

Description:

The Magnificent Mile Association and North Michigan Avenue SSA 76 are seeking proposals for a private security service to operate on Michigan Avenue. Successful bids will provide staffing and schedule recommendations based on a total budget amount of \$350,000. Please provide costs for private security service five days a week and seven days a week, based on the following assumptions:

1. Daytime armed foot patrols, 4 sworn officers, 4pm to 10pm
2. Overnight unarmed patrol cars, 11pm to 7am

Scope of Work:

- Period of Service: April 1, 2024 – December 31, 2024.
- Types of Services: Daytime and/or afternoon armed foot patrols (sworn officers preferred) and overnight (11pm to 7am) unarmed car patrols (trained security professionals).
- Boundaries of Service: The service area demonstrated in the attached map below (*Appendix 1*) on Michigan Avenue from the north branch of the Chicago River to Oak Street.
- Daily incident reporting is required, as are weekly and monthly cumulative reports. GPS or tracking of cars is required.

Budget: \$350,000

Qualifications:

- Compliance with all federal, state, and city ordinances that apply in performing services,
- Certified by the State of Illinois,
- Adherence with the Security Firm Insurance Provisions included in the attached document of Exhibit 4 Insurance for Security Firm (*Appendix 3*),
- Demonstrated high level of ethics and professionalism,
- Previous experience in sensitivity training and de-escalation techniques.
- Firm cannot be owned or controlled by a City of Chicago employee.

Services Requested:

- Recommend a weekly schedule of service,
- Provide uniformed security services per agreed schedule,
- Provide both unarmed guards and armed guards/off-duty police officers as well as vehicles for use by the officers to patrol the service area,
- Attend any commission meeting and court-related activities if required,

- Have radio communication among officers/security personnel as well as their office base,
- Provide weekly updates (*via email*) to the Association regarding patrol and any suspicious activities occurring around the service area,
- Establish regular contact with all business owners in the service area,
- Establish regular contact with the district's police department,
- Facilitate pedestrian traffic and address public nuisances.

Application Requirements:

- Action plan detailing recommended service schedule for five days a week and seven days a week. Include all equipment and vehicles to be used.
- Proof of Certification and additional training.
- Proof of Insurance.
- Cost proposal for required services:
 - Breakdown of the costs per type of service/ officers provided
 - Cost of additional hours of service outside the agreement
 - Proposed payment schedule
- Three References.
- One-Year Renewal Price Option.

The Magnificent Mile Association reserves the right to modify the services in the awarded contract by adding, revising, or removing services, as needed, with agreed-upon notice.

Application Deadline: Monday, February 12, 2024, at 5pm Central Time

Please submit proposal and materials electronically via email to:

Kimberly Bares, President and CEO

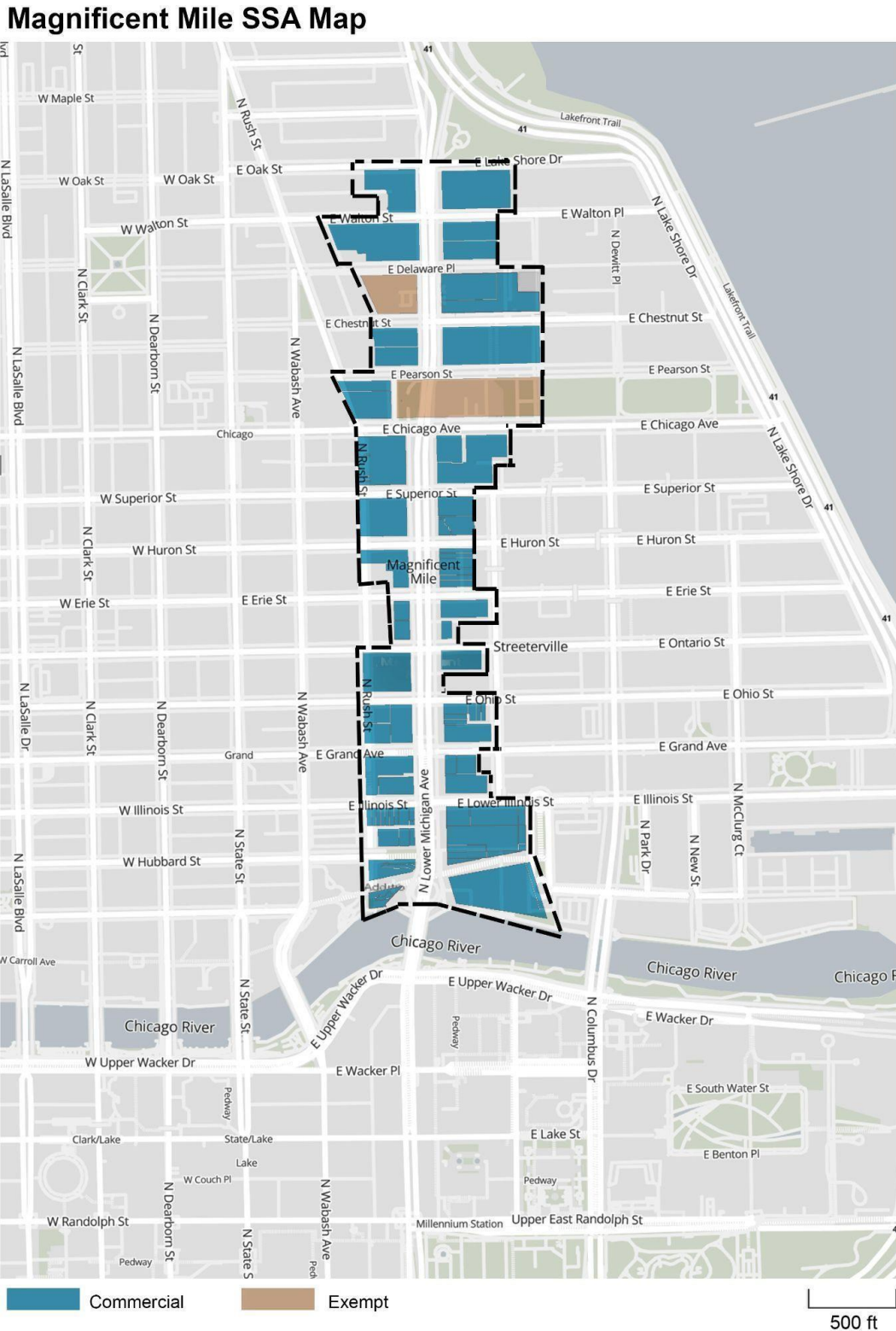
kbares@themagnificentmile.com

The Magnificent Mile Association

625 N Michigan Avenue, Suite 600, Chicago, IL 60611

O: 312-264-5455

Appendix 1: Map of service area boundaries



Appendix 3: "Exhibit 4" Insurance for Security Firm

Exhibit 4
Security Firm Insurance Requirements
Department of Planning & Development
Special Service Areas

A. Insurance Required

Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm 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 Contract.

- 1) **Workers Compensation and Employers Liability (Primary and Umbrella)**
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers 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.

Security Firm 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 (Primary and Umbrella)**
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, extended bodily injury, assault and battery when using physical force to protect persons or property, false or wrongful arrest, detention or imprisonment, medical payments, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

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

Security Firm 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 (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, the Security Firm must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The City and Contractor are to be added as additional insureds on a primary, non-contributory basis.

Security Firm 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) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$1,000,000 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 right of contribution by any other insurance or self-insurance maintained by or available to the City and Contractor.

Security Firm may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Professional Liability

When any Security Officers or other security professionals perform work, services, or operations in connection with the Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability for liability of others including the SSA and the City of Chicago assumed under any written contract or agreement for breach of professional services or duty caused by or on behalf of the Security Firm. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. 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. Security Firm must furnish the Contractor and the City of Chicago Department of Planning and Development (DPD), City Hall Room 1000, 121 North LaSalle Street 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or

renewal date occurring during the term of this Contract. Security Firm must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the Contractor to obtain, nor the Contractor's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Security Firm, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the Contractor of any of the required insurance provisions. Security Firm must advise all insurers of the Contract provisions regarding insurance. The Contractor in no way warrants that the insurance required herein is sufficient to protect Security Firm for liabilities which may arise from or relate to the Contract. The Contractor reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

Notice of Material Change, Cancellation or Non-Renewal. Security Firm must provide for sixty (60) days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Security Firm.

Waiver of Subrogation. Security Firm hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago under all required insurance herein for any loss arising from or relating to this Contract. Security Firm agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Contractor or the City of Chicago received a waiver of subrogation endorsement for Security Firm's insurer(s).

Contractor's Insurance Primary. All insurance required of Security Firm under this Contract shall be endorsed to state that Security Firm's insurance policy is primary and not contributory with any insurance carrier by the Contractor or the City of Chicago.

No Limitation as to Security Firm's Liabilities. The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.