



WEST HUMBOLDT PARK
Get in your starting block

RFP for Private Security Services for West Humboldt Park SSA #63

The West Humboldt Park Development Council, Service Provider for SSA #63 is issuing this RFP to secure a contractor for the provision of Security Services for SSA #63 commercial corridor area along Chicago Ave. (Chicago Ave. on the north and south side of street from Albany on the east to Karlov on the west).

Submission of Proposals

Proposals are due no later than **5:00 pm MONDAY, NOVEMBER 10, 2014** to:

Tom Otto, SSA #63 Program Manager
West Humboldt Park Development Council
3620 W Chicago Ave, Chicago, IL 60651
tom@whpdevelopmentcouncil.net

Questions: Tom Otto (773) 342-0036.

Contract Term

Contractor shall provide uniformed security services in and around SSA #63 for **32 hrs per week** per agreed schedule. The boundaries of SSA District #63 are shown and described in the attached maps and reference information. Services will be provided during a **12-month** contract to begin **January 1, 2015 and terminate December 31, 2015**. Contract may be terminated for convenience by either party with thirty (30) days written notice.

Basic Requirements / Scope of Services

1. Contractor will comply with all applicable federal, state, and city ordinances in performing services required under this proposal.
2. Contractor is to be in compliance with ALL City of Chicago requirements for subcontractors including certificates, business licenses and insurance (See exhibit 1).
3. Contractor will provide letters of reference from businesses and/or the community as a part of the response to this proposal.
4. Contractor must have previous SSA experience.

Security Activities / Scope of Services

5. Contractor shall provide uniformed security services in and around SSA #63 for **32 hrs per week** per agreed schedule.
6. Contractor shall submit cost proposal for both unarmed guards and armed guards/off-duty police officers.
7. Contractor is to interface with the 11th District police and attend CAPS/ Beat meetings overlapping the SSA #63 area.
8. Contractor must be prepared and be in attendance for any court related activities.
9. Contractor via its officers is to have regular contact with each and every business in the SSA #63 area.
10. Contractor must provide weekly patrol updates to the Service Provider. These reports should include at a minimum, the name of businesses visited, contact person and telephone number, date and time of the visit, any criminal activity, police response and any follow up which occurred. The officers should note and report anything which could be a concern in the area (e.g. broken street lights, drug activity, negative loitering, abandoned cars, commercial

vacancies, unsecured buildings, fly dumping.) Each report must have a space for business representatives to sign their name.

11. Contractor will provide officers, who will be armed and empowered to affect an arrest as needed. Each officer will have radio communication with each other as well as their office base.
12. Contractor will provide identifiable uniforms (jackets and shirts) for the officers. Jackets and shirts will have the lettering of the SSA #63 Security embossed on them. These uniforms are to be clean and professional in appearance. (e.g. Khaki pants, polo shirt, black gym shoes would be considered acceptable.)
13. Contractor will provide an insured vehicle with one million dollars in coverage (per city of Chicago requirements) for use by the officers to patrol of the map area. This vehicle is to be clearly marked on both sides identifying it as the security patrol vehicle for the SSA #63.
14. See ordinances excerpts Exhibit 1
15. Holidays: If a Major/Federal Holiday (Memorial Day, July 4th, Labor Day, Thanksgiving, or Christmas) occurs during the scheduled work period, Security Services (are / are not) to be provided.

Instructions to Bidders

Please submit a proposal by **MONDAY, NOVEMBER 10, 2014 at 5pm**. Proposals should include:

1. Company history/profile
2. Management Approach
3. Personnel Selection & Training Process
4. Quality Management Program (monitoring & quality control)
5. Proposal with Scope of Services and Cost (with all related fees included; for both unarmed & armed guards)
6. Proof of capacity to complete job
 - a. Equipment available
 - b. Manpower – number of employees and schedule
7. Certificate of Liability Insurance
8. Licensing & Certification (proof of license and bonding with the City of Chicago; company certification by State of Illinois; employees licensed by State of Illinois)
9. Any additional value-added features your firm offers
10. Company must submit Economic Disclosure Statement to the City of Chicago
11. List of references with contact information

Late submissions will not be accepted. The attached rider is for your reference only, so that you are aware of our terms; you do not need to submit it with your proposal. If you are submitting your proposal electronically please submit one (1) PDF file of entire proposal. If you have questions, please call Tom at (773) 342-0036 ext 23 or email at the address below.

Proposals should be sent to:

tom@whpdevelopmentcouncil.net

(email is preferred; submit one (1) PDF file of entire proposal)

Or

Tom Otto
Program Manager SSA #63
West Humboldt Park Development Council
3620 W Chicago Ave
Chicago, IL 60651

EXHIBIT 1

Referenced from the City Ordinances
Security Firm Insurance Provisions

Contract Insurance Requirements

The 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 additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella) Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insured, defense, and contractual liability (with no limitation endorsement). The SSAC, the City of Chicago and the Contractor are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The SSAC, the City of Chicago and the Contractor are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

4) Professional Liability

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than \$1,000,000. Coverage must include contractual liability. 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

The Security Firm must furnish the Contractor original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Security Firm must submit evidence of insurance prior to Contract award. 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 Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein.

Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated. The insurance must provide for 60 days prior written notice to be given

to the Contractor in the event coverage is substantially changed, canceled, or non-renewed. Any deductibles or self insured retentions on referenced insurance coverages must be borne by Security Firm. Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives. 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. Any insurance or self insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or a limited liability company the insurance policies must name the joint venture or limited liability company as a named insured. The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract. If Security Firm or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. The City of Chicago Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

These are referenced from the City Ordinances

Section 3.04 Nondiscrimination

Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin: or (2) limiting, segregating or classifying contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq.(1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No11246,30 Fed. Reg. 12,319 (1865), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No.11375, 32Fed.Reg..14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978)"Age discrimination Act, 42 U.S.C. 6101-6106 (1981); Age discrimination in employment Act, 29 U.S.C. 621-3; Rehabilitation Act of 1973, 29 U.S.C. 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. 1201 et seq.; 42 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provide under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable statutes, regulations and other laws.

City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provide under this Agreement must comply with, the Chicago Human Rights Ordinance, ch.2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

The Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or may provide any such materials, labor or services in connection with this Agreement. Further such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

Section 6.01- Warranties and Representations ARTICLE 6 SPECIAL CONDITIONS

In connection with the execution of this Agreement, the Contractor warrants and represents:

- A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and,
- C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and
- D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILLS 5/33E-1 et se q. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and
- E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and
- F. That, except only for those representations, statements, or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City. The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

Section 6.06

Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago. It is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either

orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by an elected official with respect to this agreement is grounds for termination of this agreement

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2006, the Base Wage is \$10.00, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

Section 8.13

Sub-contractor agrees that, any person or entity who directly or indirectly has an ownership or beneficial interest in Sub- Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons

and entities are together, the ("Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

SSA #63 Contract Rider (SAMPLE)

1. All contracts are made with the West Humboldt Park Development Council. Project management will be the responsibility of SSA #63 staff. All invoices and inquiries shall be directed to SSA #63 staff.

2. SSA #63 reserves the right to pay invoices upon satisfactory inspection of work completed. Inspection of work will take place within 5 business days of receipt of invoice. If work is not deemed satisfactory, contractor will address issues identified by SSA #63 staff and/or Commission, and will receive payment upon satisfactory inspection of work completed.

3. Proof of proper insurance certificate and additional insured must be submitted before any contract will be fully executed. West Humboldt Park Development Council and SSA #63 shall be named as "additional insured".

Please sign below to acknowledge acceptance of the terms of this rider.

West Humboldt Park Development Council

Name

Name

Title

Title

Signature

Signature

Date

Date

SSA #63 Boundary Map

