

AGREEMENT TO PROVIDE FOOD SERVICE

This Agreement to Provide Meals (“**Agreement**” or “**Contract**”) dated _____ is made by and between **Livermore Valley Joint USD**(“**School Food Authority or Sponsor**”), located at 685 East Jack London Blvd. Livermore, CA 94551-1899, and Revolution Foods (“**Vendor**” or “**Revolution Foods**”), located at 5743 Smithway Street #103, Commerce, CA 90040 (collectively referred to as the “Parties.”). Wherein, the Parties discussed, negotiated, and agreed to the following:

1. **Services.** Revolution Foods will operate as School Food Authority’s exclusive vendor for the services fully described in the attached Exhibit "A" and incorporated into this Agreement by reference (“**Services**” or “**Statement of Work**” or “**SOW**”).
2. **Term and Termination.**
 - 2.1. This Agreement will begin on **October 1, 2024** and will end on **June 30, 2025** (“**Term**”). Per the Statement of Work, actual meal service will commence on a **date to be determined by the School Food Authority**.
 - 2.2. As allowable per procurement guidelines, contracts may be renewed by a mutual agreement for additional one-year periods following the base year. No term of Base Year or Renewals shall exceed one (1) calendar year unless mutually agreed upon. It is the responsibility of the School Food Authority to verify the validity of the multiyear agreement. The first Term and any subsequent Renewal Term(s) are collectively referred to as the “Term” and are subject to the provision for early termination set forth below.
 - 2.2.1. Except as otherwise provided in this Agreement, the Parties agree that Vendor shall, at a minimum, adjust the Pricing in the Statement of Work for each Renewal Term. Pricing for the Renewal Term shall be determined by Vendor and based on changes to market conditions, inflation, any changes to the Scope of Work, regulations or requirements affecting the National School Lunch Program, or other Federal Nutrition Programs.
 - 2.3. Either Party may terminate this Agreement for default as set forth below:
 - 2.3.1. The non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) calendar days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement for cause by giving thirty (30) calendar days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Agreement.
 - 2.3.2. Immediately upon written notice if the party becomes insolvent or the subject of any other proceeding, receivership, liquidation, or assignment for the benefit of creditors.
 - 2.4. Either party may terminate this Agreement for convenience by giving sixty (60) calendar days written notification to the other party, setting forth the reason and the effective date of termination.
 - 2.5. School Food Authority shall pay Vendor for Services provided through the effective termination date and all outstanding balances, not in dispute, within fifteen (15) calendar days of the Termination Date.
 - 2.6. School Food Authority shall return all equipment owned by Vendor, if any, immediately upon stoppage of service.
3. **Payment Terms.**
 - 3.1. Invoices, for all previous month orders, shall be available no later than the 5th day of each month.
 - 3.2. It is the School Food Authority’s responsibility to download each invoice upon notification of availability.
 - 3.3. School Food Authority shall submit payment for all *undisputed* amounts in such form as reasonably requested by Vendor by the last business day of the month. Should any amount of an invoice be disputed, i.e. a specific amount or item for which School Food Authority is challenging, School Food Authority shall notify Vendor in writing of dispute and may deduct such portion from the invoice pending resolution. The remaining undisputed amount shall remain due as set forth herein.

- 3.4. School Food Authority has until 4pm on the 6th of each month to report any invoice discrepancies and receive a corrected invoice for the current month. Any invoice discrepancies and needed adjustments reported after this cutoff will be reflected as credit or debit memos in the immediate subsequent month invoice. School Food Authority's failure to give notice of any invoice dispute within the stated timeframe shall constitute an unqualified waiver of all disputes or claims for the period the invoice covers. Vendor shall retain the right to revise or correct invoices for services provided to School Food Authority during the Term and School Food Authority agrees to pay any difference between the revised or corrected invoice within thirty (30) days of receipt of such revision or correction.

For purposes of this Agreement, a "discrepancy" shall consist of an agreed upon invoice item not reflected or inaccurately reflected in the invoice.

- 3.5. All unpaid invoices, without an active and recognized discrepancy or dispute, will be assessed a 10% penalty fee on the 15th calendar day past the due date (compounded monthly) or the maximum interest rate permitted by law, whichever is lower, on balance(s) not in dispute and left unpaid on any invoice. For avoidance of doubt, failure to pay any invoice, or portion thereof, due on time is considered a material breach of this Agreement.
- 3.6. Revolution Foods agrees to forfeit payment for meals that are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement. However, no deduction will be made unless, School Food Authority provides detailed written notice of spoiled or delivery or fulfillment errors no later than twenty-four (24) hours after the delivery of the meal service for which the deduction is to be made, specifying the number of returned meals for which School Food Authority intends to deduct payment.
- 3.6.1. School Food Authority shall preserve evidence of meals spoiled or unwholesome at the time of delivery for inspection by Vendor. Evidence may consist of photographs of the spoiled or otherwise damaged meal(s). School Food Authority shall maintain possession of meals that are spoiled or unwholesome until advised by Vendor to destroy or return.
- 3.6.2. School Food Authority's failure to give written notice of any delivery or fulfillment error within the stated timeframe shall constitute an unqualified waiver of all errors or claims for that period, along with the reasoning why.

- 3.7. Late payments will be assessed a 10% late fee for each 15 days that the invoice goes past due.

4. **Compliance with Laws.**

- 4.1. Vendor shall maintain state and local health certifications for the facility where meals are prepared for the Term.
- 4.2. Vendor shall comply with the Buy American Provision.
- 4.2.1. Vendor agrees to abide by all provisions of 7 CFR 210.21(d), Buy American Provision of the National School Lunch Program. The District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals.
- 4.2.2. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)." Require a certification of domestic origin for products which do not have country of origin labels.
- 4.3. School Food Authority shall maintain all appropriate state and local health certifications for each School Food Authority site Vendor provides Services for the Term.
- 4.4. Vendor and School Food Authority will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of Meals.

- 4.5. School Food Authority shall maintain responsibility for claiming reimbursement from the appropriate State agency for all meals served to children enrolled in School Food Authority schools.

5. **Monthly Menu Planning.**

5.1. *Meal Orders*

- 5.1.1. Menu offerings may be subject to change with little or no notice based on product availability, supply chain disruptions, or when quality inspections by Vendor deem an offering not acceptable.
- 5.1.2. No later than the 10th of each month, Vendor will provide School Food Authority a monthly menu consisting of all meals offered for the following month. Menus will be emailed to those contacts identified by School Food Authority. School Food Authority is responsible for sharing the menu(s) with its students and families.
- 5.1.3. Preferred meal orders for the following month are due by the 15th of current month.
- If no preferred meal orders are placed by the 21st of the current month, Vendor's Customer Service will place meal orders on behalf of the School Food Authority based on current month average order volumes.

5.2. *Meal Order Modifications*

School Food Authority may change, increase or decrease meal orders up to 4pm each Wednesday for the following week, based on availability, ordering window timelines and product availability

5.3. *Meal Order Decreases and Cancellations; Charges for Late and Emergency Cancellations*

- 5.3.1. Vendor reserves the right to charge a percentage of the full price per meal for any order cancellations or decreases that occur after the ordering cutoff deadline. The applicable percentage charged shall be as follows:
- 100% of meal cost for all cancellations requested within 24 hours of customary delivery time
 - 75% of meal cost for all cancellations requested within 48 hours of customary delivery time
 - 50% of meal cost for all cancellations requested within 72 hours of customary delivery time
 - 25% of meal cost for all cancellations requested within 96 hours of customary delivery time
- 5.3.2. In the event of an emergency school closure due to an Act of God, claimed Force Majeure or ordered closure due to local, state, or federal mandate, Vendor will The applicable percentage charged shall be as follows:
- 75% of meal cost for all cancellations requested within 24 hours of emergency notification.
 - All subsequent cancelled orders related to the same emergency will not be invoiced.

6. **Records and Audit**

- 6.1. School Food Authority shall administer and manage all aspects of the application process for free and reduced-price meals under the applicable Child Nutrition Program for all program participants.
- 6.2. School Food Authority is responsible for all point of service meal counts and completion of all documents required by the applicable Child Nutrition Program, including making claims for reimbursements.
- 6.3. Vendor shall, in the event of an audit or administrative review of School Food Authority's participation in a Child Nutrition Program for which the Vendor has provided Meals, provide audit/administrative review document requisition support to School Food Authority, provided that School Food Authority notifies Vendor of the full and complete scope of the audit or administrative review within three (3) business days of receiving notice of the administrative review or audit.
- 6.4. Vendor shall retain all records pertaining to the nutritional components and quantities of meals provided to School Food Authority during the Term ("Records") for a period of three (3) years after the date of final

payment made for Services provided under this Agreement (“Retention Period”). School Food Authority may, upon written request and no later than sixty (60) calendar days prior to the end of the Retention Period request that Vendor retain Records for a reasonable time beyond the Retention Period.

- 6.5. Vendor shall make Records available for inspection by School Food Authority and State and Federal authorities upon written request.
- 6.6. In the event of an audit or Administrative Review by the California Department of Education, Vendor will provide document requisition support to School Food Authority who shall be responsible for notifying Vendor within three (3) days of receiving notice of such audit or Administrative Review.
- 6.7. School Food Authority will be solely responsible for the entire free and reduced-price application process, including the distribution, review, approval, and verification of application for its students. School Food Authority is responsible for all point-of-sale services, meal counts and completion of all required compliance and reimbursement documents.
- 6.8. Vendor, upon request, evidence of daily worksheets that detail Hazard Analysis and Critical Control Point (HACCP) compliance from receipt to delivery of the finished product.

7. **Notices.** All notices or reports permitted or required under this Agreement will be in writing and will be sent by email or personal delivery or reputable expedited delivery service with signature required. All such notices or reports will be deemed given upon receipt. Such notices shall be addressed to the Party concerned at the addresses set forth below.

Notices to School Food Authority shall be sent to:

Livermore Valley Joint USD
685 East Jack London Blvd.
Livermore, CA 94551-1899

Notices to Vendor shall be sent to:

Revolution Foods, PBC
Attn: VP of Business Development
5743 Smithway Street #103, Commerce, CA 90040
sales@revolutionfoods.com

Copy to: Revolution Foods, PBC
Attn: Legal Department
5743 Smithway Street #103
Commerce, CA 90040
Email: legal@revolutionfoods.com

8. **Confidentiality and Rights In Data**

During the Term, Vendor may grant to School Food Authority a nonexclusive right to access Vendor’s confidential information (“Confidential Information”). As used in this Agreement, Vendor’s Confidential Information shall mean all technical and non-technical information disclosed or provided to School Food Authority by or on behalf of Vendor in written, oral, or electronic form in connection with this Agreement. Confidential Information will include, without limitation: trade secrets as defined by law, strategic and product development plans, sales and training methods, financial statements, Service details, project records, employee lists or compensation information, marketing plans, existing and/or contemplated recipes/menus/food development strategies or plans, management and business manuals, handbooks, forms, policies and procedures, ideas, and/or studies not generally made available to the public. Without limiting the foregoing and except for software provided by School Food Authority, School Food Authority specifically agrees that all software used by Vendor to provide Services, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Vendor and not to School Food Authority. Furthermore, School Food Authority’s access to or use of such software shall not create any right, title

interest, or copyright in such software and School Food Authority shall not retain such software beyond the termination of the Agreement. Any discovery, invention, software, or programs paid for by School Food Authority shall be the property of School Food Authority.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to Vendor's disclosure; (ii) becomes publicly known and made generally available after Vendor's disclosure through no action or inaction of School Food Authority; (iii) is already in School Food Authority's possession at the time of Vendor's disclosure as shown by School Food Authority's files and records immediately prior to Vendor's disclosure.

School Food Authority shall not use the Confidential Information for any purpose other than performing this Agreement. School Food Authority shall hold the Confidential Information in strict confidence and shall take all reasonable precautions to protect the Confidential Information at all times from unauthorized disclosure, publication, or use, including, without limitation, using at least the same degree of care as it employs to protect its own Confidential Information of like nature (but in any event no less than a reasonable degree of care), acting in a manner consistent with School Food Authority's obligations under this Agreement.

Unless otherwise required by law, subpoena or court order, School Food Authority shall not disclose any of Vendor's Confidential Information, directly or indirectly, until such Confidential Information becomes publicly known and made generally available through no action or inaction of School Food Authority. Unless otherwise required by law, subpoena or court order, School Food Authority shall not photocopy or otherwise duplicate any Confidential Information without Vendor's prior written consent. School Food Authority shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods to those of Vendor. School Food Authority agrees to notify Vendor immediately in writing as soon as is practicable, upon any loss, misuse, misappropriation, or other unauthorized disclosure of the Confidential Information that comes to School Food Authority's attention.

This provision shall survive termination of this Agreement. All Confidential Information shall remain the Vendor's exclusive property and School Food Authority shall return all Confidential Information to Vendor upon termination of this Agreement. In the event of any breach of this provision, Vendor shall be entitled to all remedies, including an injunction or specific performance available at law or in equity.

9. **Force Majeure and Inclement Weather**

9.1. **Force Majeure.**

9.1.1. Neither Party shall be liable to the other for any unforeseeable interruption, delay, or failure to perform any covenant or promise contained in this Agreement caused directly by acts of God, network failures, acts of civil or military authorities, government orders, war, civil disturbances, energy crises, transportation contingencies, interruptions in third-party telecommunications, epidemics, pandemics, quarantines, or other catastrophes or occurrences which are reasonably beyond such Party's control; provided that any such delay or failure shall be remedied by such Party using commercially reasonable efforts as soon as possible after removal of the cause of such delay or failure. Disruptions to the supply chain that prevent performance by Vendor will be considered a force majeure event.

9.1.2. The Parties shall use reasonable care and its best efforts to protect against the effects of force majeure. The Party seeking relief under this provision shall promptly notify the other Party in writing, citing the details of the force majeure event, inclusive of the manner in which it was affected illustrating the means it attempted to protect against the effects of force majeure, and relief sought, and shall resume performance immediately after the obstacles to performance caused by force majeure have been removed.

9.1.3. Interruption, delay, or failure to perform any covenant or promise contained in this Agreement caused directly by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither Party shall recover any claim for damages from the other if that claim for damages is caused directly by force majeure.

9.2. **Inclement Weather.**

- 9.2.1. School Food Authority shall contact Vendor's Client Project Manager in writing to report inclement weather-related interruptions to Service, including multiple day events. Inclement weather consists of conditions caused by rain, snow, wind or other systems resulting in the closure of service site(s).
- 9.2.2. For meals properly cancelled due to inclement weather by 10 a.m., the day preceding the scheduled day of delivery, Vendor shall credit School Food Authority for all meals cancelled. Vendor shall assume that Service will occur as scheduled if it is not cancelled.
- 9.2.3. For meals cancelled after 10am, the day preceding the scheduled day of delivery, School Food Authority will be charged according to Section 5.3.2.
- 9.2.4. Vendor may, in the interest of safety, alter routes, delivery times, and menus at Vendor's discretion during Inclement Weather.
- 9.2.5. School Food Authority shall pay the full value of orders impacted by Inclement Weather not canceled.

10. **Indemnity and Limitation of Liability**

- 10.1. **School Food Authority.** School Food Authority shall defend, indemnify and hold harmless Vendor, its directors, officers, employees, suppliers, successors, and assigns from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by Vendor in connection with third-party claims arising out of or attributable to: (i) any breach of this Agreement by School Food Authority; (ii) any breach of applicable law or regulation by School Food Authority or School Food Authority Workers; (iii) any negligence or willful misconduct by School Food Authority or any of School Food Authority Workers, in the performance of this Agreement; or (iv) any allegations that Services and/or Work Product infringes any third-party's intellectual property right, including without limitation, a copyright, patent or a trademark.
- 10.2. **Vendor.** Vendor shall defend, indemnify and hold harmless School Food Authority, its directors, officers, employees, suppliers, successors, and assigns from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by School Food Authority in connection with third-party claims arising out of or attributable to: (i) any breach of this Agreement by Vendor; (ii) any breach of applicable law or regulation by Vendor, or (iii) any negligence or willful misconduct by Vendor or its employees or contractors, as applicable, in the performance of this Agreement.

Excluding each Party's obligations above, if any Party incurs indemnification obligations under this section; or any expenses, damages, or other liabilities in connection with this Agreement, such Party's liability to the other Party shall not exceed the payments actually paid to the Vendor over the previous twelve (12) months. In no event will any Party be liable for any special, incidental, consequential, indirect damages, or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability.

11. **Insurance.** The Parties to this Agreement will each maintain commercial general liability insurance for one million dollars (\$1,000,000) or more for each occurrence and two million dollars (\$2,000,000) or more in the aggregate. Coverage shall not be canceled or modified without providing thirty (30) days prior written notice to the other. Upon request, each party shall provide the other with an insurance certificate naming the other as additional insured under this policy within thirty (30) days of the date of this Agreement.
12. **Severability.** If any provision of this Agreement should be held invalid or unenforceable, then that provision only shall be modified to the extent necessary to make such provision valid and enforceable. All other provisions shall be unaffected and shall remain in full force and effect, to the extent consistent with the intent of the Parties as evidenced by this Agreement as a whole.
13. **Survival of Certain Terms.** The provisions of this Agreement which, by their nature should survive, shall survive expiration or termination of this Agreement for any reason.

14. **Waiver.** All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
15. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive agreement of the Parties with respect to the matters addressed in it and supersedes all prior and contemporaneous agreements, communications, negotiations or understandings between the Parties with respect to the matters addressed in it. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
16. **Modification and Amendment.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If changes in Federal or State law, or their implementing regulations require any provision(s) of this Agreement to be modified, such modification shall automatically be incorporated into and made part of this Agreement on the effective date of such required change.

Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties.
17. **Cooperation of the Parties.** The Parties agree to cooperate fully, work in good faith, and mutually assist each other in the performance of this Agreement and shall work to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.
18. **Assignment.** School Food Authority may not assign its rights or obligations under this Agreement without the prior written consent of Vendor. Vendor may transfer or assign this Agreement or any of its rights and obligations, in whole or in part, without School Food Authority's consent, to any third party with which it merges, or consolidates, or to which it transfers all or substantially all its assets.
19. **Choice of Law.** This Agreement shall be construed and governed by the laws of the State of California. Any lawsuit relating to this Agreement shall be instituted in a state or federal court in the Northern District of California, and the Parties irrevocably consent and waive all objections to the jurisdiction of any such court.
20. **Section Headings.** Section headings or titles are for convenience only and shall have no substantive effect in the interpretation of this Agreement.

The signers listed below attest they are fully authorized to enter into agreement and hereby fully execute this agreement.

Name & Title of School Food Authority Representative	Telephone Number
Mailing Address	
Signature	Date



Name & Title of Revolution Foods Representative Steven Holguin Vice President of Business Development	Telephone Number (323) 838-5555
Mailing Address 5743 Smithway Street, Ste 103, Commerce, CA 90040	
Signature	Date

Exhibit A: Scope of Work

This Scope of Work #1 (“SOW #1”) is effective 10/1/2024 (the “SOW #1 Effective Date”) and is made by and between Livermore Valley Joint USD (“School Food Authority”), and Revolution Foods, PBC. (“Vendor”). School Food Authority and Vendor are each individually referred to herein as a “Party” and collectively as the “Parties”.

This SOW #1 constitutes a “Scope of Work” under that certain Agreement to Provide Meals by and between the Parties, dated _____ (the “Agreement”). This SOW #1 and the Services contemplated include, and are subject to, the terms and conditions of the Agreement, which are incorporated by reference. Should any provision in this SOW conflict with any of the provisions in the Agreement, the Agreement shall control unless such conflicting provision specifically states otherwise.

SCOPE OF SERVICES

Vendor shall provide to School Food Authority, meals compliant with the nutrition standards established by the United States Department of Agriculture (USDA) for the Child Nutrition Program specified below (“Meals”) with such specific reasonable requirements as the Parties may mutually agree upon from time to time during the Term.

- Breakfast under the National School Lunch Program for
- Lunch under the National School Lunch Program
- Snack under the National School Lunch Program
- Supper under the Child and Adult Care Food Program

1. **Pricing.** School Food Authority shall pay the prices listed below for the Term.

Meal Type	Fee Per Meal
SBP Breakfast¹	\$3.05
NSLP Lunch²	\$4.25
CACFP Supper	\$4.25

Days for Expanded Learning

- 10/4 (1 day)
- 11/1, 11/25, 11/26 (3 days)
- 4/1, 4/2, 4/3, 4/4 (4 days)
- 6/4 – 6/30 (closed 6/19, 18 days)

Pricing Disclosures for Additional or Upgrade Options

1. Special Therapeutic Meals – 9 major food allergens covered -milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, and soybeans³

Breakfast: \$ 3.50 Lunch: \$ 5.00
2. Soy Milk – non medically needed: \$ 0.80 ea, sold by the case

¹ For Expanded Learning Days Only

² For Expanded Learning Days Only

³ Special meals needed outside of the 9 major food allergens may result in a higher price, based on medical need.

Service Specifics

All meals are available as family style or pre-pack, based on school request. All meals are served complete and fully reimbursable by USDA & NSLP standards. Included with every meal:

The Parties agree that Pricing assumes that the conditions under which this SOW were entered remain the same for the Term. If changes to the following occur during the Term, the Parties shall promptly agree to a change in Pricing:

- 1.1.1. Market conditions
- 1.1.2. Changes to this SOW
- 1.1.3. Regulations or requirements regarding the National School Lunch Program or other Federal Nutrition Programs, and/or certain commodities.
- 1.2. To the extent permitted by law, pricing shall remain confidential between School Food Authority and Vendor.
- 1.3. There shall be no competitive food and beverage sales during the times Vendor provides Services. Competitive foods are defined as Meals, meal components, snacks, etc., served, but not provided by Vendor during the times Vendor provides Services. A breach of this section shall result in payment of lost profits to Vendor for Competitive foods.
- 1.4. School Food Authority will be responsible for monitoring, recording, and charging (if applicable) of all students that receive a meal. Vendor will not accept any cash payments for daily meals nor will keep records of specific pupils who receive a meal.
- 1.5. **Pricing for Service During Emergency Declarations**
 - 1.5.1. In the event of a local, State, or National “Declaration of Emergency” as declared by local, State or Federal agencies and officials, Vendor shall use its best efforts to continue providing service to School Food Authority.
 - 1.5.2. Vendor will use its best efforts to reasonably collaborate with School Food Authority in case of such emergencies and provide service at locations, in serving models, and at serving or delivery hours outside of those contained in this Agreement.
 - 1.5.3. School Food Authority understands and acknowledges that services provided during emergency declarations may result in the need for additional staffing, as well as product costs rising due to scarcity. Vendor reserves the right to increase meal cost up to 10% of the current contracted rate during the span of the identified emergency.
 - 1.5.4. Notwithstanding Sections 4.5.2 and 4.5.3 above, School Food Authority may also elect to suspend meal services during such emergencies.

2. **Meal Ordering and Meal Components**

- 2.1. The number of meals prepared by Vendor will be determined by the quantity ordered by School Food Authority. School Food Authority shall place orders for Meals using Vendor’s online ordering system. Orders, including lunches for field trips, are due each Monday, 5:00pm local time, for Meals scheduled to be consumed the following week.
 - 2.1.1. **Offer vs. Serve:** Vendor will provide breakfast and lunch meals following Offer vs. Serve (“Ovs”). Fruits and vegetables provided during the applicable meal service shall not be used for other programs and activities.
- 2.2. For each Meal ordered, Vendor shall provide:

- 2.2.1. Full compliant serving of vegetable
- 2.2.2. Full compliant serving of fruit or fruit juice
- 2.2.3. Lunch Trays
- 2.2.4. Milk – 1%, Fat Free, & Chocolate options
- 2.2.5. Meal appropriate condiments
- 2.2.6. Transportation Costs

3. **Allergen Free Special Meals & Medically Necessary Documentation**

- 3.1.1. Vendor offers special meals that are assured to be free of the top 9 major food allergens (e.g., eggs, wheat, soy, peanuts, soy, tree nuts, fish, shellfish, and sesame) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA).
- 3.1.2. Meal Prices for allergen free special meals is articulated in the meal pricing section.
- 3.1.3. School Food Authority shall keep on file a signed statement by a medical doctor or a recognized medical authority for students with special dietary needs.
- 3.1.4. School Food Authority will be responsible for monitoring food offerings and providing meals to students with special dietary needs

4. **Holidays.** Vendor shall not be responsible for providing Meals on the following holidays. Vendor will notify School Food Authority should holidays change.

Independence Day	Martin Luther King Jr. Day	Christmas Day
Labor Day	Memorial Day	New Year’s Eve
Thanksgiving Day	Christmas Eve	New Year’s Day

5. **Preparation, Delivery and Service of Meals**

5.1. **Preparation.**

- 5.1.1. Vendor will prepare meals at a site that maintains all appropriate state and local health permits and certifications for our facilities and will always maintain all permits and certifications. Vendor will notify School Food Authority within 72 hours should any change in current permit or certifications occur.
- 5.1.2. School Food Authority shall have all state or local certifications as needed for each of their school sites and shall maintain certification for the duration of this agreement.
- 5.1.3. Vendor shall assure that each meal provided to School Food Authority under this Agreement meets the minimum requirements for reimbursable meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Vendor will follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR §210.10 for NSLP and §220.8 for SBP. The meal shall include the following components: fruits, vegetables, grains, meat/meat alternates, and milk. The Vendor shall meet grade level caloric, saturated fat, sodium, and trans-fat requirements.

5.2. **Delivery.**

- 5.2.1. **Locations for Delivery.** Vendor will deliver Meals to the site location(s) listed below:

Site Location(s)	Site Address

Junction K-8 School. and	298 Junction Ave, Livermore
Marylin Elementary	800 Marylin Ave., Livermore

- 5.2.2. **Frequency and time of delivery.** Delivery will occur up to five (5) times per week between the hours of 12pm and 2pm. The delivery time will be agreed upon in advance by both Parties. However, Vendor, in Vendor’s sole discretion, reserves the right to alter delivery routes and schedules to optimize delivery.
- 5.2.3. School Food Authority agrees to pay the applicable delivery fee(s) listed in **Section 6. Fees if applicable.**
- 5.2.4. Vendor shall maintain the proper temperature of the meal components utilizing refrigerated trucks and insulated food grade delivery containers until School Food Authority accepts delivery. Thereafter, School Food Authority will be responsible for maintaining the proper temperature of the meal components until they are consumed.
- 5.3. **Service of Meals.**
 - 5.3.1. School Food Authority will provide personnel requested by School Food Authority, if available, to accept delivery, serve, and supervise the consumption of Meals.
 - 5.3.2. Meals shall be consumed pursuant to Vendor’s specifications and during the specified meal service only. Vendor’s Meals are not intended or labeled for retail sale.
- 6. **Fees.** Fees outlined below shall apply to each Site. Fees shall be paid from School Food Authority’s general funds and not from the non-profit food service account.
 - 6.1. **New Order Placements and Order Increases after Deadline.** Any orders placed or increased after Monday 5:00 p.m. local time, are subject to an additional \$100.00 per order, per Site. School Food Authority acknowledges and accepts that all orders received after the deadline are subject to product availability. Vendor may decline to provide Meals or suggest an alternative Meal if the requested Meal is not available.
 - 6.2. **Order Cancellation or Decrease.** Subject to the Force Majeure and Inclement Weather provisions, School Food Authority shall pay the price specified in **Section 1. Pricing** for any order cancellations or decreases made more than 48 hours after the order deadline, of Monday, 5:00 p.m. local time for Meals scheduled to be consumed the following week.
 - 6.3. **Order Adjustments.** School Food Authority shall pay a convenience fee of no more than 10% per Meal for order change requests made after Monday 5:00 p.m. local time for the following week’s consumption, that affect operations, but do not result in an increase or decrease in the number of Meals ordered (e.g., decreasing lunch meal orders by 50 meals and adding 50 breakfast meals).
 - 6.4. **Supplies.** Supplies (e.g., utensils, napkins, trays) (“**Supplies**”) are available for School Food Authority to order using Vendor’s online ordering system at the prices provided therein. Supplies ordered shall be included on Vendor’s invoice to School Food Authority (as applicable).
- 7. **Execution.** This SOW #1 may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

ACCEPTED AND AGREED TO:

Name & Title of School Food Authority Representative	Telephone Number



Mailing Address	
Signature	Date
Name & Title of Revolution Foods Representative	Telephone Number
Steven Holguin, Vice President of Business Development	(323) 838-5555
Mailing Address	
5743 Smithway Street, Ste 103, Commerce, CA 90040	
Signature	Date