS** within ten (10) days after such Agreement has been mailed to the undersigned for execution.
- B. The undersigned further agrees that the Authority shall have the right to retain the bid deposit as needed for the period of bid evaluation and contract preparation not to exceed one hundred twenty (120) days from the date of the opening of the Bids if the undersigned is one of the three (3) lowest Bidders, and for a period of ten (10) days from the date of opening of the Bids if the undersigned is not one of the three (3) lowest Bidders. At the expiration of said time, said bid deposit shall be returned to the undersigned unless said bid deposit has become the property of the Authority as liquidated damages for one of the reasons stipulated above.
- C. The undersigned further agrees that withdrawal of this Bid, or failure to sign **AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS** within the time herein-above set forth, shall automatically bar the undersigned from any further consideration and terminate any and all rights the undersigned may have acquired in, by, or through this Bid.
- D. The undersigned further agrees that the Authority shall have the right to reject any or all Bids.

1.4 STATEMENT OF BIDDER'S BUSINESS ORGANIZATION

The undersigned hereby states that in addition to the information required by Sub-paragraph 3.5, A., he/she has provided all the information required in the attached Attachments that are a part of this Bid.

1.5 BIDDER CERTIFICATIONS

The undersigned further states that he/she has properly executed Required Form D, Bidder Certifications which is a part of this Bid.

1.6 MINORITY BUSINESS ENTERPRISE(S)/WOMEN-OWNED BUSINESS ENTERPRISE(S)

The undersigned further states that he/she has properly executed, or properly caused to be executed, and has submitted, all appropriate documents relating to MBE(s)/WBE(s) as required by the Bid, including specifically Required Form I.

1.7 CONTRACT TERM

This Contract begins on the Effective Date and shall remain in effect for 3 years. The Authority shall have the option to extend this Agreement under the same terms and conditions for additional periods not to exceed two years in total. In addition, the Authority has the right to extend any expiration date for a period of not more than thirty (30) days.

1.8 SIGNATURES
(If an Individual)

Signature of Bidder

Business Address _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 2010.

NOTARY PUBLIC

(SEAL)

1.8 SIGNATURES (Continued)
(If a Partnership)

Firm Name

By _____

Title _____

By _____

Title _____

Business Address _____

Names and addresses of all members of the firm:

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 2010.

NOTARY PUBLIC

(SEAL)

Corporate or Company

Name_____

Signature of President, Manager, or Authorized Officer

Title_____

Business Address

Note: In the event that this Bid is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws, company operating agreement, or other authorization, such as a Resolution by the Board of Directors or Managers, which permits the person to sign the offer for the corporation.

CORPORATE SEAL

President_____

Vice President_____

Secretary_____

Treasurer_____

Attest: _____

Secretary

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 2010.

NOTARY PUBLIC

(SEAL)

1.8 SIGNATURES (Continued)
(If a Joint Venture)

Joint Venture Name _____

Business Address _____

Signature for Joint Venture Firm _____

Title _____

Signatures of Parties to Joint Venture

Firm _____

By _____

Title _____

Address _____

Signatures of Parties to Joint Venture Firm

By _____

Title _____

Address _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 2010.

NOTARY PUBLIC

REQUIRED FORM B

STATEMENT OF BUSINESS ORGANIZATION

NAME OF PROJECT: _____

PROJECT NUMBER: _____

BIDDER/PROPOSER: _____

Note: Each Bidder/Proposer is obligated to notify the Authority of any changes in its ownership or in its officers and directors at the time such changes occur if the change occurs during bid evaluation or during the Contract term.

1. If the Bid/ Proposal is submitted by an individual, answer questions listed below:

(a) Name _____

(b) Official Address _____

(c) Telephone _____ Email address _____

(d) Fax Number _____

(e) FEIN _____

(f) Is the individual authorized to do business in Illinois? ☐ YES ☐ NO

2. If the Bid/Proposal is submitted by a partnership, answer questions listed below:

(a) Firm Name _____

(b) Official Address _____

(c) Fax Number _____

(d) Telephone Number _____

(e) FEIN _____

(f) List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in the business organization.

Holding firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity's name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in such "holding firm". (Use a separate page if necessary).

Affiliated entities: List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in any affiliated entities. (Use a separate page if necessary)

Name	Percentage Ownership

(g) List the names of all managing partners:

(h) Is partnership authorized to do business in Illinois? ☐YES ☐NO

3. If the Bid/Proposal is submitted by a corporation or limited liability company (LLC), answer questions listed below:

(a) Corporate or Company Name _____

(b) Date of Incorporation _____

(c) State of incorporation _____

(d) If incorporated in another State, are you authorized to do business in the State of Illinois?
☐YES ☐NO

(e) Name and address of registered agent _____

(f) Fax Number _____

(g) Telephone _____ Email address _____

(h) FEIN _____

(i) List the names of all officers and directors:

(j) List each individual having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in the business organization.

Holding firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity's name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in such "holding firm". (Use a separate page if necessary).

Affiliated entities: List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in any affiliated entities. (Use a separate page if necessary)

Name	Percentage Ownership

4. Is Company a certified minority or woman owned business enterprise? ☐ YES ☐ NO

If yes, check one: ☐ MBE ☐ WBE

Certified by: ☐ City of Chicago
☐ Chicago Minority Supplier Development Council
☐ County of Cook
☐ Women's Business Development Center
☐ State of Illinois, Department of Central Management Services

Date of Certification: _____

Please attach copy of current certification letter.

I declare that this Statement of Bidder's Business Organization has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

(Signature)

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2010.

NOTARY PUBLIC

(SEAL)

REQUIRED FORM C

STATEMENT OF QUALIFICATIONS

Bidder must furnish all of the following information relative to its ability, experience, and financial resources available for the fulfillment of the Contract.

1. The number of consecutive years that Bidder has been engaged in the business under the present firm name _____.

Number of consecutive years at this location: _____.

Date when business was organized _____.

2. List all pertinent organizations and associations of which Bidder is currently a member:

3. Provide the overall ratio of managers to personnel. _____

4. A. State approximately the value of the three (3) largest contracts your organization has had **providing products or services similar** to the requirements set forth in the Bid/Request Document, giving the name and location of the firm with whom you contracted.

<u>Firm</u>	<u>Location</u>	<u>Contract Value</u>
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____

- B. State the names and locations of any governmental bodies with whom your organization has had contracts **providing products or services similar** to the requirements set forth in the Bid/Request Document.

<u>Firm</u>	<u>Location</u>	<u>Contract Value</u>
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____

5. **Within the last five (5) years**, list below three (3) references for the three (3) largest contracts your organization has had **providing products or services similar** to the requirements set forth in the Bid/Request Document, giving the name of the person we are authorized to contact:

A. Company Name_____

Contact_____

Title_____

Address_____

Telephone_____Email address_____

Contract Duration _____

Contract Size _____

B. Company Name_____

Contact_____

Title_____

Address_____

Telephone_____Email address_____

Contract Duration _____

Contract Size _____

C. Company Name_____

Contact_____

Title_____

Address_____

Telephone_____Email address_____

Contract Duration _____

Contract Size _____

6. List below two (2) trade references:

A. Company Name_____

Contact_____

Title_____

Address_____

Telephone_____Email address_____

Length of Relationship_____

B. Company Name_____

Contact_____

Title_____

Address_____

Telephone_____Email address_____

Length of Relationship_____

7. List below one (1) bank reference:

Company Name_____

Contact_____

Title_____

Address_____

Telephone_____Email address_____

Length of Relationship_____

8. Identify all union contracts to which you are a signatory.

9. Provide evidence of the ability to provide insurance coverage as specified in Required Form H.

10. Has Bidder ever refused to sign a contract? Y ___ N ___ At the original price? Y ___ N ___

If yes to either question, provide details. _____

11. Has Bidder ever been terminated for cause? _____ If yes, provide details. _____

12. Has Bidder ever defaulted on a contract? _____ If yes, provide details. _____

13. Has Bidder or any related or affiliated entity, ever been adjudged a bankrupt, been subject to a receivership or an order of reorganization, or other similar action involving the rights of creditors against vendors? _____ If yes, provide details. _____

14. Is Bidder or its business at this time subject to any court order relating to bankruptcy, receivership, liquidation, reorganization, or similar relief? _____ If yes, provide details.

15. Has Bidder ever forfeited a performance bond? _____ If yes, provide details. _____

16. Bidder shall provide copies of its annual financial statement or annual report, such as balance sheets, profit and loss statements, or financial report, for the last three (3) years.

I declare that this Statement of Qualifications has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of the business organization.

(Signature)

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2010.

NOTARY PUBLIC

(SEAL)

BIDDER CERTIFICATIONS

NAME OF PROJECT: AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS

PROJECT NUMBER: 2010-23

BIDDER: _____

Bidder certifies that it is fully authorized to enter into an Agreement with the Authority, has no known conflicts of interest as described in the MPEA Act (70 ILCS 210/25.3), or otherwise, and further specifically certifies that:

1. Neither Bidder nor its agents, officers or employees, has entered into any agreement or arrangement with any individual or entity to refrain from bidding, or to do any act or omit to do any act, the result of which would restrain free competition among Bidder.
2. Pursuant to 70 ILCS 210/25.3, neither Bidder, nor its agents, officers or employees, has made any offer to, nor been solicited by, any member of the Board, Trustee, officer or employee of the Authority, either directly or indirectly, regarding any money or other thing of value as a gift or bribe or means of influencing his or her vote or action in his or her official character.
3. Neither Bidder, nor its agents, officers or employees, is barred from contracting with any unit of state or local government as a result of being convicted of bid-rigging, as defined in Section 33E-3 of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3) or of bid-rotating, as defined in Section 33E-4 (720 ILCS 5/33E-4) or of any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.
4. Bidder will, pursuant to 720 ILCS 5/33E-6, report to the Illinois Attorney General and Cook County State's Attorney any prohibited communication that would constitute interference with contract submission and award by a public official.
5. Pursuant to 775 ILCS 5/2 105, Bidder complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies.
6. Bidder will, pursuant to the Drug Free Workplace Act (30 ILCS 580), provide a drug free workplace. Bidder certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This requirement applies to contracts of \$5000 or more with individuals, and to entities with twenty-five (25) or more employees.
7. Bidder or its employees and subcontractors shall comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and the rules applicable to each as well as the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).

A. My name is _____.

B. I am *(Please choose one of the following and fill in the name of the Bidder):*

(i) the sole proprietor of _____
Name of Bidder

(ii) a partner in _____
Name of Bidder

(iii) I am the _____ of _____
Title Name of Bidder

This certification is attached to and is a part of the Bid submitted to the Metropolitan Pier and Exposition Authority on behalf of Bidder.

Signature _____

Date _____

State of _____)
County of _____) SS

Subscribed and sworn to before me this

____ day of _____, 2010.

NOTARY PUBLIC

(SEAL)

REQUIRED FORM E

FORM OF TRANSMITTAL LETTER

To be duplicated and completed on Bidder's firm letterhead

(Date)

Metropolitan Pier and Exposition Authority
301 East Cermak Road
Chicago, Illinois 60616
Attention: Carlyn E. Augustave, buyer

Re: **AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS**

Dear Mrs. Augustave:

On behalf of (Full legal name of Bidder), I submit with this letter its response to the Metropolitan Pier and Exposition Authority's INVITATION FOR BIDS ("IFB") for **AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS**. In this connection, I state the following:

1. I have full authority to bind Bidder with respect to this response to the IFB and any oral or written presentations and representations made to the Authority.
2. (Full legal name of Bidder) has read and understands the IFB and is fully capable and qualified to provide the goods and or services as described within this IFB.
3. I have read and understand the IFB, including addenda numbers _____.
4. (Full legal name of Bidder) understands that the Metropolitan Pier and Exposition Authority will rely on Bidder's response to the IFB and Bidder agrees to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
5. (Full legal name of Bidder) agrees to hold its Bid open for a period of 60 days from the date and time established for submission of Bids, and, if requested by the Authority, for an additional 60 days thereafter.
6. If requested by the Authority, Bidder agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist the Authority in evaluating its Bid.
7. If selected by the Authority, Bidder agrees to negotiate and enter into an Agreement for **AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS** with the Authority in accordance with the **FORM OF CONTRACT** described in **EXHIBIT 1** of the Invitation for Bids and to supply all of the items or services required in **ARTICLE 4**.
8. Neither I nor Bidder has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with the Authority and no conflict of interest which could interfere with the provision of services to the Authority.

9. Bidder understands that the Authority will rely upon the material representations set forth in the Bid and that Bidder has a continue obligation to update any information which changes or which Bidder learns to be incorrect.
10. It is understood that an original and multiple copies of the Bidder have been submitted for consideration. Bidder warrants that all copies are identical to the original in all respects.
11. Bidder acknowledges that any comments, requests or **exceptions** to the form of agreement or any other requirements stated in this procurement have been identified on **REQUIRED FORM G, NOTIFICATION OF EXCEPTIONS**.

Signed: _____

Typed/lettered name of signatory

As: _____
(Relationship to Bidder/Title/etc.)

Signature Page

REQUIRED FORM F
DISCLOSURE OF LOBBYISTS

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Board of the Metropolitan Pier and Exposition Authority ("MPEA") has determined that all bids, proposals and contracts requiring Board approval must be accompanied by a statement disclosing information about Lobbyists.
2. "Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. Sub Consultants or sub contractors hired by the Applicant who do not fit this definition are not considered Lobbyists.
3. In particular, the Applicant must disclose the name of each such person, his/her business address, the nature of the relationship, and the amount of the fees paid or estimated to be paid. All Lobbyists must be disclosed.
4. If the Applicant is uncertain whether a disclosure is required under this Section, the Applicant must either ask the MPEA whether disclosure is required or make the disclosure. The Applicant is not required to disclose employees who are paid solely through the Applicant's regular payroll or sub-contractors.
5. MPEA prohibits the participation of Lobbyists when the payment to the Lobbyist is contingent on the award to the party of a contract. (Contingency Fee Agreements).

B. CERTIFICATION

Each and every Lobbyist or other person retained or anticipated to be retained directly by the Applicant with respect to or in connection with lobbying for the award of the contract that is the subject of this DISCLOSURE OF LOBBYISTS is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Fees (indicate whether paid or estimated)

[] CHECK HERE IF NO SUCH PERSON HAS BEEN RETAINED DIRECTLY BY THE APPLICANT OR IS ANTICIPATED TO BE RETAINED DIRECTLY BY THE APPLICANT.

The Undersigned understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this DISCLOSURE OF LOBBYISTS will become part of any contract awarded to the Applicant by the MPEA in connection with the project or transaction that is the subject of this DISCLOSURE OF LOBBYISTS.

B. Some or all of the information provided on this DISCLOSURE OF LOBBYISTS, including any REQUIRED FORMS, may be made available to the public in response to a Freedom of Information Act request, or otherwise. By completing and signing this DISCLOSURE OF LOBBYISTS, the Undersigned waives and releases any possible rights or claims which it may

have against the MPEA in connection with the public release of information contained in this DISCLOSURE OF LOBBYISTS and also authorizes the MPEA to verify the accuracy of any information submitted in this DISCLOSURE OF LOBBYISTS.

C. Lobbyists and all other parties retained in connection with the award of contract are agents of the Undersigned and are therefore subject to the same rules as the Undersigned, including but not limited to the prohibition of conflicts of interest and the prohibition of direct contact with any official, employee or agent of the MPEA regarding outstanding procurement projects, except as provided herein. The only officials, employees or agents of the MPEA who may be contacted regarding outstanding procurement projects are the Director of Procurement, to whom questions for clarification regarding an outstanding procurement may be submitted in writing, and members of the MPEA's Business and Workforce Diversity Department, who may be contacted regarding the Undersigned's Minority and Women's Business Enterprise participation.

D. If the MPEA determines that any information provided in this DISCLOSURE OF LOBBYISTS is false, incomplete or inaccurate, or if any provision of this DISCLOSURE OF LOBBYISTS is violated, any contract or other agreement in connection with which it is submitted may be void or voidable, and the MPEA may pursue any remedies under the contract, at law, or in equity, including terminating the Undersigned's participation in the project or transaction and/or declining to allow the Undersigned to participate in future transactions with the MPEA.

Date: _____
(Print or type name of individual or legal entity submitting this DISCLOSURE OF LOBBYISTS)

By: _____
(sign here)

Title of signatory: _____

Print or type name of signatory: _____

County of _____

State of _____

Acknowledged under oath on [date] _____

before me by _____

as [title] _____

of [firm] _____.

Notary Public

Commission expires: _____

REQUIRED FORM G

NOTIFICATION OF EXCEPTIONS

The Undersigned understands and agrees that:

PLEASE CHECK ONLY ONE

☐ BIDDER ACKNOWLEDGES THAT THERE ARE **NO EXCEPTIONS** TO THE FORM OF CONTRACT, EXHIBIT 1, OR ANY OTHER REQUIREMENTS STATED IN THIS PROCUREMENT #2010-23.

Signed: _____

(Typed/lettered name of signatory)

As: _____
(Relationship to Bidder/Title/etc.)

Date: _____

☐ BIDDER ACKNOWLEDGES THAT **THERE ARE EXCEPTIONS** TO EXHIBIT 1-FORM OF CONTRACT, INCLUDING CONFLICTS OF INTEREST, OR ANY OTHER REQUIREMENTS STATED IN THIS PROCUREMENT #2010-23 AND HAS ATTACHED THEM TO THIS REQUIRED FORM G, NOTIFICATION OF EXCEPTIONS.

Signed: _____

(Typed/lettered name of signatory)

As: _____
(Relationship to Bidder/Title/etc.)

Date: _____

REQUIRED FORM H

INSURANCE REQUIREMENTS

Bidders must include a sample certificate of insurance, verifying that they can meet the limits set forth below, with their Bid.

1. The Selected Contractor must procure and maintain, at its own expense, until final completion of the Services covered by this Contract and during the time period following final completion if required to return and perform additional Services, for any reason whatsoever, the types of insurance specified below by the Authority's Risk Manager. The Selected Contractor must provide the Authority with certificates evidencing such coverage prior to receiving the contract:

a. Commercial General Liability

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000.00
Products Liability/Completed	
Oper. Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00

If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer's Liability

<u>Coverage</u>	<u>Limit</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$ 500,000.00
Per Employee - Disease	\$ 500,000.00
Annual Aggregate - Disease	\$ 500,000.00

Workers' Compensation/ Employer's Liability policies shall be endorsed to waive the insurer's right of subrogation against the Authority.

c. Automobile Liability

<u>Coverage</u>	<u>Limit</u>
Bodily Injury and Property Damage	
Combined - Occurrence	\$1,000,000.00
Uninsured/Underinsured Motorist -	
Occurrence	\$1,000,000.00

d.	Umbrella Coverage	\$1,000,000.00
----	--------------------------	-----------------------

e.	First Party Property Insurance (As equipment will be stored at our facilities)	Replacement Cost
----	--	------------------

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REQUIRED FORM I
SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN BUSINESS
ENTERPRISES

(If not attached, available for Download from website- www.mpea.com)

REQUIRED FORM J
VENDOR REGISTRATION FORM

(If not attached, available for Download from website- www.mpea.com)

EXHIBIT 1

FORM OF CONTRACT

METROPOLITAN PIER AND EXPOSITION AUTHORITY

AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS 2010-23

This contract ("Contract") is entered into between the **METROPOLITAN PIER AND EXPOSITION AUTHORITY** ("Authority"), a municipal corporation located at 301 East Cermak Road, Chicago, Illinois and _____
_____ ("Contractor"); a _____
located at _____
It takes effect as of _____ ("Effective Date").

1. Definitions

- a. **"Authority"** means the Metropolitan Pier and Exposition Authority.
- b. **"Bid"** means the Contractor's submittal in response to the IFB.
- c. **"Bid Document"** means the documents issued by the Authority for the procurement of AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS including the Bid Form, all exhibits, instructions, attachments and addenda.
- d. **"Pricing Form"** is the document upon which the Proposer or Proposer submits prices correlating to the Goods and Services that the Authority intends to purchase. The Pricing Form is attached as Exhibit 2 to this Contract.
- e. **"Contract"** means this AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS contract
- f. **"Contractor"** means the entity set forth above. Wherever the term "Successful Bidder" is used in Exhibit 3, Invitation for Bids, it shall mean the Contractor under this Contract.
- g. **"Goods" or "Materials" or "Supplies"** are the items outlined in this Bid Document that the Authority intends to purchase as defined by the Article 2 of the Uniform Commercial Code adopted by the State of Illinois. 810 ILCS 2/101 et. seq.
- h. **"IFB"** means the Invitation for Bid
- i. **"Include"** Whenever the term "include" (in any of its forms) is used, it means "include, without limitation."
- j. **"Services"** means all the tasks outlined in this Bid Document for which the Authority engages the Contractor, including all tasks reasonably necessary to complete them, in conformance with the price, standards and specification of this Contract.

2. **Term:** This Contract begins on the Effective Date and shall remain in effect for 3 years. The Authority shall have the option to extend this Agreement under the same terms and conditions for additional periods not to exceed two years in total. In addition, the Authority has the right to extend any expiration date for a period of not more than thirty (30) days.

3. **Contract Documents:** The Contract shall be deemed to include this document and the following exhibits and attachments, all of which are incorporated into and made a part of this Contract as the Contract Document. In the event of a conflict between this document and any Exhibit, the provisions of this document shall control.

- a. **Exhibit 1** – Scope of Services (attached)
- b. **Exhibit 2** – Pricing (Bid) Form - Pricing and Payment Schedule (attached)
- c. **Exhibit 3** – Invitation for Bids (IFB) dated _____, including all attachments which are incorporated herein by reference.

4. **Scope of Service:** This is a contract for Goods and Services ordered on an as needed basis. The Scope of Services and Schedule covered by this Contract are as set forth in the Contract Documents and generally consist of the following: AUDIO VIDEO COMPONENTS, SUPPLIES AND REPAIRS.

5. **Equipment:** The Contractor shall at all times during this Agreement, have and maintain all necessary equipment in sufficient amounts and capabilities, and properly maintained, certified and licensed as needed to perform all Services and as required by law for the equipment engaged in the Services. On signing this Agreement, and subsequent thereto as changes in equipment are made, Contractor shall identify the equipment to be used under this Agreement. The Authority shall have the right to review and approve such equipment, and may require additional or different equipment in the event the Authority determines, in its sole discretion, that the equipment provided is inadequate in amount or quality or capability.

6. **Assigned Personnel:** On signing this Agreement, and subsequent thereto as changes in personnel are made, Contractor shall identify the person on Contractor's staff who will serve as day to day liaison for the Services. Contractor shall assign and maintain a staff of dedicated and competent personnel that is fully equipped and qualified to perform the Services required by this Agreement. Provided, the Authority shall have the right to review and approve such personnel selections, and may reject any such personnel at any time whenever the Authority, in its sole and unlimited discretion, determines that such personnel is not qualified or otherwise unfit for such work.

7. **Materials:** The Contractor shall at all times during this Contract, have all necessary materials in sufficient amounts and capabilities, and properly maintained, as needed to perform all Services. The Contractor shall use and supply only materials, of the highest quality and consistency and, where applicable, within budgeted allowance. Contractor shall identify the source for any materials, to be used at the Authority's facilities as part of the Services. Contractor shall only use providers approved from time to time by the Authority related to integrity, quality and market rates. The Authority shall have the absolute right to review and approve such material providers, and may reject any such providers at any time in its sole and unlimited discretion.

8. Manner of Performance: Contractor shall perform all Services as set forth in the Contract Documents with that degree of skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude in the Chicago area, and in conformance with the applicable professional standards. Contractor shall at all times use its best efforts on behalf of the Authority to assure timely and satisfactory rendering and completion of its Services. Contractor and all of Contractor's employees or subcontractors performing Services under this Contract shall be qualified and competent in the applicable discipline or industry, shall be appropriately licensed as required by law, shall comply with all City of Chicago, State of Illinois, and federal laws applicable to the Services and shall conform to the terms of the Bid Documents and this Contract. Contractor remains responsible for the professional and technical accuracy of all Services and deliverables furnished, whether by the Contractor or others on its behalf. No review, approval, acceptance, nor payment for any and all of the Services by the Authority shall relieve the Contractor from its responsibilities.

9. Contractor as Independent Contractor: Contractor as well as Contractor's agents, employees and assigned personnel provided under this Contract are Independent Contractors. Under no circumstances shall any such entity or person represent themselves as employees of the Authority.

10. Taxes:

a. The Contract prices include all applicable federal and state taxes in effect as of the Effective Date. The acquisition of supplies and materials under this Contract is to be completed in a manner that, to the extent permitted by law, such purchase is exempt from taxes, including manufacturers' and retailers' state sales and occupation taxes. Upon the request of the Contractor the Authority shall provide a copy of the appropriate tax exemption certificate with respect to such excluded taxes.

b. If, after the Effective Date, there shall be imposed or charged any tax other than a tax upon the income of the Contractor and said imposition or charge shall be made applicable directly on the use, production, manufacture, sale, or transportation of the items covered hereby, which is applicable to the Contractor because of a specific contractual obligation or by the operation of law, and the Authority is not otherwise exempt from such tax, then:

1) the Contract Prices herein stated shall be accordingly adjusted and any amount due to the Contractor as a result of the adjustment in such prices shall be charged to the Authority and entered upon such invoices as a separate item; or,

2) At its option, when exempt from the payment of such tax, the Authority, in lieu of payment of such increase, shall furnish to the Contractor appropriate tax exemption certificates or furnish other proof of exemption with respect to such tax or charge.

c. If the Contractor is relieved from the payment of any tax imposed, or portion thereof, included in the Contract Prices herein stated, by reason of the decrease or elimination of such tax, the Contractor shall promptly submit to the Authority a statement showing the amount of such decrease or elimination and the Contract Prices herein stated shall be adjusted to reflect such decreases or elimination.

11. Inspections and Approvals:

a. The Authority shall have the right to inspect all Goods and Services provided by the Contractor to determine compliance with the provisions of this Contract. Provided, under no circumstances shall such inspection relieve Contractor from any obligation set forth in this Contract, including all obligations mandated by law or industry safety requirements, or latent defects. Further, such inspection is for the purpose of determining the quality and completeness of the Goods and Services, including materials used, and is not for the purpose of determining compliance with applicable laws or industry safety requirements.

b. Goods and Services determined by the Authority to be non-compliant with this Contract shall be corrected or replaced within five (5) days after notification to the Contractor.

c. Goods and Services determined by the Authority to be compliant with this Contract shall be accepted upon proper delivery.

12. Risk of Loss: The risk for loss shall remain with the Contractor until any Goods that may be required to be delivered pursuant to this Contract or the Bid Documents are delivered to the Authority in accordance with the terms hereof. Contractor shall carry on the work of furnishing and delivering the Goods at Contractor's own risk and expense until the same is fully completed and accepted by the Authority and shall be solely liable and responsible for the safety and security thereof.

13. Reports and Records: The Authority shall have the right, but not the obligation, to inspect all records of the Contractor in relation to the performance of Services under this Contract. Contractor shall make such records reasonably available to the Authority, including its authorized representatives.

14. Time is of the Essence: Contractor shall proceed to perform the Services and deliver Goods under the terms of this Contract promptly and diligently, in accordance with the Contract Documents. Unless otherwise provided herein or as otherwise specified at time of order, Goods shall be delivered and/or Services performed in conformance with specifications within 24 hours of or as order by the Authority.

15. Coordination: Contractor shall coordinate its Services with the Authority's Contractors, tenants, customers and Contractors, if any, so no delays or interference will occur in completion of any part or all of the Authority's projects.

16. Compensation:

a. Contractor shall receive compensation in the amount and schedule as set forth on Exhibit 2. All invoicing and requests for payment shall be in such form and with such documentation as required by the Authority. Under no circumstances shall the Compensation exceed the agreed upon pricing set forth in Exhibit 2 without a prior written amendment to this Contract as provided herein.

b. It is understood that the prices set forth in Exhibit 2 are firm prices for the term of this Agreement.

c. Most Favored Nations: The Contractor shall provide prices for Materials and Services at a rate not greater than the rate offered to the State of Illinois or any other unit of local government. In the event that the Contractor agrees to provide Materials or Services to the State of Illinois or any other unit of local government at a rate lower than that then in effect under this Agreement, Contractor shall offer to adjust the price to the Authority accordingly.

d. The Contractor shall submit invoices for payment to the Authority upon delivery of the Goods and Services, indicating the Goods and Services provided and all authorized reimbursable expenses incurred during the preceding month and the charges therefore as any approved Additional Services conducted during the preceding billing period.

1) Payment will be made on the basis of approved invoices and such supporting documentation as the Authority may require.

2) If the Authority objects to all or any portion of any invoice, it shall promptly notify Contractor of its objection and both parties shall immediately make every effort to promptly settle the disputed portion of the invoice. In the event the settlement of a disputed portion of an invoice is not reached by the date that payment authorization is due, then the Authority shall pay only that portion of the invoice that is not in dispute.

3) Neither the initial payment nor any later progress payment constitutes acceptance of the Services or any deliverables provided under this Contract.

4) No additional or altered terms and conditions shall be included with the invoice except as are permitted and consistent with the terms of the Contract Documents.

e. Contractor shall be solely responsible to ensure that sub-Contractors are timely paid all amounts due them in connection with the performance of this Contract. After the first partial payment under the Contract, the Authority may withhold later partial payments until Contractor submits evidence satisfactory to the Authority that all amounts Contractor owes in connection with performance of this Contract have been paid. Further, the Authority is entitled, after giving notice to Contractor, to pay all persons who have not been paid the monies due to them in connection with the Contract, whether or not a claim or lien has been filed, unless Contractor, within ten (10) calendar days after notice is given either (i) demonstrates to the Authority's reasonable satisfaction that these sums are not due or (ii) provides the Authority adequate security.

f. Each Party shall have the right to set-off and net against any amounts owed to it by the other Party under this Contract, including without limitation any termination payment.

17. Additional Services: No change increasing or decreasing the quantity or price of any item or service to be furnished pursuant to this Contract, or change from the terms set forth in the Bid Documents for any such item or service shall be made unless previously authorized by the Authority as required by law, and no claim for extra compensation will be considered unless such prior authorization has been obtained. When the Contractor believes that work in excess of that set forth in **Exhibit 1** (Scope of

Services and Schedule) are required or requested by the Authority (Additional Services), the Contractor shall, prior to performing such Additional Services, so notify the Authority and provide a written statement of the Additional Services that the Contractor believes will be required or have been requested and proposed changes to **Exhibit 1** (Scope of Services and Schedule) and **Exhibit 2** (Pricing Schedule). The Contractor shall not commence performing any services constituting Additional Services until it has received prior written approval from the Authority authorizing the Contractor to proceed with such Additional Services. The Contractor acknowledges that Additional Services involving costs may require the prior approval of the Board of the Authority. Upon approval of Additional Services by the Authority, the Authority and the Contractor shall execute an amendment to **Exhibit 1** and **Exhibit 2**, or such other portions of this Contract as may be necessary the Contract evidencing the Contract of the parties regarding such Additional Services.

18. Clean Condition: The Contractor shall, at all times, keep the premises free from accumulations of waste materials or rubbish caused by its employees or work and shall remove all its rubbish at the completion of its work to the total satisfaction of the Authority. Use of the Authority's open boxes is not permissible. Contractor must provide open boxes and/or trucks for hauling of debris as part of their services. All debris must be hauled off site at the Contractor's expense.

19. Insurance: Before beginning to perform any Services, Contractor shall procure and maintain at all times during the term of this Contract and at Contractor's expense, the insurance coverage set forth in the Insurance Requirement as set forth in the IFB, which is incorporated herein by reference (Insurance Requirements), and shall provide the Authority with original certificates evidencing the required coverage. Contractor's insurance policies shall name the following as additional insured on all certificates of insurance: **"Metropolitan Pier and Exposition Authority, its Board members, officers, employees, agents, and Contractors"**. Contractor's duty to indemnify the Authority is independent from, and not limited in any manner by, Contractor's insurance coverage obtained pursuant to this Section or otherwise.

20. Indemnification:

a. **Duty.** Contractor shall at its sole expense defend and hold the Authority, its Board members, officers, and employees (collectively, the "Indemnified Parties") harmless against all injuries, death, losses, damages, claims (including intellectual property claims) suits, liabilities, judgments, and expenses (including attorney fees and court costs) (individually or collectively, "Loss"), which may in any way accrue against any Indemnified Party in consequence of this Contract or its performance, or which may in any way result from them, whether or not it is alleged or determined that the Loss was caused through the negligence or omission of Contractor, its employees or agents or that of Contractor's sub-Contractors or their respective employees. Contractor shall appear, defend and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with a claim, regardless of the perceived merits. If any judgment is rendered against any Indemnified Party in an action, Contractor shall, at its sole expense, satisfy and discharge it. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due pursuant to Contractor's obligations under this Article 12, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)).

b. **Limitation.** Contractor's duty to indemnify does not apply to a Loss that arises solely out of the intentional misconduct on the part of the Indemnified Party seeking indemnification.

c. **No Limitation on Account of Insurance.** The insurance Contractor is required by this Contract to carry, or does carry, or the insurance carried by any Indemnified Party, in no way limits or relieves Contractor of its duty to defend and indemnify the Indemnified Parties under this Contract.

21. Equal Employment Opportunity/Non Discrimination and Minority and Women-Owned Business Enterprise Goals:

a. **Equal Employment Opportunity/Non-Discrimination.** Throughout the term of this Contract, Contractor agrees as follows:

1) Contractor will comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the rules and regulations of the Illinois Department of Human Rights ("IDHR") and all other applicable federal, state and local laws, rules and regulations which prohibit unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.

2) Contractor, in performing its obligations under this Contract shall comply with the procedures and requirements of the Illinois Department of Human Rights' (IDHR) regulations concerning equal employment opportunities and affirmative action.

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Authority and the IDHR may reasonably request.

4) Contractor shall have written sexual harassment policies that shall include those requirements as set forth by the IDHR:

5) Contractor will send to each labor organization or representative or workers with which it has or is bound by a collective bargaining or other Contract or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the IDHR's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and rules and regulations, Contractor will promptly so notify the IDHR and the Authority, and will recruit employees from other resources when necessary.

6) Contractor further agrees that it shall not commit an unfair labor practice.

7) Contractor shall include, verbatim or by reference, the provisions of this Section in every contract it awards under which any portion of its obligations under this Contract are undertaken or assumed, so that such provisions shall be binding upon each such sub-Contractor. Contractor shall be responsible and liable for compliance with the pertinent provisions of this Section by such sub-Contractors, and, further Contractor shall promptly notify the Authority and IDHR if any sub-Contractor fails or refuses to comply therewith. In addition, Contractor will not utilize any sub-Contractor declared ineligible by IDHR or the Illinois Human Rights Commission for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

8) In the event of Contractor's non-compliance with any provision of this Section, the Illinois Human Rights Act, or the rules and regulations of IDHR, Contractor may be declared ineligible for future contracts or subcontracts with the

State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided, in whole or in part, or such other sanctions or penalties that may be imposed or remedies invoked as provided by law.

b. **Minority and Women Business Enterprise Goals.** The Authority has adopted and maintains an affirmative action program with respect to its contracts. The purpose of the Authority's affirmative action program is to promote the ability of Minority Business Enterprises ("MBE") and Women-Owned Business Enterprises ("WBE") to have the maximum possible opportunity to participate in Authority contracts. As a minimum, the Authority strives to ensure that, for Goods and Services necessary for the performance of this Contract, 25% of total contract amount is payable to MBE firms and 5% of the total contract amount is payable to WBE firms. Unless and only to the extent the Authority grants an expressed waiver, Contractor shall comply with the Special Conditions Regarding Minority and Women-Owned Business Enterprises throughout the term of this Contract.

22. Authority's Proprietary Rights:

a. **Names and Logos.** The Authority owns all rights to the name "Navy Pier," "Navy Pier Chicago," certain Navy Pier and McCormick Place likenesses, and to certain logos and service mark(s). Contractor shall not use the Navy Pier name as part of Contractor's business or trade name, and Contractor shall not use the Authority's logos or service marks or sell merchandise or Services with the Navy Pier or McCormick Place name or likeness or with the Authority's logos or service marks without the Authority's express written consent. Also, Contractor shall not permit anyone else to do so.

b. **Sponsorship Program.** In addition, the Authority has entered into Contracts to grant exclusive sales or advertising rights ("Sponsorship Contracts") to certain products, brands or services ("Official Brands") on Authority property. Accordingly, to the extent permitted by law Contractor shall not advertise, promote, or display at any competing products, brands, or Services at Navy Pier, including through displays or signs in or on any equipment, visible through or on any windows facing onto any part of Navy Pier or in advertisements, promotional material, or displays referring to Navy Pier or utilizing (if the Authority has not given its express written consent to it) the Authority's logos or service marks. Contractor shall not interfere with the Authority's sponsors' events.

23. Contractor Warrant and Representations:

a. Contractor warrants that it is fully staffed, equipped, trained and otherwise capable to perform the Services under this Contract. Contractor further represents that, by its own independent investigation it has ascertained the nature of the Services required, the conditions involved in performing the Services, and Contractor's obligations under this Contract. Contractor is responsible to verify all information furnished by the Authority as to the correctness and accuracy of that information. Any failure by Contractor to investigate independently and become fully informed will not relieve Contractor from its responsibilities under this Contract.

b. Contractor warrants that all Services, materials, equipment and systems provided (a) shall be of good quality and workmanship, and that all materials furnished will be new unless otherwise specified in the Bid Documents or specifically approved in writing by the Authority, (b) shall be merchantable, (c) shall be free from faults, deficiencies, and defects, both latent and patent, (d) shall be delivered free of the rightful claim of any person by way of infringement or the like and free of any security interest,

lien or encumbrance or the like, (e) shall comply with all City of Chicago, State of Illinois, and Federal laws applicable to the Goods, and (f) shall conform to the terms of this Contract. Without limitation to the foregoing, Contractor warrants that all Services, including materials, equipment and systems provided shall be free from defects in materials and workmanship for a period of at least 12 months from the date of final acceptance by the Authority; or such time as provided in the Contract Documents; or such time as provided in any manufacturers, producers, suppliers or other warranty; whichever is longer. Contractor shall promptly re-perform and/or replace any Work, materials, equipment and systems which fails.

c. The Contractor further warrants that it is either the original manufacturer of the Goods and is capable of providing genuine parts, assemblies and/or accessories, or is capable of transferring and/or assigning original warranties to the Authority. The Authority may return any nonconforming or defective materials to Contractor or require replacement of the materials at the time the defect is discovered, all at the Contractor's expense. Contractor must replace any nonconforming or defective materials within ten (10) days of notification from the Authority's designated representative. Acceptance of materials and supplies by the Authority by payment shall not relieve Contractor of the responsibilities herein.

d. Contractor warranty shall survive the termination or expiration of this Contract.

24. Termination:

a. **Termination for Convenience:** The Authority has the right to terminate this Contract, in whole or in part, for any reason, including the convenience of the Authority, by providing Contractor with written notice specifying the date of termination. On the date specified in the notice, this Contract will terminate. The Authority will pay Contractor the amount earned or reimbursable to it (if any) up to the termination date. After termination, Contractor has no further contractual claim against the Authority based upon this Contract.

b. **Termination for Cause:**

1) This Contract may be terminated if an event of Default occurs. The following constitute events of default by Contractor:

- (i) Refusal or failure to provide sufficient properly skilled workers, adequate supervision, or adequate materials and equipment of the proper quality;
- (ii) Failing in any material respect to prosecute the Services according to the Authority's schedule;
- (iii) Causing, by any action or omission, the stoppage or delay of or interference with the Services or work of any employee or other Contractor or sub-Contractor;
- (iv) Failure to comply with any provision of this Contract or the Specifications described in the IFB, including, but not limited to matters pertaining to insurance, indemnification, and MBE/WBE use;

- (v) Becoming insolvent, making a general assignment for the benefit of its creditors, or having a receiver appointed;
- (vi) Inability to perform the Services under the Contract as a result of insolvency, bankruptcy, or having a receiver appointed;
- (vii) Failure to timely provide Services in accordance with IFB or contract terms with respect to the nature, quantity, quality, or timeliness of delivery;
- (viii) Conviction in a criminal court or a finding of liability in civil court relating to the Goods or Services that Contractor provides to the Authority or involving fraud or misconduct adversely affecting any governmental entity;
- (ix) Any other acts or omissions specifically identified in this Contract as an event of default.

2) The Authority, in its sole discretion, shall determine whether a default is material and whether it can be cured. In the event the Authority determines that an event of default can be cured, it shall provide Contractor with notice setting forth the event of default and cure requirements, including the time period permitted for cure. Contractor shall cure any event of default as provided in the notice.

3) If Contractor fails to cure a default as provided in the notice, the Authority may, at its sole option, declare Contractor in default. The Authority will give Contractor written notice of the default and the Authority's termination of this Contract. The Authority's decision is final and takes effect when notice is given or such time as set forth in the termination notice. Contractor shall discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in performing under this Contract, whether completed or in the process, to the Authority.

4) In the event of default, the Authority may invoke any or all of the following remedies. These remedies are not intended to be exclusive of any other remedies available. Rather, every remedy is cumulative and in addition to any other remedies, existing now or later at law, in equity or under the Contract.

- (i) The right to take over and complete the Services or any part of them as agent for and at the cost of Contractor, either directly or through others. Contractor has, in that event, the right to offset from the cost the amount the Authority would have paid Contractor under the terms and conditions of this Contract had Contractor completed the Services.
- (ii) The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the Authority.
- (iii) The right to money damages.

- (iv) The right to deem Contractor non-responsive in future contracts to be awarded by the Authority.
- (v) The right to take assignment of any or all of Contractor's subcontracts and complete the Services, by itself or through others, by whatever method the Authority considers expedient.
- (vi) The right of set-off against any sums owing Contractor.
- (vii) Such other remedies as permitted by law.

5) No delay or omission to exercise any right or power occurring upon any event of default impairs the right or power nor is it a waiver of or acquiescence in any event of default. Every right and power may be exercised from time to time and as often as the Authority considers expedient.

6) If a court of competent jurisdiction determines that the Authority wrongfully terminated Contractor, then the termination shall be treated as a termination for convenience.

25. Cooperation: The Parties shall cooperate in good faith to implement the terms of this Contract. At such time as this Contract is terminated or expires, the Parties shall undertake in good faith efforts to assure an orderly transition to another provider of the Services, if any. Contractor shall make an orderly demobilization of its own operations, provide, uninterrupted, the Services until the effective date of termination or expiration, and otherwise comply with the reasonable requests and requirements of the Authority in connection with the termination or expiration.

26. Confidentiality:

a. All reports, data or information in any form prepared, assembled or encountered by or provided to Contractor under this Contract are confidential, and Contractor shall not disclose these (or make them available) to any other individual or organization without the prior written approval of the Authority, except as specifically authorized in this Contract or as may be required by law. Contractor shall implement whatever measures are necessary to ensure that its staff and its sub-Contractors are bound by these confidentiality provisions.

b. Contractor shall not issue publicity news releases or grant press interviews, or, except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Authority.

c. If Contractor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any records, data or documents that are in Contractor's possession by reason of this Contract, Contractor shall immediately give notice to the Authority with the understanding that the Authority will have the opportunity to contest the process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

27. Conflict of Interest: Contractor warrants that no member of the Authority's Board nor any officer, employee or agent of the Authority has or will acquire any interest, direct or indirect, in this Contract or in the Services to which this Contract pertains. Contractor promises that no person having any such interest will be employed in performing this Contract. Contractor further warrants that Contractor has no contracts with third parties that would conflict in any manner or degree with Contractor's performance of the Services.

28. Changes: No changes to this Contract are effective unless in a written amendment signed by the authorized representatives of the parties.

29. Assignment and Sub-Contracting: This Contract shall not be assigned or any part of the same subcontracted without the written consent of the Authority endorsed hereon; and, in no case shall such consent relieve the Contractor from the obligations herein entered into or change the terms of this Contract and each and every one of the covenants, promises, and agreements of the Contractor shall extend to and be binding upon the successors and assigns of the Contractor.

30. Compliance with Laws:

a. Contractor shall at its own expense comply with all federal, state and local laws, codes, ordinances and regulations applicable to this Contract and the performance of the Services hereunder whether by reason of general law or the specific Services required. Contractor shall pay all contributions, premiums, or taxes of whatever nature (including any interest or penalties) that are required of it under any federal, state or local laws arising out of the performance of this Contract.

b. Contractor shall comply with applicable licenser or permit requirements and hold the Authority harmless against any liability in connection with licenser, permitting, or taxes. Contractor shall obtain and pay for all permits, licenses, and fees which may be necessary for the prosecution and completion of its duties and obligations under the Contract, including royalties for playing, using, or performing right-protected Services. Contractor and all sub-Contractors shall be duly licensed to operate in Chicago, Illinois. Contractor is liable to the Authority for all losses, expenses, including attorneys fees, attributable to any acts of commission or omission by Contractor, its employees and agents, and sub-Contractors resulting from failure to comply with any federal, state or local laws, codes, ordinances or regulations including, but not limited to, any fines, penalties, or corrective measures.

31. Applicable Law/Venue: This Contract shall be governed by the laws of the State of Illinois. Any suit regarding this Contract or any alleged breach thereof shall be brought only in courts located in Chicago, Illinois, and the parties consent to the jurisdiction and venue of the courts located in the County of Cook, State of Illinois.

32. Accuracy and Update of Information: In connection with the IFB and this Agreement, Contractor has furnished and will continue to furnish various certifications, affidavits and other information and reports. Contractor represents that any such material and information furnished in connection with the IFB or this Agreement is truthful and complete. Contractor shall promptly update such material and information to be complete and accurate as needed due to events or changes occurring after the date of this Agreement.

33. Notices: Any notice required to be given under this Contract shall be in writing and shall be given by facsimile, by personal delivery, by United States registered or certified mail, return receipt requested, or by a courier service, with all delivery and postage

charges prepaid. A notice is considered to have been given on the day actually received (facsimile, personal delivery, or courier) or refused (personal delivery, courier, or mail), or if unclaimed, on the third day following the day on that it was sent by courier or deposited with the United States Post Office. Any such communication intended for the Authority shall be addressed:

METROPOLITAN PIER AND EXPOSITION AUTHORITY
301 E. Cermak
Chicago, Illinois 60616
Attention: Director of Procurement
Fax No. (312) 791-6156

with copies to:

METROPOLITAN PIER AND EXPOSITION AUTHORITY
301 East Cermak Road
Chicago, Illinois 60616
Attention: General Counsel
Fax no. (312) 791-7125

Any such communication intended for Contractor shall be addressed to:

[Contractor's name and address and fax no.]

Either party may, at any time, change its address for notices by sending a notice to the other party stating the change and setting forth the new address.

34. Severability and Waiver:

a. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with law.

b. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

35. Interpretation: Headings of this Contract are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments thereto entered into in accordance with the terms of this Contract. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Contract.

36. Entire Contract: This Contract represents the entire Contract between the parties with respect to the matters covered in it. No other Contracts, representations, warranties or statements, whether oral or written, are binding on either party.

Remainder of Page is Blank

IN WITNESS WHEREOF, the parties here to have executed this Contract the day and year first-above written.

METROPOLITAN PIER AND EXPOSITION AUTHORITY

BY: _____ DATE: _____
TRUSTEE

CONTRACTOR'S NAME

BY: _____ DATE: _____
Name
Title

Reviewed as to form and legality:

MPEA STAFF ATTORNEY

Listing of Exhibits to be attached at time of Contract signing. These DO NOT need to be included as part of Bid.

Exhibit 1 – Scope of Services
Exhibit 2 – Bid Form - Pricing and Payment Schedule
Exhibit 3 – Invitation for Bids, including all attachments which are incorporated herein by reference