

January 27, 2016

**AUTHORIZE THIRD RENEWAL 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:

Authorize third renewal agreement with Aramark Educational Services, LLC d/b/a Aramark Education K-12, to provide food services management services to Chicago Public Schools at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed on or before May 25, 2016. Information pertinent to this option is stated below.

Specification Number : 13-250031

Contract Administrator : Pincombe, Ms. Charley C / 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

Ownership: Aramark Educational Group Llc
- 100%

USER INFORMATION :

Project
Manager: 12010 - Nutrition Support Services

42 West Madison Street

Chicago, IL 60602

Fowler, Mrs. Leslie A.

773-553-2830

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 13-0626-PR39) in the amount of \$107,327,693 was for a term commencing August 1, 2013 and ending July 31, 2014, with the Board having four (4) options to renew for one (1) year terms. The agreement was renewed (authorized by Board Report 14-0625-PR34) for a term commencing August 1, 2014 and ending July 31, 2015. The agreement was renewed a second time (authorized by Board Report 15-0624-PR23) for a term commencing August 1, 2015 and ending June 30, 2016. Vendor was selected on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 1, 2016 and ending June 30, 2017.

OPTION PERIODS REMAINING:

There is one (1) option period for one (1) year remaining.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will continue to 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 continue to 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 during this option period as specified in the agreement; total not to exceed the sum of \$102,351,381.00

REIMBURSABLE EXPENSES:

Vendor shall not be reimbursed for expenses.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreement. Authorize the President and Secretary to execute the renewal agreement. Authorize the Chief Operating Officer to execute all ancillary documents required to administer or effectuate this renewal 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
Ownership: Shari Wilson

Cristina Foods, Inc.
4555 S. Racine Avenue
Chicago, IL 60609
Ownership: Cesar Dovalina, Jr.

Grandma Maud's, Inc.
5020 S. Lake Shore Drive, Ste 307
Chicago, IL 60615
Ownership: Paul D. Fregia

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

Crimer-Daniels & Assoc., Inc.
1776 Yorktown, Ste 525
Houston, TX 77056
Ownership: Irma Willis

Swagger Food Corporation
900 Corporate Woods Parkway
Vernon Hills, IL 60061
Ownership: Tai Ryang Shin

Hyde Park Hospitality
17 N. Loomis St.
Chicago, IL
Ownership: Marc Brooks

Total WBE - 10.61%

Whitney Foods, Inc.
2541 S. Damen, Unit B
Chicago, IL 60608
Ownership: Whitney Fistgerald

Farm Logix
608 Hinman Ave, 1N
Evanston, IL 60202
Ownership: Linda Mallers

B and L Distributors, Inc.
7808 W. College Drive, Ste 4NE
Palos Heights, IL 60463
Ownership: Donna Elm

Open Kitchens
1161 W. 21st St.
Chicago, IL 60608
Ownership: Calvin Harris

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Funds 312, 314, 324 and Various Department and School Funds
Nutrition Support Services, 12050
\$102,351,381, FY17

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.

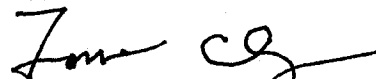
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:





SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 



RONALD L. MARMER
General Counsel