

AMEND BOARD REPORT 18-0523-PR21
AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH ACCURATE BIOMETRICS FOR FINGERPRINTING SERVICES FOR CRIMINAL BACKGROUND CHECKS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Accurate Biometrics to provide fingerprinting services for criminal background checks to the Office of Safety and Security at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Accurate Biometrics during the option period prior to execution of the written document. The authority granted here in shall automatically rescind in the event a written document is not executed within 90 days of the date of this amended Board Report. Information pertinent to this option is stated below.

This July 2018 amendment is necessary to change the dollar amount from \$550,000 to \$3,550,000.

Contract Administrator : Hayes, Ms. Deirdre N / 773-553-3226

VENDOR:

- 1) Vendor # 98972
 ACCURATE BIOMETRICS, INC
 4849 N. MILWAUKEE AVE., STE 101
 CHICAGO, IL 60630
 Peggy Critchfield
 773 685-5699

Ownership: Peggy Critchfield -100%

USER INFORMATION :

Project 10610 - School Safety and Security Office
 Manager: 42 West Madison Street
 Chicago, IL 60602
 Dabney, Mrs. Kimyatta Lencarole
 773-553-1588

PM Contact: 10610 - School Safety and Security Office
 42 West Madison Street
 Chicago, IL 60602
 Chou, Mrs. Jadine P.
 773-553-3044

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 15-0624-PR24) in the amount of \$1,500,000, was for a term commencing on July 1, 2015 and ending on June 30, 2018 with the Board having two (2) options to renew for one (1) year terms. The original agreement was amended in May 2018 to increase the not to exceed amount from \$1,500,000 to \$2,000,000. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 1, 2018 and ending June 30, 2019.

OPTION PERIODS REMAINING:

There is one (1) option period remaining.

SCOPE OF SERVICES:

Vendor shall continue to:

- 1) Electronically transmit fingerprints to the Illinois State Police (ISP) and the Federal Bureau of Investigation (FBI) within twenty-four (24) hours or one (1) business day of obtaining an individual's fingerprints.
- 2) Vendor shall archive fingerprinting and all related records for twelve (12) months for each individual's fingerprints. After the initial period of twelve (12) months, the Board shall own all archived fingerprinting and related records for each individual's fingerprints.
- 3) Provide 24 hours/day and 7 days/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;
- 4) Act as a liaison between ISP and FBI, to resolve any delayed 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.
- 5) Vendor shall repeat the performance of any fingerprinted 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.
- 6) Upon written request from ISP, Vendor shall provide to ISP a detailed report outlining each FBI outsourcing requirement that applies to them and provide a corresponding statement explaining how the Vendor has met the requirements.

DELIVERABLES:

Vendor will continue to provide the following deliverables:

Consultant will continue to provide fully trained staff having all certifications required by the ISP and 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.

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

Vendor shall continue to 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. When requested by CPS at a location and time, Live-Scan Machines that are certified and/or licensed with the State of Illinois as required by the State of Illinois Police Department.

OUTCOMES:

Vendor's services will continue to 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:

Vendor shall be paid as specified in their renewal agreement; total compensation not to exceed ~~\$550,000~~ \$3,550,000 for the one (1) year renewal term.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Officer of Safety and Security to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), this contract is in full compliance with Business Diversity goals of 30% MBE and 7% WBE as the Prime vendor is 100% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Office of Safety and Security, Unit 10610

FY19: ~~\$550,000~~ \$3,550,000

Future year funding is contingent upon budget appropriation and approval.

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 May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

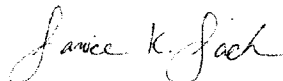
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



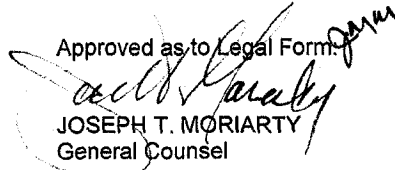
JONATHAN MAPLES
Chief Procurement Officer

Approved:



JANICE K. JACKSON
Chief Executive Officer

Approved as to Legal Form



JOSEPH T. MORIARTY
General Counsel