

REQUEST FOR QUALIFICATIONS OF INVESTIGATOR FOR RESIDENCY INVESTIGATIONS

Date:

To All Interested Investigators:

Job: Investigator to Investigate residency issues of students enrolled in Cook County School District 130

Job Contractor: Cook County School District 130

Subject: REQUEST FOR QUALIFICATIONS

Introduction:

Cook County School District 130 (“District”) is requesting qualifications for Residency Investigators. The specific requirements of this Request for Qualifications (“RFQ”) are described below.

Investigators must meet the pre-qualification standards set within this document to be considered for this position. Investigators who do not meet the pre-qualifications specified in this document will not be considered.

Location of Job:

Various locations in southern Chicago and the southern Cook County Suburbs. The location may extend beyond that on occasion.

Purpose:

The District is a public-school district serving the areas of Alsip, Blue Island, Crestwood, and Robbins. All students who reside in the District have a right to attend school in the District tuition free. Non-resident students who attend school within the District and whose parents do not pay any District taxes or tuition increase the tax burden on the District’s residents and decrease the resources available to resident students. The Investigator will be responsible for ensuring that students attending school in the District reside in the District.

Job Description:

The investigators hired by the District will work with the District on an as needed basis to ensure that only residents of the District are attending District schools. This will require the investigation of the true residence of current students and students who apply to attend school in the District. The Investigator will only investigate the residence of a student that the District has instructed them to investigate.

Independent Contractor:

The Residency Investigator is an independent contractor and is not an employee of the District or any affiliate thereof, and is not under the direction or control of the District for services performed as described in this RFQ. The Residency Investigator is solely responsible for the performance of the services and obtaining the contracted for results.

The Residency Investigator will be paid in accordance with the payment schedule that is part of an agreement with the District. Because the Residency investigator is not an employee of the District, the District will not withhold any federal, state or local income tax, or payroll tax of any kind on behalf of or for the Residency Investigator and the Residency Investigator's employees shall not be entitled to any fringe benefits available to employees of the District, including, but not limited to, pension or health benefits.

Representations and Warranties:

By submitting a proposal, applicants represent, warrant and acknowledge as follows:

(a) The Residency Investigator will be solely responsible for the payment, according to law, of all applicable local, state and federal income taxes from any income generated for the services described in this RFQ and will make all required income tax withholdings on behalf of its employees;

(b) No workers compensation insurance, unemployment insurance or other insurance shall be obtained by the District concerning the Residency Investigator. The Residency Investigator shall procure and maintain the insurance coverage required under this RFQ;

(c) The Residency Investigator has complied with all federal, state and local laws regarding business permits, certificates, taxes and licenses that may be required to carry out the services described in this RFQ. It is expressly understood that the District will enter an agreement on the express understanding that the Residency Investigator possesses and will maintain through the term of any agreement the licenses, permits, certificate(s) and appropriate professional credentials required of the services to be performed. Proof of required certifications and/or licenses will be provided to the District upon execution of an agreement and from time to time when requested by the District;

(d) Upon execution of an agreement, the Residency Investigator's employees who will provide services to the District shall submit to and authorize an Illinois State Police Criminal History Fingerprint and Criminal Background Check as provided in Section 10-21.9 of the School Code, 105 ILCS 5/10-21.9. This background checks shall be conducted by the District or through a District-approved vendor at the Residency Investigator's expense prior to performing any services;

(e) The Residency Investigator is in full compliance with the Illinois Drug Free Workplace Act, as applicable;

(f) The Residency Investigator shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of personnel, or any other legally protected class engaged in the performance of an Agreement.

Insurance:

The Residency Investigator shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause the District’s Board of Education, individual board members, officers, employees, agents, representatives, and volunteers, to be named as additional insureds on these policies by endorsement. This additional insured requirement shall not apply to professional liability policies. All such insurers shall carry a Best Key Guide Rating of A / XV. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to the District. The commercial general liability policy shall by endorsement provide contractual liability coverage including the required indemnity obligations. Each such policy shall include by endorsement a requirement of at least 30 days written notice to the District prior to any termination, cancellation or material amendment to that policy. Upon execution of an agreement and on an annual basis thereafter during the term of an agreement or any extension thereof, the Residency Investigator shall furnish to the District certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

<u>Type</u>	<u>Limits</u>
Commercial General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000
Automobile Liability:	\$1,000,000 (combined single limit)
Workers’ Compensation:	Statutory Minimum
Professional Liability:	\$2,000,000.

Indemnification:

The Residency Investigator shall indemnify, defend and hold harmless the District, its Board of Education, individual board members, officers, administrators, employees, agents, representatives, and volunteers from and against any and all claims, demands, causes of action, losses, liabilities, damages and penalties, including reasonable attorney’s fees and court costs, from any intentional or negligent act or omission of the Residency Investigator or any of its employees or subcontractors, and to the extent arising from any breach of the parties agreement by the Residency Investigator.

Performance Bond:

The Residency Investigator will not be required to provide a performance bond unless the District determines that a performance bond is necessary and the District notifies the Residency Investigator of the same prior to its commencement of work or at any time during the term of the agreement.

Confidentiality:

The Residency Investigator must maintain the confidentiality of information contained in this agreement or information and documents that it comes into contact with in discharging its duties under an agreement, including any student temporary or permanent records as defined by the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA, the Illinois School Student Records Act, 105 ILCS 10/1 et seq., and medical records of the District’s students which are covered by HIPPA. The Residency Investigator must agree that it is a Covered Entity and subject to all applicable HIPAA regulations.

Terms of Payment:

The Residency Investigator shall invoice the District for services rendered on a monthly basis. Payment will be made within forty-five (45) days after the District’s receipt of an accurate, detailed invoice, reflecting the services provided. This invoice must be received by the District within seven (7) days after the end of the month that services are performed. Payment is subject to approval by the District’s Board of Education.

Reimbursement of Expenses:

The District will not reimburse the Residency Investigator for any expenses unless they have been preapproved in writing by the District’s Administrator for Business Services, and are properly documented as required by the District.

Assignment:

The Residency Investigator may not sell, assign or otherwise transfer its interest in the parties Agreement in whole or in part without the express written approval of the District. The Residency Investigator shall not delegate or subcontract any of its duties under the parties agreement.

Entire Agreement:

Any agreement between the District and the Residency Investigator will be the entire agreement between the parties, and it may only be modified by written amendment or supplement executed by both parties.

Term of Agreement:

The term of the agreement is one year, which will commence on the date on which an agreement is executed by the District and the Residency Investigator.

Either party will be able to terminate the agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

Submittal Requirements:

Interested investigators shall submit a concise statement of their qualifications, which includes the following information, documented in the manner and order outlined as follows:

1. Cover Letter
2. Job Approach:
 - a. State understanding of the proposed job and the approach, methods and tools you or your company will use to investigate the true residence of a student.
3. Applicant's Qualification Statement:
 - a. Applicant must fill out and submit the attached Form A - Technical Qualifications which will detail applicant's or the company's organization, licensing, experience, and references.
4. Other Submittal Requirements:
 - a. In a one-page narrative, explain why you or your company is uniquely positioned to be the selected company for this job.
 - b. Provide verification of company's license in the State of Illinois.
 - c. Provide a balance sheet and a statement of profit and loss prepared and certified by the Residency Investigator's certified public accountant reflecting its financial status for the two years preceding the date of its submittal. This requirement shall not be used to disqualify new contractors from being considered.
5. Section 33E Certification:
 - a. As required by Section 33E of the Criminal Code, 720 ILCS 5/33E-11, a certification that the company is not barred from contracting with any unit of the State of Illinois or any local government as a result of a violation of bid rigging or bid rotating as prohibited in 720 ILCS 5/33E-3 and 4.

6. Submittal's Lifespan:
 - a. The submittal must state that it remains open for at least 90 days.

Evaluation:

The District will review and evaluate the RFQ documents received based on the content of their submittals. Factors that will be considered include, but are not limited to the following:

1. Experience, availability and qualifications of Applicant.
2. Approach and understanding of the scope of work.
3. Experience with similar job types.
4. Client references.

Once the submittals have been reviewed, the District may request applicants to attend an interview.

The District reserves the right to accept or reject, in whole or in part, any and all proposals received, to negotiate separately in any many necessary to serve the District's best interests, and to waive formalities.

Due Date:

All interested Private Investigators should provide three (3) copies of the requested RFQ information clearly labeled: Cook County School District 130 – Investigator – Residency Issues. The copies shall be delivered to, Lucero Moreno by no later than 4:00 p.m. on January 31, 2019 at the location listed below. Facsimile or e-mail submittals will not be accepted.

Submit RFQ to: Lucero Moreno
Assistant Superintendent of Business Services
Cook County School District 130
12300 S. Greenwood Ave.
Blue Island, IL 60406

RFQ: Investigator-Residency Issues

For Questions Regarding the Job: Lucero Moreno
Assistant Superintendent of Business Services
LMoreno@District130.org

*Please note that all questions and responses thereto shall be provided to the pool of applicants.