

**APPROVE ENTERING INTO AN AGREEMENT WITH ACCURATE BIOMETRICS FOR  
FINGERPRINTING EQUIPMENT AND SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Accurate Biometrics to provide fingerprinting equipment and services to the Talent Office and the Department of Procurement and Contracts at a total cost not to exceed \$1,300,000.00. Consultant was selected on a competitive basis pursuant to Board Rule 5-4.1(Specification No: 12-250021). 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 Number : 12-250021

Contract Administrator : Knowles, Miss Demetra / 773-553-2280

**VENDOR:**

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

**USER INFORMATION :**

Project 11010 - Office of Human Capital  
Manager: 125 S Clark St - 2nd Floor  
Chicago, IL 60603  
Tiefenthaler, Ms. Kristine C.  
773-553-1070

**TERM:**

The term of this agreement shall commence on July 1, 2012 and shall end June 30, 2014 with one (1) option to renew for a period of one (1) year under the same terms and conditions as the original contract.

**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. Talent Office Fingerprinting process which shall include:

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.

Consultant 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.

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; to 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. Consultant 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.

II. Department of Procurement and Contracts Fingerprinting process 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:

Live-Scan Machines that are certified and/or licensed with the State of Illinois as required by the State of Illinois Police Department. Consultant will 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.

Consultant shall 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 \$1,300,000.00.

**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 Talent 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.

**Total MBE - 25%**

Golden Press Printing  
5940 North Milwaukee Avenue  
Chicago, IL 60646  
Contact: Albert Co

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

**Total WBE - 75%**

Accurate Biometrics  
4849 N. Milwaukee Ave., Suite 101  
Chicago, IL 60630  
Contact: Peggy Critchfield

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to the Talent Office: \$1,300,000.00  
Fiscal Year: 2013-2014

11070-115-54125-264502-000000-2013	\$650,000.00
11070-115-54125-264502-000000-2014	\$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 May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

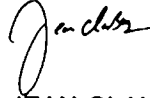
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



SÉBASTIEN de LONGEAUX  
Chief Procurement Officer

Approved:



JEAN-CLAUDE BRIZARD  
Chief Executive Officer

Within Appropriation:



DAVID G. WATKINS  
Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS  
General Counsel