

**APPROVE ENTERING INTO AN AGREEMENT WITH ARAMARK EDUCATIONAL SERVICES, LLC
D/B/A ARAMARK EDUCATION K-12 FOR FOOD SERVICES MANAGEMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Aramark Educational Services, LLC d/b/a Aramark Education K-12, to provide food services management services to Chicago Public Schools at a total cost not to exceed \$107,327,693. 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 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 : 13-250031

Contract Administrator : Flores, Miss Nanzi / 773-553-2280

VENDOR:

- 1) Vendor # 96765
ARAMARK EDUCATIONAL SERVICES,
LLC DBA ARAMARK EDUCATION K-12
1101 MARKET ST.
PHILADELPHIA, PA 19107
Jeff Gilliam
800 999-8989

USER INFORMATION :

Contact:
12010 - Nutrition Support Services

125 South Clark Street 16th Floor

Chicago, IL 60603

Fowler, Mrs. Leslie A.

773-553-2830

TERM:

The term of this agreement shall commence on August 1, 2013 and shall end on July 31, 2014. This agreement shall have 4 options to renew for periods of 12 months each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with six (6) months written notice.

SCOPE OF SERVICES:

Vendor will manage the food services staff, provide food (including milk) and other products covered by the programs referenced below, through freshly prepared meals on-site or through pre-plated vended meals in approximately 630 schools. Vendor must meet or exceed the CPS Nutrition Standards and U.S. Department of Agriculture requirements, as appropriate, for the National School Lunch Program, School Breakfast Program, Seamless Summer Food Service Program, Simplified Summer Food Service Program, After School Care Snack Program, concession stands, catering, vending to other schools, Child

and Adult Care Food Program, Fresh Fruit and Vegetable Program, Head Start Program and any other program in which the Board may participate. Sites may be added or deleted at a later date to accommodate the Board.

DELIVERABLES:

Vendor will supply breakfast, lunch, after-school snacks and dinner and other services to the Board as set forth in the agreement.

OUTCOMES:

Vendor's services will result in nutritious and appealing meals that meet federal, state and local regulations and CPS standards. In addition, Vendor will provide funds for specific programs in support of the community, comply with financial requirements and reporting, train and manage school food service staff, generate internet and social media communications and updates for school dining staff and the community, implement a number of marketing and branding programs, provide and/or expand specific lunchroom programs and comply with CPS, state and federal regulations related to production and procurement.

COMPENSATION:

Vendor shall be paid as specified in the agreement; total not to exceed the sum of \$107,327,693.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for the following 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 Operating Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

This agreement 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 agreement are: 30% total MBE and 10% total WBE participation.

The vendor has identified the following:

Total MBE - 31.86% Balton Corporation

4300 S. Racine Avenue
Chicago, IL 60609

T & T Food Service, Inc.

3824 S. Morgan Street
Chicago, IL 60609

Cristina Foods, Inc.

4555 S. Racine Avenue
Chicago, IL 60609

Grandma Maud's, Inc.

5020 S. Lake Shore Drive, Ste 307
Chicago, IL 60615

CTM Distributors, Inc. d/b/a Coffee, Tea & Me of Chicago

5 Earl Court, Ste 180
Woodridge, IL 60517

The Comfort Cake Company, LLC
1243 S. Wabash Avenue, Ste 201
Chicago, IL 60605

Crimer-Daniels & Assoc., Inc.
1776 Yorktown, Ste 525
Houston, TX 77056

Swagger Food Corporation
900 Corporate Woods Parkway
Vernon Hills, IL 60061

Baja Foods, LLC
636 West Root Street
Chicago, IL 60609

Total WBE - 10.61%Whitney Foods, Inc.
2541 S. Damen, Unit B
Chicago, IL 60608

Farm Logix
608 Hinman Ave, 1N
Evanston, IL 60202

B & L Distributors, Inc.
7808 W. College Drive, Ste 4NE
Palos Heights, IL 60463

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

FINANCIAL:
Fund 312
FY2014 Charge to Nutrition Support Services, 12050 \$101,393,681

Fund 314
FY2014 Charge to Nutrition Support Services, 12050 \$4,191,525

Fund 324
FY2014 Charge to Nutrition Support Services, 12050 \$1,160,474

Fund 362
FY2014 Charge to Office of Early Childhood Education, 11385 \$582,013

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:



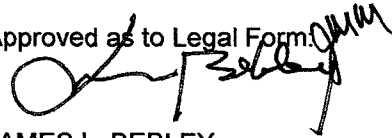
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT
Chief Executive Officer

Approved as to Legal Form.



JAMES L. BEBLEY
General Counsel