

EAST ISLIP UNION FREE SCHOOL DISTRICT

REQUEST FOR PROPOSALS

INVESTIGATIVE SERVICES

RFP# 052225-1

2025-2026

RFP due by 10:00 A.M. on the 22nd day of May 2025

East Islip Union Free School District

REQUEST FOR PROPOSAL

Title: Investigative Services - RFP# 052225-1

Date of Opening: May 22, 2025

Time of Opening: 10:00 a.m.

To: All Providers

Please submit a sealed proposal for **Investigative Services** to the East Islip Union Free School District. The District will receive sealed proposals on, or prior to 10:00 a.m. on the 22nd day of May 2025. Proposals received after stated date will be returned to the sender, unopened. Proposals must be submitted in a sealed envelope plainly marked on the outside:

Title: Investigative Services – RFP# 052225-1

Proposals will be opened on the stated date, but will not be read aloud. Any interested party may attend. There will be no discussion at the time of the opening of the proposals. The names of the proposing firms shall be available following the proposal opening.

Proposals shall be irrevocable for a minimum period of forty five (45) days from the date of proposal opening. Alterations to said proposals must be submitted in writing. Consideration shall be given only to those alterations, which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. The Assistant Superintendent for Business or his designee shall make such determination.

The East Islip Union Free School District Board of Education reserves the right to reject any or all proposals that it considers not to be in the best interest of the school district. The successful bidder shall execute a formal contract to be prepared by the Attorney for the School District, if the Board of Education so requires.

Please read the attached material carefully before submitting your proposal. Incomplete proposals may not be considered.

Thank you very much for your cooperation.

Jenny Bejarano
School Purchasing Agent

Provider Name: _____

REQUEST FOR PROPOSAL

TITLE: **Investigative Services**

DATE AND TIME OF OPENING: May 22, 2025 at 10:00 a.m.

I. PURPOSE

The East Islip Union Free School District invites proposals from qualified individuals and firms/agencies to provide the District with Investigative Services.

The East Islip Union Free School District, located in Suffolk County, New York, has a student enrollment of approximately 3,400 K-12 students with seven (7) building locations.

In accordance with the School District's policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of § 103 of General Municipal Law.

The School District requests proposals from qualified individuals and firms interested in providing the services of licensed and qualified investigators for the 2025-2026 school year.

II. RECEIPT OF PROPOSALS

An original and one (1) copy of the proposal must be submitted to the Business Office. Envelopes must be clearly marked **RFP# 052225-1 – Investigative Services** and the name and address of the Proposer. Proposals must be received no later than 10:00 a.m. on May 22, 2025 at the following address:

Jenny Bejarano
School Purchasing Agent
East Islip Union Free School District
1 Craig B. Gariepy Avenue
Islip Terrace, NY 11752

There is no expressed or implied obligation for the School District to reimburse responding firms for any expenses incurred in preparing proposals, attending pre-proposal conferences, or interview(s) in responding to this request. Proposals submitted after the stated time and date will not be considered and will be returned to the firm unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their proposal deposited on time at the place specified.

III. SCOPE OF SERVICE

The East Islip Union Free School District is requesting qualified investigators to provide the following services on an as-needed basis. To include, but not limited to:

- Perform location and residency checks.
- Perform surveillance using state-of-the art technology.
- Provide high-level reports which include date stamped photographic evidence and/or video streaming in the format requested by the School District.

IV. QUALIFICATIONS

- Must possess a **New York state license** and any required permits to perform the work specified, and provide a copy of such license.
- Must have experience in performing residency investigations for school districts, and/or government agencies.
- Must be in compliance with Federal, State, and Local Laws.
- Must utilize the latest case management technology.

V. PREPARATION AND SUBMISSION OF PROPOSALS

- The proposal shall include an agency overview which includes such business information as name, address, contact information, and years in business. The proposal should include background information that describes the agency's history, corporate form, and the size, scope, and scale of its current operations, number and type of employees.
- A description of the qualifications, experience, capability and/or capacity of the Proposer to successfully provide the required services. A copy of the New York State license enabling the agency to perform investigative services is to be provided. The proposal shall include a description of the qualifications of the member(s) that will be assigned to the project. The resumes of such individuals is to be included as well.
- The proposal should include a discussion of each criteria used to evaluate the proposals listed in the section "**PROPOSAL EVALUATION**".
- Form of Disclosure, References, Affidavit of Compliance, Non-Collusive Bidding Certification, Iran Divestment Act, and Proposed Fees – Attachment A forms are to be included in the proposal.

VI. TERMS AND CONDITIONS

- Successful applicant will be required to deliver to the School District, prior to execution of the purchase order, all required Insurance Certificates as detailed in XV Insurance.
- This contract shall be for one (1) year, with the option to renew annually, not exceeding four (4) years, upon approval by the Board of Education for each year. The District reserves the right to terminate the contract without cause, with thirty

(30) days written notice to the contractor. No contract becomes binding until the necessary funds have been approved. This Proposal will be utilized on an "as-needed" basis. There is no guarantee that any/all of the services listed will be utilized.

- Any contract agreed to under this Request for Proposal is subject to termination by either party with thirty (30) days written notice. In the event of termination of the contract, the School District's responsibility shall be to pay for unpaid services performed and authorized costs incurred by the Vendor.
- Failure to meet deadlines, technical incompetence, failure to adhere to Federal, State and Local laws and poor quality of work will be considered grounds for terminating the contract with the offerer. Intermediate steps will be taken to resolve problems, but failing that, the offerer will be given a 30 day written notice of the intent to terminate the contract, clearly specifying the reason(s) for such termination.

VII. PROPOSAL EVALUATION

Proposals received may be evaluated by the Assistant Superintendent for Business, the Assistant Superintendent of Instruction and Personnel, the Purchasing Agent, and any other school district designee deemed necessary to determine whether the requirements of this RFP are met and to make a recommendation to the Board of Education for contract award.

Proposals shall be evaluated based upon the following evaluation rubric:

- Experience – The Applicant must have experience performing residency investigations for school districts, and/or government agencies. The Applicant must supply a minimum of three (3) references which include contact information. The Applicant must have proven history of such services. The Applicant must provide examples of past or present projects that are similar in nature and a brief description of services provided.
- Project Personnel – Designated individuals listed in the response should be available to work on all phases of a project. Resumes for each individual designated to this service are to be included. Sub-consultants should be listed with their appropriate personnel.
- Familiarity with Client – Applicants will be evaluated on their participation in investigative service projects, including residency and surveillance.
- Proposed Fees – Applicant should provide a fee schedule including hourly rates for key personnel (Attachment A), any out of pocket, travel and reimbursable expenses that may be charged including the basis of compensation.

A. Experience of firm with investigative services	45%
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B. Experience and Qualifications of personnel	25%
C. Familiarity with Client	15%
D. Proposed fees	15%

The evaluation process is designed to award the proposal not necessarily to the proposer of the least cost, but rather to the proposer with the best combination of attributes based on the evaluation criteria.

VIII. INTERVIEW

The award process may include an interview with the Superintendent of Schools, the Assistant Superintendent for Business, The Assistant Superintendent for Instruction and Personnel, the Purchasing Agent, and/or any other school district designee. The date of the interview will be determined. During this interview candidates should be prepared to discuss the Scope of Service and Qualifications.

IX. SPECIFICATION CLARIFICATION/INQUIRIES

All inquiries with respect to this Request for Proposal must be directed as follows:

Jenny Bejarano
School Purchasing Agent
East Islip Union Free School District
1 Craig B. Gariepy Avenue
Islip Terrace, New York 11720
Phone: 631-224-2031
Jenny.bejarano@eischools.org

X. FINANCIAL STATEMENT OF THE COMPANY

Proposers may be required to submit the most recent financial statement for the company. The District reserves the right to use third party companies to verify financial information provided.

In addition, East Islip Union Free School District may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the School District within five (5) days of a request, all such information and data for this purpose as may be requested. The School District reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the School District that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

XI. FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold fact on the top of each page, **'THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.'** The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

XII. RIGHT TO REJECT PROPOSAL

The District reserves the right to reject without prejudice any and all proposals received under this Request for Proposal.

XIII. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained therein.

XIV. EMPLOYMENT

The awarded proposer shall be an independent contractor and not an employee of the East Islip Union Free School District, nor are the employees of the said proposer. The awarded proposer shall have the sole responsibility to compensate its employees, including all applicable taxed and insurance, for staffing, fingerprinting, and verifying all licensing requirements.

XV. INSURANCE

The vendor hereby agrees to effectuate the naming of East Islip Union Free School District, its Board members, and employees as an unrestricted additional insured on the vendor's insurance policies, with the exception of workers' compensation, with no responsibility for payment of premium by East Islip Union Free School District.

The vendor's policies will:

- Be an occurrence form of insurance policy from an A.M. Best rated "A"

"secured" or better and licensed to conduct insurance business in New York State. A New York licensed and admitted insurer is required.

- Provide for 30 days' notice of cancellation.
- Must state that the policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.
- State that the insured's coverage will be primary coverage for East Islip Union Free School District, its Board of Education, employees and volunteers.
- Name East Islip Union Free School District as an additional insured by using ISO endorsement CG 20 10 11 85 or its equivalent. ISO endorsement CG 2010 11 85 or equivalent must accompany certificate and reflect that the District has been added to the policy by endorsement. The certificate of insurance must state that this endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.
- The awarded vendor shall deliver to the District Certificates of Insurance evidencing its compliance with this section and instruct the carrier(s) to provide thirty (30) days' notice of cancellation to the School District.

The vendor agrees to indemnify and save harmless East Islip Union Free School District from all cost, expense, or liability to the extent permitted by law arising out of the operations performed hereunder including, without limitation of, the foregoing acts of the vendor's employees. In addition, the vendor agrees to indemnify East Islip Union Free School District for any applicable deductibles.

Required Insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis. \$1,000,000 Personal and Advertising Injury limit, including coverage for defamation, false arrest, detention and imprisonment.
- **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- **Workers' Compensation and NYS State Disability Insurance**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Benefits Insurance for all employees should be included.

- **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/\$2,000,000 aggregate for professional acts
the vendor performs under the contract with the District.

The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

If subcontracting is permitted in the proposal specifications, the vendor will ensure compliance of these requirements by all subcontractors employed by the vendor.

The vendor agrees that East Islip Union Free School District will not be responsible for any loss or damage whatsoever to property of the vendor or subcontractor.

The East Islip Union Free School District will be the sole judge in determining the acceptability of insurance requirements.

The vendor acknowledges that failure to obtain such insurance on behalf of the East Islip Union Free School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the East Islip Union Free School District. The vendor will provide the East Islip Union Free School District with a Certificate of Insurance, evidencing the above requirements have been met prior to the commencement of work. The failure of the East Islip Union Free School District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the East Islip Union Free School District.

FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____

1. Does any East Islip Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? _____ If yes, set forth below the basis upon which a financial interest exists in the firm:

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transaction heretofore entered into with East Islip Schools? _____ If yes, please describe the transactions(s):

3. Does any direct relative of a member of the Board, administration, or staff possess any financial interest, directly or indirectly, in the firm (for purposes of their inquiry a direct relative is to be defined as a parent, spouse, child or sibling)? _____ If yes, set forth below the East Islip School Board Member, administrator, or staff member whose relation possesses an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL LAW OR GENERAL MUNICIPAL LAW, AS APPLICABLE.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

REFERENCES

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Dates of Contract(s): _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Dates of Contract(s): _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Dates of Contract(s): _____

Proposer's Name: _____

EAST ISLIP UNION FREE SCHOOL DISTRICT
1 Craig B. Gariepy Avenue
Islip Terrace, NY 11752

AFFIDAVIT OF COMPLIANCE
STATE OF
COUNTY OF

_____, being duly sworn, deposes and says:

1. That (s)he is an officer or representative of _____ and that (s)he has the authority to sign this affidavit.
2. This affidavit is offered as an inducement to the East Islip Union Free School District to award to _____ such purchase contracts for goods or services as directed by the Board of Education, in accordance with New York State law and with District policy.
3. That no Officer, Employee or Stockholder of the above referenced vendor is an Employee, in any position, Administrator or Board Member at the East Islip Union Free School District.
4. That no Officer, Employee or Stockholder of the above-referenced vendor is related to an employee in any position, administrator or Board Member, at the East Islip Union Free School District other than as disclosed below:

Vendor: List Officer, Employee or Stockholder's Name	Position with Vendor	East Islip Employee, Administrator or Board Member Name	Relationship between parties

Signed

Date

Sworn to before me this _____

Day of _____, 2025

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or competitor.
2. Unless otherwise by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signed) _____

(Title) _____

RESOLUTION - For corporate bidders only

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for the following project (describe project)

_____ and include in such bid or proposal the certification as to non-collusion required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

(SEAL OF THE CORPORATION)

NAME: _____

TITLE: _____

Certification Pursuant to Section 103-g
of New York State General Municipal Law

IRAN DIVESTMENT ACT

- A. By submission of this bid/proposal or by assuming the responsibility of a Contract awarded hereunder, the Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined to Be Non-Responsive Bidders/Offerers Pursuant to the New York State Iran Divestment Act of 2012" list (Prohibited Entities List) posted on the OGS website at <http://www.ogs.ny.gov/about/reas/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract, any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.
- B. During the term of the Contract, should the East Islip School District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above referenced certifications, the East Islip School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the East Islip School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.
- C. The East Islip School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Signature

Print Name

Title

Date

Attachment A

Proposed Fees

Applicant must provide the following:

SERVICE	FEE
Hourly rate and/or fee schedule for personnel performing services indicated in Scope of Service section	
Costing for the submission of high-level reports	
Costing for date stamped photographic evidence and/or video streaming in requested format by the School District	
Costing of any out-of-pocket, travel and reimbursable expenses	