

January 25, 2006

06-0125-PR20

**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 at a cost not to exceed \$550,630.00. Consultant was selected on a competitive basis pursuant to Board Rule 5-4.1. 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 the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**Specification No.:** 05-250161

**Contract Administrator:** Charlita Fain  
(773) 553-2259

**CONSULTANT:** Art's Investigations and Security Inc.  
409 West Huron, Suite 500  
Chicago, IL 60610  
(312) 932-9999  
Contract Person: Art Smith, President  
Vendor # 29465

**USER:** Department of Human Resources  
125 S. Clark Street  
Chicago, IL 60603  
Contact Person: Monica Rosen  
773-553-1076

**TERM:** The term of this agreement shall commence on February 25, 2006 and shall end February 24, 2007. This agreement shall have (2) two options to renew for periods of twelve (12) months each with the cost of each option period not to exceed \$550,630.00.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days 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 Investigations (FBI).
- Archive fingerprint records for Twelve (12) months on each person to protect against lost fingerprints and to update information.
- Provide live-scan equipment that is certified and/or licensed with the State of Illinois as required by the State of Illinois Police Department.
- Provide qualified staff that are fully trained on live-scan machines and provide documented proof of training. Service of equipment must be provided by an authorized certified technician.
- Provide 24 hour/day and 7 days/week management staff to resolve critical issues and perform ongoing fingerprinting services Monday thru Friday 8:00 a.m. – 5:00 p.m. with option to extend service hours and days during peak season of July 15<sup>th</sup> thru September 15<sup>th</sup> at a location designated by the Board.
- Provide management staff that includes but are not limited to providing round the clock support and accessibility toward resolving any and all critical fingerprint issues; to act as a liaison between ISP and FIB, to advocate for any delayed or outstanding prints; and provide monthly written reports pertaining to the number of persons fingerprinted and submission of payment to both ISP and FBI.
- Perform ongoing fingerprinting services at locations designated by the Board.
- Provide trained qualified staff of fully trained Live-Scan technicians and support technicians.
- Provide training services to Board employees.

- A minimum of seven (7) years experience in capturing electronically transmitted fingerprints and/or substantial relevant work experience with Chicago Public Schools or other public agencies
- Assure turnaround time results from the ISP and the FBI, within (10) ten business days, including monitoring delays to the ISP and the FBI for their services rendered.
- Provide the Board with the number of fingerprints processed each month to be billed monthly.
- Repeat the performance of any fingerprinting service(s) at no cost to the Board in any and all instances in which ISP cannot read or interpret the result(s) of the fingerprinting and /or in which the results are inconclusive.
- Work with ISP to electronically transmit fingerprint results to the Board. Notify the Board in a timely fashion where a fingerprint is delayed, error within system, or improper transmission to the ISP and /or FBI.
- Provide capability of processing 800-1000 fingerprints per month and handling increased volume during peak season (up to 2000 fingerprints).
- Leased machines will be delivered and installed by the consultant, at its sole expense, in such location as directed by the Board's designated representative.
- Consultant will provide all necessary insurance coverage for the leased machines.
- Consultant must maintain and repair the leased machines during the term of the contract.

**DELIVERABLES:** Consultant will process fingerprints and forward to the appropriate entities for criminal background checks for 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 and training as determined by the Department of Human Resources at a cost of \$210.00 per day. The payments will be paid monthly upon invoicing; total payment shall not exceed the sum of \$550,630.00.

**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:** This contract is in full compliance with the goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan). The M/WBE participation goals for the contract include: 26% total MBE and 5% total WBE.

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

**Total MBE% - 26%**

Art's Enterprises – (AA)  
36 S. Wabash Avenue  
Suite 1510  
Chicago, Illinois 60605

certified through 01/01/2006

**Total WBE% - 5%**

Anchor Enterprises  
515 N. State Street  
Suite 2800  
Chicago, Illinois 60610

certified through 05/01/2006

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

<b>FINANCIAL:</b> Charge to the Department of Human Resources:	\$229,238.00	Fiscal Year: 2006
	\$321,392.00	Fiscal Year: 2007
		Source of Funds:
Budget Classification:	0710-210-000-1413-5410	General
	0710-270-000-1413-5410	Lunchroom Funds
	0710-253-859-1413-5410	Title II –Teacher Quality

**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 June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board’s Ethics Code adopted June 23, 2004 (04-0623-PO4), 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:**

**Approved:**

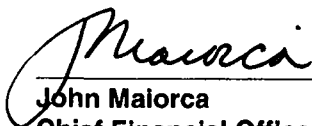


**Heather A. Obora**  
**Chief Purchasing Officer**

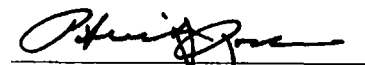


**Arne Duncan**  
**Chief Executive Officer**

**Within Appropriation:**

  
**John Maiorca**  
**Chief Financial Officer**

**Approved as to legal form:** 

  
**Patrick Rocks**  
**General Counsel**