

**AMEND BOARD REPORT 02-0123-PR33**  
**RATIFY EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH  
ART'S INVESTIGATIONS AND SECURITY INC.**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Ratify exercising the option to renew the agreement with Art's Investigations and Security Inc. to provide fingerprinting services to the Department of Human Resources at a cost for the option period not to exceed ~~\$230,000.00~~ \$500,000.00. These services were continued without prior Board approval. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written option document. The authority granted herein shall automatically rescind in the event a written option document is not executed within 90 days of the date of this Board Report. Information pertinent to this option document is stated below.

This amendment is necessary to increase the dollar amount of the agreement by \$270,000.00 to provide additional fingerprinting services for new employees hired by CPS and to revise the M/WBE participation goals. The Board anticipates the need to hire at least four thousand new CPS employees. This increase is one thousand more than were hired last year. 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 the date of this amended Board Report.

Specifications No.: 00-250753

**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. 29465

**USER:** Department of Human Resources  
125 S. Clark St., 2<sup>nd</sup> Floor  
Chicago, IL 60603  
Crystal Sykes  
(773) 534-9400

**ORIGINAL AGREEMENT:** The original Services Agreement (authorized by Board Report 01-0221-PR18, as amended by Board Report 01-0926-PR41) in the total amount of \$744,676.00, is for a term commencing January 1, 2001 and ending December 31, 2001, with the Board having 1 option to renew the agreement for a one-year period.

**OPTION PERIOD:** The agreement shall be renewed for a period commencing January 1, 2002 and ending December 31, 2002.

**OPTION PERIODS REMAINING:** There are no options remaining.

**SCOPE OF SERVICES:** Art's Investigations and Security Inc. will continue to provide fingerprinting services to the Department of Human Resources including, 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,

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 continue to process fingerprints and forward to the appropriate entities for criminal background checks for the Chicago Public Schools personnel.

**OUTCOMES:** Consultant 's services will result in the Board receiving a complete fingerprinting process, which will allow the Board to obtain criminal background checks to provide an effective and innovative pre-employment screening process.

**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 ~~\$230,000.00~~ \$500,000.00.

**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:** Based upon a review and analysis of the vendor's compliance with the M/WBE goals from the initial contract term, this contract is in full compliance with the original M/WBE participation goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan). The original M/WBE participation goals for the contract include: 35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5 %total WBE.

The vendor has identified and scheduled the following original M/WBE firms and percentages:

Total MBE 95%

Total 85% African American:

Art's Enterprises 409 W. Huron, Ste. 500, Chicago., IL 60610	\$425,000.00/85%	Certified through 8/1/02
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Total 10% Hispanic:

Cultural Communications 4701-F S. Woodlawn, Chicago, IL 60615	\$50,000.00/10%	Certified through 4/1/03
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Total WBE 5%

Anchor Enterprises 5139 S. University Ave., Chicago, IL 60615	\$25,000.00/5%	Certified through 11/1/02
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The City of Chicago Department of Procurement Services certifies each identified firm. The identified firms are subject to change upon approval from the Procurement and Contract's Division of Compliance and Vendor Services without further Board approval.

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

**FINANCIAL:** Charge to the Department of Human Resources: \$230,000.00 \$270,000.00 FY: 2002-2003

Budget Classification:	0710-270-000-1405-5410	\$ 80,000.00	FY: 2002
	0710-239-563-7750-5410	\$150,000.00	FY: 2002
	0710-270-000-1405-5410	\$ 20,000.00	FY: 2002
	0710-210-000-1405-5410	\$ 75,000.00	FY: 2003
	0710-239-563-1406-5410	\$ 75,000.00	FY: 2003
	0710-270-000-1405-5410	\$100,000.00	FY: 2003

**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.

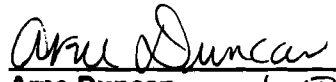
Ethics - The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:**

  
 Arlita Rocha  
 Acting, Chief Purchasing Officer

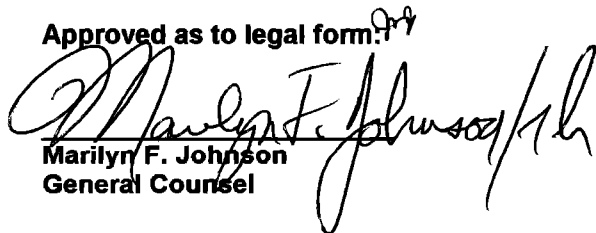
**Approved:**

  
 Arne Duncan  
 Chief Executive Officer

**Within Appropriation:**

  
 Kenneth C. Gotsch  
 Chief Fiscal Officer

**Approved as to legal form:**

  
 Marilyn F. Johnson  
 General Counsel