MEMORANDUM

To: Sharla 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 Facility Management

Date: 5/27/2025

Subject: NCRB Application -SX52-4 PRINTING PRESS, PARTS AND SERVICE (Heidelberg

Press, Maintenance, Repair, Parts, Software, Software Maintenance, and Training for

Heidelberg Equipment)

Requisition No.: 617991| Specification No.: 1305098

The Department of Fleet and Facility Management respectfully submits this package to the Non-Competitive Review Board (NCRB) for review and approval of a new contract with Heidelberg USA for Sx52-4 Printing Press, Parts and Service (Heidelberg Press, Maintenance, Repair, Parts, Software, Software Maintenance, and Training for Heidelberg Equipment) for a term of 3 year with two 1 year extension options. The contract value for the term of the contract is anticipated at \$271,000 and breakdown listed below per year:

Year 1 - \$121,000

Year 2 - \$75,000

Year 3 - \$75,000

JUSTIFICAITON SAMPLE BELOW:

2FM's in-house production center plays a crucial role in providing high-quality print materials for various city agencies, including brochures reports, flyers, posters, and training materials. To ensure uninterrupted production and maintain the highest standards of print quality, it is essential to engage Heidelberg USA, Inc., in a dedicated sole-source contract for the continued maintenance, repair, and support of this equipment.

The scope of this contract encompasses the following Heidelberg printing equipment currently operated by the DEPARTMENT:

- SX-52 printing press, Serial No. GS001263
- MOZP printing press, Serial No. 607768
- GTO printing press, Serial No. 678394N
- MO printing press, Serial No. 331100

Service Provider Exclusivity

Heidelberg USA, Inc. is designated as the exclusive, factory-authorized provider in the United States for new Heidelberg SX 52-4 printing presses, including exclusive rights to offer parts, maintenance, and repair services for the equipment listed above.

Services Overview

The Service Provider is committed to providing the following services to ensure the optimal functionality and longevity of the DEPARTMENT's Heidelberg equipment:

- a. **Preventative Maintenance:** Regularly scheduled maintenance tasks designed to prevent equipment failures and ensure continuous operation, tailored to the unique requirements of each piece of equipment.
- b. **Emergency Repair Services:** On-demand support for unscheduled repairs to address equipment breakdowns, available during normal business hours (8 AM to 5 PM, Monday through Friday, excluding holidays observed by the City).
- c. **Software Updates:** Provision and implementation of the latest software updates to improve equipment functionality and performance.
- d. **Technical Support and Training:** Access to Heidelberg's technical support team and training programs, ensuring the DEPARTMENT's staff are well-equipped with the knowledge and skills necessary for efficient equipment operation.

Parts and Consumables

The Service Provider will supply authentic Heidelberg parts and consumables needed for maintenance and repair services. All parts will be provided at prices outlined in the Service Provider's most current pricelists, in accordance with the terms of this contract.

History & Impact

The City of Chicago's requirement for Heidelberg's maintenance services has evolved due to the unique specifications of Heidelberg printing equipment used in city operations since 2013, under Specification No. 112872, PO 28908. Heidelberg's proprietary technology and specialized maintenance protocols necessitate exclusive service from Heidelberg USA, Inc., the only factory-authorized provider for parts and service. This exclusivity has shaped the current sole source procurement necessity.

The Heidelberg equipment is used by the City of Chicago's Department of Fleet & Facility Management for high-volume, high-quality offset printing. This equipment supports the production of a wide range of critical printed materials including Health Department outreach documents, Police Department forms, event signage (i.e. DPS Construction Summit and Kick Off meeting), door hangers, flyers, training manuals, and brochures for various City departments.

Due to the proprietary nature of Heidelberg's printing technology, only Heidelberg USA, Inc. is authorized to service and supply parts for the City's existing equipment. No third-party vendors can offer compatible maintenance or replacement services. Because Heidelberg contracts with FedEx for delivery, transportation opportunities are not available.

Additionally, transitioning to new equipment from another vendor would require a significant capital investment and extensive retraining, along with downtime that would impair the City's ability to meet printing needs.

Based on the information above, the recommendation of issuing a new RFP for this project would cause the Heidelberg equipment to be decommissioned. The City would lose the internal capability to produce essential printed materials in the quantities, quality, and turnaround times currently required.

This would disrupt operations across multiple departments and significantly delay public communication efforts and service delivery.

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. Heidelberg USA Inc. 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. Heidelberg USA Inc. Sole Source Justification
- 9. Heidelberg USA Inc. Quote

The funding line for this procurement will be 025-0100-0384113-0162-220162. Requisition #617991 has been prepared and forwarded for further processing upon your approval.

Heidelberg USA, Inc. is the only factory authorized provider in the United States of a new Heidelberg SX 52-4 printing press. The vendor is also the only factory authorized provider of parts and service for this equipment and maintains decades of experience in security printing.

The vendor has experience developing the following models, the GTO, SM 52 PM 52, PM 74 SM 74, SX52, Speed master, CD 102, CX 102, XL 75 and XL 106.

Cc: Steve Loboda - DPS Victoria Santiago- 2FM Joseph Maul - 2FM

MEMORANDUM

To: Office of Contracting Equity

Department of Procurement Services

From: Julie Tomin-Hernandez, Commissioner

Department of Fleet and Facilities Management

Reviewed by:

Victoria Santiago, Deputy Commissioner

Bureau of Administration, Fleet and Facilities Management

Date: 5/27/2025

Subject: NO STATED GOALS

NCRB Application -SX52-4 PRINTING PRESS, PARTS AND SERVICE (Heidelberg Press, Maintenance, Repair, Parts, Software, Software Maintenance, and Training for

Heidelberg Equipment)

Requisition No.: 617991| Specification No.: 1305098

The Department of Fleet and Facility Management is seeking approval of No Stated Goals for the NCRB application for Heidelberg USA SX52-4 PRINTING PRESS, PARTS AND SERVICE (Heidelberg Press, Maintenance, Repair, Parts, Software, Software Maintenance, and Training for Heidelberg Equipment).

The Heidelberg equipment is used by the City of Chicago's Department of Fleet & Facility Management for high-volume, high-quality offset printing. This equipment supports the production of a wide range of critical printed materials including Health Department outreach documents, Police Department forms, event signage (i.e. DPS Construction Summit and Kick Off meeting), door hangers, flyers, training manuals, and brochures for various City departments.

Due to the proprietary nature of Heidelberg's printing technology, only Heidelberg USA, Inc. is authorized to service and supply parts for the City's existing equipment.

No third-party vendors can offer compatible maintenance or replacement services. Because Heidelberg contracts with FedEx for delivery, transportation opportunities are not available.

Additionally, transitioning to new equipment from another vendor would require a significant capital investment and extensive retraining, along with downtime that would impair the City's ability to meet printing needs.

Based on the information above, the recommendation of issuing a new RFP for this project would cause the Heidelberg equipment to be decommissioned. The City would lose the internal capability to produce essential printed materials in the quantities, quality, and turnaround times currently required.

This would disrupt operations across multiple departments and significantly delay public communication efforts and service delivery.

Respectfully, 2M would appreciate the consideration of NSG goals and the continuation of the Sole Source procurement method to ensure continuity of critical services to the Department of Health, Police Department and various city departments.

If you have any questions, please feel free to reach out to Sandra Foston, at 312-744-6656, or via email at sandra.foston@cityofchiago.org.

Thank you in advance for your assistance,

Cc: Steve Loboda - DPS

Victoria Santiago- 2FM Joseph Maul - 2FM



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.

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Department Name:		Note:	is or the it	of the funding source. *Contract Liaison Signature								
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Requisition No:	Specification No:	sig	ned by all	ual Contract Services: Include approval form I by all parties T project valued at \$100,000.00 or more,				*By signing this form, I attest that all information provided is true and accurate.				rmation
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Contract Liaison:		Title:										
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Victoria Santiago			☐ Standard/One-Time Purchase ☐ Request for Individual Contract Services ☐ Information Technology Governance									
Purchase Order Information:				Procurement Method: Board (ITGB)								
Contract Term (No. o	of Months):			☐ Bid ☐ RFP ☐ RFQ ☐ RFI ☐ IDOT Concurrence ☐ Small Order								
Extension Options	(Rate of Recurrence):			_ Ginail Oldel								
Estimated Spend/V	'alue:	\$										
Grant Commitment	/ Expiration Dat	te:	Cor	ntract Ty	pe:							
Pre-Bid/Submittal (Conference:	Yes 🛛 No	- 1	☐ Architect Engineering ☐ Commodity ☐ Construction ☐ JOC ☐ SBI								
☐ Mandatory	☐ Site Visit		-	☐ Professional Services ☐ Revenue Generating ☐ Vehicle & Heavy Equipment ☐ Work Service ☐ Joint Procurement ☐ Reference Contract								
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City of Chicago March 1, 2022

Section I: General Contract Information						
Department Name	Fleet and Facility Management					
Department Contact Name	Sandra Foston					
Department Contact Number	312-744-6656					
Department Contact Email	sandra.foston@cityofchicago.org					
Contract Number	TBD- New Sole Source RFP Request					
Contract Subject Name	Heidelberg SX52-4 Printing Press, Parts and Services Spec. # 1305098					
Contract Initiation Date	TBD					
Original Contract Amount	Former PO 28908 \$515,482.22					
Original Contract Expiration Date	60 Months from Award					
Budgeted amount for current year	\$421,000.00					
Year to date expenditure						
Are funds X_Operating Capit	alTIFGrant					
What is the funding strip?	024-100-038-4113-0162					
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	N/A					
If no, what is the plan to address the short fall?						
S	Section II: Contract Modifications					
Complete this section if you are modifying	Complete this section if you are modifying the value of an existing contract.					
Contract Value Increase	\$					
New total contract amount	\$					
New contract expiration date (pending Time Extension)	N/A					

City of Chicago March 1, 2022

Goods/services provided by this	
contract	
Justification of need to modify this	
contract	
Impact of denial	
•	
Section III. Issue a Rec	quest for Services to a Master Consulting Agreement
Complete this section if you want to issue	a request for services to a Master Consulting Agreement
Value of planned task order request	\$
Expiration date of planned task order	
request	
Scope of services	
Justification of need to issue request for	
services	
Impact of denial	
Section IV: Assessm	nent of Office of Budget and Management Analyst
Approve/Deny	Reason: New Sole Source RFP request is approved for Heidelberg SX52-4
	Printing Press, Parts and Services Spec. # 1305098.
OBM Analyst Initials	R.M.
OBM Analyst Name/number	Rosalyn McIntosh/ (312) 744-2369



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.
- 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 <u>Temporary Consulting Services Form</u>.
- 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

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

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.



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 Appl	ication Author
Fleet & Facility Joseph Maul Management (2FM)		;	312-744-498	4 2/14/2025	0055	11/7010111
Contract Liaison	Email Contract Liaisor	n '	Telephone		JUSC P	HMAUL
Sandra Foston	sandra.foston@city ago.org	ofchic	312-744-665	6	0	
List Name of NCRB Atto	endees/Department					
Joseph Maul						
Victoria Santiago						
Gregory Robinson						
Sandra Foston						
Request NCRB review I	•	oduct(s) a	nd/or servic	e(s) described hereir	1.	
Contact Person:		Phone:		Email:		
Jacqueline Fishman		770-794-6	242	jacqueline.fishman@	heidelberg.com	
Project Description: His Parts, Software, Software					delberg Press, Ma	intenance, Repair,
This is a request for:						
New Contract ■ Contract			☐ Amendment	ent / Modification		
Contract Type		-	Type of Mod	lification		
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			Modification	Number.		
Department Request	Approval		Red	commended Appro	val	
Victoria So	rutieso	2/19/202	25			
DEPARTMENT HEAD OR I	DESIGNEE	DATE	ВОА	RD CHAIRPERSON		DATE
Victoria Santiago						
PRINT NAME			PRIN	NT NAME		
(FOR NCRB USE ONI	Y)					
•	·			Approved	Rejected	
Recommend Approval/Date:						
Return to Department/Date:						
Rejected/Date:						
			CHIE	EF PROCUREMENT OF	FICER	DATE

Page 1 of 4 April 2013



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

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.

The City of Chicago's requirement for Heidelberg's maintenance services has evolved due to the unique specifications of Heidelberg printing equipment used in city operations since 2013, under Specification No. 112872, PO 28908. Heidelberg's proprietary technology and specialized maintenance protocols necessitate exclusive service from Heidelberg USA, Inc., the only factory-authorized provider for parts and service. This exclusivity has shaped the current sole source procurement necessity.

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

While the City of Chicago has engaged with Heidelberg since 2013 for equipment maintenance, this is the inaugural instance of formalizing a sole source application specifically for Heidelberg services. Previous engagements utilized reference contracts from the General Services Administration (GSA), but the unique service requirements for Heidelberg equipment have led to the pursuit of a dedicated sole source contract.

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

Competitive bidding for this requirement was deemed unfeasible due to Heidelberg's proprietary technology and the specialized nature of the required maintenance services. As the exclusive provider of authorized parts and service for its equipment, Heidelberg does not distribute parts to third-party vendors, precluding competitive sourcing.

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.

Extensive research was conducted to explore alternative sources, including consultations with other cities using similar equipment, inquiries to industry peers, and reviews of professional organization recommendations. However, the proprietary nature of Heidelberg's technology and the lack of third-party service providers capable of maintaining Heidelberg equipment to factory standards confirmed the necessity of a sole source procurement. Replacing these machines with new equivalents would entail a significant financial burden, with estimated costs ranging from \$100,000 to \$500,000 per unit based on current market prices. The existing equipment, still in operational condition, continues to meet our printing needs efficiently. By maintaining the Heidelberg presses, the City ensures continuity of service, minimizes operational disruption, and optimizes budgetary resources, ultimately reflecting responsible and prudent fiscal management.

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

This request initiates a five-year sole source contract with Heidelberg USA, Inc. The long-term procurement strategy will be reassessed upon the conclusion of this term, considering technological advancements and operational requirements at that time, potentially leading to a different approach to these services in the future.

Page **2** of **4** April 2013



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

ESTIMATED COST
\$421,000 / 5 yrs or 60 Months
1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
The estimated cost for the Heidelberg maintenance contract is derived from the maintenance and products they provided in the last five (5) years. The funding source for the current year is specified as 24-100-0384113-0162, with future funding anticipated to be allocated from the Department of Fleet & Facility Management appropriation 0162.
2. What is the estimated cost by fiscal year?
Per contract 28908
\$767,468/10 yrs (Amount Encumbered/start date 11/7/2013-11/6/2023) =\$767,468/12 * 5 (duration of Contract)
3. Explain the basis for estimating the cost and what assumptions were made and/or data used.
The cost estimate is based on historical data from the previous five years under contract 28908, with a 10% increase factored in to account for the aging of the equipment and expected growth in repair and maintenance needs. This approach considers Heidelberg's structured maintenance programs designed to maximize machine availability and productivity, which include comprehensive services from basic checks to part replacements as 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.
The City of Chicago has made a significant investment in Heidelberg equipment, which is integral to its daily printing operations. Heidelberg's maintenance services are uniquely designed to protect this investment, ensuring equipment longevity of the equipment. Opting for another service provider could potentially lead to additional costs due to the need for duplicating specialized tooling or design adaptations specific to Heidelberg's technology.
SCHEDULE REQUIREMENTS
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.
Heidelberg's unique position in the printing industry, with over 170 years of innovation and expertise, especially in advanced offset and digital printing technologies, positions them as uniquely qualified for specialized projects. Their professional services extend beyond equipment sales to include comprehensive consultancy, workflow optimization, and digital transformation strategies, making them exclusively suited for projects requiring high-level industry insights and technical proficiency.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
Yes, Heidelberg is recognized for having personnel who are leaders in the printing field, renowned for their depth of knowledge, technical skills, and innovative contributions to printing technologies and processes.
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?

Heidelberg possesses unique experiences in implementing cutting-edge technologies and digital transformations in



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

the printing sector, including automation and workflow optimization, which are critical for modern printing projects and operational efficiencies.

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?

Heidelberg exclusively owns state-of-the-art technical facilities and test equipment, including their advanced printing presses and digital solutions, which are essential for executing high-quality printing tasks and innovative projects

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?

Heidelberg's comprehensive service network, customizable solutions, and ability to adapt to specific project needs ensure they can uniquely meet job requirements efficiently, within tight timelines, and without imposing unreasonable costs on 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?

Heidelberg equipment features unique capabilities such as unparalleled precision, efficiency, and reliability in printing technologies, which are not matched by other brands. Compatibility with existing systems is crucial for operational continuity and optimizing investment, making Heidelberg's solutions indispensable.

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

Heidelberg USA, Inc. is also the only factory authorized provider of parts and service for this 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.

Heidelberg USA, Inc. is also the only factory authorized provider of parts and service for this equipment.

rieldelberg OSA, fric. is also the only factory authorized provider of parts and service for this equipment.						
OTHER						

Page 4 of 4 April 2013



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

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

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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 <u>Temporary Consulting Services Form</u>.
- 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

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

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 for the Maintenance and Support of Heidelberg Printing Equipment

1. Introduction

This contract delineates the terms and conditions under which Heidelberg USA, Inc. ("Service Provider") will deliver maintenance and support services for Heidelberg printing equipment, as utilized by the City of Chicago's Department of Fleet & Facility Management ("DEPARTMENT"). The DEPARTMENT's in-house production center is committed to offering the highest-quality products and services in a timely and cost-effective manner. Our comprehensive services include both black and white and color photocopying, alongside offset color printing. We specialize in the production of a wide array of materials, including annual reports, brochures, door hangers, flyers, postcards, posters, and training manuals, in addition to custom materials that utilize variable data printing.

2. Equipment Coverage

The scope of this contract encompasses the following Heidelberg printing equipment currently operated by the DEPARTMENT:

- SX-52 printing press, Serial No. GS001263
- MOZP printing press, Serial No. 607768
- GTO printing press, Serial No. 678394N
- MO printing press, Serial No. 331100

3. Service Provider Exclusivity

Heidelberg USA, Inc. is designated as the exclusive, factory-authorized provider in the United States for new Heidelberg SX 52-4 printing presses, including exclusive rights to offer parts, maintenance, and repair services for the equipment listed above.

4. Services Overview

The Service Provider is committed to providing the following services to ensure the optimal functionality and longevity of the DEPARTMENT's Heidelberg equipment:

- a. **Preventative Maintenance:** Regularly scheduled maintenance tasks designed to prevent equipment failures and ensure continuous operation, tailored to the unique requirements of each piece of equipment.
- b. **Emergency Repair Services:** On-demand support for unscheduled repairs to address equipment breakdowns, available during normal business hours (8 AM to 5 PM, Monday through Friday, excluding holidays observed by the City).
- c. **Software Updates:** Provision and implementation of the latest software updates to improve equipment functionality and performance.

d. **Technical Support and Training:** Access to Heidelberg's technical support team and training programs, ensuring the DEPARTMENT's staff are well-equipped with the knowledge and skills necessary for efficient equipment operation.

5. Parts and Consumables

The Service Provider will supply authentic Heidelberg parts and consumables needed for maintenance and repair services. All parts will be provided at prices outlined in the Service Provider's most current pricelists, in accordance with the terms of this contract.

6. Service Rates

Labor and repair service rates will be provided for the following equipment:

- Single Color Press (MO)
- Single Color Press (GTO)
- Multi Color Press (MOZP)

These rates apply to services conducted during standard business hours, with a minimum charge per service occurrence as established in this contract.

7. Contract Goals

The primary aim of this contract is to uphold the reliability and efficiency of the DEPARTMENT's Heidelberg printing equipment, thus ensuring uninterrupted production and the highest standards of print quality. The Service Provider pledges to deliver prompt and effective maintenance and support services in alignment with these objectives.

8. Duration and Review

This contract will commence on [Start Date] and remain in effect until [End Date], subject to evaluation and potential renewal based on performance and the evolving needs of the DEPARTMENT.

9. Acceptance

The acceptance of this scope of services by both parties will constitute an agreement to the stipulated terms and conditions. Both parties are committed to fulfilling their respective responsibilities to the fullest extent, in pursuit of a productive and efficient partnership

Yoseph Maul

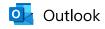
Manager, Graphics and Reproduction Center

City of Chicago

Department of Fleet & Facility Management

Bureau of Asset Management

OS PH MAUL



RE: CITY OF CHICAGO TERMS AND CONDITIONS

From Fishman, Jacqueline < Jacqueline. Fishman@heidelberg.com>

Date Thu 12/26/2024 10:58 AM

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

Cc Joseph Maul < Joseph. Maul@cityofchicago.org >; Victoria Santiago in Santiago@cityofchicago.org >

[Warning: External email]

Hi Sandra,

I hereby acknowledge receipt of your general terms and conditions.

Best regards,

Jackie Fishman
Order Fulfillment Specialist
Operations Department

Heidelberg USA

1000 Gutenberg Drive Kennesaw, GA 30144 Phone: 770-794-6242 Fax: 770-615-1621

e-mail: jacqueline.fishman@heidelberg.com

www.heidelberg.com/us

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

Sent: Thursday, December 26, 2024 11:22 AM

To: Fishman, Jacqueline OM-SC-OP-AM < Jacqueline. Fishman@heidelberg.com>

Cc: Joseph Maul < Joseph. Maul@cityofchicago.org>; Victoria Santiago < Victoria. Santiago@cityofchicago.org>

Subject: CITY OF CHICAGO TERMS AND CONDITIONS

EXTERNAL SENDER: Be cautious with links and attachments!

Good morning,

I hope you had a wonderful Christmas! I am working on processing the NCRB application, 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 hesitate to reach out if you have any questions.

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

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.

Confidentiality note:

The information in this email and any attachment may contain confidential and proprietary information of Heidelberger Druckmaschinen AG and/or its affiliates and may be privileged or otherwise protected from disclosure. If you are not the intended recipient, you are hereby notified that any review, reliance or distribution by others or forwarding without express permission is strictly prohibited and may cause liability. In case you have received this message due to an error in transmission, we kindly ask you to notify the sender immediately and to delete this email and any attachment from your system.



Corporate

Heidelberg USA, Inc. 1000 Gutenberg Drive Kennesaw, GA 30144

Phone (770) 419-6500 Fax (770) 419-6912

April 7, 2025

Joseph Maul Manager of Graphics and Reproduction Center City of Chicago 2 N LaSalle Chicago, IL 60602

Re: Only Factory Authorized Provider for Sale of New Equipment and Parts and Service

Dear Mr. Maul,

Heidelberg USA, Inc. is the only factory authorized provider in the United States of a new Heidelberg SX 52-4 printing press. Heidelberg USA, Inc. is also the only factory authorized provider of parts and service for this equipment.

Heidelberg maintains decades of experience in security printing. This experience has developed on the following models, the GTO, SM 52 PM 52, PM 74 SM 74, SX52, Speedmaster, CD 102, CX 102, XL 75 and XL 106. To date we have over eighty security printers and government agencies around the world who rely on our proven technology to meet their security printing needs.

Heidelberg is the world leader in Sheetfed Press Sales with 44% market share worldwide and over 50% market share in the USA, but additionally we are a leader in Secure Identification printing on multiple press platforms.

Heidelberg USA has over 300 factory trained field service personnel. 54 of those technicians are located in the Central Region responsible for Chicago. Additionally, Heidelberg has over 150 back-office service technicians and engineers available from 8:00AM to 8:00PM in Kennesaw, GA.

All Heidelberg factory trained field technicians participate in a continual professional and technical training program on an annual basis. Heidelberg US and Heidelberg Druckmaschinen AG, including most global subsidiaries, have several experts in the SID technology and provides specialized training for technicians worldwide.

Heidelberg SystemService: The claim of "Best Technology and Equipment" can only happen when it's supported by a highly skilled staff of service engineers. When a technical problem does occur, help is only a phone call, email, or remote login away. Heidelberg provides service and support that goes beyond any other provider by providing expert technical assistance and support to maintain and resolve issues quickly.



A demanding market deserves no less than a dedicated service staff and Heidelberg has the densest service network within the print media industry. Our technicians serve twenty-thousand customers in over one hundred seventy countries and are never more than a phone call away. Our North American parts coordination is centrally located and maintains a 97% fill rate carrying millions of dollars in spare parts. It is tied to logistics centers around the globe so that parts are shipped and delivered within 24 hours when needed. Additionally, our Web-based remote service and E-call services can often fix problems or reduce downtime with a simple click of a button or phone call.

Heidelberg is a world-leading commercial printing manufacturer based in Atlanta, Georgia with customers located throughout the United States. We have dedicated riggers and freight movers who have experience in the printing industry. For parts and small equipment, Heidelberg contracts with FedEx.

Therefore, we are requesting this contract be "No Stated Goals" as there are no MBE/WBE opportunities.

Sincerely,

William Murphy

William Marphy

Vice President, Operations and Remarketed Equipment (770) 419-6613

bill.murphy@heidelberg.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER	CONTACT NAME:				
Johnson, Kendall & Johnson, Inc. 109 Pheasant Run		(215) 968-0973			
Newtown, PA 18940	E-MAIL ADDRESS: info@jkj.com				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: HDI Global Insurance Company	41343			
INSURED	INSURER B: Travelers Property Casualty Company of Ar	merica 25674			
Heidelberg USA, Inc.	INSURER C: Travelers Indemnity Company of CT				
1000 Gutenberg Drive	INSURER D:				
Kennesaw, GA 30144	INSURER E:				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	XCLUSIONS AND CONDITIONS OF SUCH I							
INSR LTR		ADDL SUE	BR POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY			\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	,,	EACH OCCURRENCE	\$	2,000,000
	CLAIMS-MADE X OCCUR		GLD1157515	4/1/2025	4/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
						MED EXP (Any one person)	\$	50,000
						PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	5,000,000
	X POLICY PRO-					PRODUCTS - COMP/OP AGG	\$	5,000,000
	OTHER:						\$	
В	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X ANY AUTO		TC2JCAP-1R569707-TIL-25	4/1/2025	4/1/2026	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							\$	
Α	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	1,000,000
	EXCESS LIAB CLAIMS-MADE		CUD1157615	4/1/2025	4/1/2026	AGGREGATE	\$	1,000,000
	DED X RETENTION \$ 10,000						\$	
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A	UB-2T381095-25-51-K	4/1/2025	4/1/2026	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
			<u> </u>					

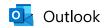
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION

City of Chicago Department of Fleet and Facility Management Contracts Administrator 2 North LaSalle St. Chicago, IL 60602 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bu When



FW: Approved-Maintenance and Support of Heidelberg Printing Equipment Program

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

Date Thu 2/20/2025 1:15 PM

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

Cc Justyna Czekalska < Justyna. Czekalska@cityofchicago.org>

3 attachments (771 KB)

DFFM 038 WORK SERVICES.docx; _2) Exhibit122123 DoL_myCOI next steps.docx; _1) myCOI vendor requirement TMPLT 010524.docx;

Sandra,

Hello, thanks for the inquiry. You are correct in that Stephanie did receive the Approved insurance requirements for this submission last year. I did review the previous insurance requirements, and they are still good to use for 2025.

If you have any additional questions or concerns, feel free to contact me. Thanks!

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

From: Michael Hooks

Sent: Wednesday, August 14, 2024 4:28 PM

To: Stephanie Quintana < Stephanie.Quintana@cityofchicago.org>

Subject: Approved-Maintenance and Support of Heidelberg Printing Equipment Program

Stephanie,

Hello, how are you? I wanted to provide you with the APPROVED Insurance Requirements for Maintenance and Support of Heidelberg Printing Equipment Program. (2FM-038).

In response to your request for insurance requirements, the following is attached:

• **Insurance Requirements Language Insert**: standardized language necessary for all contractual documents to ensure compliance and proper risk mitigation. This will encompass all necessary clauses and coverage levels pertinent to city operations and the specific nature of the project.

• **Insurance Set Identifier Code**: Each set of insurance requirements includes a unique identifier code. This will facilitate easy tracking, referencing, and verification processes, ensuring that all parties are aligned, and the correct coverages are verified throughout the vendor agreement lifecycle.

2FM-038. Work Service/Facilities Maintenance.

- myCOI Language Template Insert: We will provide a template specifically designed for myCOI vendor usage. Unless instructed otherwise, all active and future vendors must utilize myCOI.
- Exhibit122123- Registration and Submittal of Certificate of Insurance through myCOI

Thank you for your patience.

Respectfully,

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

DEPT OF FLEET AND FACILITY MANAGEMENT

DFFM-038-WORK SERVICES / FACILITIES MAINT.

June 26, 2024

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 \$1,000,000 per occurrence and \$2,000,000 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 \$2,000,000 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.

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.

5) 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.

6) 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.

7) Garage Liability (when applicable)

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.

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.

9) Builders Risk (when applicable)

When Contractor undertakes any construction, including improvements, betterments, and/or repairs to real property, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

10) Miscellaneous Medical Professional Liability (when applicable)

When applicable, Miscellaneous Medical Professional Liability Insurance must be maintained or cause to be maintained, covering acts, errors, or omissions related to the supplying of or failure to supply medical services or health care services by paramedics with limits of not less than \$5,000,00 per claim. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of medical services under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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. 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. 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.

No Limitation as to Contractor's Liabilities. 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.

<u>Insurance and Limits Maintained</u>. 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.

<u>City's Right to Modify</u>. 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.



Corporate

Heidelberg USA, Inc. 1000 Gutenberg Drive Kennesaw, GA 30144

Phone (770) 419-6500 Fax (770) 419-6912

May 29, 2025

Ms. Sandra Foston
Department of Fleet and Facility Management
Contracts Administrator
2 North LaSalle St.
Chicago, IL 60602

Re: Repair Service Rates

Dear Ms. Foston,

Please find attached our latest service rates.

Heidelberg USA, Inc. is the only factory authorized provider in the United States of new Heidelberg printing presses. Heidelberg USA, Inc. is also the only factory authorized provider of parts and service for this equipment.

Heidelberg maintains decades of experience in security printing. This experience has developed on the following models, the GTO, SM 52 PM 52, PM 74 SM 74, SX52, Speedmaster, CD 102, CX 102, XL 75 and XL 106. To date we have over eighty security printers and government agencies around the world who rely on our proven technology to meet their security printing needs.

Heidelberg USA has over 300 factory trained field service personnel. 54 of those technicians are located in the Central Region responsible for Chicago. Additionally, Heidelberg has over 150 back-office service technicians and engineers available from 8:00AM to 8:00PM in Kennesaw, GA.

All Heidelberg factory trained field technicians participate in a continual professional and technical training program on an annual basis. Heidelberg US and Heidelberg Druckmaschinen AG, including most global subsidiaries, have several experts in the SID technology and provides specialized training for technicians worldwide.

Thank you for allowing Heidelberg USA, Inc. the opportunity to be of service to your organization.

Sincerely,

William Marphy

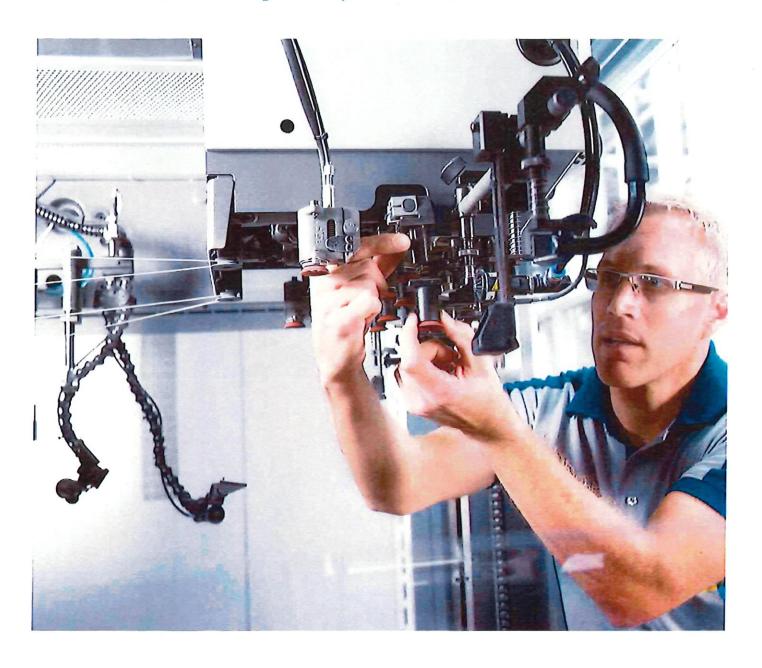
William Murphy
Vice President, Operations and Remarketed Equipment
(770) 419-6613
bill.murphy@heidelberg.com

HEIDELBERG

Standard Repair Service Rates and Policies.

5/19/2025

Effective April 1, 2025.



Standard Repair Service. Rates and Policies.

For regular repair service calls, charges for labor, travel, per diem and lodging expenses (where applicable) are conducted at the following rates in the continental US.

Standard Repair Service Rates for Press Products.

Product Category	Products Included	Rate		
Press	All Sheetfed Models, Web Carton Converting	\$230 per hour		

Standard Repair Service Rates for Prepress Products.

Product Category Products Included		Rate
Hardware and Software	CtP, Processors, Prinect, Digital, Gallus One	\$242 per hour

Standard Repair Service Rates for Gallus Products.

Product Category	Products Included	Rate		
Gallus	All Models – excluding Gallus One	\$188 per hour		

Standard Repair Service Rates for Postpress Products.

Product Category	Products Included	Rate
Tier 1	POLAR Stand Alone Peripherals: Jogger, Transomat, Lift, Scale, Dorner Conveyors, Pile Turner, POLAR Small Format Cutters: 56, 66, 80, 78, 92, D115, BC 330 Folders: Quickfolder, Easyfolder, 714, USA B12, 14, 17, 18, 20, 23, USA B24, 26, 30, Stahl T, TC, TF, K, KB, Stahl TI, TD, KD, BH, PS, MKE, VFZ Deliveries: SAK, STA, SB, SBP, SKP, VSA Other: ST 90, Macy (Omega), Sherldan, Sulby, Quickbinder, Stitchexpert, Bindexpert	\$188 per hour
Tier 2	POLAR Large Format Culters: 115, 137, 155, 176 POLAR Systems & Components: PACE, Autocut, System6, DCM, DC11, SC 10/25, STR, Pressing Station, BM Banders, Compucut Folders: TH, KH, THP, KHP, TX, Mailing Tables, Thread Sealing Deliverles: Speedbander, palamides, TSH, Rima Stackers Folder/Gluers: ECO 80, 105, Easygluer, Diana 70, 85, 90, 104, 105, 115, Diana 45, 74, 94, 114, 125, Diana X80, X115, X135, Diana Smart 55, 80, 115, Diana Easy 85, 115, Jagfeed, Japack 40, Japack Pro, Diana Feeder, Diana Packer, Tuenkers Die Culters: Dymatrix, Varimatrix, Essymatrix, Promatrix, Powermatrix, Duofress	\$198 per hour



Hourly Rate

Hourly rates are per technician, during regular working hours; 7:00 a.m. to 4:30 p.m., Monday through Friday, with one half-hour for lunch.

Overtime

For work performed between 4:30 p.m. and 6:00 p.m. Monday through Friday or from 7:00 a.m. through 4:30 p.m. Saturday, one and one-quarter times the hourly rate will be charged.

For work performed after 6:00 p.m. Monday through Friday and after 4:30 p.m. on Saturday, one and one-half

times the hourly rate will be charged. Work performed anytime on Sunday or holidays is charged at double the hourly rate.

Travel Time Overtime

Same as Overtime (above), but applicable to travel time.

Press and Postpress Travel Charges

You are charged a \$140 per hour rate per man for time consumed traveling to and from your plant. Car mileage is charged at \$0.62 per mile to and from your plant.

Round trip train, bus, or plane fares are charged at our actual costs, if necessary. You will be charged for all parking and toll costs.

Prepress Travel Charges

You are charged a \$189 per hour rate per man for time consumed traveling to and from your plant. Car mileage is charged at \$0.62 per mile to and from your plant. Round trip train, bus or plane fares are charged at our actual costs, if necessary. You will be charged for all parking and toll costs.

Lodging Expenses

If it is necessary for the Service Representative to stayaway from home overnight, you are billed \$61.00 plus actual hotel cost per day and \$61.00 on the day of return to cover his lodging and meals.

Equipment Under Warranty

If you request service before 7:00 a.m. or after 6:00 p.m. local time during the week, or anytime on weekends or holidays, you will be charged straight time at current straight time rates. Service during these hours is subject to availability.

Insurance

Our Service Representatives are covered under workman's compensation insurance while working in your plant.

Call Us Anytime

Our toll-free number +1 (800) 437-7388 is the place to turn during weekday working hours. Just follow the prompts to reach one of our online Service Coordinators, who is equipped to assess your situation and schedule on-site assistance. We have HEIDELBERG Systemservice® experts strategically based across the nation to assist you within 24 hours.

After Hours - Phone Support

The line is staffed most of the evening by technicians trained to troubleshoot your press and prepress emergencies over the phone. Later at night, your problem will be documented and electronically dispatched to our regional service team for action first thing in the morning. We are available on weekends and holldays too.

24/7 Parts

The face of your watch is the place to see our schedule, We are open 24 hours a day, seven days a week. Just call the toll free number and select prompt '1.'

With a state-of-the-industry spares inventory centrally located in our Americas Logistics Center in Indianapolis, we'll get you the parts you need the very next day in most cases; and using "next available flight" services, parts can even be delivered the same day.

For more information, scan the QR code with your smart device.



Two Year Parts Warranty

HEIDELBERG® will warranty any HEIDELBERG Original Spare Mechanical Part for a period of two years and any electrical part for a period of one year provided:

- · The part was installed and invoiced by HEIDELBERG
- Parts were not replaced under warranty, service contract or any other free service
- Replacement parts were replaced by a HEIDELBERG Systemservice technician
- Customer is responsible for labor, travel and expenses to replace the part

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, HEIDELBERG MAKES NO REPRESENTATIONS AND GRANTS. NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND HEIDELBERG SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, IN NO EVENT SHALL HEIDELBERG BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HEIDELBERG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Service Agreements

A full range of Service Agreements are available for Prepress, Press, and Postpress equipment including Expert Phone Support to protect your equipment investment. For more information call +1 (800) 437-7388 and select prompt '6' to speak with a Direct Marketing Representative.

How You Can Save Time And Money

The following procedures are suggested and recommended to help you save time and money in connection with all of your service requirements:

- Always give us the serial numbers of your equipment, the printing units and the impression count for presses.
- Explain the problem to us. This will help determine whether
 parts are needed in addition to service. It often happens that
 by knowing the whole problem, we can explain to you how
 you can make the proper adjustments or install the parts,
 whichever is necessary, and save you service charges.

Publishing information Heidelberg USA, Inc. 1000 Gutenberg Drive Kennesaw, GA 30144 Phone +1 (800) 437-7388 info@heidelberg.com Further details at heidelberg.com/us

Trademarks

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Liability for contents

The contents of this brochure have been prepared with great care. No warranty or liability is accepted for the correctness, completeness, or accuracy of the information. There is no guarantee or warranty that the customer will be able to achieve the values and numbers (e.g. relating to the function and performance of the machine and the software) specified in the brochure. The information provided is based on ideal conditions and proper use of the machine and the software. Achieving these values and numbers depends on a variety of factors and circumstances that are outside the control of HEIDELBERG (e.g. machine settings, technical conditions, ambient conditions, raw materials and supplies used, consumables used, standard of care and maintenance of the machine, expertise of the operator, meeting the respective system requirements, etc.).

Version Mar 2025





CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 214273 Date of This Filing:05/29/2025 09:44 AM Certificate Printed on: 05/29/2025 O9:44 AM Original Filing Date:05/29/2025 09:44 AM

Disclosing Party: Heidelberg USA, Inc

Title:Order Fulfillment Specialist

Filed by: Jacqueline Fishman

Matter: Service for printing press Applicant: Heidelberg USA, Inc

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.