

1. SCOPE OF CONTRACT

McCormick Place (MPEA) requires the supply and delivery of various electrical supplies for the McCormick Place Complex.

Contractor shall furnish and deliver Electrical Supplies of the grade, type, quality and quantity names in the accepted Bid. Under the Contract, Contractor shall supply Electrical Supplies as requested by the MPEA and deliver to the specified locations on each Purchase Order. The supplies furnished shall be free from defects in materials or workmanship. Defective materials will be replaced by Contractor at no extra cost to MPEA within 10 days of notice.

Unless otherwise stated on the Bid Form, MPEA will not accept substitutions for the brand(s) specified for each item.

2. DELIVERY LOCATIONS

Delivery shall be F.O.B Receiving Room:

North Building
450 East 23rd Street
Chicago, Illinois 60616

South Building
2301 South Mines Drive
Chicago, Illinois 60616

*Lakeside Center
2301 South Lake Shore Drive
Chicago, Illinois 60616

West Building
2301 South Indiana
Chicago, Illinois 60616

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

MPEA reserves the right to add additional locations as it deems necessary

3. 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 MPEA's intention that items will 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 and all requests will be issued in the form of a Purchase Order. Any delivery other than what is requested will not be accepted.

4. INSPECTION

Final inspection by owner will be made at the point of delivery of products.

5. REPRESENTATION AND WARRANTY

The Successful Bidder represents that goods provided pursuant of this Invitation for Bids and the subsequent Contract ("Goods") a) shall be new and good of quality and workmanship, 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 of the like and free of any.

6. PRICING

The Successful Bidder must provide the unit price of each item listed, and the extended priced based on the estimated quantities provided. Bidders may bid on one or multiple categories. Bidders must respond to each item within a category in order to be considered for award. **Prices quoted on Bid Form A are delivered prices. No additional shipping, handling, or delivery charges of any kind shall be honored by the MPEA.**

7. ECONOMIC ADJUSTMENT CLAUSE

In the event the contractor's costs for the goods covered by a purchase order (issued as the result of this Invitation for Bid) should increase by more than one percent (1%) and above during the period of time in which the purchase order is in effect, the contractor shall, upon submission of written proof of such increase to the MPEA, be entitled to adjust the price by an amount sufficient to compensate the contractor completely and precisely for such increase. The claim for such adjustment must include a certification from the contractor's supplier verifying its cost at the time of the Bid award and at the time of the requested increase. The increase will be allowed only on the cost to the contractor, no increase or change in the contractor's profit will be approved. MPEA reserves the right to ask for invoices, published price lists, or any other evidence establishing contractor's costs to support the increase.

In the event such costs should decrease by more than one percent (1%) and above during the period of time that such purchase order is in effect, the MPEA reserves the right to adjust the price downward to compensate it completely and precisely for such decrease in the same manner as described above. The vendor must notify MPEA of any such decrease.

In all cases the Contractor must file a claim for such adjustments prior to the delivery of the goods. All claims for adjustment shall be made in writing to the MPEA's Procurement Department and accompanied by both an unaltered, published and dated copy of the product manufacturer's national price listing in effect the first day/month/year of this contract and a dated copy of a subsequent national price list reflecting the percentage of increase requested.

8. AVAILABILITY

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

9. 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 MPEA, all without additional charge to MPEA. MPEA shall not be subject to restocking charges.

10. BACK ORDERS

Contractor must notify MPEA within five (5) business days when an item is on back order. Electronic or written notification of anticipated ship date must be sent to MPEA for any back orders that cannot be filled within ten (10) business days. MPEA will have the option of accepting or canceling the backorder or may submit a request for a substitute item. MPEA shall not be charged for expenses incurred due to the cancellation of backorders.

11. DISCONTINUED EQUIPMENT AND SUPPLIES

Contractor must notify MPEA 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 MPEA prior to delivery.

12. MANUFACTURER

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item so identified and does **not** propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the Bidder.

Reference to a specific manufacturer, trade name or catalog is intended to be descriptive, but not restrictive unless the item is marked "No Substitute", and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on the other makes and catalogs will be considered provided each Bidder clearly states on the face of his/her Bid exactly what he/she proposes to furnish, or forwards with his/her Bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her Bid.

MPEA hereby 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 Specifications required but which may comply substantially therein

13. RELATED ITEMS

MPEA 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.

14. CONTRACT TERM

The Contract begins on the Effective Date and shall remain in effect for one (1) year. MPEA shall have the option to renew this Contract under the same terms and conditions for an additional four (4), one (1) year renewal options.

15. REPORTS/REPORTINGS CAPABILITIES

Successful Bidder must have the ability to supply detailed reporting of all items supplied to MPEA under this Contract.

16. DIVISIBILITY AND MULTIPLE AWARDS

MPEA reserves the right to award a Contract to one or more Bidders as it deems to be in its best interest.

17. INVOICING

Successful Bidder must address all invoices to the order originator and to the following:

MPEA
Accounts Payable Department/Operations
330 East Cermak Road 5th Fl.
Chicago, Illinois 60616
ATTN: Alichia Johnson

All electronic invoices must reference or include the contract number ("O1") and order number ("O2") and be submitted via e-mail to: Alichia Johnson, ajohnson@mccormickplace.com and accounts-payable@mpea.com.

Additional contracts maybe added/changed during the life of the Contract.