SCHOOL FOOD SERVICE AGREEMENT

Date: May 17, 2016

Client: Dover School District

Contractor: Café Services, Inc./Fresh Picks Café

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SCHOOL FOOD SERVICE AGREEMENT

THIS AGREEMENT is dated as of May 17, 2016 between CAFE' SERVICES, INC./Fresh Picks Café, 749 E Industrial Park Drive, Manchester, NH 03109 (called "contractor") and The Dover School District, SAU #11, 6 Locust Street, Suite 409, Dover, NH 03820 (called "Client").

Contractor and Client agree:

SECTION 1. AUTHORIZATION AND SERVICE AREAS

1.01 Contractor is authorized and directed to manage and operate the "Food Services" offered by Client relating to the following school: Dover School District. School Food Service Agreement. The original contract was effective as of 7/1/12 and included up to 4 one-year renewal options, unless terminated by either Party as hereinafter provided. This is the 4th renewal option, effective as of July 1, 2016 and continuing through June 30, 2017.

1.02 Contractor's rights are exclusive and without charge to Contractor and shall apply to those "Premises" designated by the parties as reasonably necessary for efficient Food Services (including dining, serving, food preparation, storage and office areas). The food Premises shall not be used by others without (1) prior written notice with the Contractor, and (2) during any such use, the presence of an employee of Contractor whose wages shall be reimbursed by the user unless mutually agreed to otherwise.

SECTION 2. SERVICE POLICIES. STANDARDS

2.01 Contractor shall be responsible for the management and operation of Food Services on the Premises including: general supervision of food service areas; employment of personnel; purchasing of food and non-food supplies and supervision of sanitation and safety practices. "The District shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations" (210.16 (a) (3)). "The SFA retains control of the quality, extent, and general nature of its food service and the prices to be charged for meals. 210.16(a)(4)". "Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used."

2.02 The food, confections and beverages furnished by Contractor shall be wholesome, palatable, and nutritious and shall be professionally prepared and presented. Contractor shall receive no payment for meals that are spoiled or unwholesome at time of delivery, or do not meet the detailed specifications for each food component as specified in Federal Register, 7 CFR; 210.10 for lunches and 220.8 for breakfasts in the meal pattern or do not otherwise meet the requirements of this Agreement.

2.03 Contractor's meal service (1) shall serve students on such days and at such prices as Client shall prescribe: (2) shall be meals which follow the menus and recipes prepared by Contractor and approved by Client; and (3) shall meet the requirements prescribed by the National School Lunch Program (NSLP), Fresh Fruit & Vegetable Program (FFVP) and the School Breakfast Program (SBP) of the United States Department of Agriculture and additional requirements as established by the State of New Hampshire, Commissioner of Education (called "State Agency"). Client shall retain signature authority for the Program Agreement, reimbursement claims, and free and reduced price meal applications as specified in the Federal Register 210.16(a) (5). In addition, the Client shall maintain control of the school food service account and overall financial responsibilities for the NSLP 210.16 (a) (5). "The District shall ensure that the food service operation is in conformance with the SFA's agreement under the program." (210.16 (a) (2)).

2.04 As prescribed by Client, Contractor shall serve free/reduced price and full prices reimbursable meals to all eligible students in a nondiscriminatory and confidential manner. The Client is responsible for developing, distributing, and collecting free and reduced price letters and applications. The Client is further responsible for determination of free and reduced price meals and will conduct hearings if necessary. The Client shall also comply with the USDA/NSLP requirements for free and reduced priced meal application verification. Contractor and Client also agree that no child shall be discriminated against on the basis of race, color, national origin, age, sex, disability or on any of the other protected classes listed in the most recent USDA non-discrimination statement. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the SFA's period of liability.

2.05 Except as approved in writing by Client, Contractor shall not engage in any other food service operation on the Premises.

2.06 The parties shall cooperate in promoting the nutrition education aspects of Client's food service program. Café Services, Inc./Fresh Picks Café will have an active representation on the school district's Wellness Committee. In coordinating such efforts with classroom instruction, Contractor will make food preparation and storage areas available for visits by students at reasonable times. This is not to be construed as children working in meals program.

2.07 Contractor shall periodically make good faith recommendations to Client regarding the quality, extent and general nature of food service operations, including prices to be charged; but at all times Client shall retain the right to make final decisions regarding such matters including pricing for all reimbursable meals, ala carte, adult meals and vending machines. The cost of adult meals provided at anytime must include cost of all commodities that will be used in the production of meals.

2.08 The FSMC must provide the method which delineates how the FSMC will pass the value of USDA donated foods used to the SFA.

a. Contract Requirements and Procurement
i. All donated foods received for use by the recipient agency for the school year covered by the contract shall be used in the recipient agency's food service.
ii. The FSMC will provide the following services in relation to commodity foods:
1. Preparing and serving meals
2. Ordering or selection of donated foods, in coordination with the recipient agency in accordance with 7 CFR 250.52
3. Storage and inventory management of donated foods in accordance with 7 CFR 250.52
4. Payment of processing fees and or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with subpart C of 7 CFR 250

b. Crediting for, and use of, donated foods
i. The FSMC will credit the recipient agency for the value of all donated foods received for use in the recipient agency's meals service in a school year (including both entitlement and bonus foods).

ii. The FSMC will credit for donated foods by disclosure, i.e. the food service management company credits the recipient agency for the value of donated foods by disclosing, in its billing for costs submitted to the recipient agency, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the food service management company shall only bill the recipient agency for net allowable costs.
1. The FSMC shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents.

iii. All donated foods shall be used in the recipient agency for food service.

c. Storage and inventory management of donated foods
i. The FSMC must meet the general requirements in 7 CFR 250.14(b) for the storage and inventory management of donated foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the recipient agency being charged for donated foods.

ii. If the contract terminates, and is not extended or renewed, the FSMC must return all unused donated foods to the recipient agency.

iii. The recipient agency must ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's meal service in the school year. The FSMC shall cooperate in this endeavor.

d. Recordkeeping and reviews

i. The FSMC will maintain the following records relating to the use of donated foods in its contract with the recipient agency:

1. The donated foods and processed end products received from, or on behalf of, the recipient agency, for use in the recipient agency's food service;

2. Documentation that it has credited the recipient agency for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products; and

3. Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable.

4. The distributing agency, subdistributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

5. Extensions or renewals of the contract, if applicable, are contingent upon fulfillment of all contract provisions relating to donated foods.

ii. The recipient agency must ensure that the FSMC is in compliance with the requirements of this part through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226, as applicable.

iii. The recipient agency must also conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a) the value of donated foods contained in processed end products.

USDA donated foods are not to be used for special functions conducted outside the nonprofit school food service.

Any federally donated commodities received by Client and made available to Contractor will accrue only to the benefit of Client's non-profit food service operation and be utilized therein. Such donated commodities shall be separated and apart from the purchases inventory of food and supplies. To the maximum extent feasible Contractor shall use in the preparation of the meals and other foods served to the children, usable food donated by USDA for the use of Client. Contractor shall maintain adequate storage, recipes, inventory, and control of such donated foods to ensure that its use is in conformance with Client's agreement with the State Department of Administrative Services. Contractor shall give the School Food Authority, USDA/NSLP, and appropriate State representative's access to the donated commodities storage areas. In addition, failure by Contractor to maintain records required in using donated foods shall be considered prima facie evidence of improper distribution, use of loss of the donated foods. The Client reserves the right to assert claims against Contractor as set forth in Federal Register, 7 CFR Part 250, Section 250.6 (6), subsection 3, and shall obtain restitution from the

Contractor in connection with any claim for improper distribution, use or loss of or damage to the donated food. "The District shall retain title to USDA donated foods." (210.16 (a) (6).

2.09 All goods, services or monies received by Contractor as a result of rebate will be utilized in the Client's food service program. Any discounts and credits and rebates will be identified on the invoice and credited against expenses monthly. Contractor shall report a listing of all discounts, rebates or credits that have accrued to the benefit of the School Food Service Authority annually. Any and all discounts, rebates and credits earned at the School Food Service Authority will be credited to the benefit of the School Food Service Authority. In the event the school is closed prior to any discounts, rebates and credits earned are calculated Contractor shall report all discounts, rebates and credits and pay the School Food Service Authority any additional funds not credited on the monthly billing within 120 days of the closing. Contractor shall provide adequate information and tracking systems to report and to determine allowable and unallowable costs and the amount of the discounts, rebates and credits on all submitted invoices and reporting.

2.10 Contractor will adhere to School Food Service Authority's written code of conduct that includes procurement practices.

2.11 Client's faculty and staff shall be permitted to purchase meals or a la carte items sold on the Premises, however, adult meals must be priced to include the entitlement cost of any commodity used. Catered meals should not include commodity use and/or must show on any invoice the commodity used and the actual entitlement costs associated. Al a Carte costs should be priced according to industry standards and costing principles.

2.12 Contractor shall purchase food products that are produced or manufactured in the United States whenever possible and will abide by the "Buy American" Act as appropriate and possible.

2.13 Contract will run for the first 21 days of service on the presented 21 day cycle menu CFR 210.16 (b) (1).

SECTION 3. CLEANING, LAUNDRY, MAINTENANCE, UTITLITIES

3.01 Contractor shall be responsible for the washing of dishes, trays, pots, pans, and utensils; the cleaning and sanitation of food equipment, counters, serving lines, dining tables and chairs; and routine cleaning, sanitation and housekeeping in the kitchen and storage areas used by it.

3.02 Client shall be responsible for (1) heavy cleaning, stripping, waxing and maintaining in good condition the floors; walls, windows, vents, ducts, ceiling, light fixtures, drapes and blinds in the food service and dining areas; (2) insecticide and pest control service; and (3) building maintenance.

3.03 Client shall be responsible for removing rubbish and garbage after it has been place by Contractor in containers furnished by Client and placed in designated areas.

3.04 Client shall furnish and maintain all utilities, including electricity, water and telephone service. Client shall not permit interruptions in utility service except in an emergency and in such case, agrees to notify Contractor immediately.

3.05 Contractor shall pay for all long distance calls, and other services in addition to the basic telephone service will be provided by Client.

3.06 Contractor and Client shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act of 1970 as amended (42 U.S.C. 1857B), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 1173 8 and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor and Client will also comply with the mandatory standards and policies relating to energy efficiency as contained in the State energy conservation plan issued in compliance with Energy Policy and Conservation Act (PL 94-163). Part 3016.36(i).

SECTION 4. EQUIPMENT FIXTURES, FURNITURE. EXPENDABLES, VEHICLES

4.01 Contractor shall take reasonable care in the use of the Premises, equipment, vehicles, and other items furnished by the Client.

4.02 Client shall provide and maintain fixed/movable equipment, fixtures and furniture reasonably necessary and convenient efficient operation and control of Food Services by Contractor, except Contractor shall be responsible for its own negligence.

4.03 Contractor shall replace expendable equipment as the items become worn, broken, used, lost or otherwise disposed of up to the amount of the original inventory, and charge the replacements as an allowable expense to the food service program.

4.04 Client shall provide and maintain necessary inter-school delivery vehicles and equipment as specified in the Request for Proposal.

SECTION 5. PERSONNEL

5.01 Contractor shall employ all management and non-management employees reasonably necessary for efficiently providing the Food Services. The Food Service management company will provide all food service employees the opportunity within their first year of employment to obtain a certificate of completion for an approved sanitation course. The person employed as Contractor's resident manager is subject to Client's approval, which will not be unreasonably withheld.

5.02 During this Agreement and for three (3) years following its termination, Client agrees not to hire for any position, any present or past supervisory employee furnished by Contractor without written consent from the Contractor.

5.03 All food service personnel shall be subject to regulations and health examinations as Client may require and as established by applicable governmental requirements.

5.04 Contractor shall arrange for background investigations, including criminal history checks, the expense of which is to be borne by the Contractor, on all of the employees. who shall be providing services, under this Agreement, pursuant to 1997 New Hampshire Laws, Chapter 77.

5.05 Non-food service personnel such as custodians and noon-duty aides shall be the responsibility of Client.

5.06 Contractor shall comply with Section 103 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5). Part 3016.36(i).

5.07 The Contractor shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto.

5.08 The Contractor shall ensure that the Contractor's employees comply with USDA's Professional Standards requirements.

5.09 The Client shall ensure that the Contractor's employees comply with USDA's Professional Standards requirements.

5.10 The Client shall ensure that the Client's employees that work within the meals program comply with USDA's Professional Standards requirements.

SECTION 6. INSURANCE. INDEMNITY

6.01 Contractor shall maintain as a direct cost of operation the following insurance coverage: Workers Compensation providing statutory coverage A and coverage B limits of $500,000/$500,000/$500,000. A comprehensive General Liability policy with a limit of$1,000,000 combined single limit for bodily injury and property damage. A comprehensive automobile policy with a limit of $1,000,000 combined single limit for bodily injury and property damage. Umbrella excess policies providing limits of not less than $5,000,000 combined single limit over the primary coverage. Certificates of insurance for the foregoing requiring 30 days notice prior to cancellation shall be delivered to the Client within 30 days of the effective date of this Agreement.

6.02 Client shall be named as an additionally insured under all of the foregoing Contractor insurance programs. Contractor shall indemnify Client from any and all claims for personal injury and property damage caused by Contractor negligence in the operation of the Food Service. Client and Contractor hereby waive any and all right of recovery from each other for loss caused by perils defined in their respective Fire, Extended Coverage, and Sprinkler Leakage Policies.

6.03 Contractor shall indemnify and hold Client (and its employees, agents, and invitees) harmless from any liability, losses, damages, judgments, liens, expenses, and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any intentional or negligent acts or omissions as Contractor (or it's officers, employees, and agents) in the performance of its obligations under this Agreement.

6.04 Client shall indemnify and hold Contractor (and its officers, employees, agents, and invitees) harmless from any liability, losses, damages, judgments, liens, expenses, and costs sustained or incurred in connection with any claims, suits, actions, or proceedings made or brought against any such party as a result of any intentional or negligent acts or omission of Administration (or its employees, agents, and invitees).

6.05 The indemnified party shall give notice as promptly as reasonably practicable to the indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder. As indemnifying party may participate at its own expense in the defense of any such action.

SECTION 7 LAWS. LICENSES. TAXES

7.01 Contractor shall comply with all State and Federal statutes, rules, and regulations applicable to its Food Service operation which now exist or which may be promulgated during the term of this Agreement or extension thereof; i.e. "Current Federal Regulations 7 CFR part 210, Sections 210.1 through 16 and Sections 210.21 through 23, Federal Register 7 CFR 3015 and Attachment "0" of OMB Circular A-102, 7 CFR Parts 215, 220, 245 and 250, as well as the Parts currently listed all of which are considered part of this contract", including the Federal and State of New Hampshire procurement standards which provide for maximum open and free competition.

7.02 The Client shall ensure applicable health certification(s) is maintained and that all State and local regulations are being met by the Contractor preparing or serving meals at Client's facilities. Contractor shall obtain necessary State or local health certification for any facility outside Client's school buildings in which it will prepare meals for use by the Client and shall maintain said certification for the duration of the Agreement.

7.03 Applicable sales taxes will be collected and remitted by Contractor when authorized by Client. Interest payments to vendor may not be paid with food service funds. If any sales tax becomes due upon subsequent audits by an authorized governmental agency, Client agrees to reimburse Contractor for payment, including any penalties of interest, which may be assessed.

SECTION 8. ADDITIONAL SERVICES

8.01 Contractor shall conduct periodic food service evaluation surveys and shall require that a member of its resident management staff on Client's Premises be an active participant in the School District's Wellness Committee. Through periodic on-site visits, the Client shall monitor the food service operation to ensure the food service is in conformance with program regulations. The Client will establish the advisory board composed of parents, teachers, and students and the FSMC to assist in following through on Wellness Policy and Menu Planning.

8.02 Contractor shall provide such additional Food Services on the Premises as Client request, such as banquets, parties, etc.; subject to Client and Contractor then agreeing on the nature, extent and cost of such additional service. All catering costs will be itemized as mutually agreed by contractor and client to include cost of food, labor, supplies etc., labor cost for special functions will be maintained separately from the labor cost for NSLP meal services, all revenues from additional food services on the premises credited to the benefit of the food service program.

8.03 In the event of strike or other work stoppage, which interferes with the food service operation on the Premises, upon request, Contractor will take all reasonable steps to continue to provide Food Services, subject to reimbursement by Client for all direct costs of operation incurred by Contractor. Contractor shall submit to Client an invoice for such cost and fees following the end of the month.

SECTION 9. FINANCIAL ARRANGEMENTS: ACCOUNTING

9.01 Contractor shall operate, administer, and manage the food service for Client in accordance with the fiscal arrangements as set forth herein. The Client and Contractor agree that this Agreement is not a cost-plus-a- percentage-of-cost or a cost-plus-a-percentage-of-income contract. "In a cost reimbursable contract, if the FSMC makes the purchases, the prices charged the SFA must be reasonable and necessary."

9.02 Contractor shall invoice the Client on a monthly basis for the Cash deposits, Government Reimbursements, and Function sales. Contractor shall prepare a monthly statement detailing the revenues and expenses incurred in the food service program per the bid specifications and forward to the Client within twenty (20) days after the months closing. Payments to be per "Addendum 8" Schedule of Payments. The sum of which not in excess of Contractors actual net allowable costs computed by deducting certain rebates, discounts and other credits and other such items as may be stipulated by the Client from time to time. If any amount owed to Contractor is not paid within Twenty (20) days of the due date, Contractor shall be entitled to collect a late charge equal to one and one half percent (1.5%) per month (or in the event applicable law prohibits the charge of such rate, at the maximum legal rate permitted) on the unpaid amount from the due date until paid in full together with costs of collection, including reasonable legal fees. No Food Service funds may be used to cover the costs of interest payments.

9.03 Contractor cost of operation shall include but not be limited to, cost of food, cost of salaries and wages, including payroll taxes and applicable benefits, cost of direct expenses; office supplies, insurance, postage, laundry, taxes, and any other items necessary to do business.

9.04 Contractors Administrative/Service Fee of professionally administrating the school districts food service program includes overhead expense for corporate services, covering area supervision and accounting, purchasing, personnel, research, payroll, banking, data processing, contract administration, and other related administrative functions. Administrative/Service Fee expenses are flat rate charges and will be charged to the SFA equally over a ten-month period beginning in September and ending in June.

9.05 Prior to the start of initial operations, Client and Contractor will take a beginning inventory of all usable food, supplies and donated commodities on the Premises. Contractor will utilize such inventory at a value determined by invoice cost. On termination of the Agreement, Client and Contractor will take a similar inventory. If the value of ending inventory is greater than the beginning inventory, the difference shall be added to Contractor's Costs of Business and if lesser, the difference shall be subtracted from Contractor's Cost of Business.

9.06 Contractor shall charge the Client an administrative/service fee expense of $75,000.00 per annum, prorated and payable in ten (10) monthly installments. The Contractor's Administrative/management fee will be reduced to cover any loss in the foodservice account. If the loss exceeds the amount paid for the Administrative/Management fee, then the Contractor will reimburse the food service account, making it whole.

9.07 Surplus revenues existing after deduction of the approved cost of operation, administrative expense, and management fee from the verified food service receipts and all federal and state reimbursement shall be Client's.

9.08 No payment shall be made for meals that are spoiled, unwholesome or that do not meet the program requirements of the Client's specifications.

9.09 Contractor shall not provide free meals or food during the course of this agreement to any person that does not qualify for the free and reduced lunch program. Meal costs not associated with the NSLP or the food service operation for students will be charged to the general fund account.

9.10 Prior to February 10 of each school year, Contractor shall submit to Client for Client's approval a projected food service operating budget. The FSMC must provide a basis for any fee adjustments.

9.11 Contractor shall keep and maintain records by the calendar month to coincide with State and Federal forms. Within twenty (20) working days after the end of each month, Contractor shall provide Client with a prepared statement of operation and invoice for all costs of operation and invoice for all costs of operation, including the monthly charge for Contractor cost of administration and/or management fee. All records will be available at the school district's office.

9.12 Contractor will provide Client within ten (10) working days after the end of each month, information for the monthly meal count reimbursement voucher to be executed by the Client.

9.13 Contractor shall, at all times, maintain accurate records of merchandise, inventories, surplus commodities, sales, cash collections, taxes, Federal and State reimbursements, costs of operation, Contractor administrative fee and management fee in connection with the operation or its food service on Client's premises and Client shall have the right to inspect said records at the facility during business hours upon reasonable advance notice.

9.14 Contractor shall maintain such records as the Client shall need to support its claim for reimbursement and Contractor shall report to the Client promptly at the end of each month as required under 7 CFR 210.16(c) (1986). Such records shall be available for a period of three (3) years from the date of receipt of the final payment under this agreement plus the current year for inspection and audit by representatives of the United States General Accounting Office at a reasonable time and place upon advance written notice: except if audit findings have not been resolved, the records shall be retained beyond the three (3) year period as long as required for the -resolution of the issues raised by the audit as required under 7 CFR 210.23 (c) (1986). In the event of termination per client's request all records will be surrendered to client.

SECTION 10. TERMS, RENEWAL, TERMINATION

10.01 Amendment to existing contract dated July 1, 2012. This amendment is dated July 1, 2016 and ending June 30, 2017. This is the Fourth Amendment to the existing contract, which was renewable each year for four (4) additional one-year terms, unless at the option of either party, written notice of non-renewal is given to the other party at least sixty (60) days prior to the start of the school year. Also that the Administrative and Management Fee amounts charged by the Contractor shall be negotiated between both parties and be recorded as a line item in the projected food service operating budget.

10.02 Notwithstanding Section 10.1 either party may terminate this Agreement

A. For Cause: If either party breaches a material provision of this Agreement, the non-breaching party may give the other party notice of such breach. If the breach is remedied in the case of failure to make payment when due by the next District manifest date or in sixty (60) days in the case of any other breach, the notice shall be null and void. If such breach is not remedied within the time specified, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. These rights of termination are not exclusive, but are in addition to any other rights available at law or in equity.

B. Without Cause: Either party may terminate the Agreement anytime upon ninety (90) days prior written notice to the other party of intention to terminate the Agreement.

10.03 Upon termination of this Agreement, Contractor shall surrender the Premises in the same condition as received by Contractor allowing for reasonable wear and tear.

SECTION 11. NOTICE

11.01 All notices shall be in writing and sent to the recipient at its respective address shown on the face of this agreement or such other address as may, from time to time, be designated by written notice. Any notice of termination shall be sent certified mail, return receipt requested.

SECTION 12. RELATIONSHIP: CONFIDENTIALITY OF RECORDS

12.01 The relationship of Contractor to Client shall at all times be that of an independent contractor. Client is interested in the general nature and results and the manner, method or means by which Contractor renders Food Services.

12.02 It is recognized Contractor has expended considerable time and money in the development of systems, procedures, computer programs, forms, recipes, menus and other items of a proprietary nature which are unique to Contractor's way of conducting business. Client agrees to keep such information confidential and not copy, divulge or otherwise use it. Upon termination of this Agreement (1) Client will cooperate in allowing Contractor its right to remove all such information from the Premises and (2) Client will turnover to Contractor all such information otherwise in the control or custody of Client.

SECTION 13. NON-DISCRIMINATION

13.01 Contractor agrees that it shall not unlawfully discriminate against any person in the performance of work under this Agreement because of race, religion, age, color, sex, national origin or ancestry, or disability unrelated to such person's ability to engage in the particular work. In all solicitations or advertisements for employees, Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase. Contractor further agrees to conduct its operations so as to adhere to Client's policy that there shall be no discrimination in the employment, assignment, training or promotion of personnel, the provision and maintenance of physical supplies and equipment and all other matters relating to the Food Services. Paragraph 1 through 7 of Section 60-1.4 of the Equal Opportunity Federal Contract Compliance Program is hereby incorporated by reference.

SECTION 14. MISCELLANEOUS

14.01 Failure of either party to insist upon strict adherence to any term of this Agreement or failure to enforce a particular provision shall not be a waiver or deprive any party the right thereafter to insist upon strict adherence to the Agreement.

14.02 Contractor certifies that neither it, nor its principals are presently ineligible or proposed for ineligibility, from participation in this transaction by any Federal department or agency.

14.03 This Agreement is the entire Agreement and supersedes any other prior Agreement or communications whether written or oral except for Contractor's terms in the proposal dated June 26, 2012 which are not inconsistent with terms of this agreement shall be incorporated into this Agreement by reference. No changes shall be effective unless in writing and signed by the party to be charged.

14.04 Client may terminate this Agreement for breach/neglect as determined by Client when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by this Agreement, failure to provide required periodic information/statements, or failure to maintain quality of service as determined within this Agreement. The Client is the responsible authority without recourse to the New Hampshire State Board of Education and/or the New Hampshire Attorney General’s Office for the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to the local, State, or Federal authority that has proper jurisdiction.

14.05 This Agreement will be construed in accordance with New Hampshire law and any litigation will be conducted in the courts of New Hampshire.

14.06 Neither Contractor nor Client may assign or transfer this Agreement or any part thereof without the written consent of the other party.

14.07 Attached Addendums included and considered to be a part of this Agreement are:

Non-Collusive Statement: Addendum - 1
Certificate of Independent Price Determination: Addendum -2
Certification Regarding Lobbying: Addendum - 3
Disclosure of Lobbying Activities: Addendum - 4
USDA Certification Regarding Debarment: Addendum - 5
Certificate of Clean Air and Water: Addendum - 6
Certification Policy and Conservation Act: Addendum - 7
Schedule of Payment: Addendum - 8

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest: Dover School District

By: ___________________________________

Title: __________________________________

Date: __________________________________

Attest: Café Services, Inc./Fresh Picks Café

By: ___________________________________

Title: President & CEO____________________

Date: __________________________________

Reviewed by State Agency:

By: ___________________________________

Title: __________________________________

Date: __________________________________

Addendum-1
Non-Collusive Statement
Food Service Program
Public Schools

By submission of this proposal, the FSMC certifies that:

a. This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.
b. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.
c. No attempt has been made, or will be made, to induce any other person, partnership or corporation to submit or not to submit a proposal.
d. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his behalf.
e. That below is a certified copy of the resolution authorizing the execution of this certificate by the signator of this proposal on behalf of the corporate proposer.

Typed or printed name of signator

J. Brian Stone
Typed or printed name of person authorized to submit the proposal

______________________________ President & CEO
Signature of person authorized to submit this proposal Title

____
Date

Resolve that J. Brian Stone be authorized to sign and
(name)

Submit the proposal of this corporation Café Services, Inc./Fresh Picks Café for the Food Service
(company name)

Management Program at the Dover Public Schools.
(name of the school/s)

Addendum - 2
Certificate of Independent Price Determination

Both the School Food Authority and the Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Café Services, Inc./Fresh Picks Café	**Dover**
Name of Food Service Management Company	**Name of School Food Authority**

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
2) Unless required by law, the prices which have been quoted in this offer has not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

1) He or she is the person in the offeror's organization responsible within the Organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such person have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

______________________________	President & CEO	____________
Signature of Food Service Management Company's Authorized Representative	Title	Date

In accepting this offer, the SFA certifies that no representatives of the SFA have taken any action, which may have jeopardized the independence of the offer referred to above.

______________________________	____________________	____________
Signature of School Food Authority's Authorized Representative	Title	Date

Note: Accepting a bidder's offer does not constitute award of the contract

Addendum - 3
CERTIFICATION REGARDING LOBBYING

Applicable to
Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension , continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Café Services, Inc./Fresh Picks Café
749 E Industrial Park Drive
Manchester, NH 03109

J. Brian Stone, President & CEO
Printed Name/Title of Submitting Official

Signature of Submitting Official **Date**

Addendum - 4

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action:___ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action:___ a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: ______ a. Initial filing b. Material change For Material Change Only: Year ______ Quarter_____ Date of Last Report ______

4. Name and Address of Reporting Entity: ___Prime ____Subawardee Tier ____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known: $
10. a. Name and Address of Lobbying Entity: (If individual, last name, first name, middle) (Attach Continuation Sheet(s)	10. B. Individuals Performing Services (including address if different from No. 10,a.)(last name, first name, middle) SF-LLL-A if Necessary)
11. Amount of Payment (check all that apply): $ ____Actual ____Planned	13. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: ____
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature ______________________ Actual______________________	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

Are Continuation Sheet(s) SF-LLL-A Attached: Yes___ (Number ____) No___

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: ______________________________ Print Name: J. Brian Stone Title: President & CEO Telephone: 603-437-0200 Date: ___________________________________
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

Addendum – 4 (cont.)
DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET
SF-LLL-A

Reporting entity: ____ Page ____ of ______

Addendum – 4 (cont.)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year end quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name for the Federal agency making the award or loan commitment. Include at least one organizational level below agency name if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreement, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number: grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prim entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Addendum - 5

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS OF REVERSE)

1. The prospective lover tier participant certifies, by submission of this proposal, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Café Services, Inc./Fresh Picks Café

Organization Name PR/Award Number or Project Name

J. Brian Stone, President & CEO

Name and Title(s) of Authorized Representative(s)

Signature(s) Date

Addendum – 5 (cont.)

Instructions for Certification

1. by signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Addendum - 6

<u>CLEAN AIR AND WATER CERTIFICATE</u>

Applicable if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8©(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

<u>(*NAME OF FOOD SERVICE MANAGEMENT COMPANY)*</u>
<u>(NAME OF SCHOOL FOOD AUTHORITY)</u>
THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq. as amended by Public Law 92-500), respectively, relating to Inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in , issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111© or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6© or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
E. The term "Compliance" means compliance with clean are or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management company.

______________________________________	<u>President & CEO</u>	____________
SIGNATURE OF FOOD SERVICE MANAGEMENT COMPANY'S AUTHORIZED REPRESENTATIVE	TITLE	DATE
___________________________________	___________________	___________
SIGNATURE OF SCHOOL FOOD AUTHORITY'S AUTHORIZED REPRESENTATIVE	TITLE	DATE

Addendum - 7

ENERGY POLICY AND CONSERVATION ACT
CONTRACT ADDENDUM

Café Services, Inc./Fresh Picks Café ______________________ agrees to comply with the Food Service Management Company (FSMC)

Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract.

For: Café Services, Inc./Fresh Picks Café	*For the Board of Education*
______________________ Signature	______________________ Signature
President & CEO Title	______________________ Title
______________________ Date	______________________ Date

“Addendum 8”

Café Services
Food Service Agreement

Schedule of Payments

The Dover School District shall make monthly payments to Café Services Inc./Fresh Picks Café based on the 2016 / 2017 Food Service Agreement as follows:

Projected annual costs of $1,555,738.00

Monthly reimbursement payments to Café Services, Inc./Fresh Picks Café at 1/10th of total costs or $155,573.80 per month payable on or before the first of each month September 2016 through June 2017. The June payment to be 50% of the regular payment.

The yearend balance to be paid within (10) ten days of the final year end statement and reconciliation.

Café Services, Inc./Fresh Picks Café and the Dover School District representatives agree to meet periodically throughout the school year to review and update the payment schedule accordingly.

Dover School District	Café Services Inc./Fresh Picks Café
By:_____________________	By:___________________________
It’s_____________________	It’s___President & CEO__________
Date____________________	Date__________________________

Café Services Inc.

Dover School District

2016/2017 Proposed Price List

	"Type A" Lunch			"Type A" Breakfast		
	Full Price	Reduced	Adult	Full Price	Reduced	Adult
Elementary School	$2.35	.40	$3.35	$1.35	.30	$2.35
High School & Jr. High	$2.85	.40	$3.35	$1.35	.30	$2.35

High School Meal Deal Breakfast with breakfast sandwich	$2.00	.30	$3.50

Ala Carte Milk .50

Dover School District

Food Service Base Bid 2016/2017

Projected Income	
Student Breakfast	10654
Adult Sales	18702
Student Lunch	508380
A la carte	220000
FFVP	27000
Special Functions	9000
Vended Meals - Seacoast Charter	22000
Fed and State Reimbursements	779928
Total Income	**1595664**
Projected Costs	
Labor Costs	**701891**
Food Cost	**747139**
Commodity Value	**-91250**
Paper Supplies	36512
Cleaning Supplies	24341
Laundry & Uniforms	4500
Insurance	20744
Office Supplies/Postage	3000
Computerization	140
Depreciation	18920
Advertising/Promotions	1500
Employee Training	750
USDA Delivery/Administrative	9000
Licenses	1750
Administrative/Service Fee	75000
Bond Expense	1800
Total Costs	**1555738**
Net (cost)/ return to District	**39926**

The updated base bid is for the 2016/2017 school year. Renewal of the existing foodservice agreement between the Dover School District and Café Services, Inc./Fresh Picks Cafe. All other arrangements and specifications agreed upon in the original agreement are to be carried forward with this renewal.

Dover School District	Fresh Picks Café/ Café Services, Inc.
By:	By:
It's:	It's: President & CEO
Date:	Date: