

MEMORANDUM

To: Non-Competitive Review Board (NCRB)

Attn: Steve Loboda, Deputy Procurement Officer

Department of Procurement Services

From: Julie Hernandez-Tomlin, Commissioner

Department of Fleet and Facility Management

Reviewed By: 7 wtow Santiego

Victoria Santiago, Deputy Commissioner

Bureau of Finance & Administration, Fleet and Facility Management

Subject: NCRB Request for Boschung America, LLC.

Service And Repair of Boschung Runway Snow Removal Equipment

Requisition No.: 663987 | Specification No.: 1323883

Date: 7/14/2025

The Department of Fleet and Facility Management has prepared a justification memorandum in accordance with the Non-Competitive Review Board standards pertaining to the sole source contract request with NCRB Request for Boschung America, LLC Maintenance and Repair Services of Boschung Runway Snow Removal Equipment.

There was a previous contract with Steve's Equipment Services (SES) for this work under PO#33795. SES was the authorized manufacturer's dealer and repair center for these services but lost the dealership rights and have since gone out of business. SES notified the city that they were closing in December 2024.

There are 65 Active Boschung "Jet Broom" runway snow removal units operating at O'Hare Airport. The units were purchased by the Chicago Department of Aviation (CDA) with extended warranties, which have since expired. There is a continuing need for outside service to keep these units running.

The city does not have a substantial dollar investment in original design; tooling and no factors will be duplicated at the city. The city does not have staff that are trained or certified in the repair and maintenance of Boschung Equipment. The inability to keep the snow equipment running could potentially result in O'Hare Airport's runways being shut down in the event of a snowstorm.

Estimated Cost Structure:

Year 1 - \$1,000,000

Year 2 - \$1,000,000

Year 3 - \$1,000,000

Year 4 - \$1,000,000

Year 5 - \$1,000,000

Contract Term:

We seek to establish a 60-month contract with Boschung with 2 extension options to procure Maintenance and Repair of Boschung Runway Snow Removal Equipment of City of Chicago's Department of Fleet and Facility Management's Boschung America, LLC equipment.

Compliance Plan:

2FM recommends a compliance plan of "no stated goals". The selected vendor is uniquely qualified to provide the specialized goods or services required for this contract. Their proprietary technology, expertise, or exclusive rights make them the only viable source for fulfilling the contract requirements. This exclusivity precludes the possibility of soliciting bids from multiple vendors that could meet the MBE/WBE/VBE participation goals. A waiver request letter from the vendor is included in this Sole Source package.

Cc: Julie Tomlin-Hernandez - (2FM)

Victoria Santiago - (2FM) Mark Chapulis - (2FM)

MEMORANDUM

To: Sharla D. Roberts, Chief Procurement Officer

Department of Procurement Services

From: Julie Hernandez-Tomlin, Commissioner

Department of Fleet and Facility Management

Reviewed by:

Victoria Santiago, Deputy Commissioner

Bureau of Administration, Fleet and Facilities Management

Date: 7/14/2025

Subject: NCRB Request for Boschung America, LLC.

Service And Repair of Boschung Runway Snow Removal Equipment

Requisition No.: 663987| Specification No.: 1323883

The Department of Fleet and Facility Management (2FM) respectfully submits this package to the Non-Competitive Review Board (NCRB) for review and approval of a new contract with Boshung America, LLC. Service And Repair of Boschung Runway Snow Removal Equipment. The proposed contract value is \$5,000,000.00 over a 60 month term.

Boschung America submitted a request for No stated Goals, and 2FM concurs with this approach.

JUSTIFICAITON SAMPLE BELOW:

In an effort to continually provide the most effective runway snow removal services for Chicago's airports at Midway and O'Hare. The Boschung Group located in Payerne, Switzerland is the manufacturer of the snow removal equipment. There is only one authorized service center in Illinois that has factory-trained technicians that can service the equipment.

The vendor operates a facility in Addison, Illinois that is custom designed, built and equipped to service this specialty airport equipment. They have the necessary tools and trained staff to complete maintenance and repairs. The city has no factory-trained staff that repair or maintain Boschung Equipment. Boschung America has access to diagnostic equipment, service manuals, and parts that the City doesn't have access to obtain. In addition, Boschung America has manufacturer trained technicians that are authorized to service the Boschung equipment.

HISTORY & IMPACT

There was a previous contract with Steve's Equipment Services (SES) for this work under PO#33795. SES was the authorized manufacturer's dealer and repair center for these services but

lost the dealership rights and have since gone out of business. SES notified the city that they were closing in December 2024.

There are 65 Active Boschung "Jet Broom" runway snow removal units operating at O'Hare Airport. They were purchased by the Chicago Department of Aviation (CDA) with extended warranties, which have since expired. There is a continuing need for outside service to keep these units running.

The city does not have a substantial dollar investment in original design, tooling and no factors will be duplicated at the city. The city does not have staff that are trained or certified in the repair and maintenance of Boschung Equipment. The inability to keep the snow equipment running could potentially result in O'Hare Airport's runways being shut down in the event of a snowstorm.

MBE/WBE COMPLIANCE GOALS

2FM recommends a compliance plan of "no stated goals". The selected vendor is uniquely qualified to provide the specialized goods or services required for this contract. Their proprietary technology, expertise, or exclusive rights make them the only viable source for fulfilling the contract requirements. This exclusivity precludes the possibility of soliciting bids from multiple vendors that could meet the MBE/WBE participation goals.

SUPPORTING DOCUMENTS

In support of this request, please find the following attachments:

- 1. Non-Competitive Review Board Application
- 2. DPS Project Checklist
- 3. Boshung America, LLC. Compliance Request Letters
- 4. Scope of Work
- 5. Notice to vendor with copy of City's general contract terms and conditions
- 6. Insurance Requirements approved by the Risk Department
- 7. Economic Disclosure Statement Certificate
- 8. Boschung America LLC. Sole Source Justification
- 9. Boschung America LLC. Quote

The funding line for this procurement will be 025-0740-0384213-0176-220176. Requisition number 663987 has been prepared and forwarded for further processing upon your approval.

Boschung America, LLC. is the only local service center authorized to service Boschung units per manufacturer Boschung Switzerland. The vendor is also the only factory authorized provider of parts and service for this equipment and maintains decades of experience in servicing and maintain runway snow removal equipment.

cc: Steve Loboda - DPS Victoria Santiago - 2FM Mark Chapulis - 2FM Kevin Campbell - 2FM



Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: 7/8/2025 Department Name: Fleet and Facility Management (2FM)		For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source, Note : 1) Funding: Attach information if multiple funding lines; 2) Individual Contract Services: Include approval form signed by Department Head and OBM; 3) ITGB: IT project valued at \$100,000,000 or more, attach approval transmittal sheet,											
Requisition No: 663987	Specification No: 1323883	*By signing this form, I attest that all information provided is true and accurate. Amanda Gooch											
PO No:	Modification No:	Project Title:											
Contract Liaison: Amanda Gooch		Maintenance and Repair of Boschung Runway Snow Removal Equipment											
Telephone: 312-742-1817		Project Description:											
Email: amanda.gooch@cityofchicago.org Project / Program Manager:		There was a previous contract with Steve's Equipment Services (SES) for this work under PO#33795. SES was the authorized manufacturer's dealer and repair center for these services, but lost the dealership rights and have since gone out of business. SES notified the City that they were closing down in December 2024. There are no other authorized service centers in Illinois that can service the Boschung Equipment.											
Mark Chapulis		Funding:											
Telephone: 312-743-3501			X Corporate		Bond		Enterprise			Other:			
Email: mark.chapulis@c	itvofchicago.org	IDOT/Transit		□ IDOT/I	IDOT/Highway		FHWA			FAA			
		LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJEC	T RPTG	ESTDOLLAR AMOUNT		
Check One: New Contract	Request										AWOONT		
*By signing below, I attest the	estimates provided for this		025	0740	038	4213	0176	220176	5		\$5,000,000.0)0	
"Project Program Manager Sanature "Commissioner/Authorized Designee Signature" "Commissioner/Authorized Designee Signature Statistics Santiage and I votors a santiago((c))/yidelinogo.org			Purchase Order Type: Blanket/Purchase Order (DUR) Master Consultant Agreement (Task Order) Standard/One-Time Purchase Special Approvals Required: Emergency Mon-Competitive Review Board (NCRB) Request for Individual Contract Services										
Purchase Order Information:			Procurement Method: Information Technology Governance Board (ITGB)										
Contract Term (No. of Months): 5 years (60 mg			(60 months) Bid RFP RFQ RFI Small Order										
Extension Options (Rate of Recurrence): 24/181 days			days										
Estimated Spend/Value: \$ 250,000.00													
Grant Commitment / Expiration Date:			Contract Type:										
Pre-Bid/Submittal Conference: Yes No Mandatory Site Visit		⟨] No	☐ Architect Engineering ☐ Commodity ☐ Construction ☐ JOC ☐ SBI ☐ Professional Services ☐ Revenue Generating ☒ Vehicle & Heavy Equipment ☐ Work Service ☐ Joint Procurement ☐ Reference Contract										
Modification or Amendment			Modification/Amendment Type:										
Modification Information: PO Start Date:				☐ Time Extension ☐ Scope Change/Price Increase /Additional Line Item(s) ☐ Vendor Limit Increase ☐ Requisition Encumbrance Adjustment									
PO End Date:			Other (specify):										
Amount (Increase/Reduction	n):												
MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)													
Full Compliance Contract Specific Goals X No Stated Goals Waiver Request			Vendor Info: Name: Boschung America, LLC										
Risk Managemen	t / EDS				Лr. Ge								
Insurance Requirements (included)													
EDS Certification of Filling (included)			/tdd/occ.										
				Phone: 724-658-3300									
			'										



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "**Instructions for Non-Competitive Procurement Application**" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name		Telephone		Date	Signature of Application Author				
2FM	MARK CHAPULIS		312743350	1	3/6/25					
Contract Liaison	Email Contract Liaison		Telephone			\sim \sim \sim \sim				
VICTORIA SANTIAGO	VICTORIA SANTIAGO victoria,santaigo@cityof hicago.org		312,744,739	99		mulchil				
List Name of NCRB Atten	ndees/Department									
·				Sandra Foston						
MARK CHAPULIS			Janura i Oston							
KEVIN CAMPBELL										
AMANDA GOOCH										
Request NCRB review be	conducted for the p	roduct(s) a	and/or servi	ce(s) desc	ribed here	in.				
Company: BOSCHUNG A	AMERICA									
Contact Person:	-	Phone:		Email:						
TIM DONAHUE		630.222.8	3100	tdonahue@boschungamerica.com						
Project Description: SERVICE AND REPAIR OF BOSCHUNG RUNWAY SNOW REMOVAL EQUIPMENT										
This is a request for:										
•			☐ Amendment / Modification							
			Type of Mo	Type of Modification						
				Time Extension						
, ,			Contract Number:							
			Specification Number:							
			Modification Number:							
Department Request Approval				commen	ded Appr	oval				
Victoria S	antiago	4/25/2	25							
DEPARTMENT HEAD OR DESIGNEE DATE			BOARD CHAIRPERSON DATE							
<u> Victoria Santiago </u>										
PRINT NAME			PR	NT NAME						
(FOR NCRB USE ONLY)	1		_			_				
Recommend Approval/Date:				☐ Approved ☐ Rejected						
Return to Department/Date:										
Rejected/Date:			СН	CHIEF PROCUREMENT OFFICER DATE						

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All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

□ PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.

Answer: There are 65 Active Boschung "Jet Broom" runway snow removal units operating at O'Hare Aiport. They were purchased by the Chicago Department of Aviation (CDA) with extended warranties, which have since expired. There is a continuing need for outside service to keep these units running.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, exlain the procurement history.

Answer: There was a previous contract with Steve's Equipment Services (SES) for this work under PO#33795. SES was the authorized manufacturer's dealer and repair center for these services, but lost the dealership rights and have since gone out of business. SES notified the City that they were closing down in December 2024.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted)

Answer: There hasn't been any attempts to make this a competitive bid since this is a unique piece of equipment. The Boschung Group located in Switzerland is the manufacturer of the Boschung snow removal equipment. There is only one authorized service center in Illinois for the Boschung equipment. Boschung America is located in Addison, Illinois. This company sends out technicians to repair and maintain the equipment at O'Hare.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

Answer: Boschung equipment is heavy snow removal equipment that is only used by airports. During our research, we found that there is only one authorized service repair vendor and part supplier in Illinois. Listed here is the link to the Boschung America website https://www.boschung.com/en/

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

Answer: Should the manufacturer, Boschung Group, allow for other entities to repair and maintain their equipment, the city will procure the services via a competitive bid. Until then, the city will continue to utilize the only authorized service center which is Boschung America located in Addison, Illinois.

In addition, this type of equipment is at a few other airports in the United States with ORD having the most equipment in the country. CDA will be expanding this equipment to MDW in the near future. If CDA purchases the Boschung equipment in the future, 2FM is responsible for the maintenance and repair of the equipment after the warranty expires.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

Answer: There are no other authorized service centers in Illinois that can service the Boschung Equipment. There is one other service center located in the US, Siddons-Martin Emergency Group, however, they are restricted to the Texas, Louisiana, New Mexico, Utah and Missouri Territory. Therefore, competitive bidding for this service would not be possible at this time.

□ ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?

Answer: Estimated expenditure is approximately \$5 million. Funding is from the Department of Aviation (CDA).

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2. What is the estimated cost by fiscal year?

Answer: Estimated cost is \$1 million per fiscal year.

3. Explain the basis for estimating the cost and what assumptions were made and/or date used (i.e. budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)

Answer: Services have been provided on direct voucher with the vendor. An estimated maintenance repair cost is approximately \$125,000 per unit. In some cases this cost may be higher or lower based on the service needed.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

Answer: The city does not have a substantial dollar investment in original design, tooling and no factors will be duplicated at the city. The city does not have staff that are trained or cerftified in the repair and maintenance of Boschung Equipment.

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

Answer: The hourly rate is \$220 during normal business hours (Mon- Fri, 7:00 am to 4:00 pm) and \$330 per hour during weekends, holidays and weekdays afterhours (4:01 pm to 6:59 am). The markup on parts is 45%, which is 5% discount of their usual markup of 50%.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

Answer: 2FM has been responsible for the repair and maintenance for all city owned equipment. Fleet follows the manufacturer's recommended maintenance schedules. At times, the units need repairs that are outside of warranty and services that are required. Due to the age of the Boschung Jetbrooms, they started to fall out of warranty and required repair services that in some cases 2FM couldn't provide.

Attached is a list of the 65 Boschung equipment that 2FM is responsible to service for CDA.

2. Is lack of drawings and/or specifications a contraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking?

Answer: Lack of drawings and/or specifications is not a constraining factor to competitive bidding. Per the sole source letter from the manufacturer, Boschung Group, there are no other authorized service centers in Illinois to service the Boschung Equipment. Therefore, competitive bidding for this service would not be possible at this time.

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

Answer: The maintenance and repair schedules are determined by the manufacturer's recommended schedules for each unit. If the unit fails to perform as required, a technician will be called in to repair the unit.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

Answer: The inability to keep the snow equipment running could potentially result in O'Hare Airport's runways being shut down in the event of a snowstorm.

□ EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional; Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.

Answer: Firm is the only local service center authorized to service Boschung units per the manufacturer Boschung

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Group.

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?

Answer: Yes. Technicians are factory-trained and certified in the repair and maintenance of the Boschung equipment.

3. What prior experiences of a highly specialized nature does the person of firm exclusively possess that is vital to the job, project or program?

Answer: Boschung America, LLC employs factory-trained and certified repair technicians.

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

Answer: Boschung America has access to diagnostic equipment, service manuals, and parts that the City doesn't have access to obtain. In addition, Boschung America has manufacturer trained technicians that are authorized to service the Boschung equipment.

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

Answer: The vendor operates a facility in Addison, Illinois that is custom designed, built and equipped to service this specialty airport equipment. They have the necessary tools and trained staff to complete maintenance and repairs. The city has no factory-trained staff that repair or maintain Boschung Equipment.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?

Answer: The parts provided along with the service are custom designed and built to be fully compatible with O'Hare's fleet of Boschung runway snow removal equipment.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?

Answer: Yes, compettion is precluded. The Boschung Group located in Payerne, Switzerland is the manufacturer of the snow removal equipment. There is only one authorized service center in Illinois that has factory-trained technicians that can service the equipment.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

Answer: The proposed firm is the only authorized distributor of parts and service for the Boschung Equipment.

1. Explain other related considerations and attach all applicable supporting documents, i.e. and approved "ITGB Form" or "Request For Individual Hire Form"

Answer: N/A

MBE/WBE COMPLIANCE PLAN

Note: All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's MBE/WBE Program. All submissions must include a completed C-1 and D-1 form if there is participation. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

Answer: All work is completed by certified Boschung technicians. Any parts required are brought in by the technician or are sent directy to NAPA. Therefore, there are no current subcontracting opportunities.

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DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

- 1. Describe the requirement and how it evolved from initial planning to its present status.
- 2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
- 3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
- 4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
- 5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
- 6. Explain whether or not future competitive bidding is possible. If not, explain in detail,

ESTIMATED COST

- 1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
- 2. What is the estimated cost by fiscal year?
- 3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
- 4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
- 5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

- 1. Explain how the schedule was developed and at what point the specific dates were known.
- 2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
- 3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical,
- 4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

- 1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and **Temporary Consulting Services Form**.
- 2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
- 3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
- 4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
- 5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
- 6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
- 7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
- 8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

* All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

Explain other related considerations and attach all applicable supporting documents, i.e., an <u>approved "ITGB Form"</u> or "Request For <u>Individual Hire Form</u>".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.

Scope of Services

The scope of repair and/or maintenance services ("Work" or "Services") is described in the Scope of Work article of this agreement.

Estimated Quantities/Level of Service

Any quantities or level of usage shown herein are estimated for the initial Contract term. The City reserves the right to increase or decrease the quantities or level of Services required under this Contract. Nothing herein will be construed as intent on the part of the City to contract for any Services other than those determined by the City to be necessary to meet its needs.

The City will only be obligated to pay for such Services as are from time to time requested, performed, and issued via a Purchase Order release directly by the City.

Shop Facilities

The Contractor must have or must provide a subcontractor which has adequate factory-trained mechanics and personnel, and adequate shop facilities, tools, parts and service facilities in the Chicago Metropolitan area (defined as being no more than 40 road miles from 210 W. 69th St., Chicago, IL 60621) to service the equipment under this contract in its own shop. 2FM will conduct a site visit of the facilities prior to the contracts award. The shop facility will also be open for inspection by any City representatives upon request.

During the warranty period for any vehicles or equipment provided under this Contract, Contractor must have, or must provide a subcontractor which has, factory warranty authorization.

The manufacturer(s)/dealer(s) of the mounted equipment and/or accessories furnished by the Contractor under this specification must employ sufficient Certified factory trained technicians and maintain adequate shop facilities, service facilities and parts inventories within the Chicago Metropolitan area to service/repair the subject equipment/accessories throughout their warranty period.

Shop or service facilities must be equipped with the necessary parts to provide full service to the City's equipment either in stock and the turnaround time must be clear to ensure all repair and service operations that may be required.

The Contractor's or an authorized subcontractor's facility will be of sufficient size and accessibility to accommodate the anticipated amount of repair service to City owned equipment.

The Contractor must have available an enclosed, secured area to store City equipment awaiting repairs.

Factory Trained Mechanics

The Contractor must employ, or must have a subcontractor that employs, certified factory trained personnel who are

authorized to perform service and/or repair work on the specified equipment described herein.

Unspecified Services

Any service not specifically included in the Scope of Work may be added to this Contract if it falls within the same general category of Services already specified in this Contract. Pursuant to MCC Section 2-92-646, the lifetime aggregate value of the City's purchase of any Services /Items added to this Contract must not exceed ten percent (10%) of the original value of the Contract.

The Department will notify the Contractor in writing of the services which are necessary and request a written price proposal for the addition of the services to this Contract under the same terms and conditions of the original Contract, then forward the documents to the CPO. Such services may be added to the Contract only if the prices are competitive with current market prices and said services are approved by the CPO in writing. The CPO reserves the right to seek competitive pricing information on said services from other vendors and to solicit such services in a manner that serves the best interest of the City.

Any such services provided by the Contractor, without a written approval signed by the CPO, are done so entirely at the Contractor's risk. Consequently, in the event that such addition to the Contract is not approved by the CPO, the Contractor hereby releases the City from any liability whatsoever to pay for any services provided prior to the Contractor's receipt of the fully signed modification.

Standard Working Hours

Pursuant to MCC Section 2-92-220 a standard working day consists of 8 hours for this Contract; shifts must be coordinated with the Department. No overtime or premium pay is allowed unless otherwise specified in the Detailed Specifications and authorized by the Commissioner.

Timeliness

The Contractor must provide the Services in the timeframe required in the Scope of Services. If the Contractor's response and/or completion time for performance of the Services fails to meet this standard, the CPO may declare the Contractor in default.

Delay

If the City has caused the Contractor to be obstructed or delayed in the commencement, prosecution or completion of the Services by any act or delay of the City or by order of the Commissioner, then the time herein fixed for the completion of said Services will be extended for an equivalent period of time.

It is otherwise understood that no extension of time will be granted to the Contractor unless the Contractor, immediately upon knowledge of the causes of an unavoidable delay, notifies the Commissioner and CPO in writing, stating the approximate expected duration of the delay. Contractor shall not be entitled to an extension of time without such prior notification and request for extension.

The CPO and the Commissioner will determine the number of days, if any, that the Contractor has been delayed. Such determination when approved and authorized in writing by the Commissioner and CPO, will be final and binding.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the City or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

Quality of Workmanship and Materials

Standards of Performance

The Contract will perform or cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill care and diligence normally exercised by experienced Contractors performing work in projects of a scope and magnitude comparable to this project. The Contractor will use reasonable efforts to assure timely and satisfactory completion of the Work. The Contractor will at all times, act in the best interest of the city. The contractor will perform or cause to be performed, all Work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the City.

Work Correction

The Contractor, when directed in writing by the Commissioner, will promptly remove, re-perform or correct all work identified to be defective or as failing to conform to the Standards set forth above or in the Contract Documents, whether observed before or after completion of the Contractor's Work and whether or not installed or completed. The Contractor will bear all costs of correcting such defective or nonconforming Work, including costs associated with removing any nonconforming Work and installing corrected Work and compensation for any additional services made necessary thereby.

Failure to Proceed with Directed Work

In case of failure on the part of the Contractor to execute work ordered, in writing, by the Commissioner, the Commissioner may, at the expiration of a period of forty-eight (48) hours, request the Chief Procurement Officer to give notice, in writing, to the Contractor and proceed to execute such work as may be deemed necessary and the cost thereof, will be deducted from compensation due or which may become due the Contractor under this Contract.

Protection of Work, Damages and Repairs

The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the City.

The Contractor will be responsible for and shall repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the course of the work, where such damage is directly due to work under this contract or where such damage is the result of the negligence or carelessness on the part of the Contractor or of its employees or on the part of the Contractors subcontractor or its employees. However, the Contractor must first immediately notify the Commissioner or his authorized representative and report on the nature and extent of damage prior to making any such necessary repairs.

Clean Up

The Contractor must, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

Public Convenience

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the work is performed. The Contractor is responsible for conducting all work in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The Commissioner may at any time require additional provisions if such are deemed necessary for public safety or convenience.

Character of Workers

The Contractor will employ only competent and efficient employees and whenever, in the opinion of the Commissioner, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Commissioner, remove the employee from the work and will not employ such employee again for the work under this Contract, except with the written consent of the Commissioner. The Contractor will not permit any person to enter any part of a city facility or property while under the influence of intoxicating liquors or controlled substances. The Contractor will not permit obnoxious behavior or possession or consumption of alcoholic beverages or drugs anywhere on the site of any work to be performed under this Contract

The Commissioner has authority to request the Contractor to remove any worker who proves to be incompetent or negligent in his/her duties.

Work In Progress

Any Services in progress at the termination date of the Contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor be relieved of its obligations under this

Contract until all Services requested prior to the expiration of the Contract has been completed and accepted by the Commissioner.

Warranties for Repair Services and Replacement Parts

The Contractor must warrant for a period of 90 days from the date of final acceptance (i.e. the date the unit is returned to the City) all parts and services, that it will, at its own expense and without any cost to the City of Chicago, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship or by reason of non-compliance with these specifications.

The Contractor must provide copies of standard warranties that will be used in the regular course of business for service repairs. Warranties will not commence until the vehicle or equipment is accepted by the Department and placed into service. The Contractor will be responsible for the warranty of all parts and labor, regardless of whether the parts/and/or labor was provided by subcontractors.

The Contractor must furnish a warranty for the items and services provided under this Contract in accordance with the standard warranty regularly supplied. Exceptions to this warranty will be damage or loss due to theft, vandalism or accidental occurrences outside the Contractor's control.

In the event that any such repair(s) fails to endure this minimum period, the city may elect to repair the unit in-house on an emergency basis and/or the Contractor will replace the subject part(s) and/or furnish the necessary labor to make good the subject repair at no additional cost to the city.

Also, in the event that any such repair(s) fails to endure this minimum period, the Contractor will incur all costs in transporting the unit back to the maintenance location and returning it to the City after the warranty repair is completed.

WRITTEN REPAIR PROPOSALS

Upon notification from the Department of Fleet and Facility Management's Commissioner or authorized representative of the repair work requested, the Contractor will inspect the equipment and prepare a written proposal for all repairs including the Vehicle Estimate Form (VEF) for all repairs including but not limited to the following information:

- A. Contract number:
- B. Name of City Department:
- C. Name and phone number of City contact person:
- D. Description of equipment (make, model, serial number):
- E. Date equipment received by Contractor:
- F. Repair work required:
- G. Listing of parts used to repair equipment:
- H. Number of hours of labor to repair equipment; and
- I. Name and signature of the Contractor's employees performing the work.

The Contractor, upon written approval, in the form of a purchase order release from an authorized representative of the Department, may proceed with repairs.

In the event any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, the Contractor will prepare a written explanation of the condition of the equipment and a recommended method of corrective action to be taken.

Estimates for parts and labor must be based on industry-recognized third-party data, available from, e.g., tractor-trailer.net, mitchellsupport.com, or another recognized third-party estimating process, for those types of equipment and repairs for which such data is available.

Where it is found by the Chief Procurement Officer that the work performed is not consistent with industry standards and market prices, the City reserves the right to order such repair work to be performed by other Contractors. The City maintains the right to remove from the premises of the Contractor or Authorized Subcontractor any vehicle delivered for repair estimates.

If the estimate is disapproved, the Commissioner of the Department of Fleet and Facility Management may request a revised estimate from the Contractor, and/or have the vehicle removed from the Contractor's or authorized subcontractor's shop. The City reserves the right to furnish the Contractor or authorized subcontractor with the parts necessary for the required repairs. If the parts are provided by the City, the Contractor agrees to install any City-furnished parts at the labor rates provided in the contract, furnish the warranty required by the contract for the labor performed, and adjust the estimate for the repairs accordingly.

10 July, 2025

Mark Chapulis, Deputy Commissioner of Fleet



Marcel Boschung Ltd.

Aeropole 108 1530 Payerne

Switzerland

Payerne, April 8, 2025

to all who are concerned

Relates to: Boschung group representation in the State of Illinois, USA

The Boschung group is worldwide acting in the range of specialized vehicles for surface clearing and safety on all surfaces on airports, highways, roads, cities and municipalities. After selling the units we are acting also in the range of service, training, maintenance and parts support.

To be close to our customers, we have a wide network of Boschung companies and partners with service personnel as also parts stocks.

For the State of Illinois, USA we are represented by

Boschung America, LLC 2300 W. Windsor Ct Ste D Addison, IL 60101

Tim Donahue President and CEO

Mobile +1 630 222 8100

Tdonahue@boschungamerica.com www.boschungamerica.com

Boschung America LLC is the only authorized partner for sales, service, maintenance and spare parts sales in the State of Illinois, USA and administration and service personnel is qualified to act for all our products sold in this area.

Please do not hesitate to contact us for all questions and/or information.

Marcel Boschung Ltd.

Stefan Ganz M Head of Boschung Airport Division Roger Jungo Head of operations

Marcel Boschung AG Aéropôle 108 1530 Payerne Schweiz / Suisse / Switzerland Tel. +41 26 497 85 85 www.boschung.com



July 9, 2025

Department of Fleet and Facility Management 2 N. LaSalle St, 2nd Floor Chicago, IL 60602

Subject: Preventative Maintenance of Boschung Jetbrooms

Dear Amanda,

This letter is to confirm that Boschung America LLC is the sole provider of Jetbroom products, parts, and service for the State of Illinois and the City of Chicago. We are the only company authorized to perform warranty and service work for the Jetbroom product line for this region. Boschung America, LLC is a subsidiary of Boschung Group headquartered out of Payeme, Switzerland. They are the manufacturer of equipment and parts. They also provide training for our service technicians. We have one other dealer agreement in the United States, Siddons-Martin Emergency Group. They are restricted to the Texas, Louisiana, New Mexico, Utah, and Missouri territory.

When service is requested, we can either deploy technicians from our Addison, IL facility or have the equipment brought in. All work is completed by certified Boschung. We have a supply of \$3 - \$4 million in parts that are also stored at this facility. These parts are currently supplied through the NAPA and Genuine Auto Parts.

We are requesting that there are no stated goals in the contract. This is due to the fact that our parent company, Boschung, is the manufacturer of the equipment, as well as the servicable parts. Due to the proprietary nature, there are no certified DBE/MBE /WBE firms authorized by Boschung to resell parts or perform service for the equipment.

If you have any quesitons or need any additional information, please let me know.

Sincerely,

R Geoffrey Bing

President



City of Chicago

Department of Fleet and Facility Management (2FM)

2 N. LaSalle Street, 2nd Floor

Chicago, IL 60602

March 25th 2025

Subj: Quote for Preventative Maintenance of Boschung Jetbrooms

Vicky-

Below is proposal for the preventative maintenance and repair of the Boschung Jetbrooms:

- 2025
 - o Hourly Rate: \$220
 - Regular Hours: Monday Friday 7:00 AM to 4:00 PM
 - O Hourly Rate: \$330
 - Weekends, Weekdays 4:01 PM 6:59 AM, Holidays
 - Parts Pricing: Markup over Cost 45%
- 2026
 - Hourly Rate: \$232
 - Regular Hours: Monday Friday 7:00 AM to 4:00 PM
 - Hourly Rate: \$347
 - Weekends, Weekdays 4:01 PM 6:59 AM, Holidays
 - o Parts Pricing: Markup over Cost 45%
- 2027
 - Hourly Rate: \$244
 - Regular Hours: Monday Friday 7:00 AM to 4:00 PM
 - Hourly Rate: \$365
 - Weekends, Weekdays 4:01 PM 6:59 AM, Holidays
 - o Parts Pricing: Markup over Cost 45%
- 2028
 - Hourly Rate: \$256
 - Regular Hours: Monday Friday 7:00 AM to 4:00 PM
 - o Hourly Rate: \$384
 - Weekends, Weekdays 4:01 PM 6:59 AM, Holidays
 - Parts Pricing: Markup over Cost 45%

- 2029
 - o Hourly Rate: \$270
 - Regular Hours: Monday Friday 7:00 AM to 4:00 PM
 - O Hourly Rate: \$404
 - Weekends, Weekdays 4:01 PM 6:59 AM, Holidays
 - Parts Pricing: Markup over Cost 45%
- 2030
 - o Hourly Rate: \$284
 - Regular Hours: Monday Friday 7:00 AM to 4:00 PM
 - o Hourly Rate: \$425
 - Weekends, Weekdays 4:01 PM 6:59 AM, Holidays
 - Parts Pricing: Markup over Cost 45%

If there are any questions, please direct them to me at 630-222-8100 or email Tdonahue@boschungamerica.com.

Thank you,

Tim Donahue

President CEO

Boschung America, LLC.

To Dule

Contract Goal Participation Determination Form									
Project Title: NCRB Request for Boshung America, LLC. Maintenance and Repair of Boschung Runway Snow Removal Equipment									
Project Description:									
Maintenance and Repair of Boschung Runway Snow Removal Equipment									
Specification No. 1323883 Requisition No. 663987									
Funding Source(s): City 🗸 Federal 🗌 Other 🔲									
Target Market: Yes No MBI SBII SBIII									
Previous Contract No(s):									
SCOPE OF WORK:									
There are 65 Active Boschung "Jet Broom" runway snow removal units operating at O'Hare Airport. They were purchased by the Chicago Department of Aviation (CDA) with extended warranties, which have since expired. There is a continuing need for outside maintenance and repair services to keep these units running. SUBCONTRACTING OPPORTUNITIES (Subcontracting opportunity list is based on specialty areas of known Certified MBE/WBE/VBE/DBE contractors)									
			Percentage		Goal Percentage	of Participation			
Type of W	/ork	Estimated Dollar Amount	of Total Contract	MBE%	WBE%	VBE%	DBE%		
Service and Repair of Boschung Runw	vay Snow Removal Equipment	14	Contract	0%	0%	0%	0%		
	TOTAL								
TOTAL ESTIMATED CO	ONTRACT VALU	\$7,500,000.00							
COAL RECOMMENDAT	FION: MRE part	icipation _0% WBE pa	rticipation 09	% VRE par	rticipation 0%	DRE part	ticipation 0%		
For Contraction Brainets Only		S NO (If yes, att							
Recommended: Victoria Santiago 04/29/25									
Recommended:		artment Authorized Signature) Date							
Fleet and Facility Management (2FM)									
		ne of User Department)	(21 101)						
Approved By: Sharla D. Roberts, Chief Procurement Officer Date									

Please include additional sheets as necessary



RE: GENERAL TERMS AND CONDITIONS

From Tim A. Donahue <tdonahue@boschungamerica.com>

Date Fri 5/2/2025 10:19 AM

To Sandra Foston <Sandra.Foston@cityofchicago.org>

Cc Victoria Santiago < Victoria.Santiago@cityofchicago.org>; Mark Chapulis < Mark.Chapulis@cityofchicago.org>; Amanda Gooch < Amanda.Gooch@cityofchicago.org>

[Warning: External email]

Sandra- I did receive the document.

Tim Donahue President and CEO

Boschung America, LLC 2300 W. Windsor Ct Ste D Addison, IL 60101

Mobile +1 630 222 8100

<u>Tdonahue@boschungamerica.com</u> <u>www.boschungamerica.com</u>

LinkedIn | Facebook | Instagram | Twitter

From: Sandra Foston <Sandra.Foston@cityofchicago.org>

Sent: Friday, May 2, 2025 10:16 AM

To: Tim A. Donahue <tdonahue@boschungamerica.com>

Cc: Victoria Santiago < Victoria. Santiago @cityofchicago.org>; Mark Chapulis < Mark. Chapulis @cityofchicago.org>;

Amanda Gooch <Amanda.Gooch@cityofchicago.org>
Subject: Re: GENERAL TERMS AND CONDITIONS

Good morning and Happy Friday,

I am following up on the confirmation of receipt of the Terms and Conditions.

Please respond to this email acknowledging receipt.

Thank you,

Sandra Foston



Department of Fleet and Facility Management

Contracts Administrator

2 North LaSalle St.

Chicago, IL 60602

Telephone: (312) 744-6656

Email: sandra.foston@cityofchicago.org

From: Sandra Foston

Sent: Tuesday, April 29, 2025 12:36 PM

To: tdonahue@boschungamerica.com <tdonahue@boschungamerica.com>

Cc: Victoria Santiago < Victoria. Santiago @cityofchicago.org >; Mark Chapulis < Mark. Chapulis @cityofchicago.org >;

Amanda Gooch < <u>Amanda.Gooch@cityofchicago.org</u>>

Subject: GENERAL TERMS AND CONDITIONS

Good afternoon,

I am working on processing the NCRB Application for Boschung America. LLC. In doing so we are required to provide you the general contract Terms and Conditions. Please review and acknowledge receipt by responding to this email.

Please do not reach out if you have any questions.

Thank you,

Sandra Foston



Department of Fleet and Facility Management

Contracts Administrator



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

Title:COO

EDS Number: 216119 Date of This Filing:07/07/2025 10:13 AM Certificate Printed on: 07/07/2025 Original Filing Date:07/07/2025 10:13 AM

Disclosing Party: Boschung America, LLC

Filed by: Mr. Geoff Bing

Matter: Preventative Maintenance Services -

Jetbroom

Applicant: Boschung America, LLC

Specification #: Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps1.chicago.gov/eds and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



Approved - Repair & Maintenance for Boschung Equipment

From Michael Hooks < Michael. Hooks@cityofchicago.org >

Date Tue 4/29/2025 1:04 PM

To Amanda Gooch < Amanda. Gooch@cityofchicago.org >

3 attachments (774 KB)

DFFM [Spec #1323883] VEHICLES-HEAVY EQUIPMENT (CAPITAL).docx; _1) myCOI vendor requirement TMPLT 010524.docx; _2) Exhibit122123 DoL_myCOI next steps.docx;

Amanda,

Hello, per your request, I have attached new approved insurance requirements for the **Repair & Maintenance** for Boschung Runway Snow Removal Equipment program. 2FM – [Spec #1323883] Vehicles/Heavy Equipment. Please note that the Insurance Set Identifier Code for this insurance set is:

2FM – [Spec #1323883] Vehicles/Heavy Equipment.

Last year, the City implemented myCOI, an application used to efficiently manage Certificates of Insurance. The Insurance Set Identifier Code identified above must be selected in FMPS and is necessary to the myCOI tracking and verification process.

I have also attached the following documents that must be included with a contract/RFP:

1. myCOI Language Template Insert

This includes myCOI language that must be inserted into the contract/RFP/Solicitation.

2. Contract/RFP Exhibit – Registration and Submittal of Certificate of Insurance through myCOI This Exhibit includes instructions regarding the myCOI vendor registration process and must be included with the contract/RFP/Solicitation.

Should you have any questions, please contact me directly. Thank you.

Sincerely,

Michael H.



Michael Hooks

Senior Risk Management Analyst City of Chicago | Department of Finance

2 N. LaSalle Street, 13th FL, Suite 1320 / Chicago IL. 60602

Michael.Hooks@cityofchicago.org
Office Phone: (312) 747-7879

Office Hours: 8:30-4:30pm CST

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

DEPT OF FLEET AND FACILITY MANAGEMENT

DFFM-[Spec #1323883] VEHICLES/HEAVY EQUIPMENT (CAPITAL)

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

A. INSURANCE REQUIRED FROM CONTRACTOR

1) Workers' Compensation and Employer's Liability (Primary and Umbrella)

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed

operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contactor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Contractor. Limits of not less than \$1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Umbrella or Excess

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit,

if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

5) Garage Liability

Where the business operations entail automobile or truck garages, Commercial Garage Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate/accident for Garage Operations – Covered Autos, Garage Operations – Other than Covered Auto and Personal Injury for bodily injury and property damage liability. Coverage must include but not be limited to the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability must be included. Coverage extensions must include Garage Keepers Legal Liability for limits of a minimum of \$250,000 on a Primary basis for Comprehensive and Collision coverages.

The City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies. The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

Insurance coverages that begin with "when," "if," or "where," are considered conditional, and it is the Contractor's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that conditional coverage is not initially applicable, it is the Contractor's continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.

6) Valuable Papers (when applicable)

When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

7) Blanket Crime (when applicable)

When applicable, Contractor must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

8) Property (when applicable)

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the

insurance required herein is sufficient to protect the Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

<u>Failure to Maintain Insurance.</u> Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Consistent with State law, Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. See 215 ILCS 5/143.16 and 143.17(a). A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to comply with the insurance requirements.

<u>Deductibles and Self-Insured Retentions.</u> Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

<u>Waiver of Subrogation.</u> Contractor hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Contractor's insurer(s).

<u>Contractors Insurance Primary.</u> All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

<u>Acceptability of Insurers.</u> Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A-, Class VIII, unless otherwise approved by the City.

<u>No Limitation as to Contractor's Liabilities</u>. The coverages and limits furnished by the Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by the City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

<u>Insurance not Limited by Indemnification.</u> The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

<u>Joint Venture or Limited Liability Company.</u> If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability and Professional Liability Insurance, and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The Contractor is responsible for ensuring that each Subcontractor has named the City of Chicago as an additional insured where required, as well as specifically naming the City of Chicago as an additional insured on any endorsement form at least as broad and acceptable to the City. The Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, the Contractor must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

STOP! Please select and update the correct insert below

myCOI – DPS/NonDPS Use Only Contractual Inserts

Add/Incorporate Draft Contract Language into Department of Procurement Services contracts currently being negotiated.

Draft Contract Language

Unless otherwise provided for by the authorized representative of the Department of
Procurement Services ("City"), Contractor must register with the City's online insurance
certificate portal using the designated email registration link at [web address] and as specified
in [Exhibit]. Accordingly, Contractor must provide a valid email address for both the
Contractor and Contractor's insurance agent or provider, as described in further detail in
[Exhibit].

Contractor shall be responsible for ensuring that Contractor's insurance agent or provider responds to requests generated by and sent via email from the City's online insurance certificate portal requiring the upload of a certificate of insurance (COI) or any other required insurance documents directly into the portal. Contractor is further responsible for ensuring that any requests for insurance documentation during the Contract term are provided through the City's online insurance certificate portal and that all such information uploaded is accurate and meets the requirements of [Exhibit ____].

COIs may not be submitted to the City via mail, email, fax, or other means unless specifically requested or agreed to by the City in that format. Contractor shall not be authorized to begin work or receive payment prior to registration in and receipt of COI in the City's online insurance certificate portal, without the written authorization of the City Comptroller.

myCOI - DPS/NonDPS/Delegate Agency RFP/Q Solicitations

Add Specification Language to RFP/Q Solicitations

Specification Language: RFP/RFQ/Non-Competitive

Respondent, if selected, shall register with the City's online insurance certificate portal using the designated email registration link provided at [web address] and as specified in [Exhibit ____]. Respondent shall provide a current and valid email address for both the contractor and the contractor's insurance agent or provider, as described in further detail in [Exhibit ____]. The Selected Respondent is responsible for ensuring the submission of a certificate of insurance (COI) through the City's online insurance certificate portal prior to award of a contract.

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STOP! Please select and update the correct insert below

A Respondent selected for contract negotiation and award who fails to fulfill the requirement to register and submit a COI through the City's online insurance certificate portal may be deemed nonresponsive and the City may choose to instead engage a different Respondent for contract negotiation. If a Respondent is unable to register and submit the COI through the City's online insurance certificate portal and instead submits a printed insurance certificate prior to contract award, the City may accept a paper COI provided that written justification is provided explaining the Respondent's good faith efforts to comply with the terms of this section and the reasons why the submission could not be completed. Instructions for registering and submitting COIs are available at the following URL: http://www.cityofchicago.org/COI

myCOI - DPS/NonDPS/Delegate Agency BID Solicitation

Add Specification Language (Low-Bid) to Competitive Bid Solicitations

Specification Language: Low-Bid

Bidder, if selected for award of contract, must register with the City's online insurance certificate portal prior to contract award using the designated email registration link provided at [web address] and as specified in [Exhibit ____]. Accordingly, Contractor must provide a valid email address for both the Contractor and Contractor's insurance agent or provider, as described in further detail in [Exhibit ____]..

A Bidder who does not fulfill the requirements to register and submit a certificate of insurance (COI) shall be deemed nonresponsive and its bid shall be rejected, except as otherwise provided below.

If a Bidder is unable to register and submit the COI through the City's online insurance certificate portal and instead submits a printed insurance certificate prior to the contract start date, the City may accept a paper COI provided written justification is provided explaining the Bidder's good faith efforts to comply with the terms of this section and the reasons why the submission could not be completed.

Instructions for registering and submitting the certification of insurance are available at the following URL: http://www.cityofchicago.org/COI. Subsequent to the contract start date, Contractor is responsible for ensuring that any requests for insurance documentation during the contract term are completed through the City's online insurance certificate portal and that all information uploaded is accurate and meets the requirements of [Section].

Exhibit ()

Registration and Submittal of Certificate of Insurance through myCOI

You will receive a registration e-mail from registration@myCOItracking.com. Please follow the instructions in the e-mail to complete your registration with myCOI. Outlined within this exhibit are step by step instructions on how to register.

Contractor's organizational contact for this contract and insurance related matters as well as your insurance agent's contact information will be needed for registration.

You do not need to provide a certificate of insurance during your registration; myCOI will work with your agent using the information provided during registration to obtain the certificate of insurance directly from your agent.

Once the certificate of insurance is submitted by your agent and is approved for compliance by myCOI notification will be provided.

Please add the following e-mail addresses to your safe sender list to ensure you receive all e-mail communication from myCOI: registration@myCOItracking.com, certificaterequest@myCOIsolution.com

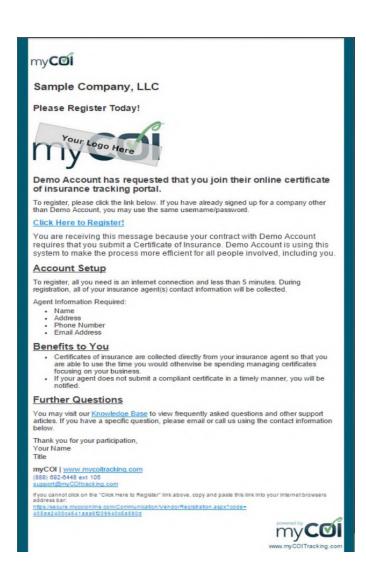
If you have any questions, please contact myCOI directly at 317-759-9426, Ext. 105 or via e-mail at support@myCOItracking.com.



The Vendor Registration Process

myCOI's vendor registration takes approximately five minutes to complete. You, as the vendor, will set-up your sign-in information and provide some basic contact information for your insurance agent.

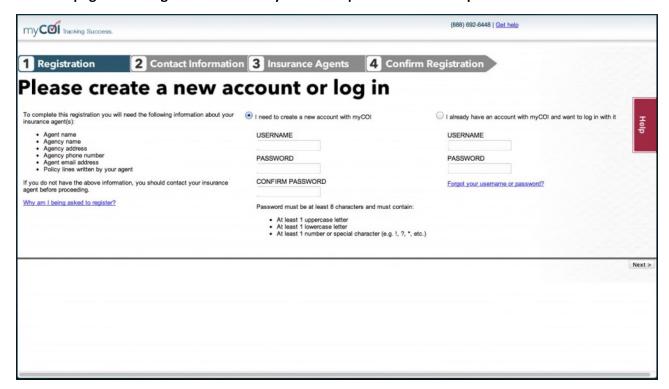
From here, you will not be contacted by myCOI unless your insurance agent is not responsive to our requests. This five minute registration process is intended to replace the hours of frustration vendors can experience when they are placed in the middle of communications between their insurance agent and a compliance administrator.



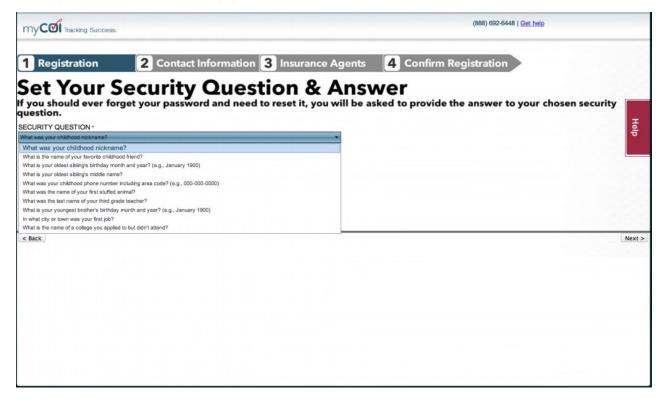
The process begins with you receiving a registration invitation from myCOI. Selecting the "Click Here to Register" link will begin take you directly to the registration page.

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The first page of the registration will ask you to set up a user name and password.

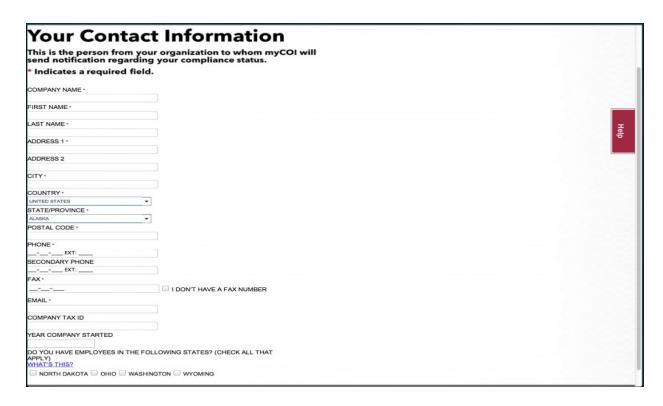


Next, you will then set a security question.

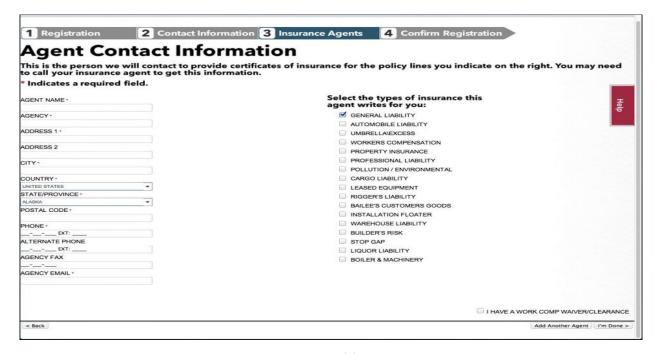


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The next part of the registration will ask you to review and confirm that the contact information myCOI has on file is correct. If the information is incorrect, you will revise the information on this screen before moving forward.



Next you will be asked to add your insurance agent contact information and select the policy lines the insurance agent writes for you. If you have multiple insurance agents, there is an "add another agent" button located at the bottom of the screen.



Once you are finished adding your insurance agent(s), click the "I'm Done" button.

Including the agent's correct <u>email address</u> and selecting the correct <u>types of insurance</u> the agent writes is critical to myCOI's success in obtaining the necessary insurance documents.

On the next screen, you will be able to confirm the information you entered for your insurance agent(s). You are able to go back and revise the information if needed. Once you have confirmed that all insurance agents have been added and all data is correct, click the "Next" button.



This completes the myCOI registration process! The myCOI system will automatically reach out to your insurance agent(s), using the email address you provided during registration, to obtain a copy of the

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certificate of insurance and any other necessary insurance related documents.

