

AUTHORIZE A NEW AGREEMENT WITH VARIOUS VENDORS FOR FOOD SERVICE MANAGEMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with various vendors to provide food services management services to Chicago Public Schools at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor services is currently being negotiated. No services shall be provided by Vendor(s) and no payment shall be made to Vendor(s) prior to the execution of their 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 : 21-224

Contract Administrator : Gonzalez, Cristina / 773-553-2280

VENDOR:

- 1) Vendor # 96765
ARAMARK EDUCATIONAL SERVICES,
LLC
2400 MARKET STREET
PHILADELPHIA, PA 19103

Jennifer Marr
630 271-2343

Ownership: Limited Liability Company;
Aramark Educational Group, 100%

- 2) Vendor # 97468
OPEN KITCHENS, INC.
2121 S. Racine Ave.
Chicago, IL 60608

Madelyn Mcnamara
312 666-5335

Ownership: For-Profit Corporation; Terese
Fiore 51%, Anthony Fiore 49%

USER INFORMATION :

Project
Manager: 12010 - Nutrition Support Services

42 West Madison Street

Chicago, IL 60602

Brown, Chemica

773-553-2830

TERM:

The term of this agreement shall commence on August 15, 2022 and shall end on August 14, 2023. This agreement shall have four (4) options to renew for periods of one (1) year 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-packaged vended meals in approximately 700 sites. 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, 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(s) shall be paid as follows:
Estimated annual costs for the one (1) year term are set forth below:
\$88,500,000, FY23

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 the Chief Operations Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), the Business Diversity goals for this pool are 30% MBE and 10% WBE. This vendor pool is comprised of 2 vendors with 1 WBE. The User group has committed to achieve the Business Diversity goals through the utilization of the certified diverse suppliers and certified subcontractors.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL :

Fund 312 and Fund 314, Unit: 12010, Nutrition Support and Services

\$88,500,000, FY23

Not to exceed \$88,500,000 for the one (1) year term. 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).

