



VILLAGE OF OAK PARK, ILLINOIS

REQUEST FOR QUALIFICATIONS: BAILIFF (HEARING ROOM SECURITY OFFICER)

Date Issued: January 3, 2020

I. REQUEST FOR QUALIFICATIONS

The Village of Oak Park, Illinois ("Village") is requesting qualifications from experienced individuals with the ability to provide bailiff (hearing room security) services pursuant to a Professional Services Agreement with the Village. The services will primarily relate to security before, during and after adjudication hearings involving parking citation and code violations. ***Qualified applicants are invited to submit a cover letter, a detailed resume, and the contact information including the names and telephone numbers of work-related references. Preference will be given to former law enforcement officers.***

Deadline: January 17, 2020, 5:00pm CST

QUALIFICATIONS shall be sent to:

Robert H. Anderson
Director of Adjudication
Village of Oak Park
Village Hall
123 Madison Street
Oak Park, IL 60302
(Fax) 708-358-5120
randerson@oak-park.us

Monday – Friday
8:30am to 5:00pm

All qualifications must be clearly marked "RFQ – Bailiff Services."

The Village reserves the right to accept or reject any and all submissions or to waive technicalities. Information concerning this request for qualifications is available from Robert H. Anderson, Director of Adjudication, 123 W. Madison, Oak Park, Illinois 60302. Robert H. Anderson can be reached by telephone at the following number, (708) 358-5632, or via e-mail at randerson@oak-park.us. After reviewing the qualifications, the Village shall select candidates to be interviewed.

II. BACKGROUND INFORMATION

The Village of Oak Park is a home rule municipal corporation located in Cook County, Illinois. Oak Park is a thriving, transit-oriented community of about 52,000 located adjacent to the western part of the City of Chicago. The Village has been fully developed for more than 85 years and is known for its outstanding

neighborhoods, architectural heritage and innovative public policy initiatives. Within its 4.5 square miles live one of the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes.

The Village provides a full range of municipal services including fire protection, ambulance, police, highway and street maintenance, building code enforcement, public improvements, economic development, planning, zoning, transportation, water and sewer services and general administrative services.

The Village operates under the village manager form of government. An elected legislative board consisting of a mayor/president and six trustees set policy and a professional manager oversees the day-to-day administration of government. Village services and programs are delivered by more than 300 employees.

Parking is a scarce commodity in the Village that serves as the situs for more than 25,000 vehicles. As a result, the Village has developed a sophisticated parking citation process to handle the approximately 4,500 citations that are issued each month. The Village currently utilizes an internally maintained database to manage parking citations and the issuance of notices. Citations are issued manually by Police and electronically via a handheld computerized device by Parking Enforcement. The Adjudication, Finance, IT, and Police Departments and the Parking Services Division work collaboratively to maintain the integrity of the database and the process.

The term of engagement for bailiff services will be for a one (1) year period. The Village may extend the contract for additional years, but only if agreed in writing. The Village reserves the right to accept or reject any and all Qualifications or waive technicalities.

III. AWARD OF CONTRACT

A. Contract Term

The Village anticipates awarding an initial minimum contract for one (1) year, after which the Village will have the right to renew for an additional one (1) year period of time. The annual contract term shall be from February 1 through January 31.

B. Authorization

The agreement with a selected service provider must be reviewed and approved by the Village Attorney, approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The service provider is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void. The agreement shall be in substantially the form of the Professional Services Agreement attached hereto.

C. Payments

All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

D. Rate of Pay and Hours

The rate of pay for the position will be \$25.60 per hour. This is a contractor position and no withholding will be taken from the pay. A 1099 will issue. The selected bailiff will work 7.5 hours on Tuesdays starting at 8:00am. Once a month, the bailiff will work an approximately 11 to 12 hour day to accommodate night hearings. In addition, the bailiff may be occasionally asked to cover Thursday hearings in the absence of the other bailiff.

E. Termination for Non-appropriation of Funds

The Village reserves the right to terminate any multiyear agreement if the Village’s Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to Village appropriation for this purpose.

F. Confidentiality

The service provider shall keep all data and applicable documents confidential in compliance with all applicable federal, state and local laws. The provider may be required to undergo Criminal Justice Information Services (“CJIS”) training or other similar training.

G. Subcontracting

The service provider shall not assign or subcontract any portion of the services to be provided without the written approval of the Village. In the event of a merger of a service provider with another firm, this contract will be transferable to the successor firm only upon the approval of the Village President and Board of Trustees.

H. Background Check

At the Village’s sole discretion, the Village may conduct a criminal background check which may include fingerprinting and a reference check of the Contractor at the Village’s sole cost and expense. The Village reserves the right to terminate this Agreement based upon any negative findings contained in the background check as determined by the Village during the term of this Agreement.

IV. Scope of Services

A selected bailiff shall:

- Serve as a hearing room security officer.
- Set up the hearing room prior to the hearing.
- Break down the hearing room after hearing.
- Check in individuals contesting citations and maintain a log
- Maintain order prior, during and after hearings.
- Communicate with the Police Department when required.
- Assist with some customer service duties.
- Have a customer service friendly demeanor.
- Perform some filing.
- Have the ability to use standard office equipment such as a computer, phone and copier.

V. Village Provisions

The Village will provide a selected bailiff with the following:

- Copies of, or full access to, all pertinent policies, rules and regulations applicable to serving as a bailiff.
- Appropriate equipment and supplies to facilitate the efficient performance of bailiff duties.
- Training to serve as a bailiff for the Village as appropriate.

AGREEMENT FOR BAILIFF SERVICES

THIS AGREEMENT is entered into this 1st day of February, 2020, between the Village of Oak Park, Illinois (“VILLAGE”), an Illinois home rule Municipal Corporation, and _____ (“CONTRACTOR”).

RECITALS

WHEREAS, the VILLAGE seeks to provide a secure and safe environment for the conduct of administrative adjudication hearings and the VILLAGE seeks the services of a person to perform bailiff services for administrative adjudication hearings; and

WHEREAS, the volume of administrative adjudication cases does not require the employment of a full-time person to conduct bailiff services, and therefore, the VILLAGE seeks the services of a person on a part-time basis; and

WHEREAS, the VILLAGE has determined that the CONTRACTOR has the education and training to perform bailiff services; and

WHEREAS, the CONTRACTOR is ready and willing to perform bailiff services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. General Scope of Work and Duties.

A. The CONTRACTOR shall perform the services set forth in this Agreement on an as-needed basis to be determined by the VILLAGE’s Director of Adjudication (“Director”).

B. The CONTRACTOR shall perform the following services:

1. Provide security for the courtroom, administrative law judge, VILLAGE staff and those persons in attendance;
2. At the direction of the administrative law judge, notify persons in attendance at adjudication hearings when they may approach the bench to plead their case;
3. Assist in the administration of court functions as directed by the administrative law judge and VILLAGE staff; and

4. Perform all other duties relating to the efficient conduct of administrative adjudication hearings.

C. The CONTRACTOR shall not exceed six hundred (600) paid hours during the term of this Agreement.

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D. The CONTRACTOR shall immediately notify the Director of any and all bailiff, security or other similar type services contemplated to be provided by the CONTRACTOR to other governmental entities. The Director shall determine in the DIRECTOR's sole discretion whether the provision of such services by the ALJ interferes with the ALJ's duties to be provided pursuant to this Agreement and whether further action is appropriate, up to and including termination of this Agreement.

E. Subject to the provisions of this Agreement, the CONTRACTOR may fulfill other employment commitments so long as such commitments do not interfere with the CONTRACTOR's duties pursuant to this Agreement. The Director has the sole authority to determine whether any other employment commitments of the CONTRACTOR'S adversely impact the CONTRACTOR's duties pursuant to this Agreement and whether further action is appropriate, up to and including termination of this Agreement.

Section 3. Work Hours and Schedule. The CONTRACTOR's work hours shall be determined by the DIRECTOR. The CONTRACTOR understands that the VILLAGE may retain the services of other persons to perform bailiff services and the Director may assign work at the DIRECTOR's discretion. The Director shall work cooperatively with the CONTRACTOR to set the CONTRACTOR's work schedule and hours.

Section 4. Village Duties. The VILLAGE shall provide the CONTRACTOR with appropriate uniforms, equipment and supplies necessary for a secure and safe environment to conduct of administrative adjudication hearings.

Section 5. Independent Contractor.

A. The CONTRACTOR is and shall remain for all purposes an independent contractor and shall not be deemed to be an employee of the VILLAGE.

B. This Agreement shall not be construed to create an employment relationship between the parties or to qualify the CONTRACTOR for any VILLAGE employee benefits, including any separate payment of salary, wages, or any employee benefits available to Village employees. In addition, the VILLAGE shall have no obligation to provide the CONTRACTOR with: (1) industrial accident, workers' compensation or unemployment insurance; (2) medical insurance or the payment of medical insurance premiums; (3) vacation, sick, or holiday pay; (4) payment or withholding of social security or other taxes; (5) any other benefits that are now, or may from time to time become, available to VILLAGE employees.

C. The CONTRACTOR shall not contract or incur any liabilities on behalf of the VILLAGE without specific written authorization of the VILLAGE.

Section 6. Term and Termination.

A. This Agreement shall be for a one (1) year term to begin on February 1, 2020 and ending on January 31, 2021, unless terminated earlier in accordance within this Agreement or extended by mutual agreement of the parties.

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B. The VILLAGE may terminate this Agreement at any time prior to the expiration of the term of this Agreement by giving written notice to the CONTRACTOR pursuant to the provisions of Section 9 below.

C. The CONTRACTOR may terminate this Agreement by giving thirty (30) days prior written notice to the VILLAGE pursuant to the provisions of Section 9 below.

D. This Agreement shall automatically terminate if, during the term as defined above, the CONTRACTOR is not able to perform the services set forth herein for any reason, including, without limitation, the death, mental incapacity or physical disability of the CONTRACTOR.

E. If this Agreement is terminated pursuant to this Section 6, the CONTRACTOR shall be compensated for all work completed up to the termination date of this agreement as provided herein.

Section 7. Compensation. For all hours worked and documented, the CONTRACTOR will be paid an hourly rate of twenty-five dollars and sixty cents (\$25.60) per hour. The CONTRACTOR shall provide the VILLAGE with invoices every two weeks providing the hours worked by the CONTRACTOR. The VILLAGE will pay all undisputed portions of invoices within 30 days after the invoices are approved in accordance with the Local Government Prompt Payment Act.

Section 8. Assignment. This Agreement shall not be assigned or transferred by the CONTRACTOR or the VILLAGE.

Section 9. Notices. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by first class United States mail, by certified mail, return receipt requested, by personal service, or by email to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the VILLAGE:

Director of Adjudication
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: randerson@oak-park.us

If to the CONTRACTOR:

Email:

The mailing of such notice or the email of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing or the time of the email.

Section 10. Confidentiality. The CONTRACTOR shall not reveal any confidential or sensitive information of the VILLAGE provided to the CONTRACTOR, including such information contained in any VILLAGE records or documents, regarding procedures or operation of the VILLAGE to any person, firm, corporation or other entity during and after the term of this Agreement without the express written consent of the VILLAGE.

Section 11. Headings and Titles. The headings and titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

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Section 12. Work Product. All work product pursuant to this Agreement shall be the property of the VILLAGE and shall not otherwise be distributed without the VILLAGE'S permission.

Section 13. Counterparts. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

Section 14. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 15. Entire Agreement. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

Section 16. Effective Date. The effective date of this Agreement as reflected above shall be the date that the Oak Park Village Manager executes this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

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THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms as of the date first written above.

VILLAGE OF OAK PARK

CONTRACTOR

By: Cara Pavlicek
Its: Village Manager

Date: _____, 2020

Date: _____, 2020

ATTEST:

By: Vicki Scaman
Its: Village Clerk