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FINGERPRINTING SERVICES AGREEMENT
(Accurate Biometrics, Inc.)

This FINGERPRINTING SERVICES AGREEMENT ("**Agreement**") is effective as of the 1st day of July, 2012 ("**Effective Date**"), and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate (the "**Board**") and Accurate Biometrics, Inc. ("**Vendor**").

RECITALS

- A. The Board desires that Vendor render certain fingerprinting services more fully described herein; and
- B. Vendor has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Board.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing on the Effective Date and ending on June 30, 2014, ("**Term**"), unless terminated sooner as provided herein. By written agreement and subject to Board approval, the parties shall have one (1) option to renew this Agreement for a period of one (1) year.
3. **Scope of Services and Delivery of Materials:**
 - A. **Scope of Services:** Vendor agrees to provide the services set forth on Exhibit A ("**Services**"), in accordance with the terms and conditions of this Agreement. "**Services**" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Vendor's fees, shall be documented by a written amendment to this Agreement signed by both parties.
 - B. **Delivery of Materials:** If Vendor is also providing goods, supplies or other materials (collectively, "**Materials**") under this Agreement, then the following provisions shall apply:
 - (i) **Purchase Orders:** Orders must be on the Board's Standard Purchase Order Form. The pre-printed terms and conditions found on the Board's Purchase Order shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in this Agreement.
 - (ii) **Lease of Products:** If the Vendor is leasing any products ("**Products**") to the Board under this Agreement, then the following provisions shall apply:
 - (a) **Supply of Products:** Vendor agrees to lease and supply the Products in a safe, thorough and timely manner. All Products shall be leased and supplied in accordance with the terms and provisions of this Agreement and to the satisfaction of the Board's Human Resources Employee Services Officer ("**Officer**") or Human Resources Employee Services Manager ("**Manager**").
 - (b) **Quantity:** The Board assumes no obligation hereunder to lease or purchase any quantity of Products other than those identified on a Purchase Order

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("PO") issued by the Board.

- (c) **Failure to Deliver Shipment:** If Vendor fails to deliver the Products within twenty (20) days of Vendor's receipt of such PO, the Board may, at the Board's sole discretion, either i) grant Vendor additional time as mutually agreed upon in writing or ii) terminate the applicable PO, whereupon the Board shall have no liability and/or obligation in regard to such PO.
 - (d) **Right of Inspection and Acceptance:** Upon installation, the Board reserves the right to inspect the Products and to perform any test the Board deems necessary to adequately demonstrate that the Products meet all of the required specifications before accepting the Products.
 - (e) **Return of Products:** Vendor shall be responsible for shipping charges for all Products being shipped for return, exchange, or replacement. Vendor shall assume all risk of loss to Products being shipped to the Board for return, exchange or replacement and shall insure the Products in case of loss or damage.
- (iii) **Packaging and Shipment and Risk of Loss:** Vendor shall package and ship all Materials in a commercially reasonable manner. All shipments shall be F.O.B. destination (as indicated on the Board's Purchase Order or some other written notification) with freight and insurance prepaid. The Board may request that shipment be made to any location that the Board designates as a Chicago Public School or a CPS facility. Any and all deliveries made to a Chicago Public School shall occur between the hours of 8:00 a.m. – 2:30 p.m. and Vendor shall advise carrier of this restriction. **It is understood and agreed that the Board shall have no liability for any insurance charges not incorporated in the prices quoted, and that freight charges shall be limited to those specified in this Agreement.** The Board may adjust the Purchase Order shipping destination any time up to ten (10) business days prior to shipment. The risk of loss and damage to Materials ordered by the Board shall pass to the Board only after delivery to the destination designated by the Board. Time is of the essence to the delivery of all Materials ordered hereunder.
- (iv) **Uniform Commercial Code:** In the absence of a governing provision under this Agreement or should any provision of this Agreement be construed by a court of competent jurisdiction as vague, the corresponding provision of the Uniform Commercial Code, Article 2, shall apply.
- C. **Survival:** The provisions of this Section 3 shall survive the expiration or termination of this Agreement.
5. **Compensation:** The total maximum compensation payable to Vendor pursuant to this Agreement shall not exceed **One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00)** ("**Total Maximum Compensation**"), with no reimbursement for expenses and at the prices identified in **Exhibit A**. Vendor is not entitled to any payment nor is the Board obligated to pay Vendor any amount solely by virtue of entering into this Agreement. In the event of early termination of this Agreement, the Board shall only be obligated to pay for Services rendered and Products delivered up to the date of termination. In no event shall the Board be liable for the cost of Services performed or Products delivered after the effective termination or expiration date of this Agreement. The maximum payment amount for any renewal shall be based upon the fixed prices identified in **Exhibit A** and during the Term of this Agreement.
6. **Standards of Performance:** Vendor shall devote, and shall cause all of its staff and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services and provide any and all goods and deliverables hereunder

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effectively, efficiently and consistent with the best interests of the Board and to the satisfaction of the CPO of the Board. Vendor shall retain and utilize sufficient staff to assure the most effective and efficient performance of Services and shall utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and perform the Services in the best way and in the most expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. Vendor acknowledges and accepts a relationship of trust and confidence with the Board and agrees to cooperate with the Board, and all other persons or entities which may be retained by the Board, in performing Services to further the best interests of the Board.

7. **Personnel:**

- A. **Adequate Staffing:** Vendor must assign and maintain during the terms of this Agreement and any renewal of it, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Vendor must include among its staff the Key Personnel and positions, if any, as identified below. If the Board determines, in its sole discretion, that any employee, subcontractor or other person providing Services hereunder for the Vendor is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct the Vendor to remove that person from performing Services under this Agreement.
- B. **Key Personnel:** This Agreement may list individuals of the Vendor who have particular expertise on which the Board is relying ("**Key Personnel**"). The Vendor may not reassign or replace Key Personnel without the written consent of the Board, which consent shall not be unreasonably withheld or delayed. If one or more Key Personnel terminate their employment with the Vendor or otherwise become unavailable for reasons beyond the Vendor's reasonable control, the Vendor shall promptly replace such person with another person with comparable training and experience, subject to the approval of the Board, which approval shall not be unreasonably withheld or delayed.

8. **Billing and Payment Procedures; Electronic Payments:**

- A. **Billing and Payment Procedures:** All invoices must include: a valid purchase order number, itemized description of the Services rendered or materials delivered, date the Services were rendered, date the materials were delivered, invoice date, and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services provided under this Agreement. Original invoices must be submitted to:

Chicago Public Schools
Accounts Payable
P.O. Box 661
Chicago, Illinois 60690-0661

- B. **Electronic Payments:** Vendor agrees that, at the Board's sole discretion, the Board may make payment electronically to Vendor for any and all amounts due to Vendor pursuant to this Agreement by means of the Board's procurement charge card account. Vendor recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Vendor further recognizes that, in the absence of

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any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Vendor agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement and Contracts.

9. **Non-appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify Vendor and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.
10. **Audit and Document Retention:** Vendor shall furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services. Vendor shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Vendor's Services under this Agreement. All records referenced above shall be retained for five (5) years after completion of Services and shall be subject to inspection and audit by the Board. Vendor shall include in all subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board the same right to inspect and audit said records as set forth herein.
11. **Termination:**
 - A. **Early Termination:** The Board may terminate this Agreement in whole or in part, without cause, at any time, by a notice in writing from the Board to Vendor in accordance with the notice provisions herein. The effective date of termination shall be thirty (30) calendar days from the date the notice is received or the date stated in the notice, whichever is later.

After notice is received, Vendor must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth herein in the provision regarding compensation and payment.

Vendor must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement.

Vendor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Vendor or the Board to the extent inconsistent with this provision.
 - B. **Suspension of Services:** The Board may, upon thirty (30) calendar days written notice, request that Vendor suspend Services in whole or part. Vendor shall promptly resume performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Vendor. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties.
 - C. **Vendor Events of Default:** Events of default ("Events of Default") include, but are not limited to, the following:
 - (i) Any material misrepresentation by Vendor in the inducement of this Agreement or the performance of Services.

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- (ii) Breach of any agreement, representation or warranty made by Vendor in this Agreement.
- (iii) Failure of Vendor to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to, the following:
 - (a) Action or failure to act which affects the safety and/or welfare of students or Board staff;
 - (b) Failure to perform in accordance with terms, conditions and specifications of this Agreement;
 - (c) Failure to provide any portion of the Services herein at the time fixed for performance and in the manner specified herein;
 - (d) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services due to a reason or circumstances within Vendor's reasonable control;
 - (e) Failure to perform the Services in a manner satisfactory to the Board;
 - (f) Failure to promptly re-perform Services within a reasonable time that were determined by the Board to be incomplete or unsatisfactory;
 - (g) Discontinuance of the Services for reasons not beyond Vendor's reasonable control; or
 - (h) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default.
- (iv) Default by Vendor under any other agreement Vendor may have with the Board.
- (v) Any action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff; and
- (vi) Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law.

D. **Remedies:** The occurrence of any Event of Default which Vendor fails to cure within thirty (30) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within thirty (30) calendar days after notice, Vendor fails to commence and continue diligent efforts to cure, in the sole opinion of the Board, may permit the Board to declare Vendor in default. Whether to declare Vendor in default is within the sole discretion of the Board. Written notification of an intention of the Board to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Vendor's receipt of such notice. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- (i) The right to take over and complete the Services or any part thereof, by agreement or otherwise as agent for and at the cost of Vendor either directly or through others. The Vendor shall be liable to the Board for any excess costs incurred by the Board. Any amount due Vendor under this Agreement or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board.
- (ii) The right to terminate this Agreement, in whole or in part, as to any or all of the Services yet to be performed effective at a time specified by the Board.
- (iii) The right to suspend Services during the thirty (30) day cure period if the default results from Vendor's action or failure to act which affects the safety and/or welfare of students or Board staff.
- (iv) The right to specific performance, an injunction or any other appropriate equitable remedy.
- (v) The right to receive from Vendor any and all damages incurred as a result or in consequence of an Event of Default.
- (vi) The right to money damages.
- (vii) The right to withhold all or part of Vendor's compensation under this Agreement.

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- (viii) The right to deem Vendor non-responsible in future agreements to be awarded by the Board.

If the Board considers it to be in its best interest, it may elect not to declare Vendor in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Vendor to continue to provide the Services despite one or more Events of Default, the Vendor shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights.

The remedies under this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

- E. **Turnover of Documents and Records.** Upon demand of the Board after termination of this Agreement for any reason or the expiration of this Agreement by its terms, Vendor shall turn over to the Board or its designee within three (3) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work analyses, data, computer disks, documents and any other information relating in any way to this Agreement or the performance or furnishing of Services, except that Vendor may keep a copy of such information for its own records.

12. **Confidential Information, Dissemination of Information, Ownership, Survival:**

- A. **Confidential Information:** In the performance of this Agreement, Vendor may have access to or receive certain information that is not generally known to others ("Confidential Information"). Vendor acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, information relating to health records, and other information of a personal nature. The following information will always be deemed to be Confidential Information: student information (e.g., student names, student demographic information, student academic information, student test data and student discipline history), and employee information (address, phone number, and social security number). Vendor shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Contract ("Work Product") without the prior written consent of the Board. Vendor shall use at least a commercially reasonable standard of care in the protection of the Confidential Information of the Board. Upon the expiration or termination of this Contract, Vendor shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Board along with all copies thereof in its possession including copies stored in any computer memory or storage medium.
- B. **Dissemination of Information:** Vendor shall not disseminate any information obtained in performance or delivery of Services and/or Materials for the Board to a third party without the prior written consent of the Board. Vendor shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services and/or Materials, except as may be required by law or with the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information and/or Work Product which may be in Vendor's possession as a result of Services and/or Materials provided under this Contract, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor

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shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Vendor shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Vendor under this Contract.

- C. **Ownership:** Vendor agrees that, to the extent permitted by law, any and all Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* To the extent any Work Product does not qualify as a "work for hire," Vendor irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and Work Product shall at all times be and remain the property of the Board. Vendor shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of this Contract within three (3) business days of demand. In addition, Vendor shall return the Board's data in the format requested by the Board. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.
- D. **Injunctive Relief:** In the event of a breach or threatened breach of this Section, Vendor acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Vendor agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.
- E. **Freedom of Information Act:** Vendor acknowledges that this Contract and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Contract is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Contract shall be posted on the Board's Internet website.
- F. **Survival:** The provisions of this Section shall survive the termination or expiration of this 19.

13. **Representations and Warranties of Vendor:** Vendor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement:

- A. **Compliance with Laws:** Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, the Drug-Free Workplace Act, the Illinois Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>;
- B. **Licensed Professionals:** Services required by law or by this Agreement to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline;

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- C. **Good Standing**: Vendor, each of its members, if a joint venture or limited liability company, and each of its subcontractors, if any, have not been deemed by the Board's Chief Purchasing Officer to be in default under any other agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement, and have not been debarred under the Board's Debarment Policy during the three (3) year period immediately preceding the effective date of this Agreement;
- D. **Technical Accuracy**: Vendor warrants that all Services will be technically accurate and correct;
- E. **Authorization**: In the event Vendor is an entity other than a sole proprietorship, Vendor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Vendor;
- F. **Financially Solvent**: Vendor warrants that it is financially solvent, is able to pay all debts as they mature, and is possessed of sufficient working capital to supply all Services and perform all obligations under this Agreement;
- G. **Gratuities**: No payment, gratuity, or offer of employment was made to or by Vendor, any of its members if a limited liability company or joint venture or, to the best of Vendor's knowledge, to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations;
- H. **Contractor's Disclosure Form**: The disclosures in the Contractor's Disclosure Form (or any ratification thereof) submitted by Vendor are true and correct. Vendor shall promptly notify the Board of any material change in the information set forth therein, including, but not limited to, change in ownership or control, and any such change shall be subject to Board approval, which shall not be unreasonably withheld;
- I. **Research Activities and Data Requests**: Vendor acknowledges and agrees that in the event Vendor seeks to conduct research activities in any Board school or use Board student data for research purposes, Vendor shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Vendor acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Performance Officer or their designee;
- J. **Ethics**: No officer, agent or employee of the Board is or will be employed by Vendor or has or will have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy (11-0525-PO2), adopted May 25, 2011, as may be amended from time to time, which policy is incorporated herein by reference as if fully set forth herein;
- K. **Intellectual Property**: In performance of the Services, Vendor will not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party, and will not improperly use any third party's confidential information; and shall have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all materials and products that it furnishes to the Board under this Agreement and can grant or assign all rights granted or assigned to the Board pursuant to this Agreement;
- L. **No Legal Actions Preventing Performance**: As of the date executed, Vendor has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality,

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domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Vendor's ability to perform its obligation under this Agreement;

- M. **Prohibited Acts:** Within the three (3) years prior to the effective date of this Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code; and
- N. **Warranty of Title:** The Services are free and clear from all liens, contracts, chattel mortgages or other encumbrances; that Vendor has the lawful right to dispose of and sell the Services and that Vendor shall warrant and defend its title against all claims.
- O. **General Product Warranty:**
- (i) Products shall be in good working order. Vendor warrants the Products against defects in workmanship, material and equipment for a period of two (2) years after delivery to the Board. If a defect in workmanship, material or equipment occurs, Vendor shall repair or replace such defect within forty-eight hours at no cost to the Board. Vendor represents and warrants that the Products and all replacement parts shall be compatible.
 - (ii) Said warranty is without additional cost to the Board. Vendor shall repair or replace, or shall cause to be repaired or replaced, all Products subject to this warranty. Notice and an explanation of circumstances concerning any claim that Products have proved defective in material or workmanship, or is not in working condition, shall be given by the Board to Vendor. Vendor shall then promptly correct the defect by adjustment, repair or replacement, at Vendor's expense and to the Board's reasonable satisfaction.
 - (iii) All of the foregoing shall be at Vendor's sole cost and expense and at no cost to Board. The Board shall also have the option to reject any malfunctioning Products and cancel any order for such and obtain a full refund or credit for any payment therefore within twenty (20) days of the date of installation. Products that are so replaced or repaired shall be warranted by Vendor for a minimum period of two (2) years from completion of repairs or replacement or the remainder of the original warranty, whichever is longer. Vendor shall be responsible for transportation charges for all shipments and delivery under this Section.
 - (iv) This warranty shall survive any inspection, acceptance, payment under the Agreement, expiration and/or termination of the Agreement.
 - (v) The Board may obtain extended maintenance services under the terms of the Agreement, at the Board's discretion, after each warranty has expired.
 - (vi) Only new, originally manufactured Products will be accepted by the Board. The Board will not accept any Products that have been refurbished, rebuilt, restored or renovated in any manner. Vendor must be able to provide genuine parts assemblies and /or accessories as supplied by the original equipment manufacturer (OEM), along with any necessary schematics or drawings to fulfill the contractual obligation. Products not produced by regular Production methods or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental. Vendor must be able to furnish original Product warranty and manufacturer's related services such as Product information and Product recall notices.

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- P. **Manufacturer Warranty:** Vendor shall assign to the Board the benefits of any manufacturer warranty of the Products and shall cooperate with the Board in securing any and all remedies of such warranty for the benefit of the Board.
- Q. **Software Warranty:**
- (i) Vendor represents and warrants that it has the lawful right, power, and authority to license all software that is used or purchased by the Board in connection with the Contract (the "Software").
 - (ii) Vendor represents and warrants that the Software shall perform on the Products as set forth in all documentation that is issued relative to the Products and the services (collectively, the "Documentation"). Vendor hereby assigns to Board the benefits of any manufacturer or developer warranty of the Software and shall cooperate with the Board in securing any and all remedies to such warranty for the benefit of the Board.
 - (iii) Vendor warrants that, from the date of acceptance in writing that all Products and Software included within any license will perform the functions described in the Documentation on any hardware/operating system combination on which Vendor has indicated that such software will perform such functions. Vendor confirms that each of the Products and Software described in the Contract will operate on the hardware/operating system described in the Contract. Licensor shall correct any failure of the Product and/or Software to perform in accordance with the Documentation.
 - (iv) Vendor warrants that the tapes, diskettes, and CD-ROM and other media on which the Software furnished shall be free from defects in materials and workmanship under normal use for ninety (90) days from the date of acceptance in writing.
 - (v) Vendor represents and warrants that Vendor will use commercially reasonable best efforts to ensure that the Software is free of Computer Viruses. Vendor will also maintain a master copy of the appropriate versions of the Software, free of Computer Viruses. If the Board believes a Computer Virus may be present in the delivered Software, Vendor shall provide the Board with a correction to the Board's copy of the Software or a similar alternative software at no charge to the Board.
 - (vi) Vendor represents and warrants that it will not, directly or through a third party, knowingly remove, alter, change or interface with any Software for the purpose or preventing Customer from utilizing such Software.
 - (vii) Vendor represents and warrants that it will not knowingly cause any Disabling Code to be incorporated into the Software.
- R. **Documentation Warranty:** Vendor warrants that the Documentation shall be kept current with the upgrades.
- S. **Standard for Criminal History Record Information:** Vendor shall be in compliance with the standards and processes for the interstate and Federal-State exchange of criminal history records for noncriminal justice purposes pursuant to Compact Council 28 CFR Part 906 and 907 and OMB Circular A-130, as may be amended from time to time.
- T. **Survival:** All warranties will survive inspection, acceptance payment, expiration and/or termination of the Agreement.

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14. **Independent Contractor:** It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's staff, agents, employees or subcontractors shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Vendor, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Vendor shall be the sole responsibility of Vendor. Vendor agrees that neither Vendor nor its staff or subcontractors shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.
15. **Indemnification:** Vendor agrees to indemnify and hold harmless the Board, its members, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including without limitation, costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Vendor, its officials, agents and employees and/or subcontractors in the performance of this Agreement.

In addition, Vendor will indemnify, hold harmless, and defend the Board from any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees and expenses) that the Services infringes, misappropriates, or otherwise violates any intellectual property (patent, copyright, trade secret or trademark) rights of a third party.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, Vendor shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Vendor of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Vendor, after receiving notice of any such proceeding, fails to promptly begin the defense of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Vendor was conducting the defense.

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Vendor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

16. **Non-Liability of Board Officials:** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to Vendor, its members if a joint venture, or any subcontractors.
17. **Insurance:** Vendor, at its own expense, shall procure and maintain insurance covering all Services

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under this Agreement, whether performed by Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements are:

- A. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all Vendor's employees, with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence. The workers' compensation policy shall contain a waiver of subrogation clause;
- B. **Commercial General Liability Insurance (Primary and Umbrella):** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense;
- C. **Automobile Liability Insurance:** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with any Agreement, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage;
- D. **Professional Liability Insurance:** If professional services are rendered, Vendor shall maintain such coverage with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim for errors and omissions in conjunction with professional services. The policy shall have a retroactive date effective with the commencement of professional services and have an extended reporting period of not less than two (2) years following completion of such professional services.
- E. **Additional Insured:** Vendor shall have its General and Automobile Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay Vendor for any Services if satisfactory proof of insurance is not provided by Vendor prior to the performance of any Services. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
125 S. Clark Street, 7th Floor
Chicago, Illinois 60603

Copy to: Chief Procurement Officer
Board of Education of the City of Chicago
125 S. Clark St., 10th Floor
Chicago, IL 60603
Attn: Demetra Knowles, CPPB

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Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Vendor's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. Vendor's failure to carry or document required insurance shall constitute a breach of the Vendor's Contract with the Board. In the event Vendor fails to fulfill the insurance requirements of this Contract, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or this Contract may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Vendor. Any insurance or self-insurance programs maintained by the Board do not contribute with insurance provided by the Vendor under this Contract.

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Contract. The Vendor shall require any subcontractors under this Contract to maintain comparable insurance naming the Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The Vendor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Vendor in no way limit the Vendor's liabilities and responsibilities specified within this Contract or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Contract, if any, or any limitation that might be placed on the indemnity in this Contract given as a matter of law.

The Vendor agrees that insurers waive their rights of subrogation against the Board.

Vendor must register with the insurance certificate monitoring company designated by the Board and indicated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Vendor must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may subject to change.

Each year, Board-approved, registered vendors will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) in order to submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company (see URL below). Should you have any questions on submissions and payment options, you can contact the certificate monitoring company.

Certificate Monitoring Company:

Topiary Communications Inc.
676 N. LaSalle - Suite 230
Chicago, IL 60654
Phone - (312) 494-5709

Email - dans@topiarycomm.net

URL - <http://www.cpsvendorcert.com> (designated website for online registration, insurance certificate submissions and annual fee payments)

18. **Non Discrimination:** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or the terms, conditions, or privileges of

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employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, handicap, marital status, parental status, military discharge status, or national origin; or to limit, segregate, or classify employees or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, handicap, marital status, parental status, military discharge status, or national origin. Vendor shall comply with the Civil Rights Act of 1964, as amended, 42 U.S.C.A. Section 2000, *et seq.*, the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.*, Section 504 of the Rehabilitation Act, 20 U.S.C.A. §701, *et seq.*, as amended, American With Disabilities Act, 42 U.S.C.A., §12101, *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-10, as amended, and the Chicago Human Rights Ordinance, MCC Ch. 2-160..

19. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns; provided, however, Vendor may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board.
20. **Entire Agreement; Amendments:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties.
21. **Continuing Obligation To Perform:** In the event of any dispute between Vendor and the Board, Vendor shall expeditiously and diligently proceed with the performance of all of its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.
22. **Survival/Severability:** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services by Vendor or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
23. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.
24. **Waiver:** No delay or omission, or series of delays or omissions, by the Board to exercise any right hereunder shall be construed as any type of waiver of any such right, and the Board reserves the right to exercise any such right from time to time as often as may be deemed expedient.
25. **Conflict of Interest:** This Agreement is not 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.
26. **Indebtedness:** Vendor agrees to comply with the Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.
27. **Inspector General:** Each party to this Agreement hereby acknowledges 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.

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28. **Right of Entry:** Vendor, and any of its officers, employees, or agents, performing services shall be permitted to enter upon the site in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board. The Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. The Vendor shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.
29. **Joint and Several Liability:** In the event that Vendor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof) then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such individual or other legal entity.
30. **M/WBE Plan:** Vendor acknowledges that it is familiar with the requirements of the Board's Remedial Plan for Minority and Women Business Economic Participation and agrees to comply with the provisions of such plan.
31. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE BOARD:

Board of Education of the City of Chicago
Office of Human Capital
125 South Clark Street, 2nd Floor
Chicago, Illinois 60603
Attn: Kristine Tiefenthaler

Copy to: General Counsel
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Fax: (773) 553-1701

IF TO VENDOR:

Accurate Biometrics, Inc.
4849 N. Milwaukee Ave., Suite 101
Chicago, IL 60630
Attn: Peggy Critchfield
Fax: (773) 685-5876

32. **Board Approval:** This Agreement is subject to approval of the members of the Chicago Board of Education.
33. **Debarment Policy:** Vendor acknowledges that, in performing the Services for the Board, Vendor shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: David J. Vitale
David J. Vitale, President

ACCURATE BIOMETRICS, INC.

By: Tebby A. Critchfield
Name: TEBBY A. CRITCHFIELD
Title: PRESIDENT

Attest: Estela G. Beltran 7/13/12
Estela G. Beltran, Secretary

Attest: Karen Bacha
Name: Karen Bacha
Title: Customer Acct. Specialist

Board Report No. 12-0627-PR42-1

Approved as to legal form: PKR
Patrick J. Rocks
Patrick J. Rocks, General Counsel

Attachments:
Exhibit A – Scope of Services

EXHIBIT A

SCOPE OF SERVICES

Board's Project Manager: Name: Gail Ratliff, HR Program Manager; **E-mail:** gratliff@cps.k12.il.us; **Phone:** 773-553-1385

Vendor's Project Manager: Name: Timothy Daniels, VP of Operations; **E-mail:** tdaniels@accuratebiometrics.com; **Phone:** 773-685-5696

A. SCOPE OF SERVICES

Vendor shall provide the following:

1. TALENT OFFICE FINGERPRINTING PROCESS

Vendor shall take fingerprints using Live-Scan machines at Board locations and Vendor's own Chicago metropolitan area locations.

- a) **Direct access with the Illinois State Police and the FBI:** 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.
- b) **Archiving System:** Vendor shall archive fingerprinting and all related records for twelve (12) months for each person Vendor fingerprints, in the event that the Board's Talent Office, Labor Relations, Inspector General's Office, or Legal Department may need access to the records. Vendor shall provide archived fingerprints within 24 hours of receiving a written request from the Board.
- c) **Digital Copy:** Vendor shall provide the Board's Talent Senior Manager, Staffing Services and Employee Services Manager with a copy of all fingerprint records taken in a given month in a secure format as requested by the Board by the 15th day of the following month.
- d) **Equipment:** Vendor shall provide Live-Scan Machines (Industry Standard). The equipment must be certified and/or licensed with the State of Illinois as required by the ISP.
- e) **Personnel:** Vendor shall provide fully trained staff and sufficient Live-Scan technicians meeting all certification requirements 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. Vendor shall provide sufficient Live-Scan technicians during high volume periods to ensure all individuals required by the Board to be fingerprinted are done so in a timely manner.
- f) **Management Staff:** Vendor shall provide 24 hours/day and 7 day/week management staff to resolve critical issues. Perform ongoing fingerprinting services Monday through Friday 8:30 a.m. – 5:00 p.m. with options to extend service hours and days during the peak season of July 15th through September 15th at a location designated by the Board, as well as with the option to perform fingerprinting services at the Vendor's site(s) during peak season. Expanded hours (7:30 a.m. – 6:30 p.m.) are required during the high volume months (July – September, and hereinafter referred to as "Peak Season").

Management functions include, but not limited to, providing round the clock support

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and accessibility toward resolving any and all critical fingerprint issues; to act as a liaison between ISP and FBI, to advocate for 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 or persons fingerprinted and submitted and the results thereof.

- g) **Equipment During Peak Season:** Vendor shall provide a second Live Scan Machine at no additional cost to the Board during Peak Season.
- h) **Turnaround Time:** Assure turnaround time results from the ISP and FBI, within three (3) business days, including monitoring delays and notification to the Board without cause of delay in fingerprint results.
- i) **Location:** Perform ongoing fingerprinting services at the Board's Employee Service Center location or location designated by the Board. If Vendor is outside of the Chicago city boundaries, Vendor is required to have a minimum of three (3) local facilities within the Chicago Metropolitan area.
- j) **File Format:** On a daily basis provide to the Board's Human Resource Information Technology (HRIT) (PeopleSoft) department a flat file using the Board's record layout and requirements. At a minimum, this text file shall include a unique Transaction Control Number ("TCN") (tracking number), Social Security Number ("SSN"), name and print date. Vendor shall encrypt the flat file and transmit (FTP) to a secured FTP server at the Board. Provider must have at least one person on staff to serve as a technical expert for electronically transferring and storing fingerprint files.
- k) **Monthly Reports:** Vendor shall provide the monthly written reports pertaining to the number of persons fingerprinted, and submission of payment to the ISP and the FBI for their services rendered in such form and format as required by the Board. Reports shall include teacher vs. non-teacher, school unit number, region number, social security number, and any other data requested by the Board. The monthly written reports shall be provided to the Board's Talent Office's Senior Manager.

The Board, at its discretion, may request access to fingerprinting reports and/or results at any time.

- l) **Reconciliation of Monthly Activity with the Board:** Provide the Board with the number of fingerprints [sorted by Originating Agency Identification Number ("ORI") and category] processed each month to be billed monthly.
- m) **Repeat Performance:** Vendor shall 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.
- n) **Technical Expertise:** Have qualified staff of fully trained Live-Scan technicians and support technicians.
- o) **Experience:** All fingerprinting technicians provided by Vendor must demonstrate adequate experience capturing electronically transmitting fingerprints. Any technicians not having this experience, as determined in the Board's sole discretion, will be replaced within one (1) business day of receiving written notice.
- p) **Electronic Transmittal:** Vendor shall electronically transmit fingerprint results/FTP results via an automated process to the Board's HRIT department by 9:00 AM each business day (Monday through Friday). Work with ISP to electronically transmit fingerprint results to the Board. Notify the Board within a two (2) hour time period

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when a fingerprint is delayed, if error in the system occurs or if fingerprints did not properly transmit to the ISP or FBI.

- q) **Invoicing System:** Vendor shall provide the Board with the number of fingerprints processed each month and to be billed monthly for those prints. Vendor must pass down any applicable adjustments to the Board if there are any state or federal administrative fee reductions.
- r) **Fingerprint Performance:** Vendor must demonstrate the ability to process 800-1500 fingerprints per month and handle volume during peak season up to 2500 fingerprints per month.
- s) **Fingerprint Fees:** Vendor must have the ability to accept and process payments at the Board's Employee Staffing Center or location designated by the board.

2. VENDOR MANAGEMENT'S FINGERPRINTING PROCESS

- a) A Supplier of the Board ("Board Supplier") shall contact Vendor to create a contract and communicate the names of employees who will be sent to the Vendor for fingerprinting.
- b) Such Board Supplier shall send employees to Vendor's site to be fingerprinted and such employee must have a memo outlining the information Vendor will need for billing purposes. Vendor shall add a code onto employee's TCN which is unique to the Board Supplier for which the employee works.
- c) Fingerprint results shall be sent from ISP/FBI to the Board, using the Board's identified ORI number.
- d) **File Format:** On a daily basis provide to the Board's Information Technology (Oracle Purchasing IT) department a flat file using the Board's record layout and requirements. At a minimum, this text file includes a unique TCN, Supplier registration number for new suppliers or Board approved Supplier Number for existing suppliers, name of the supplier employee and print date, print results with cleared / denied statuses. Vendor shall encrypt the flat file and transmit to a secured server (preferably in Applicability Statement 2 ("AS2") configuration or Secure File Transfer Protocol ("SFTP")) at the Board. Provider must have at least one person on staff to serve as a technical expert for electronically transferring and storing fingerprint files.
- e) **Electronic Transmittal:** Ability to electronically transmit fingerprint results/FTP results via an automated process to the Board's Procurement department (Oracle Purchasing IT) by 9:00 AM each business day (Monday through Friday). Work with ISP to electronically transmit fingerprint results to the Board. Notify the Board in a timely fashion when a fingerprint is delayed, if error in the system occurs or if fingerprints did not properly transmit to the ISP or FBI.

B. LEASE OF FINGERPRINT MACHINES

- 1) Leased Machines will be delivered to the Board Office and installed by the Vendor, at its sole expense, in such location as directed by the Board's designated representative.
- 2) Vendor will provide all necessary insurance coverage for the Leased Machines. In addition, the Vendor agrees to hold the Board harmless and agrees that the Board shall not be responsible nor liable for any loss and/or damage that may occur to and/or regarding the machines, unless the loss is caused by negligence of the Board or the Board employees.
- 3) Vendor must maintain and repair the Leased Machines during the term of the Contract.

C. PRICE SCHEDULE

Section A	Year 1	Year 2	Extension Period
Vendor's Fee Per Application	\$11.75	\$11.75	\$11.75
ISP Processing Fee Per Application	\$15.00	\$15.00	\$15.00
FBI Processing Fee Per Application	\$16.50	\$16.50	\$16.50
Total Processing Fee Per Applicant	\$43.25	\$43.25	\$43.25

Section B	Year1	Year 2	Extension Period
Lease of One Fingerprinting Machine (Including Maintenance)	No Charge	No Charge	No Charge

Section C	Year1	Year 2	Extension Period
Training Cost Per Day	No Charge	No Charge	No Charge

Rebates: If other governmental agencies purchase Services under the Agreement, the Board shall be given the following rebates: 3% rebate for 1,000 or less fingerprints; 5% rebate for 1,001 -5,000 fingerprints; and 7% rebate for 5,001 or more fingerprints.

Liquidated Damages: Vendor shall credit the Board \$250.00 per 1.5 hours that Vendor is unable to perform Services during the hours required under the Agreement.