

**AMEND BOARD REPORT 10-0428-PR9**  
**APPROVE ENTERING INTO AN AGREEMENT WITH CHARTWELLS/THOMPSON FOR FOOD SERVICES MANAGEMENT**

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

Approve entering into an agreement with Chartwells/Thompson, a joint venture, to provide food services management to Chicago Public Schools at a cost not to exceed \$61,712,146. Vendor was selected on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification number 10-250012). A written agreement for Vendor's services is available for signature. No services shall be provided by Vendor and no payment shall be made to Vendor 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.

This September 2010 amendment is necessary to (i) add a new budget line to accommodate snacks as part of the extended day learning program and (ii) change the budget line and dollar amount. No written amendment is required.

Specification Number : 10-250012  
 Contract Administrator : Nanzi Flores / 773-553-2273

**VENDOR:**

- 1) Vendor # 31351  
 CHARTWELLS/THOMPSON C/O  
 COMPASS GROUP  
 700 NORTH SACRAMENTO BLVD., STE  
 321  
 CHICAGO, IL 60612  
 Keith T. Cullinan  
 773-722-4964  
 914-935-5550

**USER:**

Citywide Food Services  
 125 South Clark Street 16th Floor  
 Chicago, IL 60603

Contact : Louise Esaian  
 Phone: 773-553-2830

**TERM:**

The term of this agreement shall commence on June 21, 2010 and shall end June 20, 2011. This agreement shall have four options to renew for periods of one 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 provide management services in approximately 450 schools. The Vendor shall supply all food, except fluid milk, and must meet or exceed the CPS Nutrition Standards and U.S. Department of Agriculture (USDA) requirements, as appropriate, for the Child Nutrition School Lunch and Breakfast Program, Child and Adult Care Food Program, Seamless Summer Feeding Program, and any additional feeding program added through the contract period.

**DELIVERABLES:**

Vendor will supply breakfast, lunch, after-school snacks and dinner to Chicago Public Schools.

**OUTCOMES:**

Vendor's services will result in nutritious and appealing meals that meet federal, state and local regulations and CPS standards.

**COMPENSATION:**

Vendor shall be paid as specified in the agreement; total not to exceed the sum of \$61,712,416.

**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 Purchasing 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 MWBE goals for this agreement are; 30% total MBE and 10% total WBE participation.

The Vendor has identified the following:

**Total MBE- 30%**

Christina Foods, Inc.  
1056 West Lake Street  
Chicago, IL 60607  
Contact: Cesar Dovalina

T&T Food Services, Inc.  
2046 West Lake Street  
Chicago, IL 60612  
Contact: Andrea Chapman

Grandma Maud's  
5020 South Lake Shore Drive  
Chicago, IL 60615  
Contact: Paul Fregia

Hensaal Management Group  
1130 South Wabash Avenue  
Chicago, IL 60605  
Contact: Arnold Hennings

LaPaloma Scientific Corporation  
1250 West Palmer  
Freeport, IL 61032  
Contact: Joseph Cardoso

Swagger Foods Corporation  
900 Corporate Woods Parkway  
Vernon Hills, IL 60061  
Contact: Terry Shin

Baja Foods, LLC  
636 Root Street  
Chicago, IL 60609  
Contact: Art Velasquez

**Total WBE-10%**  
Balton Corporation  
8008 South Chicago Avenue  
Chicago, IL 60617  
Contact: Shari Wilson

Coffee, Tea, Me, Inc.  
P.O. Box 7016  
Villa Park, IL 60181  
Contact: Gwen Maybin

Dori Wilson & Associates  
200 East Walton Place, Suite 5  
Chicago, IL 60611  
Contact: Dori Wilson

The Comfort Cake Company  
1243 South Wabash Avenue, Suite 201  
Chicago, IL 60605  
Contact: Amy Hillard

D&D Business, Inc. d/b/a DDI Printing  
7830 Quincy Street  
Willowbrook, IL 60520  
Contact: Darmi Parikh

B&L Distributors, Inc.  
7808 College Drive  
Palos Heights, IL 60463  
Contact: Donna Alm

**LSC REVIEW:**  
Local School Council approval is not applicable to this report.

**FINANCIAL:**  
Charge to Lunchroom, Summer School, Lighthouse Funds: \$61,712,146  
12050-331-53405-256009-430104-2011- \$375,000

<del>12050-312-53205-256009-000000-2011</del>	<del>\$59,020,939.00</del>
12050-314-53205-256009-000000-2011	\$1,578,991.00
12050-312-53205-256212-000000-2011	\$1,112,216.00
<u>12050-312-53205-256009-000000-2011</u>	<u>\$58,645,939.00</u>

**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.

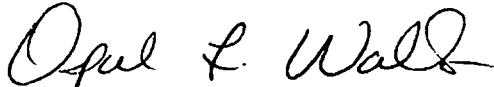
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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 June 23, 2004 (04-0623-PO4), 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:



OPAL L. WALLS  
Chief Purchasing Officer

Approved:



RON HUBERMAN  
Chief Executive Officer

Within Appropriation:



DIANA S. FERGUSON  
Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS  
General Counsel