



AGREEMENT TO PROVIDE MEALS

Between Revolution Foods, Inc. and Blue Oak Charter School

Food Service Management Company: Revolution Foods, Inc. 8383 Capwell Dr. Oakland, CA 94621
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Receiving Sponsor: Blue Oak Charter School 450 West East Ave. Chico, CA 95926

Agreement Number:	Vendor Number:
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This agreement made this June 22, 2012 between the Food Service Management Company, Revolution Foods, Inc., hereinafter referred to as Revolution Foods and the receiving sponsor, Blue Oak Charter School, hereinafter referred to as Blue Oak, is created for the purpose of providing: (check all that apply)

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

It is hereby agreed that:

A. Statement of Work

Revolution Foods will provide meals to Blue Oak that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program and the Child and Adult Care Food Program. Blue Oak will be responsible for claiming reimbursement from the appropriate State agency for all meals served to children enrolled in Blue Oak schools.

Both Revolution Foods and Blue Oak will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of meals which meet the National School Lunch Program and the Child and Adult Care Food Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by Revolution Foods and Blue Oak with bearing to the agreement will be open to inspection by proper Federal, State, and local authorities in accordance with applicable statutes and regulations.

Additional details on Revolution Foods operating procedures can be found in the School Handbook.

A.1. Meal Ordering and Meal Components

The number of meals prepared by Revolution Foods will be determined by the quantity ordered by Blue Oak. Blue Oak will notify Revolution Foods of the quantity needed for each week no later than 5:00 p.m. of each Tuesday for the following week of service. Blue Oak will place orders using Revolution Foods online ordering system. Revolution Foods will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.

- a. **Field Trips:** Revolution Foods will provide Blue Oak with sack lunches for field trips when requested at the standard order time of no later than 5:00 p.m. of each Tuesday for the following week of service.
- b. **Offer vs. Serve:** Revolution Foods will provide lunch meals following the Offer platform of Offer vs. Serve (OVS), a system designed to reduce waste and give students greater flexibility and choice. Blue Oak shall track the amount of fruits and vegetables consumed by tracking waste each day. Revolution Foods will provide the tools to assist in tracking. Revolution Foods requires the tracking tools be



submitted with weekly orders. Revolution Foods reserves the right to re-negotiate price if there is excessive waste due to lack of tracking.

- c. **Special Scheduling:** Special scheduling of meal serving times will require two weeks advance notice. Fees may apply.

A.2. Delivery and Service of Meals

Revolution Foods will transport meals from the preparation site to the school site. The delivery time to Blue Oak will be agreed upon by both parties.

The delivery site location will be: 450 West East Ave. Chico, CA 95926

Revolution Foods will provide all of the equipment necessary to transport the meals to Blue Oak. Blue Oak will provide all personnel necessary to accept delivery, serve, and supervise the consumption of meals.

Blue Oak shall make available for next day pickup any and all property owned by Revolution Foods.

A.3. Equipment and Care of Meals

Revolution Foods will be responsible for the condition and care of meals until Blue Oak accepts delivery and Blue Oak will be responsible for maintaining the proper temperature of the meal components until they are consumed.

A.4. Holidays

Revolution Foods will not provide hot food service for the following holidays. Revolution Foods will notify Blue Oak should 2013 holidays change. Revolution Foods may offer a shelf stable meal for any or all of these listed holidays and will work with Interested parties to make specific arrangements.

- November 22-23, 2012 Thanksgiving
- December 24-28, 2012 Winter Holiday
- January 1, 2013 New Year's Day
- January 21, 2013 Martin Luther King Jr. Day
- February 18, 2013 President's Day
- May 27, 2013 Memorial Day
- July 4, 2013 Independence Day

A.5. Monthly Menu Planning

No later than one (1) week prior to the end of each month, Revolution Foods will provide to Blue Oak a monthly menu covering the meals to be served for the following month. Revolution Foods will provide nutritional data no later than one (1) week in advance of service upon written request. This will include:

- Monthly Menu Portion Detail to demonstrate compliance with Meal Patterns.
- Carbohydrate Report to assist parents and staff in ordering for students with diabetes.
- Allergen Report tracking the eight commonly recognized allergen components (wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA) to assist staff in ordering for special meal accommodations.

Menu changes or substitutions may be required due to unforeseen circumstances; in the event a substitution is required, Revolution Foods will communicate the need in writing.



A.6. Records and Audit

Blue Oak will conduct the free and reduced-price application process, including the distribution, review, approval, and verification of applications for the sites belonging to Blue Oak. All applications and eligibility requirements will be handled at the site by Blue Oak. Blue Oak 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.

Revolution Foods will maintain all necessary records on the nutritional components and quantities of the meals delivered to Blue Oak and make said records available for inspection by Blue Oak, State and Federal authorities upon written request. Revolution Foods will retain records for a period of three years from the date of final payment hereunder; except that if any audit finding has not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

Revolution Foods will provide to Blue Oak document requisition support in the event of an audit by the State Department of Education, or local governing entity for reimbursable Child Nutrition Programs, including School Meal Initiative and Coordinated Review Effort circumstances. Blue Oak shall be responsible for notifying Revolution Foods within three (3) business days of receiving notice of an audit. Blue Oak shall be responsible for forwarding the written notification from the governing entity so that Revolution Foods is positioned to best support the requisition request and tailor the support to exactly what is required. Typical document requisition in a formal audit includes support with menus, production records, recipes, labels and product formulation statements.

A.7. Licenses and Permits

Revolution Foods will prepare meals at a site that maintains the appropriate state and local health certifications for the facility, and will maintain certification at all times.

Blue Oak shall have state or local health certifications as needed for each of their school sites and shall maintain certification for the duration of the agreement.

B. Agreement Period

As allowed by Federal procurement guidelines, contracts may be renewed by mutual agreement for up to four additional one-year periods (a.k.a. Option Years) following the Base Year, with price negotiable. At time of renewal, both Revolution Foods and Blue Oak shall execute an agreement addendum/amendment stating the extended agreement period.

Base Year: Period beginning July 1, 2012 and ending June 30, 2013.

C. Meal Price

Revolution Foods will charge Blue Oak the following:

Meal	# of Serving Days	Average Minimum # of Meals per Day	Price per Meal
Lunch	180	150 for grades K-5 50 for grades 6-8	\$2.95 for grades K-5 \$2.98 for grades 6-8 \$4.25 for faculty/adults
Snack	180	100	\$0.78
Supper	180	100	\$2.95 \$4.25 for faculty/adults



Revolution Foods pricing is contingent upon Blue Oak ordering from each of the meal platforms priced above, meeting the average daily minimum requirement(s) as listed. Should Blue Oak not meet designated minimums, Revolution Foods reserves the right to re-negotiate all prices. All pricing arrangements will remain confidential between Blue Oak and Revolution Foods.

Revolution Foods meals are not intended or labeled for retail sale.

D. Fees

D.1. Order Increase

As a valued partner, Revolution Foods will do its best to accommodate the request. Order increases are subject to product availability – Revolution Foods may suggest an alternative meal if the requested meal is not available.

Revolution Foods reserves the right to charge up to a \$50 fee per late order increase after the stated deadline of Tuesday 5:00 p.m. Order increases will be charged the full applicable meal price listed in Section C.

D.2. Order Cancellation or Decrease

Because our food is prepared fresh daily, Revolution Foods reserves the right to charge either a portion or the full price per meal for any order cancellations or decreases.

- a. Revolution Foods understands that extenuating circumstances may occur in which Blue Oak shall have a need to decrease the number of meals ordered. We will partner with Blue Oak to accommodate order decreases that occur after the stated deadline of Tuesday 5:00 p.m. in which meals are not needed within 48 hours. The order decrease shall not exceed 50% of the original order.

Order decreases occurring on/after the fourth incident will incur the full applicable meal price listed in Section C plus an additional 10% surcharge.

- b. For cancellations and decreases that occur after the stated deadline of Tuesday 5:00 p.m., and within 48 hours of when meals are to be delivered:

- First time order cancellations and decreases will be charged 50% of the applicable meal price listed in Section C.
- Second time order cancellations and decreases will be charged the full applicable meal price listed in Section C.
- Order cancellations and decreases occurring on/after the third incident will incur the full applicable meal price listed in Section C plus an additional 10% surcharge.

D.3. Convenience Fee

Revolution Foods reserves the right to charge a convenience fee of up to 10% per meal for changes after the stated deadline of Tuesday 5:00 p.m. that affect operations, but do not result in an increase or decrease in the number of meals originally ordered. An example of this may be changing regular lunch meals ordered to fieldtrip lunches.

D.4. Calendar Management

It is the responsibility of Blue Oak to use the systems and tools provided by Revolution Foods' online ordering system to block out any additional holidays and non-service days in which meals are not needed,



and order meals accordingly for each site. Blue Oak shall block out non-service days by September 15, 2012, after which, Revolution Foods may block out non-service days on behalf of Blue Oak and charge a \$250 fee.

Blue Oak shall notify Revolution Foods at least one week in advance of minimum days, testing days, etc. in which meal times or normal operations may be affected. A convenience fee may be charged for failure to notify Revolution Foods.

E. Payment Terms

Revolution Foods will submit to Blue Oak itemized invoices for breakfasts, lunches, snacks and/or suppers at the end of each month. The invoices will be for the full cost of the breakfast, lunch, snack and/or supper, plus any additional items ordered, including, but not limited to, milk, snack items, additional utensils, supplies, etc., and any other applicable fees. Blue Oak shall submit payment to Revolution Foods in such form as required by Revolution Foods within thirty (30) days of receipt of Revolution Foods invoice.

Revolution Foods reserves the right to charge up to a seven percent interest rate (compounded monthly) on any balance left unpaid on an invoice. For avoidance of doubt, failure to pay an invoice is considered a material breach of this agreement.

No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet the specifications, or do not otherwise meet the requirement of the agreement. However, no deduction will be made unless Blue Oak provides to Revolution Foods in writing of the meal service for which the deduction is to be made, specifying the number of meals for which Blue Oak intends to deduct payment and setting forth the reasons for the deduction. Blue Oak shall provide such notice no later than three (3) business days after the date the meal was served.

F. Confidentiality and Rights In Data

During the term of this agreement, Revolution Foods may grant to Blue Oak a nonexclusive right to access certain proprietary materials of Revolution Foods, including signage, food service surveys and studies, allergen and carbohydrate reports, management guidelines and procedures, operating manuals, software (both owned by and licensed by Revolution Foods), and similar compilations regularly used in Revolution Foods' business operations (trade secrets). Blue Oak shall not disclose any of Revolution Foods' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Blue Oak shall not photocopy or otherwise duplicate any such material without the prior written consent of Revolution Foods. All trade secrets and other confidential information shall remain the exclusive property of Revolution Foods and shall be returned to Revolution Foods immediately upon termination of the agreement. Blue Oak shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by Blue Oak, Blue Oak specifically agrees that all software associated with the operation of the service, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Revolution Foods and not Blue Oak. Furthermore, Blue Oak's access or use of such software shall not create any right, title interest, or copyright in such software and Blue Oak shall not retain such software beyond the termination of the agreement. In the event of any breach of this provision, Revolution Foods shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

Unless otherwise required by law, subpoena or court order, Blue Oak shall not disclose any of Revolution Foods' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Unless otherwise required by law, subpoena or court order, Blue Oak shall not photocopy or otherwise duplicate any such material without the prior written consent of Revolution Foods.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes



publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure.

Any discovery, invention, software, or programs paid for by Blue Oak shall be the property of Blue Oak.

This provision shall survive termination of this agreement.

G. Indemnity

Revolution Foods agrees to defend, indemnify and hold harmless Blue Oak and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Revolution Foods in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

Blue Oak agrees to defend, indemnify and hold harmless Revolution Foods and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Blue Oak in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

H. Limitation of Liability

Excluding Blue Oak's obligations in Section G above, in the event a party incurs any expenses, damages or other liabilities in connection with the performance or non-performance of any term or provision hereof or otherwise incurs indemnification obligations under this section, such party's liability to the other party shall not exceed the payments actually paid to Revolution Foods. In no event will either party be liable for any special, incidental, consequential or indirect damages or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to either party.

I. Insurance

Blue Oak will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate and will provide Revolution Foods with proof evidencing insurance in the amount, and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to Revolution Foods. Revolution Foods will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for any liability resulting from incidents of improper product preparation, contamination or transport and will provide Blue Oak with a certificate evidencing insurance in the amount, naming Blue Oak as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to Blue Oak.

J. Termination

1. Either party may terminate this agreement for cause:
 - a. Upon fifteen (15) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or
 - b. Immediately if either party becomes insolvent or becomes the subject of any other proceeding, receivership, liquidation or assignment for the benefit of creditors.



2. Blue Oak may terminate this agreement at any time by giving ninety (90) days written notification to Revolution Foods setting forth the reason for and the effective date of termination. Upon such termination, Blue Oak and Revolution Foods shall make settlement of all amounts due hereunder as follows.
3. The following shall occur upon termination, whether by cause or convenience:
 - a. Revolution Foods shall be paid according to the invoice issued to Blue Oak for all meals and services provided through the effective termination date of service.
 - b. Blue Oak shall pay Revolution Foods all outstanding balances, not in dispute, within fifteen (15) days of the effective date of termination.
 - c. For payments in dispute, Blue Oak and Revolution Foods shall determine on a case-by-case basis the most equitable solution to both parties.
 - d. The total sum to be paid to Revolution Foods shall not exceed the total agreement price plus settlement costs, reduced by the amount of payments otherwise made, and the agreement price of work not terminated.
 - e. Blue Oak will return all equipment owned by Revolution Foods immediately upon stoppage of service.

K. Force Majeure

Neither Revolution Foods nor Blue Oak shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this agreement, "force majeure" means acts of God; acts of the public enemy; acts of a governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes, or illegality.

If any of the above causes an inability for Revolution Foods to deliver meals, Blue Oak will not be responsible for the cost of un-delivered meals. However, Revolution Foods may suggest an alternative meal solution e.g. delivery from a local sandwich shop, in which case, Blue Oak shall be fully responsible for payment of the alternate meal solution. Blue Oak shall also be fully responsible for meals delivered but damaged by any of the above causes.

L. Severability

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

M. Survival of Certain Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the agreement shall survive such termination or expiration date and shall be enforceable as provided herein.

N. Modification and Amendment

This agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of



this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

O. Cooperation of the Parties

Revolution Foods and Blue Oak agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this agreement. In connection herewith, the parties shall meet 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.

P. Assignment

In the event all or substantially all of Revolution Foods' assets are acquired by another company, Revolution Foods shall notify Blue Oak in writing. Within 30 days, Blue Oak has the right to continue service under the guidance of the acquirer, or terminate the agreement, effective immediately.



Q. Choice of Law

This agreement shall be construed under the laws of the State of California.

R. Section Headings

The section headings or titles are for convenience only and shall have no substantive effect in the interpretation of the agreement.

The parties hereto are fully authorized and have executed this agreement:

Name and Title of Revolution Foods Official	Telephone Number
Maureen Sedonaen, Regional Vice President	Choose an item.
Signature of Revolution Foods Official 	Date 08/10/2012
Name and Title of Blue Oak Official	Telephone Number
Nathan Rose Exec. Director	530 879-7483
Signature of Blue Oak Official 	Date 8/6/12