

AMEND BOARD REPORT 02-1218-PR21
APPROVE ENTERING INTO AN AGREEMENT WITH ART'S INVESTIGATIONS AND SECURITY INC., FOR FINGERPRINTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Art's Investigations and Security Inc., to provide fingerprinting services to the Department of Human Resources Enrollment Center at a cost not to exceed ~~\$300,000.00~~ \$500,000.00. Consultant was selected pursuant to a duly advertised RFP (specification No. 02-250161). Consultant has been providing fingerprinting services to the Department of Human Resources for the past three years. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of a written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to increase the dollar amount of the agreement by \$200,000.00 due to the increased volume of necessary fingerprinting services. A written amendment to the agreement is currently being negotiated. No payment for these additional services shall be made to Consultant prior to the execution of the written amendment. The authority granted in this amended Board Report shall automatically rescind in the event a written amendment is not executed within 60 days of the date of this amended Board Report.

Specification No.: 02-250161

CONSULTANT: Art's Investigations and Security Inc.
 409 West Huron, Suite 500
 Chicago, IL 60610
 (312) 932-9999
 Contract Person: Art Smith, President
 Vendor # 29456

USER: Department of Human Resources Enrollment Center
 225 S. Aberdeen
 Chicago, IL 60607
 (773) 534-9400
 Contact Person: Gail Ratliff, Manager

TERM: The term of this agreement shall commence on the date the agreement is signed and shall end twelve (12) months thereafter. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHTS: The Board shall have the right to terminate this agreement upon 30 days prior to written notice.

SCOPE OF SERVICES: Consultant shall provide the following fingerprinting services:

- Electronically transmit fingerprints to the Illinois State Police (ISP) and the Federal Bureau of Investigation (FBI).
- Archive fingerprint records for twelve (12) months on each person printed to protect against lost fingerprints and to update information.
- Provide Live-Scan technicians and Live-Scan machines.
- Provide 24 hours/day and 7 days/week management staff to resolve critical issues.
- Perform ongoing fingerprinting services Monday thru Friday 8:00 a.m. – 5:00 p.m., with option to extend service hours and days during the peak season of July 15 thru September 15 at a location designated by the Board.
- Provide qualified staff of fully trained Live-Scan technicians and support technicians.

- Provide training services to Board employees.
- Provide actual and significant experience capturing and electronically transmitting fingerprints.
- Assure turnaround time results from the ISP and the FBI with ten (10) business days, including monitoring delays and notification to Board of cause of delay in fingerprint results.
- Provide monthly reports pertaining to the number of persons fingerprinted; submit payment to the ISP and the FBI for their services rendered.
- Repeat the performance of any fingerprinting services(s) at no cost to the Board in any and all instances in which ISP cannot read or interpret the results(s) of the fingerprinting and/or in which the results are inconclusive.
- Work with ISP to electronically transmit fingerprint results to the Board.
- Provide the Board with the number of fingerprints processed each month to be billed monthly.
- Process 800-1000 fingerprints per month and handle volume during peak season (up to 2000 fingerprints).
- Lease fingerprint machines to the CPS, maintain and repair leased machines during the term of the contract, deliver and install leased machines as indicated by the Board, and provide all necessary insurance coverage for the leased machines.

DELIVERABLES: Consultant will 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 (including leasing, setup and maintenance); \$35.00 per hour for a second technician if needed, and training as determined by the Department of Human Resources at a cost of \$1,000.00/day of training session. The payments will be paid monthly upon invoicing; total payment during the contract period shall not exceed the sum of ~~\$300,000.00~~ \$500,000.00.

REIMBURSABLE EXPENSES: None.

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: The M/WBE goals for this contract include: 35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE.

However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the vendor has demonstrated reasonable good faith efforts.

The vendor has, however, identified and scheduled the following firms and percentages:

Total MBE 98.3%

Total 94.1 % African American:

Art's Enterprises
\$470,500.00

409 W. Huron, #500, Chgo., IL 60610
Reapplied 6/5/02

Total 3.5% Hispanic:

Cultural Communications 4701-F S. Woodlawn, Chgo., IL 60615
\$17,500.00 Certified through 4/1/03

Total .7% Asian:

Techserv Corp. 4513 Lincoln Ave. #106B, Lisle, IL 60532
\$3,500.00 Reapplied 7/1/02

Total WBE 1.7%:

Creative Edge 3606 N. New England, Chgo., IL 60634
\$8,500.00 Applied 7/8/02

As a condition of the approved waiver, the vendor has agreed to enter into the Mentor Protégé Program.

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

FINANCIAL: Charge to the Department of Human Resources: \$300,000.00 +\$200,000.00 Fiscal Year: 2003 - 2004

Budget Classification:		Source of Funds:	
0710-210-000-1010-5410	\$ 75,000.00	FY03	General Funds
0710-270-000-1405-5410	\$100,000.00	FY03	Lunchroom Funds
0710-239-699-1406-5410	\$ 75,000.00	FY03	Misc. Federal/State Grant Funds
0710-210-000-1010-5410	\$ 50,000.00	FY04	General Funds
<u>0710-270-000-1405-5410</u>	<u>\$100,000.00</u>	<u>FY04</u>	<u>Lunchroom Funds</u>
<u>0710-239-821-1405-5410</u>	<u>\$100,000.00</u>	<u>FY04</u>	<u>Title IIA Teacher Quality</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.

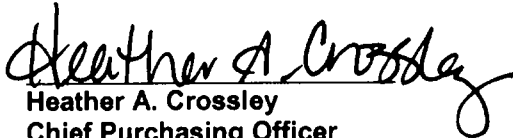
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their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

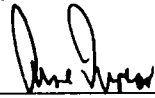
Ethics - The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:


Heather A. Crossley
Chief Purchasing Officer

Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation:


John Maiorca
Chief Financial Officer

Approved as to legal form: 


Ruth Moscovitch
General Counsel