

AUTHORIZE A NEW AGREEMENT WITH ACCURATE BIOMETRICS FOR FINGERPRINTING SERVICES FOR CRIMINAL BACKGROUND CHECKS

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new 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. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their 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.

Contract Administrator : Kamberos, Ms. Sophia / 773-553-3290

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
Manager: 10610 - School Safety and Security Office

42 West Madison Street

Chicago, IL 60602

Bond, Mr. Brian D.

773-553-3011

TERM:

The term of this agreement shall commence on July 1, 2015 and shall end on June 30, 2018. This agreement shall have two (2) options to renew for one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendor shall:

- 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 provide the following deliverables:

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. 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.

Vendor 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.

Vendor 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:

Vendors 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:

Vendor shall be paid as specified in its respective agreement; total compensation not-to-exceed \$1,500,000 for the three (3) year term of the contract.

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 Chief Safety and Security 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 Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this contract include: 25% total MBE and 5% total WBE participation.

The Vendor has scheduled the following:

TOTAL MBE-25%
Golden Press Printing
5940 North Milwaukee Avenue
Chicago, IL 60646
Contact: Albert Co
Ownership: Albert Co-At Least 51%

Tribune Products Company
5719 West Howard Street
Niles, IL 60714
Contact: Cindy Day
Ownership: Cindy Day-67%

Total WBE - 5%
Accurate Biometrics
4849 N. Milwaukee Ave., Suite 101
Chicago, IL 60630
Contact: Peggy Critchfield

Ownership: Peggy Critchfield

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Office of Safety and Security, Unit 10610
FY16: \$500,000
FY17: \$500,000
FY18: \$500,000
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.

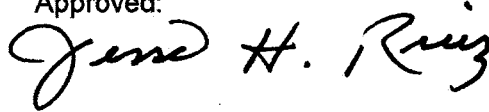
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



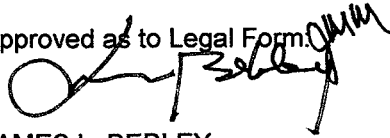
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



JESSE H. RUIZ
Interim Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY
General Counsel