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

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreement with Aramark Educational Services, LLC d/b/a Aramark Education K-12 to provide food services management to the 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 payment shall be made to Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their 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:

Sinnema, Mr. Ethan Cedric / 773-553-5180

## **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.

773-553-2833

# **ORIGINAL AGREEMENT:**

The original agreement (authorized by Board Report 13-0626-PR39) in the amount of \$107,327,693.00 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. The agreement was renewed a third time (authorized by Board Report 16-0127-PR4) for a term commencing July 1, 2016 and ending June 30, 2017. 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, 2017 and ending June 30, 2018.

## **OPTION PERIODS REMAINING:**

There are no option periods remaining.

#### **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. Estimated annual costs for this option period are set forth below:

\$97,765,379.00, FY18

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Executive Director of Nutrition Support Services to execute all ancillary documents required to administer or effectuate this option 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 - 30% 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

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

Hyde Park Hospitality 17 N. Loomis St. Chicago, IL 60607 Ownership: Marc Brooks

Total WBE - 10% Whitney Foods, Inc. 2541 S. Damen, Unit B Chicago, IL 60608 Ownership: Whitney Fitzgerald

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

\$97,765,379.00, FY18

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:

Jose Alfonso de Hayos - Quite JOSE ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: Tonal R. Manne

RONALD L. MARMER General Counsel