AUTHORIZE SECOND RENEWAL AGREEMENT WITH ARAMARK EDUCATIONAL SERVICES, LLC D/B/A ARAMARK EDUCATION K-12 FOR FOOD SERVICES MANAGEMENT SERVICES

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize second 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 within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

13-250031

Contract Administrator:

Kamberos, Ms. Sophia / 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:

Contact:

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. 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 August 1, 2015 and ending June 30, 2016.

OPTION PERIODS REMAINING:

There are two (2) option periods 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 \$99.428.526.

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, Śte 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 \$99,428,526, FY16

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 for Consideration:

TIMOTHY CAWLEY

Chief Administrative Officer

Approved as to Legal Form

JAMES L. BEBLEY General Counsel