

AMEND BOARD REPORT 01-0221-PR18
RATIFY AN AGREEMENT WITH ART'S INVESTIGATIONS AND SECURITY INC.
FOR FINGERPRINTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify an agreement with Art's Investigations and Security Inc. to provide fingerprinting services to the Department of Human Resources at a cost not to exceed ~~\$494,676.00~~ \$744,676.00. These services were obtained without prior Board approval. Consultant was selected pursuant to a duly advertised RFP (Specification No. 00-250753). A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this document is stated below.

Specifications No.: 00-250753

This amendment is necessary to increase the dollar amount of this agreement by \$250,000.00 for a total expenditure not to exceed \$744,676.00 and to correct the vendor number. This increase in the dollar amount is necessary due to the increased volume of fingerprinting services that continue to develop. A written amendment to the agreement is currently being negotiated. The authority granted in this amended Board Report shall automatically rescind in the event a written amendment is not executed within 90 days of this amended Board Report.

CONSULTANT: Art's Investigations and Security Inc.
409 West Huron, Suite 500
Chicago, IL 60610
(312) 932-9999
Contact Person: Art Smith, President
Vendor No. # ~~29456~~ 29465

USER: Department of Human Resources
125 S. Clark St., 2nd Floor
Chicago, IL 60603
Isadore Glover, ESP Manager
(773) 553-1188

TERM: The term of this agreement shall commence on January 1, 2001 and shall end December 31, 2001. This agreement shall have one option to renew for a one-year period.

SCOPE OF SERVICES: Art's Investigations and Security Inc. will provide fingerprinting services to the Department of Human Resources. These services will include: leasing of fingerprint machines, maintaining and repairing the leased machines, electronically transmitting fingerprints to the Illinois State Police and FBI with a turnaround time of 10-15 business days, processing fingerprints as required per month, archiving records to protect against lost fingerprints and to update information, providing the Board with a disk of fingerprint records on a monthly basis, providing sufficient live-scan technicians and live-scan machines during high volume periods, providing 24 hours/day and 7 days/week management staff to resolve critical issues, performing ongoing fingerprinting services Mon-Fri, 8:00 a.m. – 5:00 p.m. at Central Office for Board employees only, in addition to conducting fingerprinting at various locations, having qualified staff of fully trained live-scan technicians and support technicians, providing training services to Board employees, providing monthly written reports pertaining to the number of persons fingerprinted, etc., electronically transmitting fingerprinting results to the Board and provide the Board with the number of fingerprints processed each month, repeating performance of any fingerprinting service(s) at no cost to the Board in any and all instances in which the Illinois State Police cannot read or interpret

the result(s) of the fingerprinting and/or in which the results are inconclusive and submitting payment to ISP and the FBI for their services rendered, providing reconciliation of monthly activity as it pertains to payments associated with fingerprinting activity and conducting monthly or bi-monthly project meetings to discuss fingerprinting issues or concerns.

DELIVERABLES: Consultant will process fingerprints and forward to the appropriate entities for criminal background checks for the Chicago Public Schools personnel.

OUTCOMES: Consultant services will complete fingerprinting process and forward to the appropriate entities for criminal background checks to provide an effective and innovative pre-employment screening process. This will aide in the hiring of safe, honest and competent employees.

COMPENSATION: Consultant shall be paid as follows: \$55.00 per applicant processed; \$1,950.00 for one fingerprinting machine per month (includes leasing and maintenance), a \$300.00 one-time set-up fee per any additional machine(s) (includes leasing and maintenance), \$35.00/hour for a second technician as needed, and training as determined by Human Resources at a cost of \$1,000.00/day of training session. The payments should be paid monthly upon invoicing, total payments shall not exceed the sum of ~~\$494,676.00.~~ \$744,676.00.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Human Resources Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: As a condition of this award, this firm agrees to comply with the provisions of the Revised Remedial Plan for M/WBE Economic Participation and agrees to make every effort to achieve full compliance with the goals for this program. The M/WBE Goals for this program/project are: 35% Total MBE, 35 22% Black, 22 10% Hispanic, 10 2% Asian, and 2 5% WBE.

LSC REVIEW: Local School Council approval is not applicable to this report.

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| FINANCIAL: Charge to the Department of Human Resources: | | \$494,676.00 | FY: 2001 |
| | | <u>\$250,000.00</u> | <u>FY: 2002</u> |
| Budget Classification: | 0710-210-000-1008-5410 | \$383,016.00 | FY: 2001 |
| | 0710-210-733-1008-5410 | \$ 11,660.00 | FY: 2001 |
| | 0710-270-000-1008-5410 | \$100,000.00 | FY: 2001 |
| | <u>0710-270-000-1405-5410</u> | <u>\$100,000.00</u> | <u>FY: 2002</u> |
| | <u>0710-239-563-7750-5410</u> | <u>\$150,000.00</u> | <u>FY: 2002</u> |

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.


Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

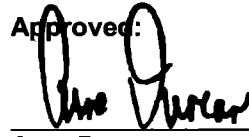
Ethics - The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:


Natalye Paquin
Chief Purchasing Officer

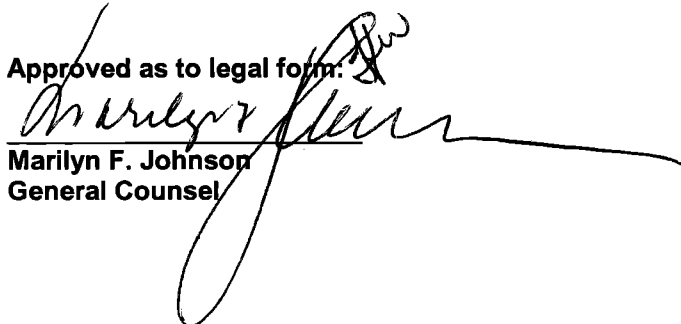
Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation:


Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:


Marilyn F. Johnson
General Counsel