

AMEND BOARD REPORT 09-0527-PR32
APPROVE ENTERING INTO AN AGREEMENT WITH ACCURATE BIOMETRICS FOR FINGERPRINTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Accurate Biometrics to provide fingerprinting services to the Department of Human Resources at a cost not to exceed ~~\$650,000~~ **\$1,300,000.00**. 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.

This amendment is necessary to change the dollar amount from \$650,000.00 to \$1,300,000.00. The dollar amount should have originally been \$650,000.00 per year for a total of \$1,300,000.00 for the initial two year agreement. A written amendment to this agreement is required. No payment above the original authorized amount shall be made prior to execution of the written amendment. The authority granted herein shall automatically rescind in the event that the amendment is not executed within 90 days of the date of this amended Board Report.

VENDOR:

- 1) Vendor # 98972
ACCURATE BIOMETRICS, INC
4849 N. MILWAUKEE AVE., STE 101
CHICAGO, IL 60630
Jim Critchfield
312-932-9999

USER:

Office of Human Capital
125 South Clark Street
Chicago, IL 60603

Contact : Veenu Verma
Phone: 773-553-6723

TERM:

The term of this agreement shall commence on July 1, 2009 and shall end June 30, 2011. This agreement shall have one option to renew for a period of twelve months.

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 services:

- I. Human Resources' Fingerprinting Process which shall include:

Electronic transmission of fingerprints to the Illinois State Police (ISP) and the Federal Bureau of Investigations (FBI) within twenty-four (24) hours of an individual's fingerprints having been taken.

Archive fingerprinting and all related records for twelve (12) months for each person fingerprinted.

Provide 24 hours/day and 7 day/week management staff to resolve critical issues including, but not limited, to providing round the clock support and accessibility toward resolving and all critical fingerprinting issues; to act as a liaison between ISP and FBI, to advocate for any delay or outstanding prints; and provide monthly written reports in such form and format as shall be designated by the Board pertaining to the number of persons fingerprinted and submitted and the results thereof.

Repeat the performance of any fingerprinting service(s) at no cost to the Board in any and all instances in which ISP or FBI cannot read or interpret the result(s) of the fingerprinting and/or in which the results are inconclusive.

II. Vendor Management's Fingerprinting Process which shall include:

Fingerprinting of employees of Vendors of the Board (Board Vendor).

Such Board Vendor shall send employees to Consultant's site to be fingerprinted. Fingerprint results shall be sent from ISP/FBI to Consultant, using the Board's third ORI number.

Upon written request from ISP, Consultant shall provide to ISP a detailed report outlining each FBI outsourcing requirement that applies to them and provide a corresponding statement explaining how the Consultant has met the requirements.

Consultant shall notify the Board Vendor whether employee is cleared to work and shall also notify the Board's Department of Procurement and Contracts (PC) Vendor Management Office and any other appropriate Board office, as directed.

DELIVERABLES:

Consultant will provide the following deliverables:

Provide Live-Scan Machines. The equipment must be certified and/or licensed with the State of Illinois as required by the State of Illinois Police Department. Provide fully trained staff having all certifications required by the ISP or FBI and on Live-Scan Machines and provide documented proof of training and certification to the Board in such format as requested by the Board. Service of equipment must be provided by an authorized certified technician.

Provide the Board with the number of fingerprints, sorted by Originating Agency Identification Number (ORI) and category, processed each month to be billed monthly.

Consultant shall send a monthly report to PC, listing all Board Vendor employees who were fingerprinted in order to provide services to the Board, along with cleared/denied statuses and Board Vendor company names.

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 and vendor screening process.

COMPENSATION:

Consultant shall be paid as set forth in the agreement; total not to exceed the sum of ~~\$650,000~~ \$1,300,000.00.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. 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 Remedial Program for Minority and Women Owned Business Participation in Goods and Services Contracts. The M/WBE goals for this agreement are: 25% total MBE and 5% total WBE participation.

The vendor has scheduled the following firms:

Total MBE - 25%

Anchor Enterprise, Inc. (AA)
5139 South University Avenue
Chicago, Illinois 60615
Contact: Violet Clark

Omosho & Associates, LLC (AA)
1525 East 53rd Street, Suite 620
Chicago, Illinois 60615
Contact: Akin Omosho

Total WBE - 5%

Golden Press Printing, Inc.
5940 North Milwaukee Avenue
Chicago, Illinois 60646
Contact: Alberto Co

Tribune Products Company
5719 West Howard Street
Niles, Illinois 60714
Contact: Cindy Day

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Department of Human Resources: ~~\$650,000~~ \$1,300,000.00
Funds: General Funds

11070-115-54125-264203-000000-2010 \$650,000.00

11070-115-54125-264203-000000-2011 \$650,000.00

CFDA# : Not Applicable

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.

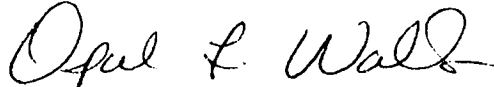
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



OPAL L. WALLS
Chief Purchasing Officer

Approved:



RON HUBERMAN
Chief Executive Officer

Within Appropriation:



DIANA S. FERGUSON
Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel