

**APPROVE EXERCISING THE FOURTH OPTION TO RENEW THE AGREEMENT WITH
CHARTWELLS/THOMPSON FOR MEAL SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the fourth option to renew the agreement with Chartwells/Thompson, a joint venture, to provide meal services to Department of Food Services and Warehousing at a cost for the option period not to exceed \$58,871,384.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the 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.

VENDOR:

1)
Chartwells/Thompson C/O Compass Group
Lock Box, P O Box 91337
Chicago, Il 60693-1337
Keith T. Culin
914-935-5504
Vendor # 31351

2)
Thompson Hospitality Services,
505 Huntmar Park Drive., Ste 350
Herndon, Va 20170
Warren Thompson
703-964-5500
Vendor # 29608

3)
Compass Group
2400 Yorkmont Road
Charlotte, Nc 28217
Keith T. Culin
704-329-4000
Vendor # 31232

USER:

Citywide Food Services
125 South Clark Street 16th Floor
Chicago, IL 60603
Louise Esaian
773-553-2833

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 05-0427-PR5) in the amount of \$52,871,266.15 is for a term commencing June 19, 2005 and ending June 18, 2006, with the Board having four (4) options to renew for 12 month periods. The agreement was extended (authorized by Board Report 06-0426-PR2) for a term commencing June 19, 2006 and ending June 18, 2007. The agreement was extended (authorized by Board Report 07-0425-PR2) for a term commencing June 19, 2007 and ending June 18, 2008. The agreement was extended (authorized by Board Report 08-0602-PR12) for a term commencing June 19, 2008 and ending June 18, 2009. The original agreement was awarded on a competitive basis pursuant to duly advertised Bid Solicitation (Specification No. 05-25005).

OPTION PERIOD:

The term of this agreement is being extended for one year commencing June 19, 2009 and ending June 18, 2010.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor shall continue to provide management services in approximately 450 schools. The vendor must supply all food, except fluid milk, and must meet or exceed U.S. Department of Agriculture (USDA) requirements, as appropriate, for the Child Nutrition School Lunch and Breakfast Program, Child and Adult Care Food Program, Seamless Summer Feeding Program, and any additional feeding program added through the contract period.

DELIVERABLES:

Vendor will continue to supply breakfast, lunch and after-school snacks to Chicago Public Schools.

OUTCOMES:

Vendor's services will continue to result in nutritious and appealing meals that meet federal, state and local regulations.

COMPENSATION:

During this renewal period vendor shall be paid as specified in the option document; not to exceed the sum of \$58,871,384.00.

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 Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE participation goals for this contract include: 35% total MBE and 5% total WBE. This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Business Enterprise Contract Participation (M/WBE Plan).

The vendor has identified and scheduled the following firms and percentages:

Total African American - 23%

T & T Foodservice, Inc.
2046 W. Lake St.
Chicago, IL 60612

Balton Corporation
8008 S. South Chicago
Chicago, IL 60617

Reggio's Pizza, Inc.
340 W. 83rd St.
Chicago, IL 60620

Grandma Maud's, Inc.
5020 S. Lake Shore Drive
Chicago, IL 60615

Coffee, Tea & Me
P.O. Box 7016
Villa Park, IL 60181

The Comfort Cake Co.
1243 S. Wabash Ave.
Chicago, IL 60605

Hensaal Management Group
1130 S. Wabash Ave.
Chicago, IL 60605

Dori Wilson & Assoc.
200 East Walton Place
Chicago, IL 60611

Total Hispanic - 10%
Cristina Foods, Inc.
1056 W. Lake St.
Chicago, IL 60607

LaPaloma Scientific Corporation
1250 W. Palmer
Freeport, IL 61032

Baja Foods, LLC
636 Root Street
Chicago, IL 60609

Total Asian - 2%
Ace Restaurant Supply
53 E. 25th St.
Chicago, IL 60616

D & D Business, Inc.
7830 Quincy St.
Willowbrook, IL 60527

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

Total WBE - 5.01%
Robin's Food Distribution
1200 W. Randolph St.
Chicago, IL 60607

B & L Distributors, Inc.
7808 College Drive, Suite 4Ne
Palos Heights, IL 60046

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

FINANCIAL:
Charge to Food Services and Warehousing: \$58,871,384.00

12050-314-52100-256009-000000-2010	\$1,933,202.00
12050-312-53205-256009-000000-2010	\$55,421,573.00
12050-312-53205-256212-000000-2010	\$1,516,609.00

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 June 23, 2004 (04-0623-PO4), 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:

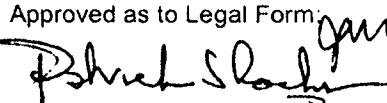

Opal L. Walls
Chief Purchasing Officer

Approved:


Ron Huberman
Chief Executive Officer

Within Appropriation:


PEDRO MARTINEZ
Chief Financial Officer

Approved as to Legal Form: 
PATRICK J. ROCKS
General Counsel