

AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH ACCURATE BIOMETRICS, INC. FOR FINGERPRINTING SERVICES FOR CRIMINAL BACKGROUND CHECKS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Accurate Biometrics, Inc. 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 extension document is currently being negotiated. No payment shall be made to Vendor during this extension period prior to execution of their 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 extension is stated below. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on February 4, 2020 and approved by the Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on February 2, 2020, found here: cps.edu/procurement. The item will remain on the Procurement website until the March 25, 2020 Board Meeting. This process complies with the independent consultant's recommendations for sole source procurements and the Board's "Single/Sole Source Committee Charter."

Contract Administrator : Washington, Ms. Nealean T / 773-553-2273

VENDOR:

- 1) Vendor # 98972
ACCURATE BIOMETRICS, INC
500 PARK BOULEVARD, STE 1260
ITASCA, IL 60143

Peggy Critchfield
773 685-5696

Ownership: Peggy Critchfield - 100%

USER INFORMATION :

Project
Manager: 10610 - School Safety and Security Office

42 West Madison Street

Chicago, IL 60602

Dabney, Mrs. Kimyatta Lencarole

773-553-1588

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 November 2017. The original agreement was awarded on a competitive basis pursuant to former Board Rule 7-2. The maximum compensation amount was increased from \$1,500,000 to \$2,000,000 pursuant to Board Report

18-0523-PR20. The first renewal Agreement (authorized by Board Report 18-0523-PR1) in the amount of \$550,000, was for a term commencing on July 1, 2018 and ending on June 30, 2019 with the Board having one (1) option to renew for a one (1) year term. The maximum compensation amount was increased from \$550,000 to \$3,550,000 pursuant to Board Report 18-0725-PR14. The second renewal Agreement (authorized by Board Report 19-0424-PR6) in the amount of \$1,600,000, was for a term commencing on July 1, 2019 and ending on June 30, 2020. The original agreement was awarded on a non-competitive basis: the single-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

EXTENSION PERIOD:

The term of this agreement is being extended for one (1) year commencing July 1, 2020 and ending June 30, 2021.

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 during this one (1) year extension as set forth in the extension document; estimated annual costs are set forth below:
\$1,474,330 FY21

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the 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 the 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

\$1,474,330 FY21

Not to exceed \$1,474,330 for the one (1) year term.

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.

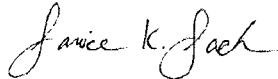
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:

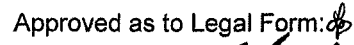


JONATHAN MAPLES
Chief Procurement Officer

Approved:



JANICE K. JACKSON
Chief Executive Officer

Approved as to Legal Form: 



JOSEPH T. MORIARTY
General Counsel