

AMEND BOARD REPORT 07-0124-PR21
**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT
WITH ACCURATE BIOMETRICS, INC., D/B/A ART'S INVESTIGATIONS
FOR FINGERPRINTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Accurate Biometrics, Inc., d/b/a Art's Investigations to provide fingerprinting services to the Department of Human Resources at a cost for the option period not to exceed ~~\$550,630.00~~ \$880,840.00. 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 document. 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 option is stated below.

This amendment is necessary to increase the compensation amount by \$330,210.00 and to change the end date of the agreement to June 30, 2008. This increase is due to a) 2,000 annual anticipated fingerprints for miscellaneous employees at an additional cost of \$110,000.00 b) changing the ending date to include an additional four months at an additional cost of \$220,210.00. This amendment is also necessary to establish the maximum compensation for the final option period, if exercised. Extending the term will allow the term of this agreement to coincide with the Chicago Public Schools fiscal year calendar. A written amendment to the renewal agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of this amended Board Report.

Specification No.: 05-250161

CONSULTANT: Accurate Biometrics, Inc., d/b/a Art's Investigations
4849 N. Milwaukee Avenue – #101
Chicago, IL 60630
(312) 932-9999
Contract Person: Jim Critchfield
Vendor # 98972

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

ORIGINAL AGREEMENT: The original Agreement (authorized by Board Report 06-0125-PR20) in the amount of \$550,630.00 is for a term commencing February 25, 2006 and ending February 24, 2007, with the Board having two options to renew for one year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1. The Agreement was amended (authorized by Board Report 06-0322-PR10) to correct Consultants name and to accurately reflect corporate ownership.

OPTION PERIOD: The term of this agreement is being extended for ~~one year~~ sixteen months commencing February 25, 2007 and ending ~~February 24, 2008~~ June 30, 2008.

OPTION PERIODS REMAINING: There is one option period for one year remaining. This option period shall not exceed the amount of \$660,630.00.

SCOPE OF SERVICES: Consultant will continue to 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 15th thru September 15th 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) including miscellaneous employees.
- 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 continue to 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 during this option period 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~~ \$880,840.00.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written option document and amendment. Authorize the President and Secretary to execute the option document and amendment. Authorize the Chief Human Resources Officer to execute all ancillary documents required to administer or effectuate this option 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 South Wabash, Suite 1310
Chicago, Illinois 60605 certified through 06/01/2007

Magnetic Office Products (AA)
20 East Jackson Blvd.
Chicago, Illinois 60604 certified through 04/01/2007

Omotosho & Associates (AA)
1525 East 53rd Street, Suite 620
Chicago, Illinois 60615 certified through 10/01/2007

Golden Press Printing (A)
5940 North Milwaukee Ave.
Chicago, Illinois 60646 certified through 10/01/2007

Total WBE – 5%

Anchor Enterprises
515 North State Street, Suite 2800
Chicago, Illinois 60610 certified through 04/01/2008

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

FINANCIAL: Charge to the Department of Human Resources: ~~\$550,630.00~~ \$880,840.00

Fiscal Year: 2007- 2008

Budget Classification: 11070-115-54125-264203-000000
(0913-210-000-1406-5410)

Source of Funds: General

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.

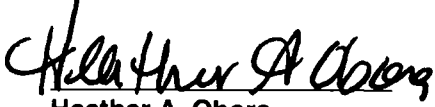
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their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


Heather A. Obora
Chief Purchasing Officer


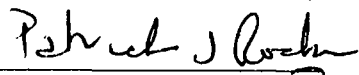
Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation:


John Maiorca
Chief Financial Officer

Approved as to legal form:



Patrick J. Rocks
General Counsel