

Pelham Union Free School District

REQUEST FOR PROPOSALS

INVESTIGATIVE SERVICES

Deadline for Proposals
Thursday, May 16, 10:00am

Pelham Union Free School District
Business Office
575 Colonial Ave.
Pelham, New York 10803
James Hricay, Assistant Superintendent for Business
Phone (914) 738-9140

Request for Proposal – Investigative Services

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PUBLIC NOTICE

**REQUEST FOR PROPOSAL FOR
INVESTIGATIVE SERVICES**

Pelham Union Free School District
School Business Office
575 Colonial Ave.
Pelham, New York 10803

The Board of Education of the Pelham Union Free School District invites sealed proposals for providing Investigative Services. The Request for Proposal including forms for proposal, certification, conditions, and specifications may be obtained from the District's Business Office at 575 Colonial Ave., Pelham, NY 10803 or on the District's website at Pelhamschools.org.

In all cases it must be understood that the conditions and specifications of the Pelham Union Free School District shall apply. Proposals must be in sealed, opaque envelopes marked "RFP – Investigative Services" and will be received until 10 a.m. on May 16, 2019 at the Business Office. The Board of Education reserves the right to reject all proposals, waive any informality in proposals and to negotiate any portion of proposals.

Proposals will be evaluated by the District. Any aspects of the service not addressed by specifications are left for the Proposer to address. Alternatives to the specifications or additions to the specifications are to be clearly identified by the Proposer.

Pelham Union Free School District
James Hricay
Assistant Superintendent for Business
575 Colonial Ave.
Pelham, New York 10803
Telephone: 914-738-9140

Request for Proposal – Investigative Services

I. INTRODUCTION:

The Pelham Union Free School District (the “District”) requests proposals from firms or individuals (“Firms/Individuals”) who are qualified to provide Investigative Services of its students as indicated in these Specifications. The service will be required from July 1, 2019 to June 30, 2020. The District will have the option to renew for the 2020-2021, 2021-2022, 2022-2023 and 2023-2024 school years. The school year runs from July 1st to June 30th.

The District will not reimburse responding Firms/Individuals for any expenses incurred in preparing proposals in response to this request.

To be considered, the original proposal must be received by the Purchasing Agent by **10:00 a.m. on May 16, 2019**. The proposal shall be delivered in a sealed envelope, clearly marked with the name of the firm and the title of the proposal on the outside of the envelope. No faxed or emailed copy of the proposal will be accepted. The District reserves the right to reject any or all proposals submitted.

It is the Firm/Individual’s responsibility to ensure that the proposal is received by the Purchasing Department before the deadline, whether sent by mail or by means of personal delivery. All proposals received after the deadline stated in the RFP will not be considered and will be returned unopened to the submitting Firms/Individuals. The Firms/Individuals assume the risk of any delay in the mail or in the handling of the mail by employees of the District.

During the evaluation process, the District reserves the right, where it may serve its best interest, to request additional information or clarifications from Firms/Individuals who submitted proposals, or to allow corrections of errors or omissions. At the discretion of the District, Firms/Individuals submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to: (i) to reject any or all proposals; (ii) to waive any informalities in the proposals; and (iii) procure the services from other sources if deemed most advantageous to the objectives of the District.

The District also reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Firm/Individual of the conditions contained in this request for proposals, unless any and all such exceptions are clearly and specifically noted in the proposal submitted.

II. NATURE OF SERVICES REQUIRED:

A. Scope of Work:

- a) Upon receipt of the student registration information for a child that is suspected of not living at the given address, the first day of observation is made at the given address to determine the veracity of the registration information. Discrete observation is to begin no later than 6:00 a.m. and last 30 minutes past their arrival time at school.
- b) If student does not leave the given address, but is in school, on time, then a complete investigation is initiated as follows:
 - a. NY DMV check for vehicles registered to the parent's name;
 - b. Report with address information containing "public" information from the 3 major credit bureaus;
 - c. Utility search for electric or landline telephone or cable in

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- the parent's names with connection days;
 - d. Observation of last known address or newly located address. Video is taken of the vehicle and family members. A clothing description is given to a school representative who verifies the child observed;
 - e. Documented observations, the frequency of which is determined by the SCHOOL DISTRICT; and
 - f. If the family is not located through these means, then the child will be followed home from school or the school's afternoon care program.
- c) Upon completion of the investigation, a written report indicating residency status will be delivered to the Assistant Superintendent for Curriculum, Instruction, and Personnel.
 - d) Conduct other investigations to verify residency as deemed necessary by the Assistant Superintendent for Curriculum, Instruction, and Personnel.
 - e) Investigate and verify all residency affidavits.
 - f) Home Visit services, upon request. An appointment is made with the parent for the home visit. The visit lasts about fifteen minutes, including viewing of home to establish reasonable evidence that the student is domiciled at the premises (i.e. observation of bed, dresser, clothes, toiletries), and a brief report is emailed to the appropriate school personnel.
 - g) Criminal Investigations. In such cases where criminal/civil investigations are required with a possible end result in charges, being, brought, interviewing witnesses and presentations before the Board of Education, the District Attorney's Office etc. may be necessary.
 - h) Investigations shall be handled in a discrete manner and shall be handled in confidence.
 - i) Hand deliver, to student's home address, letters of high importance, as needed, included Superintendent's Hearing and non-graduating letters.
 - j) Conduct any investigations that may be needed by the Superintendent or Assistant Superintendent for Curriculum, Instruction, and Personnel.
 - k) Conduct address checks for residency verification as determined by the Superintendent of Schools or Assistant Superintendent for Curriculum, Instruction and Personnel.

B. Contractor Duties and Responsibilities:

1. Services must be rendered for the District's six schools (5 buildings) throughout the fiscal year (July 1st to June 30th. Firms/Individuals will be compensated on an hourly rate.
2. The Assistant Superintendent of Curriculum, Instruction, and Personnel, in conjunction with the Firm/Individual awarded a contract, will create the schedule of work to be performed.
3. Each Firm/Individual submitting a proposal must include a minimum of three (3) references, from either educational institutions or other governmental agencies of similar size and scope to the work covered in the proposed contract.
4. Each Firm/Individual submitting a proposal must examine the specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed under the contract to be awarded will be

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accepted by the District for any failure on the part of the Firm/Individual to fulfill his duties under the awarded contract.

5. Each Firm/Individual must conduct pre-employment checks on all personnel who may be utilized to perform services for the District during the term of the awarded contract. Pre-employment checks must include, but is not necessarily limited to, criminal records check, consumer credit check, social security number identification, driver's license check and drug screening.
6. If the District learns the Firm/Individual awarded a contract fails to conduct the required employee pre-screening or training, the District shall inform the Firm/Individual and the District shall have the right to terminate immediately the contract awarded to the Firm/Individual.
7. The District reserves the right to interview each person assigned to the District by the Firm/Individual awarded a contract prior to or during assignment, and to reject and bar from District property any person hired, supervised or employed by the Firm/Individual.
8. Firm/Individual will have the responsibility to instruct and train the personnel assigned to the District of all the duties and responsibilities of the awarded contract as well as with respect to the federal and state laws governing confidentiality of personally identifiable information of the District's students and of the District's student records. As part of the awarded contract, the Firm/Individual will be required to enter into a Data Security and Privacy Plan with the District.
9. The District reserves the right to obligate the Firm/Individual to change personnel performing work for the District for cause.
10. During the term of the awarded contract, the Firm/Individual shall be available for meetings, as required, to review job progress and quality of work, identify and resolve problems, and coordinate the efforts of all concerned.
11. The Firm/Individual awarded a contract by the District is responsible for compliance with all Federal, State, and local laws, edicts or ordinances.
12. The Firm/Individual awarded a contract by the District must ensure that its personnel abide by the prohibition against smoking when on District properties.
13. District reserves the right to visit the offices of the Firm/Individual as part of its evaluation of the responses to this RFP.
14. All services shall be performed in a professional manner. All personnel shall be neat and clean and their appearance shall set a good example.
15. No weapons, including but not limited to mace and pepper spray, shall be carried by any personnel of the Firm/Individual awarded a contract while providing service to the District.
16. The Firm/Individual awarded a contract and any of its personnel shall not use foul or obscene language when on District property and when performing services for the District at any location.
17. A logbook shall be continuously maintained by the Firm/Individual awarded a contract with accurate entries as specified when each matter is assigned by the District showing services rendered to the District.
18. In addition to the above, the Firm/Individual awarded a contract shall be responsible for providing a verbal report for any assigned investigation or residency verification which occurs on any day by the close of that business day. This report shall be followed up by a written report on the

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Firm/Individual's letterhead to the District. Said reports are to be provided to the designated District representative and shall address any incidents and any other unusual circumstances.

19. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Firm/Individual awarded a contract by the District agrees it shall not discriminate against any employee or applicant for employment or individual associated with the District because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status, military status, domestic violence status or any other basis protected by law. The services provided pursuant to the awarded contract shall be provided without regard to a student's actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.
20. Federal and state laws and the policies of the District prohibit sexual harassment of employees and students. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile or offensive working environment for District employees or students. The Firm/Individual awarded a contract by the District shall exercise control over its employees, agents, and consultants so as to prohibit acts of sexual harassment of District employees or students. In the event the District, in its reasonable judgment, determines that the Firm/Individual, its/his/her employees, agents and/or consultants have committed an act of sexual harassment, upon notice from the District, the Firm/Individual shall cause such person to be removed and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease. In the event the Firm/Individual or its/his/her employees, agents, or consultants believes he/she has been the subject of sexual harassment by the District, its elected and appointed officials, employees, volunteers, agents or students, the Firm/Individual or its/his/her employees, agents, or consultants shall give notice to the District; so, the District can take such action as may be reasonably necessary to cause any sexual harassment to cease.
21. The Firm/Individual awarded a contract by the District may not assign, transfer or convey any of its respective rights or obligations under the awarded contract or subcontract any portion of the services set forth herein, without the prior written consent of the District, which consent may be withheld for any reason whatsoever or for no reason.

III. INQUIRIES:

Inquiries concerning this request for proposals and the subject of the request for proposals must be made via e-mail to: James Hricay, Assistant Superintendent for Business, Jhricay@pelhamschools.org

IV. ANTICIPATED PROPOSAL TIMELINE:

The following is a list of key dates related to this RFP, including the date proposals are to be submitted:

- Request for proposals issued April 16, 2019
- Due date for proposals May 16, 2019
- Board of Education Contract Award May 28, 2019

V. INSPECTION OF WORK:

The quality of service shall be subject to inspection by the designated representative of the District at any time. Should it be found that the quality of the service being performed is not satisfactory, and that the specifications are not being met, it may be considered as grounds for the termination of the contract.

VI. INSURANCE REQUIREMENTS

- A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the proposer's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- B. The policy naming the District as an additional insured shall:
 - 1) be issued by an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - 2) contain a 30-day notice of cancellation.
 - 3) state that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
 - 4) The District shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- C. The proposer agrees to indemnify the District for any applicable deductibles.
- D. Required Insurance:
 - 1. **Commercial General Liability Insurance**
 - a. \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - 2. **Automobile Liability**
 - a. \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - 3. **Workers' Compensation and N.Y.S. Disability**
 - a. Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- E. Proposer acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The contracted vendor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The proposer further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

VII. PROPOSAL REQUIREMENTS

- A. **Submission of Proposals:** Firms/Individuals must submit one original proposal. The deadline to submit the proposals is **10:00 a.m. on May 16, 2019**. Late submissions will not be accepted and will be returned unopened. Proposals must be fully sealed in an opaque envelope(s). No faxed or emailed copy of the proposal will be accepted. The entire responding proposal to this request shall be placed in a sealed manila envelope marked with the words: "PROPOSAL FOR INVESTIGATIVE SERVICES".

Mail the proposal to the following address:

Pelham Union Free School District
Business Office
575 Colonial Ave.
Pelham, New York 10803
Attn: James Hricay, Assistant Superintendent for Business

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B. Proposal Content: The proposal package shall include the following items:

1. Title Page showing the RFP's subject; the Firm/Individual's name; the name, address and telephone number of a contact person; and the date of the proposal.
2. A signed letter of transmittal that briefly states the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Firm/Individual believes it/she/he is best qualified to perform the engagement and a statement that the proposal is a firm offer for the 2019-2020 to 2023-2024 years.
3. A brief narrative detailing the Firm's/Individual's business history including location, size and date of inception.
4. Describe the Firm's/Individual's experience and expertise in providing investigative services.
5. Resumes of the all supervisors and the personnel that might be assigned to the District.
6. List three (3) references of other school districts or governmental agencies with the contact name, title and phone number.
7. Disclosure and description of any disciplinary proceedings pending against you in any jurisdiction or whether discipline has been previously imposed against you in any jurisdiction. If discipline has previously been imposed, state the date, jurisdiction, nature of the ethics violation and the penalty imposed. If proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition.
8. Disclosure and description of any convictions against the members of the Firm/Individual.
9. Identify the nature of any potential conflict of interest the Firm/Individual might have in providing the requested services to the District.
10. Provide any other information that might be beneficial to the District in evaluating the submitted proposal.
11. Assurance that the Executed copies of the Certificates of Insurances will be provided.
12. A completed Non-Collusive Certification (**See Appendix A**).
13. A completed Non-Collusive Resolution (Required for Corporations) (**See Appendix B**).
14. A completed Proposer Warranties (**See Appendix C**).
15. A completed and Notarized Background / Criminal Check Certification (**See Appendix D**).
16. A completed and Notarized Hold Harmless Agreement (**See Appendix E**).
17. A completed and Notarized Iran Divestment Act Certification (**See Appendix G**).
18. A completed Sexual Harassment Written Policy & Training Certification (**See Appendix H**).
19. The completed Dollar Cost Bid form for all the years (**See Appendix I**).
20. A completed Proposal Certification (**See Appendix J**).

VIII. EVALUATION PROCEDURES:

A. Evaluations

These proposals are being solicited through a fair and open process. The criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of proposals. The following represent the principal selection criteria which will be considered during the evaluation process.

The District will evaluate the responses based upon the information supplied by the consultant. Criteria for evaluations will include:

	Category	Weight
1	Previous experience of the Firm/Individual	30
2	Experience and qualifications of staff expected to be assigned projects	25
3	Cost	25
4	Level of client satisfaction determined from supplied references	20
	TOTAL	100

B. Oral Presentations

During the evaluation process, the District may, at its discretion, request any or all proposers to make oral presentations. Such presentations will provide proposers with an opportunity to answer any questions the District may have on their proposal. Not all proposers may be asked to make such oral presentations.

C. Right to Reject Proposals

The District reserves the right to: (i) not select any of the Firms/Individuals who submitted proposals; (ii) require Firms/Individuals to submit to an interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the services from other sources if deemed most advantageous to the objectives of the District.

The District's determination of the Firm/Individual who is most advantageous to the goals and objectives of the District shall be final and conclusive. No Firm/Individual shall cause or influence, or attempt to cause or influence, any District official, officer or employee to secure unwarranted privileges or advantages.

IX. TERMS OF ENGAGEMENT

A contract for the school year (July 1, 2019 – June 30, 2020) is contemplated by the Board of Education with the option to renew annually for next four (4) years according to the terms and conditions listed in the RFP. The contract is contingent upon the availability and approval of funds and the review of the performance of the Firm/Individual. The District reserves the right to terminate the contract by giving 30 days' notice to the Firm/Individual awarded a contract through this RFP.

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Appendix A

NON-COLLUSIVE BIDDING CERTIFICATION

- a. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of any joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1 The prices in this proposal 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 another proposer or with any competitor,
 - 2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
 - 3 No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- b. Where (a) (1) (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the District determines that such disclosure was not made for the purpose of restricting competition.

The fact that the proposer (a) has published price lists, rates, or tariffs covering items or services being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or services, or (c) has sold the same items or services to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of paragraph a. above.

The submission of this certification shall be deemed to include the signing and submission of the proposal and the inclusion of this certification shall be deemed the act and deed of the corporation on whose behalf the proposal was submitted.

Signed _____ Title _____

Request for Proposal – Investigative Services

Appendix B

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 the project

And to include in such bid or proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE – D 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.

The foregoing is a true and correct copy of the resolution adopted by;

Corporation at a meeting of its Board of Directors held on the _____ day of _____ and is still in full force and effect this _____ day of _____

(SEAL OF CORPORATION)

(SECRETARY)

Request for Proposal – Investigative Services

Appendix C

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Pelham Union Free School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Firm's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)

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Appendix D

BACKGROUND / CRIMINAL CERTIFICATION

(This form must be signed and notarized – Submit with bid)

As part of this submission, I certify that I have performed background / criminal checks on all personnel to be assigned to the District. I understand that the personnel might come in direct contact with students and they have not been convicted of a felony or any offense in sexual nature involving a child.

Furthermore, I understand that the duty to certify is continuous in nature and extends to future employees and employees of subcontractors for the duration of the contract.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2019

Notary Signature: _____ Date: _____

Proposer's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)

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Appendix E

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized – Submit with bid)

It is hereby agreed and understood that the contractor agrees to defend, hold harmless and indemnify the Board of Education of Pelham Union Free School District, Pelham Union Free School District or any officer, agent, student, volunteer, or employee of the Pelham Union Free School District from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:

- A) Any injury to person or property sustained by the contractor, its officers, directors, agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
- B) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the contractor, its officers, directors, agents, servants, or employees or any person, firm or corporation, directly or indirectly employed by them upon or in connection with their performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Pelham Union Free School District, its Board of Education, or any officer, agent, student, volunteer, or employee of the Pelham Union Free School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Pelham Union Free School District, its Board of Education, or any officer, agent, servant, or employee of the Pelham Union Free School District.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that contractor may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the contractor.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2019

Notary Signature: _____ Date: _____

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Appendix F

IRAN DIVESTMENT ACT COMPLAINT RIDER

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- a. The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- b. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran. .

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a contract to a bidder or proposer who cannot make the certification on a case by case basis if:

1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified certification.

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Appendix G

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

(This form must be signed and notarized – Submit with bid)

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (the “Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the list will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that it is not on the Prohibited Entities List and it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the awarded Contract, should the District receive information that a person is in violation of the above-referenced certification, the District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The District reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the Prohibited Entities List prior to the award 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: _____ Date: _____

Affirmed to me this _____ day of _____, 2019

Notary Signature: _____ Date: _____

Request for Proposal – Investigative Services

Appendix H

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION (To be Completed by Each Proposer)

I, _____, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of New York State Labor Law Section 201-g.

Print Proposer Name

By: _____
Signature

Title

Sworn to before me this
_____ day of _____, 2019

Notary Public

Request for Proposal – Investigative Services

Appendix I

SCHEDULE OF FEES

(To include all necessary expenses as per specifications of the RFP)

Years	Per Hour Rate
BASE CONTRACT 2019 – 2020	
CONTRACT EXTENSIONS: To be approved by The Board Of Education	
2020 – 2021	
2021 – 2022	
2022 – 2023	
2023 – 2024	

Proposer name

Address

City, State, Zip

(Print name)

(Signature)

(Phone)

(Fax)

Request for Proposal – Investigative Services

Appendix J

PROPOSAL CERTIFICATION

We have read the Request for Proposal (RFP) for investigative services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be reviewed by the District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous services proposal.

It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District. The undersigned certifies that the completion of the Proposal is a binding commitment to provide the investigative services requested as proposed herein.

Company name

Address

City, State, Zip

(Print name)

(Signature)

(Phone)

(Fax)