Alta Public Schools

APS Regular Board Meeting

Date and Time

Wednesday October 8, 2025 at 6:00 PM PDT

Location

Rachel Villalobos is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting
https://altaps-org.zoom.us/j/84384802726
Meeting ID: 843 8480 2726

One tap mobile
+16699006833,,84384802726# US (San Jose)
+13462487799,,84384802726# US (Houston)
Join instructions
https://altaps-org.zoom.us/meetings/84384802726/invitations?signature=Dt9vKVYEG5k1eYJbfwz_JeNYAEEEYnbRkL4kLt1XNcc

8001 Santa Fe Ave., Walnut Park, CA 90255
2410 Broadway, Walnut Park, CA 90255
2547 Flower St., Huntington Park, CA 90255
6350 N Laurel Canyon Blvd, #201, North Hollywood CA 91606
9850 Wilshire Blvd., Beverly Hills, CA 90201

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**6:00 PM**
	Opening Items			
A.	Record Attendance and Guests		Raul Carranza	3 m
B.	Call the Meeting to Order		Raul Carranza	1 m
II.	**Public Comment**			**6:04 PM**
A.	Public Comment	FYI	Raul Carranza	2 m
	2 minutes speaking time; 4 minutes with interpretation; total 45 minutes			
III.	**Consent Agenda**			**6:06 PM**
A.	Approve New Hires AMCS: EXL Youth Leaders: Alexandra Jimenez PTMS: Assistant Head of School: Claudia Lopez	Vote	Guadalupe Mendez	1 m
B.	Approve Minutes of the June 11th, 2025 Board Meeting	Approve Minutes	Rachel Villalobos	2 m
C.	Approve Minutes from Board Meeting June 13, 2025	Approve Minutes	Rachel Villalobos	2 m
D.	Approve Minutes from Board Meeting June 16, 2025	Approve Minutes	Rachel Villalobos	2 m
E.	Approve Minutes from Board Meeting June 24, 2025	Approve Minutes	Rachel Villalobos	2 m
F.	Approve Minutes from Board Meeting July 9, 2025	Approve Minutes	Rachel Villalobos	2 m
G.	Approve Minutes from Board Meeting August 13, 2025	Approve Minutes	Rachel Villalobos	2 m
H.	Approve Minutes from Board Meeting August 20, 2025	Approve Minutes	Rachel Villalobos	2 m

		Purpose	Presenter	Time
I.	Approve Minutes from Board Meeting September 10, 2025	Approve Minutes	Rachel Villalobos	2 m
J.	Approve Minutes from Board Meeting September 12, 2025	Approve Minutes	Rachel Villalobos	2 m
K.	Approve Minutes from Board Meeting September 22, 2025	Approve Minutes	Rachel Villalobos	2 m

IV. Academic Report — 6:27 PM

A.	Academic Report Presentation	FYI	Rachel Villalobos	10 m

- AMCS & PTLA Suspensions/Expulstions
- AMCS & PTLA Enrollment
- Students & Staff of the Month
- Parent Complaint to LAUSD

V. Action Items — 6:37 PM

A.	Review & Approve Award of Contract--Food Service Management Company (FSMC) Services	Vote	Glenda Aleman	5 m
B.	Review & Approve August Financials Update including the Check Register for Academia Moderna, Prepa Tec - Los Angeles, Central Office	Vote	Charter Impact	10 m

VI. Organization Management, Programs and Operations Report — 6:52 PM

A.	OMPO Report a. Meal Program update b. HR update	Discuss	Rachel Villalobos	5 m

VII. Closed Session — 6:57 PM

A.	Conference with Legal Counsel – Anticipated Litigation Significant Exposure to litigation	Discuss	Greg Tanner	

		Purpose	Presenter	Time
	pursuant to Govt Code Section 54956.9(d)(2): two matters			

VIII. Return to Open Session and Report-Out from Closed Sessions, If Any

IX. Closing Items — 6:57 PM

A.	Adjourn Meeting	Vote	Raul Carranza	1 m
B.	NEXT BOARD MEETING: November 12, 2025	FYI	Raul Carranza	1 m

Coversheet

Approve Minutes of the June 11th, 2025 Board Meeting

Section:	III. Consent Agenda
Item:	B. Approve Minutes of the June 11th, 2025 Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	2025_06_11_board_meeting_minutes (3).pdf

DRAFT

Alta Public Schools

Minutes

Meeting of a APS Board Meeting

Date and Time
Wednesday June 11, 2025 at 6:00 PM

Location
Zoom: https://altaps-org.zoom.us/j/85950702827; ID: 859 5070 2827; Telephone: (669) 900-6833,,85950702827#

In Person:
8001 Santa Fe Ave., Walnut Park, CA 90255
2410 Broadway, Walnut Park, CA 90255
2547 Flower St., Huntington Park, CA 90255
10616 S. Western Ave., Los Angeles CA 900047
6350 N Laurel Canyon Blvd, #201, North Hollywood CA 91606
9850 Wilshire Blvd., Beverly Hills, CA 90201

Directors Present
G. Tanner, L. Castellanos, M. Castro, M. Porras, R. Carranza, S. Cortez

Directors Absent
None

Guests Present
N. Saenz, X. Reyes

I. Opening Items

A.

Record Attendance and Guests

B. Call the Meeting to Order

G. Tanner called a meeting of the board of directors of Alta Public Schools to order on Wednesday Jun 11, 2025 at 6:08 PM.

II. Public Comment

A. Public Comment

No public comments.

III. Consent Agenda

A. Approve Minutes of the March 19, 2025 Board Meeting

L. Castellanos made a motion to approve the minutes from APS Board Meeting from March 19, 2025.
R. Carranza seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Cortez	Aye
M. Castro	Aye
M. Porras	Aye
L. Castellanos	Aye
G. Tanner	Aye
R. Carranza	Aye

B. Approve New Hires

L. Castellanos made a motion to Approved Consent agenda Items A and B.
R. Carranza seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

S. Cortez	Aye
M. Castro	Aye
L. Castellanos	Aye
G. Tanner	Aye
R. Carranza	Aye
M. Porras	Aye

IV. Academic Report

A. Academic Report Presentation

Staff report and presentation was presented to the board by APS Superintendent, Ms. Rachel Villalobos.

Academic report will be by Ms. Evans for AMCS and Dr. Newell will provide academic report for PTMS on the following subjects:

- Employee and student recognition
- Suspension/Expulsion
- WASC
- PYP IB Renewal
- Summer Program
- Reclassification
- iReady
- CAASP

Ms. Marisa Rascon reported on the summer school program.

B. Review and Discuss AMCS and PTLA LCAP (available for comment until 1 day before the Board adoption meeting)

Staff report and presentation was presented to the board by APS Superintendent, Ms. Rachel Villalobos and Dr. Newell.

V. Action Items

A. Review and Approve APS Independent Studies Master Agreement

M. Porras made a motion to Approve APS Independent Studies Master Agreement.
R. Carranza seconded the motion.
Staff report and presentation was presented to the board by APS Superintendent, Ms. Rachel Villalobos.
The board **VOTED** to approve the motion.

Roll Call	
M. Porras	Aye
M. Castro	Aye
G. Tanner	Aye
L. Castellanos	Aye
R. Carranza	Aye
S. Cortez	Aye

B. Review & Approve the FY25-26 Education Protection Account (EPA) Plans for AMCS and PTLAMS

Item was tabled.

C.

Review & Approve the FY25-26 Budgets for Academia Moderna, Prepa Tec LA and Central Office

Item has been tabled for a special board meeting.

D. Review & Approve the ConApps for Academia Moderna and Prepa Tec LA

R. Carranza made a motion to Approve ConApps for Academia Moderna and Prepa Tec LA Middle School.
S. Cortez seconded the motion.
Presentation and staff report was presented to the board by Mr. Xavier Reyes

Board members and staff ensued in a discussion.
Board moved to approve for AMCS and PTMS. Votes are as follows:

Moved to approved ConApps for Academia Moderna
Moved by Dr. Raul Carranza
Second by Sam Cortez

Ayes:
Greg Tanner
Sam Cortez
Mario Castro
Luz Maria Castellanos
Dr. Raul Carranza

Absent:
Mary Porras

Noes:
None

Moved to approved ConApps for Prepa Tec Middle School
Moved by Dr. Raul Carranza
Second by Greg Tanner

Ayes:
Greg Tanner
Sam Cortez
Mario Castro
Luz Maria Castellanos
Dr. Raul Carranza
Mary Porras

Noes:

None

The board **VOTED** to approve the motion.

Roll Call

L. Castellanos	Aye
R. Carranza	Aye
S. Cortez	Aye
G. Tanner	Aye
M. Porras	Aye
M. Castro	Aye

E. Review & Approve the APS Organizational Chart for FY2025-2026

Item was tabled for the next board meeting

F. Review & Approval of Revised APS Financial Policies and Procedures Manual

Item was tabled for the next board meeting

G. Review & Approve Answer to the LAUSD Fiscal Letter of Concern for Prepa Tec LA

Item was tabled for the next board meeting

H. Review & Approve the Resolution Appointing Lead Petitioners, Xavier Reyes, Rachel VIllalobos, and Esther Cuevas for the Renewal Application for PTLAMS to LAUSD

Item was tabled for the next board meeting

VI. Organization Management, Programs and Operations Report

A. OMPO Report

Staff report and presentation was provided by the following staff members per subject item.

A. Outreach, Enrollment, and Retention Report was presented Ms. Matamoros.
B. Meal Program was presented by Glenda Aleman
C. HR Update was presented by Ms. Guadalupe Mendez, HR Director.

VII. Closed Session

A. Personnel Matters (1 Item).

Nothing to report.

VIII. Closing Items

A.

Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:16 PM.

Respectfully Submitted,
M. Porras

B. NEXT BOARD MEETING: July , 2025

Coversheet

Approve Minutes from Board Meeting June 13, 2025

Section:	III. Consent Agenda
Item:	C. Approve Minutes from Board Meeting June 13, 2025
Purpose:	Approve Minutes
Submitted by:	
Related Material:	2025_06_13_board_meeting_minutes.pdf

DRAFT

Alta Public Schools

Minutes

SPECIAL BOARD MEETING

Date and Time
Friday June 13, 2025 at 5:00 PM

Location
Zoom: https://altaps-org.zoom.us/j/86808703481?jst=3

In Person:
8001 Santa Fe Avenue., Walnut Park, CA 90255
2410 Broadway Walnut Park, CA 90255
2547 Flower Street, Huntington Park, CA 90255
6350 N. Laurel Canyon Blvd. #201, North Hollywood, CA 91606
9850 Wilshire Blvd, Beverly Hills, CA 90201

Directors Present
G. Tanner (remote), M. Castro (remote), M. Porras (remote), R. Carranza (remote)

Directors Absent
L. Castellanos, S. Cortez

Guests Present
N. Saenz

I. Opening Items

A.

Record Attendance and Guests

B. Call the Meeting to Order

G. Tanner called a meeting of the board of directors of Alta Public Schools to order on Friday Jun 13, 2025 at 5:00 PM.

II. Public Comment

A. Public Comment

Members of the public were present however we did not receive a request for public speaking.

III. Action Items

A. Review & Approve the FY25-26 Budgets for Academia Moderna, Prepa Tec LA and Central Office

R. Carranza made a motion to Approve the FY 25/26 Budget as is with the understanding that the budget will be reviewed in the next board meeting with the adjustments suggested and review of the org chart.
M. Porras seconded the motion.
Presentation and staff report was presented by APS Superintendent, Ms. Rachel Villalobos.
Board member Dr. Raul Carranza did report on the discussion that took place on 06/12.

Motion to Approve FY 25/26 budget for Central Office as is with the understanding that we revisit in next meeting along with the org chart.
Moved: Dr. Raul Carranza
Second: Mary Porras

Ayes:
Greg Tanner
Mario Castro
Mary Porras
Dr. Raul Carranza

Absent:
Sam Cortez
Luz Maria Castellanos

Noes:
None

Motion to Approve FY 25/26 budget for Prepa Tec LA Middle School as is with the understanding that we revisit in next meeting address situation with staff with adjustments that were made along with the org chart.
Moved: Dr. Carranza
Second: Mary Porras

Ayes:
Greg Tanner
Mario Castro
Mary Porras
Dr. Raul Carranza

Absent:
Sam Cortez
Luz Maria Castellanos

Noes:
None

Motion to Approve FY 25/26 budget for Academia Moderna as is with the understanding that we revisit in next meeting talk about proposed as presented along with the org chart.
Moved: Dr. Raul Carranza
Second: Mary Porras

Ayes:
Greg Tanner
Mario Castro
Mary Porras
Dr. Raul Carranza

Absent:
Sam Cortez
Luz Maria Castellanos

Noes:
None

The board **VOTED** to approve the motion.

Roll Call

L. Castellanos	Absent
S. Cortez	Absent
R. Carranza	Aye
M. Porras	Aye
G. Tanner	Aye

Roll Call

M. Castro	Aye

B. Review & Approve the Resolution Appointing Lead Petitioners, Rachel Villalobos and Taylor Evans for the Renewal Application for PTLAMS to LAUSD.

M. Castro made a motion to Approve resolution appointing Lead Petitioners APS Superintendent of Instructions Rachel Villalobos and Head of School Taylor Evans and updated the date from June 11 to June 13.
M. Porras seconded the motion.
Presentation and staff report was presented to the board by Superintendent Ms. Rachel Villalobos.

Board members and staff ensued in a discussion.
The board **VOTED** to approve the motion.

Roll Call

G. Tanner	Aye
S. Cortez	Absent
M. Castro	Aye
R. Carranza	Aye
M. Porras	Aye
L. Castellanos	Absent

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:26 PM.

Respectfully Submitted,
M. Porras

B. NEXT BOARD MEETING: June 16, 2025

Coversheet

Approve Minutes from Board Meeting August 20, 2025

Section:	III. Consent Agenda
Item:	H. Approve Minutes from Board Meeting August 20, 2025
Purpose:	Approve Minutes
Submitted by:	
Related Material:	2025_08_20_board_meeting_minutes (2).pdf

DRAFT

Alta Public Schools

Minutes

Special Meeting of the Alta Public Schools Board

Date and Time
Wednesday August 20, 2025 at 6:00 PM

Location
Join Zoom Meeting: https://altaps-org.zoom.us/j/82335976178, Meeting ID: 823 3597 6178, by Phone: (312) 626-6799

In Person:
8001 Santa Fe Ave., Walnut Park, CA 90255
2410 Broadway, Walnut Park, CA 90255
2547 Flower St., Huntington Park, CA 90255
6350 N Laurel Canyon Blvd, #201, North Hollywood CA 91606
9850 Wilshire Blvd., Beverly Hills, CA 90201

Directors Present
G. Tanner (remote), L. Castellanos (remote), M. Porras (remote), R. Carranza (remote)

Directors Absent
M. Castro, S. Cortez

Guests Present
N. Saenz, R. Villalobos (remote), X. Reyes (remote)

I. Opening Items

A.

Alta Public Schools - Special Meeting of the Board of Directors - Wednesday Aug 20, 2025 at 6:00 PM

Record Attendance and Guests

B. Call the Meeting to Order

G. Tanner called a meeting of the board of directors of Alta Public Schools to order on Wednesday Aug 20, 2025 at 6:26 AM.
G. Tanner called a meeting of the board of directors of Alta Public Schools to order on Wednesday Aug 20, 2025 at 6:26 AM.

II. Public Comment

A. Public Comment

No public comments.

III. Action Items

A. Approve LAUSD Notice to Cure Lack of Compliance, Dated July 23, 2025

G. Tanner made a motion to Approve LAUSD Notice to Cure Lack of Compliance dated July 23, 2025.
L. Castellanos seconded the motion.
Presentation and staff report was presented to the board by Superintendent Ms. Rachel Villalobos.

Board ensued in a brief conversation.

Part 1
Reapprove APS Resolution of the Governing Board regarding Certification of Compliance that was originally approved May 9th, 2025.

Moved by Greg Tanner
Seconded by Luz Maria Castellanos

Ayes:
Dr. Raul Carranza
Greg Tanner
Mary Porras
Luz Maria Castellanos

Noes:
None

Abstain:
None

Absent:
Mario Castro
Sam Cortez

Part 2
Approve APS Plan for Certification of Board Compliance Review no. 2(9826399.1)

Moved by Dr. Raul Carranza
Seconded by Greg Tanner

Ayes:
Dr. Raul Carranza
Greg Tanner
Mary Porras
Luz Maria Castellanos

Noes:
None

Abstain:
None

Absent:
Mario Castro
Sam Cortez

Part 3
Approve Resolution to Cure

Moved by Luz Maria Castellanos
Seconded by Dr. Raul Carranza

Ayes:
Dr. Raul Carranza
Greg Tanner
Mary Porras
Luz Maria Castellanos

Noes:
None

Abstain:
None

Absent:
Mario Castro
Sam Cortez

The board **VOTED** to approve the motion.

Roll Call	
S. Cortez	Absent
M. Castro	Absent
G. Tanner	Aye
M. Porras	Aye
L. Castellanos	Aye
R. Carranza	Aye

B. Review and Approve the APS Fiscal Policies and Procedures

R. Carranza made a motion to Approve the APS Fiscal Policies and Procedures.
G. Tanner seconded the motion.
Staff report and presentation was presented by CEO, Xavier Reyes.

Board members and staff ensued in a brief discussion regarding presentation.
Board suggested for principals to be included.

The board **VOTED** to approve the motion.

Roll Call	
S. Cortez	Absent
R. Carranza	Aye
G. Tanner	Aye
L. Castellanos	Aye
M. Porras	Aye
M. Castro	Absent

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:42 PM.

Respectfully Submitted,
L. Castellanos

B. NEXT BOARD MEETING: September 10, 2025

Coversheet

Approve Minutes from Board Meeting September 22, 2025

Section:	III. Consent Agenda
Item:	K. Approve Minutes from Board Meeting September 22, 2025
Purpose:	Approve Minutes
Submitted by:	
Related Material:	2025_09_22_board_meeting_minutes (1).pdf

DRAFT

Alta Public Schools

Minutes

Alta Public Schools and Special Board Meeting Agenda

Date and Time
Monday September 22, 2025 at 6:00 PM

Location
Join Zoom Meeting
https://altaps-org.zoom.us/j/88295145935

Meeting ID: 882 9514 5935

In Person:
8001 Santa Fe Ave., Walnut Park, CA 90255
2410 Broadway, Walnut Park, CA 90255
2547 Flower St., Huntington Park, CA 90255
6350 N Laurel Canyon Blvd, #201, North Hollywood CA 91606
9850 Wilshire Blvd., Beverly Hills, CA 90201

Directors Present
G. Tanner (remote), L. Castellanos (remote), M. Castro (remote), M. Porras (remote), R. Carranza (remote)

Directors Absent
S. Cortez

Guests Present
N. Saenz, R. Villalobos

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

R. Carranza called a meeting of the board of directors of Alta Public Schools to order on Monday Sep 22, 2025 at 6:11 PM.

II. Public Comment

A. Public Comment

Emma Garcia - asking about the agenda and if the meetings will only take place in English.

III. Closed Session

A. Conference with Legal Counsel - Anticpated Litigation (Gov. Code section 54956.9(d)(2)): two matters

Board member Luz Maria Castellano moved to move into closed session.
Seconded by Mary Porras

Ayes:

Dr. Raul Carranza
Greg Tanner
Mary Porras
Mario Castro
Luz Maria Castellanos

Dr. Raul Carranza recused himself from closed session.

B. Public Employee Performance Evaluation (Gov Code section 54957(b)(1)) Title: CEO

Board voted for Mr. Xavier Reyes be placed on administrative leave effective immediately. Rachel Villalobos will be placed in charge temporarily with increased stipend.

IV. Closing Items

A.

Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:06 PM.

Respectfully Submitted,
M. Porras

B. Next Regular Board Meeting October 8, 2025

Coversheet

Academic Report Presentation

Section: IV. Academic Report
Item: A. Academic Report Presentation
Purpose: FYI
Submitted by:
Related Material: 4. APS Board Presentation 10.08.2025.pdf

Alta Public Schools

Academia | Prepa Tec

Board Meeting

10/08/2025

Academia- Students of the Month

academia moderna

alta public schools





















Academia- Staff of the Month



Teacher of the month



Staff of the month



Academia- Updates

- Suspensions/Expulsions
  - 1 Suspensions
  - 0 Expulsions
- Perfect attendance celebration for month of August
  - 86 students
  - Students earned a variety of incentives that they received on October 2 and 3rd

Prepa Tec- Students of the Month

August



6th gr.
Joel Rodriguez



7th gr.
Jorge Alejandro Andrade



8th gr.
Ashley Juarez

STUDENTS OF THE MONTH

September



6th gr.
Nayeli Huitzil



7th gr.
Sofia Casillas P

8th gr.
David Betancourt



Prepa Tec - Staff of the Month



Ms. Mendez, Staff

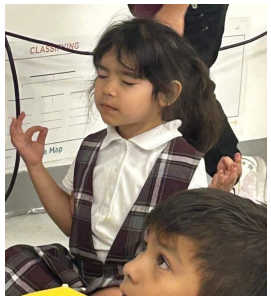


Ms. Estrada, Teacher

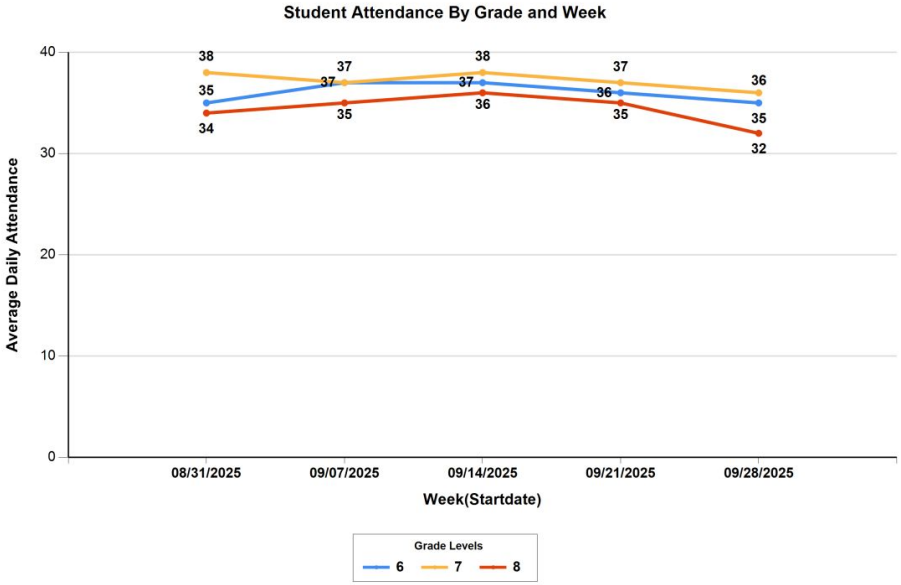
Prepa Tec- Updates

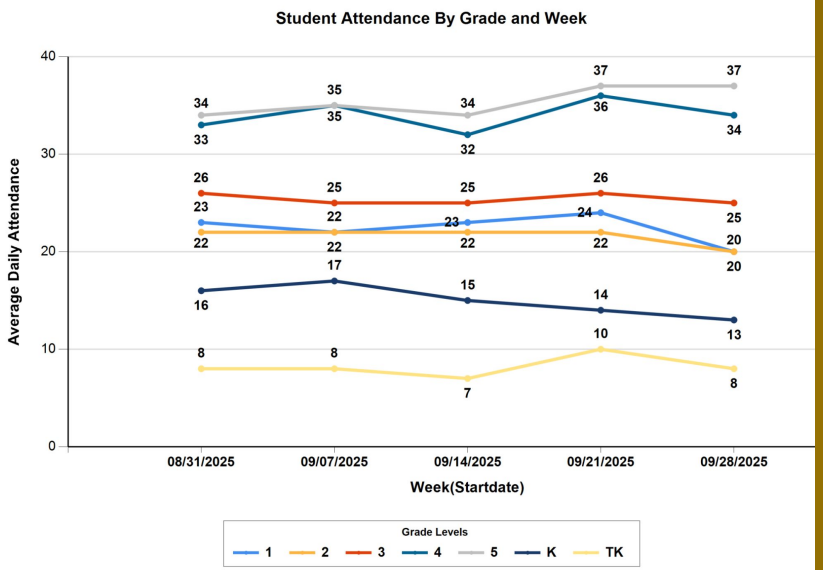
- Suspensions/Expulsions
  - 0 Suspension/Expulsions
- Focus is IB
  - Programs Standards & Practices which lie at the heart of being an IB World School
  - The Standards and practices, requirements and programs specifications are necessary for the successful implementation of the IB Program from Prep Tec Los Angeles.

Expanded Learning, Homeless & Foster Youth Programs

Enrollment		October Activities	Updates	Coming Soon
AMCS	TK: 19 (+7) Kinder: 20 (+2) 1st: 33 (+6) 2nd: 32 (+5) 3rd: 38 (+3) 4th: 48 (+7) 5th: 52 (+7) BSB: 70 (+31) Bus Riders: 18 (+11) Program Waitlist: 0	• Folklorico • Karate • Woodworking Club • Music • Improv • Cadets • Girl Scouts • Arts & Crafting Clubs  Mario Party September 26th Prepa Tec Los Angeles	Vote Needed: LIFT Enrichment Contract • Students Will Receive: Cooking Courses from LIFT Enrichment LLC. • 60-minute lesson which includes a reset between classes • Samples from each dish, including all fresh ingredients and utensils shipped to you • Serves 12-20 Students per workshop • In-Person: Our Chef Teacher arrives on site with the ingredients and leads students through culinary workshops. The culinary kit remains on site. Lessons can be back-to-back. • Aligned with Common Core Standards with an emphasis on real world skills, health literacy and an understanding of nutrition fundamentals. • $98,995 - 480 Student Participants • 160 hours of Instruction	Boy Scouts Lift Enrichment Culinary Program Empowerment Through Dance Program Esports Reboot Cadets Tobacco-Free Campus Campaign (TUPE Grant) 
PTLA	6th: 50 (+10) 7th: 59 (+7) 8th: 38 (+21) BSB: 58 (+26) Bus Riders: 58 (+43) Program Waitlist: 1			
Fall Camp Program 10/20-24 7-4pm	AMCS: 85 PTLA: 19			

Expanded Learning, Homeless & Foster Youth Programs





Homeless Count	Foster Count
AMCS: Approx: 1 Student	AMCS: 2 Students
PTLA: Approx: 1 Student	PTLA: 2 Students

Academic Report

- Beginning of the School Year Update
  - AMCS 376
  - PTLA 315
- Current Enrollment
  - AMCS - 370 (6)
  - PTLA - 305 (10)
- Parent Complaint to LAUSD on 10/3/2025 - to respond by 10/7/25, but we responded 10/3/2025
  - Alta Public Schools Board of Directors has a pattern of Brown Act violations/misconduct
  - Legal Exposure

Coversheet

Review & Approve Award of Contract--Food Service Management Company (FSMC) Services

Section: V. Action Items
Item: A. Review & Approve Award of Contract--Food Service Management Company (FSMC) Services
Purpose: Vote
Submitted by:
Related Material:
FSMC Vendor Scoring - Sheet1.pdf
Alta Public Schools 2025-26 FSMC Proposal.pdf
TNC Proposal, Alta Public Schools FSMC RFP 2025-26-20250919T213200Z-1-001.zip
Alta PS 2025-26 Vended Meals Proposal_ 9.23.25 (1).pdf

Alta2025RFP Vendor Scoring Comparison

Name of Vendor: Top Notch Catering LLC

Criteria	Reviewer #1	Reviewer #2	Reviewer #3	
Administrative Requirements	15	15	15	
Experience wtih NSLP, SBP, AMS and SSO	10	10	10	
Proposal Questionnaire responses and cover letter	20	20	20	
The financial stability of the respondent	15	15	15	
Corporate capability and experience as measured by client retention and satisfaction, and references.	10	10	10	
Corporate capability and experience as measured by years in the food service management industry.	5	5	5	
Cost	25	25	25	
Total	100	100	100	**300**

Name of Vendor: Everytable PBC

Criteria	Reviewer #1	Reviewer #2	Reviewer #3	
Administrative Requirements	15	15	15	
Experience wtih NSLP, SBP, AMS and SSO	8	8	8	
Proposal Questionnaire responses and cover letter	20	20	20	
The financial stability of the respondent	12	12	8	
Corporate capability and experience as measured by client retention and satisfaction, and references.	10	10	10	
Corporate capability and experience as measured by years in the food service management industry.	5	5	5	
Cost	11	11	11	
Total	81	81	77	**239**

Name of Vendor: Revolution Foods

Criteria	Reviewer #1	Reviewer #2	Reviewer #3	

Administrative Requirements	15	15	15	
Experience wtih NSLP, SBP, AMS and SSO	10	10	10	
Proposal Questionnaire responses and cover letter	20	20	20	
The financial stability of the respondent	12	12	15	
Corporate capability and experience as measured by client retention and satisfaction, and references.	10	10	10	
Corporate capability and experience as measured by years in the food service management industry.	5	5	5	
Cost	18	18	18	
Total	90	90	93	**273**

MASTER

Alta Public Schools
FSMC Service Proposal
RFP # ALTA2025RFP

Attn: Jesse Gutierrez and Glenda Aleman
1314 w. 12th Street,
Los Angeles, CA 90015

RFP Submission Due Date: 9/23/2025



PROPOSAL

This proposal includes trade secret, confidential and proprietary information of Revolutions Foods that is being submitted voluntarily and would not be provided to the school or any Government body were it subject to disclosure. This information shall not be disclosed outside the school organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to Revolution Foods as a result of this proposal, the school food authority shall have the right to duplicate, use or disclose the information to the extent required by law. This restriction does not limit the Government's right to use information contained in this proposal if it is obtained from another source without restriction. The information subject to this restriction is contained in the sheets marked "Confidential". Such information shall not be released under any applicable state or local freedom of information or public records act without notice to Revolution Foods, and Revolution Foods being given the opportunity to object to such disclosure

Cover Letter

9/23/2025

Greetings Alta Public Schools,

Thank you for the opportunity to submit a proposal for the 2025–26 FSMC meal services. At Revolution Foods, we are excited to support your goals with a partnership grounded in meals that are student-approved, responsive collaboration, and the best fruit rotation around.

This year, we are especially thrilled to share an important update for San Diego. For years, we have proudly served schools through cold deliveries that staff heat on site. We listened to the voices of administrators, food service teams, and families asking for something more—and now, we are ready to deliver hot, ready-to-eat meals directly to your campuses in the gorgeous city of San Diego. This investment allows us to bring even greater convenience and satisfaction while maintaining the quality and freshness your students deserve.

Our core mission remains unchanged: serving delicious, nutritious meals that students will actually eat, fueling bodies and not trash cans. Our menus are thoughtfully designed to increase student participation and satisfaction—something we've seen improve by 7% year-over-year across California partner schools. It's not enough to be healthy, chef-crafted, and compliant. Meals must be kid-tested and approved too.

What truly sets us apart is the collaborative approach we take to customer service and partnership. Unlike others who rely on a one-size-fits-all approach, we prioritize a dedicated, responsive team that maintains continuous, open communication with school staff, administrators, and food service personnel. Our approach ensures your voice is heard throughout the year—not just at review points. We listen, adapt, and co-create menu solutions that reflect your students' needs and preferences. We are a "here for you today AND tomorrow" solution, able to adapt as your goals do.

Lastly, as the only Certified B Corporation in the vended meal space, we are evaluated across five standards every three years including governance, workers, community, environment, and customers. The B Corp philosophy is to use business as a force for good. An area where we excel is the local sourcing of fruits and vegetables that help to both fuel our local economy and lessen our environmental impact. Over 20 seasonal fruits rotated through our menus last year alone.

We look forward to the opportunity to work together in building a student-loved, truly collaborative food program for Alta Public Schools. We hope to put to use our over 20 years of expertise, along with this exciting new hot-meal capability, to provide your students with the very best program around.

Should you have any questions or require further details, please don't hesitate to reach out. Proprietary documents have been clearly marked for your reference.

Thank you once again for this opportunity. We are eager to collaborate with Alta Public Schools and believe that together, we can build a strong, lasting partnership.

Sincerely,

Michelle Reitzin-Bass
Vice President of Sales & Marketing
Authorized Corporate Officer for Binding Contract
Mreitzin@revolutionfoods.com

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate, and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

Legal Name	***Revolution Foods, PBC***
Federal Tax ID:	*14-1955846*
SFA Liaison:	*Michelle Reitzin-Bass; mreitzin@revolutionfoods.com*
Mailing Address:	*5743 Smithway Street Ste 103, Commerce, CA 90040*
Contact Numbers:	*Office (323) 838-5555*

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About Us

Revolution Foods was founded in 2006 by local California parents and business leaders who listened to the needs of their communities—people who wanted healthier, better food for their schools. Rooted in our commitment to providing Healthy Meals for All, we've served over 880 million fresh meals that meet or exceed federal nutrition and ingredient standards. Today, we operate with more than 900 employees across Oakland, Los Angeles, and Las Vegas.

We serve a variety of educational institutions, including school districts, charter schools, private schools, summer camps, and after-school care providers. Revolution Foods has played a key role in increasing school meal participation across California and Nevada. In just a few years, we've transformed from a social change idea to one of the most impactful organizations in the national school meal community.

At Revolution Foods, we are driven by our core principle—Healthy Meals for All!—but we don't impose a specific personal agenda on your community. We offer a wide range of meal options, allowing you to choose the best fit for your students, families, and stakeholders. We avoid following fleeting food trends that might confuse or alienate students with unfamiliar ingredients or names. Our focus is simple: remove all barriers to healthy, accessible meals, and we believe this will positively impact every student's school experience across the country.

We understand the critical link between hunger and learning. Hungry students struggle to focus, and behavior issues can increase when children aren't properly nourished. Additionally, we know there's often a stigma attached to receiving "free" meals. For some students, the meals they receive at school may be the only nutritious food they get all day. At Revolution Foods, we are committed to challenging this status quo, and we believe we can work with schools across California to help alleviate these challenges. That starts with collaborating with you.

School meals must be fresh, healthy, appealing, and tasty—and above all, they must be meals that students actually want to eat, not ones that end up in the trash. We can transform the school meal experience by introducing new, comfort-food-inspired recipes to your students. Achieving this vision requires us to partner with innovative food manufacturers and embrace new ideas in our work.

Providing healthy meals for schools isn't a complicated mission, but it's a challenging one. Schools face strict meal program budgets, and we understand the importance of ensuring your students are eating well. We are dedicated to working with your diverse school community to create meals, menus, and service models that you and your stakeholders can be proud of.

With decades of combined experience in school operations and food service, Revolution Foods is uniquely equipped to meet the needs of your school and your students. We are excited about the opportunity to work together, and we thank you for considering this proposal.

Vendor Contact Information

Legal Name & Mailing Address of Organization

Revolution Foods, PBC
5743 Smithway St, Ste 103
Commerce, CA 90040
(323) 838-5555
www.revolutionfoods.com

Federal Tax ID #

14-1955846

Primary Proposal Contact

Michelle Reitzin-Bass
Vice President of Sales & Marketing
(818) 266-1978 Cell
mreitzin@revolutionfoods.com

Principal of the Organization

George Blanco
Chief Executive Officer
gblanco@revolutionfoods.com

Additional Company Contacts

Jonathan Diaz
Senior Director of Sales
(510) 850-4346 Cell
jdiaz@revolutionfoods.com

Evaluation of Proposal

CRITERIA	MAXIMUM POINTS
Cost	25
Administrative Requirements: Did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	15
Experience with School Breakfast and National School Lunch Programs.	10
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	20
The financial stability of the Respondent.	15
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	15
TOTAL POINTS	100

Attachment A: Attachments Checklist

Revolution Foods
Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or "x" next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package

Attachment	*Included*	*Attachment Name*
A	*X*	*Attachments Checklist*
B	*NA*	*Mandatory Tour*
C	*X*	*Minimum Qualifications*
D	*X*	*FSMC Professional Standards*
E	*X*	*Proposal Questionnaire*
F	*X*	*Respondent References*
G	*X*	*Authorization Agreement*
H	*X*	*Fee Proposal*
I	*X*	*Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters*
J	*X*	*Certificate of Independent Price Determination*
K	*X*	*21–Day Cycle Menu*

Attachment B : Mandatory Tour

The Mandatory Tour will include an escorted tour.

- The tour schedule includes the sites listed below.
- Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
- The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

TOUR SCHEDULE

Tour begins at 9:00 am
Where: 1855 East Valley Parkway, Escondido, CA 92027

Second Site Tour begins at 9:30 am
Where: 2255 East Valley Parkway, Escondido, CA 92027

Third Site Tour begins at 10:00 am
Where: 2269 East Valley Parkway, Escondido, CA 92027

The SFA thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

Revolution Foods Representative in Attendance: Jessica Kim and Nora Ahumada

Attachment C: Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of July 1, 2025, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. *The Respondent has at least five years of experience with food service programs.*

   Yes ___X___ *No* _____

2. *The Respondent has the resources and ability to provide 151,200 meals per fiscal year.*

   Yes ___X___ *No* _____

3. *The Respondent has knowledge and experience with the National School Lunch and School Breakfast Programs.*

   Yes ___X___ *No* _____

4. *The Respondent has professional references that demonstrate and evidence the ability to perform the required services.*

   Yes ___X___ *No* _____

5. *The Respondent is licensed to do business in the state of California.*

   Yes ___X___ *No* _____

Attachment D: FSMC Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the "Final Rule," establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director**. The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.

2. **School Nutrition Program Manager**. The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).

3. **School Nutrition Program Staff**. School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in 7 *CFR,* Section 210.30, which can be viewed at the following web page: http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

Acknowledgement of FSMC Professional Standards:

☒The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards.

☒The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA.

☒ The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.

☒The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

9/23/2025

Vendor Signature *Date*

Attachment E: Proposal Questionnaire #1

Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities. (2 page maximum)

Revolution Foods Meal Service Experience

Revolution Foods has grown to become California's leading provider of school meal services because of our commitment to Healthy Food for All and finding appropriate and creative solutions for each organization we partner with. Below is some key information on Revolution Foods.

- *Currently serving over 850 school and community sites in 2024-25 throughout California*
- *We are currently serving schools through the following models:*
  - *Bulk product delivery for on-site prep*
  - *Ready to Heat cold pre-packed meals heated on-site*
  - *Ready to Serve hot pre-packed meals*
  - *Ready to Serve hot family style meals*
- *145 total School Food Authorities and Sponsors supported throughout California.*

Meal Options offered per day – No other Vendor in CA offers more meals than Rev Foods!

- *Breakfast – 2 to 3 unique options per day*
- *Lunch – 3 to 4 unique options per day*
- *Supper – 2 to 3 unique options per day*

2024-25 Daily Service Volumes in California

- *Breakfast – 52,000 servings per day*
- *Lunch – 88,000 servings per day*
- *Supper – 14,000 servings per day*
- *Snack – 21,000 servings per day*

Key Non-Charter School Organizations Served

- *Mark West Union School District*
- *Westminster Unified School District*
- *San Francisco Unified School District*
- *Roseland School District*
- *Archdiocese of Los Angeles*
- *Piner-Olivet Union School District*
- *YMCA Silicon Valley*

Key Charter Organizations Served

- *Caliber Public Schools*
- *Summit Public Schools*
- *Alliance College-Ready Public Schools*
- *Aspire Public Schools*
- *ICEF Public Schools*
- *Camino Nuevo Academy*
- *Green Dot Public Schools*
- *Vista Charter Schools*
- *Watts Learning Center*
- *LA Leadership Academies*
- *STEM Public Schools*
- *Fortune Schools*
- *Education for Change Public Schools*
- *Voices College Bound Learning Academies*
- *Citizens of the World Charter Schools*
- *Amethod Public Schools*
- *Equitas Academy*
- *Imagine Schools California*

Business Practices & Financial Stability

School Meal Service Like No Other	*Since our first meal service in 2006, Revolution Foods has been committed to serving K12 students through creative and healthy meal concepts, serving breakfast, lunch, snack and supper. With three food production and distribution facilities, over 900 employees, a stellar Administrative Review record, and commitment to collaboration, Rev Foods meets and exceeds all food vendor expectations.*
Environmental Practices	• *Our commitment to sustainability extends to our packaging and utensils, most of which can be recycled or composted. We work to reduce wasteful packaging and encourage bulk packaging through volume purchasing.* • *We strive to reduce "food miles" through local sourcing and distribution.* • *We use energy-efficient bulbs and motion-sensors to turn off lights when not in use.* • *We manage thermostats using SmartAC models for heating and AC units, which automatically reduced use when needed.* • *We utilize Energy Star-rated equipment, low- or zero-VOC paints and carpets, and low-flow faucets throughout our Culinary Centers.*
Community Involvement Practices	• *We are 100% committed to health and wellness. Our partnership team is available for events, workshops, expos, and classes to help educate the community we serve.* • *We create a holistic learning environment around our food service offerings that includes partnering with our nutrition advocacy partners.* • *We solicit feedback both in person and virtually from our customers – our goal is to ensure that all our partners have the service they need to support their community.* • *We aim to impact local economic development by hiring from the communities we serve. To date, we have created over 3,000 jobs nationwide.*
Hiring and Workplace Practices	• *All full-time employees receive health benefits and meet or exceed fair wage standards.* • *We are dedicated to hiring a diverse workforce. We hire from the communities we serve, ensuring our team reflects the diversity of our schools' population.* • *We have been honored for our urban job creation by the Initiative for a Competitive Inner City (ICIC) in 2010, 2011, 2014, and 2018 on the Inner City 100 list for fastest-growing inner city job creators in the United States.*
Financial Stability	*With support from social impact and institutional investors L2 Point and Morgan Stanley, Rev Foods is well funded to meet all RFP obligations.*

Attachment E: Proposal Questionnaire #2

Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.), and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.

Revolution Foods was founded in 2006 with a mission to transform the way students eat by providing equitable access to healthy, affordable meals in schools and after-school programs. Since then, we have expanded our impact, delivering healthy, culturally relevant meals to youth, adults, and seniors nationwide. In 2009, Revolution Foods became a Certified B Corp, and in 2021, we transitioned to a Delaware Public Benefit Corporation (PBC), further solidifying our commitment to sustainability and creating social impact through our operations.

As a PBC, we continue to operate as a for-profit company while deepening our focus on large-scale food systems change. We uphold higher standards of purpose, transparency, and accountability. Our B Corp certification remains intact, ensuring we meet its rigorous reporting requirements as a PBC.

Today, 95% of Revolution Foods' business is dedicated to meal services for federally funded programs, including the School Breakfast Program, National School Lunch Program, Seamless Summer Option, Child & Adult Care Food Program, and Summer Food Service Program.

Initial Years of Administering Food Service Programs

- *School Breakfast Program – August 2006*
- *National School Lunch Program – August 2006*
- *Afterschool Meal Supplement (Snack) – August 2006*
- *Child and Adult Care Food Program – August 2006*
- *Seamless Summer Feeding Option – June 2007*

In addition to our meal preparation and delivery to our FSMC and Vended Meal clients, we have contracted to assume roles such as ordering meals, serving meals, heating meals on site, employing waste management methods, delivering cold meals for heat on site, and much more.

With over 19 years of experience providing high-quality vended meals across California and Nevada Revolution is now able to yield over 175K meals a day and accommodate most any order volume with disruption to our current operations or service levels. This is made possible by our existing infrastructure and production capacity. To ensure consistent service delivery and quality control in the event of increased demand, we leverage the following:

- *Scalable Production Capacity: Our facilities are designed to handle higher volumes efficiently, allowing us to seamlessly adjust to increased demand.*
- *Robust Logistics Network: Our extensive fleet and dynamic routing capabilities enable us to maintain timely deliveries even as order volumes grow.*
- *Dedicated Quality Assurance: Our strict quality control processes remain in place regardless of scale, ensuring that every meal meets our high standards.*
- *Proactive Resource Planning: We continuously evaluate and optimize our resources, including staffing and inventory, to stay ahead of demand fluctuations.*

Our experience and operational readiness position us to meet and exceed the anticipated demand for this proposal while maintaining the highest levels of service and quality.

Attachment E: Proposal Questionnaire #3

Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.

Experience & Industry Leadership

Revolution Foods has been providing prepared meals since 2006, delivering healthy, culturally relevant, and affordable meals to K-12 students, after-school programs, and community organizations. With over 19 years of experience, we operate three food production and distribution facilities and employ over 900 staff members in the states of California and Nevada. Our stellar Administrative Review record reflects our ability to consistently meet and exceed food vendor expectations.

By leveraging our extensive industry experience, robust infrastructure, and unwavering commitment to food safety and quality, Revolution Foods is well-equipped to successfully support the requirements outlined in this RFP.

Revolution Foods currently handles menu planning, procurement, food preparation, and delivery for over 1,000 sites daily. We can scale services up or down based on the client's needs, goals, and meal program vision. Additionally, we can assist with ordering and adjust food component percentages to help identify waste and make necessary adjustments for greater efficiency.

Revolution Foods' ability to assure on-time deliveries and successful program implementation.

With over 850 meal sites in operation and a 99% on-time delivery rate in 2024-25, Revolution Foods consistently meets the high delivery standards of our clients. Our kitchens follow strict schedules to ensure that every meal is prepared, stored, and ready for safe transportation. The Transportation team meticulously coordinates each route and departure to guarantee on-time delivery to every school on the route. Our fleet of delivery trucks is equipped with advanced GPS tracking software that provides real-time, actionable data, including route paths, speed, parking time, and projected delivery ETAs.

Commitment to Food Safety & Quality Assurance

We maintain a comprehensive HACCP (Hazard Analysis and Critical Control Points) Plan to ensure food safety at every stage of production and delivery. Our FSQA team, led by certified professionals, conducts rigorous monitoring, including hazard analysis, critical control point identification, and regular verification processes.

- *All facilities undergo internal and third-party audits to ensure compliance with FDA, USDA, and FSMA standards.*
- *Our Food Defense Program implements strict security measures, including vulnerability assessments, employee training, and physical security protocols to protect against potential contamination or tampering. This program is reviewed annually and updated as needed to align with regulatory changes. We are committed to delivering safe, high-quality pre-made meal kits, fully adhering to state and federal regulations.*

Revolution Foods' ability to operate in different school environments and settings and to meet different meal requirements (e.g., indoor vs. outdoor, prepacked vs. family style service).

With over 1,000 meal sites in current operation, Revolution Foods can accommodate any set-up and serving situation. We currently support indoor serveries, outdoor serving, in cafeterias, in parking lots, in areas with permanent covers, and also in areas with pop up tents. Our model can be adapted to meet the needs of any site. We currently employ

family style serving, pre-pack serving, a blended version of the two, ready to eat (hot meal delivery), and ready to heat (cold meal delivery with heat on site).

Revolution Foods' requirements for meal storage, preparation, and serving equipment at the school site (e.g., ovens, refrigerators, storage space, tents, tables).

Revolution Foods has no specific requirements for our service other than an area with enough space suitable for proper handling, space for Cambro units that maintain temperature, serving and line management.

How does Revolution Foods work with the school on its orders to reduce or minimize food waste?

Various Revolution Foods staff are involved in assisting schools to reduce food waste. Customer Service Managers will view and evaluate food service and provide tips on how to increase participation, speed the line up, and reduce overall waste. Every aspect will be evaluated included consumption of milk, fruit, vegetable, and disposables.

Nutrition Team Excellence

Revolution Foods employs a comprehensive and multi-layered approach to ensure all meals meet USDA weekly and daily requirements for the National School Lunch Program (NSLP). Our commitment to nutritional compliance is embedded throughout our menu development and operational processes. Our dedication begins with a specialized Menu & Nutrition Team. This team is responsible for creating compliant meals and menus. From the initial meal design phase, every component of each meal is intentionally crafted to align with the specific federal program requirements. This includes meticulous attention to meeting the mandated specifications for meat/meat alternates, whole grains, fruits, vegetables, and fluid milk, as well as adhering to the calorie, sodium, and saturated fat targets for both breakfast and lunch programs. The next critical step involves strategic menu planning. Our team carefully lays out the menu across the entire week to ensure that all weekly requirements are met. This includes a deliberate focus on incorporating the important bean/legume subgroup and achieving the minimum weekly targets for all other food components (meat/meat alternates, whole grains, fruits, vegetables, and fluid milk).

Prior to disseminating menus to schools, we conduct a thorough menu and nutrient analysis for every menu cycle using a USDA approved system. This validation process confirms that our weekly layout effectively meets all nutritional requirements and provides schools with the assurance of compliance.

Finally, we have implemented a safeguarded ordering system, Centro, for schools. This system is designed to prevent orders that would result in non-compliance with Offer versus Serve regulations, specifically ensuring that adequate quantities of fruits, vegetables, and fluid milk are ordered. Through this integrated system of dedicated expertise, intentional design, rigorous analysis, and controlled ordering, we provide schools with the confidence that the meals they order are fully compliant with USDA regulations, thereby significantly supporting a successful Administrative Review.

Our team works to provide ongoing webinars throughout the year for customers discussing topics on Menu Compliance, Offer Versus Serve, training of our online ordering system (Centro), as well as back to school hot topics like menu overview, allergy friendly meals, special meal programs, delivery and documentation, and heating guides. These webinars are provided to all SFA staff to join to set your schools up for success for the school year and educate how to manage your school food programs to better serve your students. We are deeply committed to partner with you to ensure seamless rollouts of our menus as well as actively listening to questions and feedback to better service you throughout the year.

Attachment E: Proposal Questionnaire #4

Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.

June 2024

I. *El Sol Science & Arts Academy – The school discontinued contract as they opted to resume services with their private caterer, who could more readily accommodate their requirements for vegan meals.*

II. *ISANA Academies - SFA went to bid and chose to go with lower priced vendor*

June 2023

a) *NEW Academy of Science & Arts - SFA went to bid and chose to go with lower priced vendor*

b) *TEACH LA Public Schools - SFA went to bid and chose to go with lower priced vendor*

c) *YPI Charter Schools - SFA went to bid and chose to go with lower priced vendor*

d) *Alliance College-Ready Public Schools - SFA went to bid and chose to go with lower priced vendor*

June 2022

1. *PUC Schools – The school district typically follows a bidding cycle every three years and ultimately selected a provider offering a lower price.*
2. *ICEF Public Schools - SFA went to bid and chose to go with another vendor but returned in 2023*
3. *Soleil Academy - Due to their standard two-year bidding cycle, the school district solicited new proposals and awarded the contract based on lower pricing.*

June 2021

- *Global Education Academy – SFA went to bid and chose to go with another vendor (returned in 2025)*

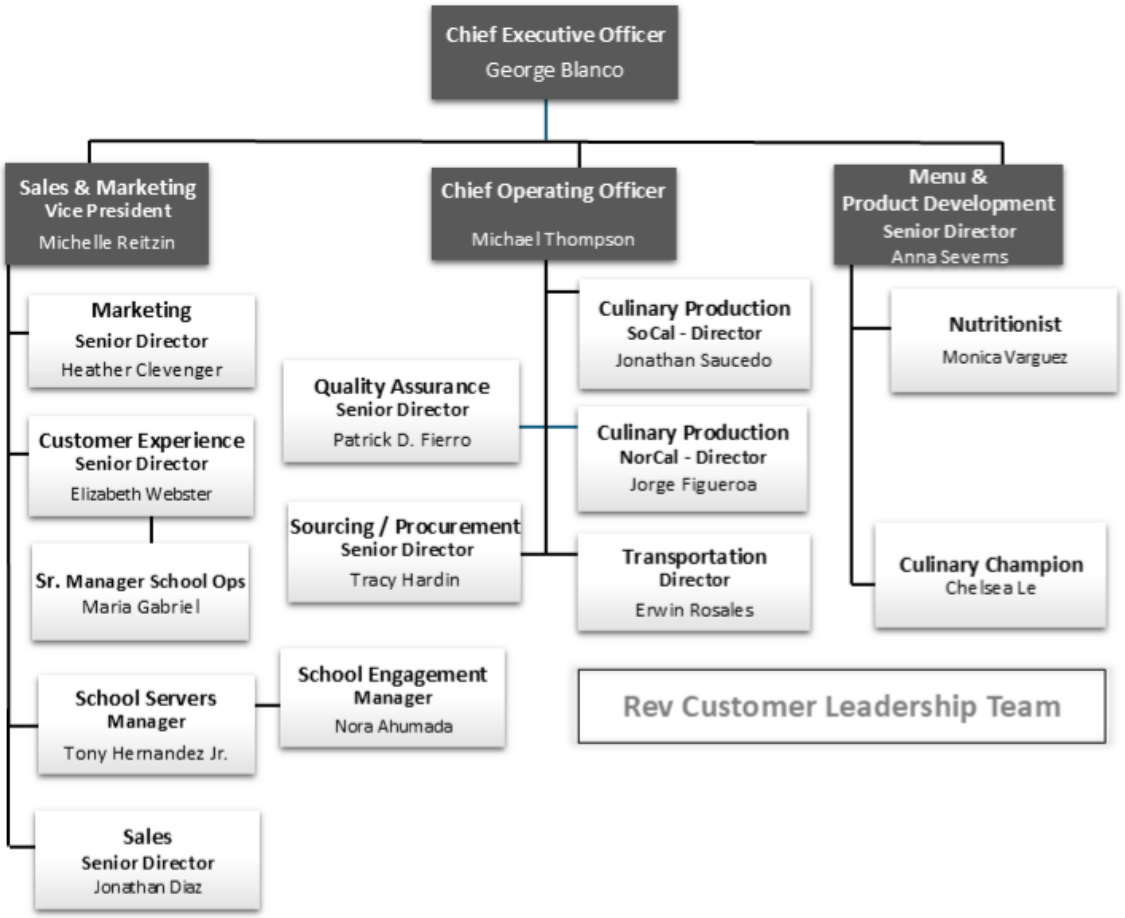
June 2020

1. *No SFAs to report*

Proprietary

Attachment E: Proposal Questionnaire #5

Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.



Responsibilities at Each Corporate Level:

- *Executive (C-suite/Top-level Leadership)*
  - *Develop and implement the overall strategy and vision.*
  - *High-level decision-making regarding direction, growth, and operations.*
  - *Manage financial health and budgeting.*
- *Director (Mid-level Leadership)*
  - *Ensure alignment of departmental goals with the company's overall objectives.*
  - *Lead and mentor managers and ensure their teams are operating effectively.*
  - *Drive initiatives that improve efficiency, innovation, and performance within the department.*
- *Manager (Operational/Team Leadership)*
  - *Manage day-to-day operations and oversee team members' work.*
  - *Handle team scheduling, workload distribution, and resource allocation.*
  - *Resolve conflicts, performance issues, and ensure team cohesion.*
- *Associate (Entry/Support-level)*
  - *Perform specific tasks or projects within their area of expertise.*
  - *Follow guidelines and procedures provided by management and leadership.*

Communication Overview:

Our standard practices involve clear, concise, and timely exchanges of information between all levels of our organization. Regular updates are shared through emails, meetings, and reports to ensure alignment of goals, performance, and key initiatives. Transparency, feedback loops, and open channels, such as instant messaging or daily standups, foster collaboration and ensure smooth operations across teams.

Proprietary

Attachment E: Proposal Questionnaire #6

Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.

Letter of Financial Standing

Dear Alta Public Schools ,

Revolution Foods is the largest K12 FSMC meal supplier across California, and we are the fastest growing Senior meal provider in California. Our ability to adapt and provide schools with personalized levels of meal service is unmatched in California.

Our customer base is over $120 million annually in California alone and we continue to grow. In the past year the company has made a significant strategic decision to invest heavily in our newly aligned and restructured operations, which have performed exceedingly well and are generating consistent positive reviews and increase in student participation and satisfaction.

Our current liquidity is very strong and further supported through a major line of credit and investment from Morgan Stanley, one of the largest banks in the world. In order to give you the most relevant financial picture of our go forward business, we are providing our year-to-date financials

Thank you,

George Blanco

George Blanco
Interim Chief Executive Officer
gblanco@revolutionfoods.com

Proprietary

Actual

	FY22	FY23	FY24
Cash	7,698,096	11,542,761	6,566,475
ST Investments	100,063	100,063	0
Accounts Receivable	24,279,204	14,042,011	15,551,513
Inventory	6,888,574	2,426,775	2,778,284
Prepaid Expenses & Other Receivables	1,142,730	805,433	830,082
Fixed Assets (Net)	20,413,012	9,189,972	7,616,506
LT Assets	0	13,303,072	11,135,592
Intangible Assets	43,530,216	34,839,648	32,089,086
Security Deposits	2,223,865	1,807,006	1,634,660
Total Assets	**106,275,760**	**88,056,741**	**78,202,198**
Accounts Payable	15,255,393	4,971,732	3,880,850
Accrued Liabilities	25,735,891	10,414,724	7,292,674
Other Current Liabilities	2,373,108	0	0
Current Liabilities (excludes debt)	**43,364,392**	**15,386,456**	**11,173,524**
Capital Leases	6,281,213	15,202,783	12,943,374
Notes Payable	24,442,050	31,092,617	37,970,302
Other Long-Term Liabilities	12,764,767	15,577,605	11,053,225
Long Term Liabilities	**43,488,030**	**61,873,004**	**61,966,901**
Total Liabilities	**86,852,422**	**77,259,460**	**73,140,425**
Stock + APIC	259,137,528	262,875,615	263,175,615
Accumulated Deficit + Current Year Gain/Loss	-239,714,190	-252,078,335	-258,113,842
Equity	**19,423,338**	**10,797,280**	**5,061,773**
Total Equity+Liabilities	106,275,760	88,056,741	78,202,198

Due to a 2-page minimum, official balance sheets can be found here. Noting that all documents linked are proprietary.

Attachment E: Proposal Questionnaire #7

Provide a description of promotional and marketing materials you will use to attract students to the program.

Promotional Strategies and Year-Round Engagement

Student, Parent, & School Feedback Initiatives

Five dedicated feedback programs are open and available to key stakeholders throughout the school year. While communication channels are always open, these programs operate in a more structured format.

1. ***RevUp Rewards:*** *Promotes conversation between students and caregivers about what students ate, how they liked it, and what they would try. Up to one entry daily.*
2. ***Menu Committee****: Regional meetings occurring three times per year bringing together program operators and offering; menu planning insight, culinary center tour, and taste tests of future menu items.*
3. ***Happy or Not Feedback Kiosks****: Kiosks visit interested schools on a two-week rotation allowing students to easily provide feedback on the meal they ate that day. Reports are shared with schools at the end of the rotation.*
4. ***School Satisfaction Survey****: Also known as Net Promoter Score, this survey is fielded twice per year to all school contacts who support school meals. Feedback is analyzed & ten corresponding improvement initiatives are selected.*
5. ***On Site Samplings for Students****: Schools can request a sampling visit where the Rev team enable students to sample and provide feedback on a menu item.*



Marketing, Awareness, and Engagement Activities

Our marketing team develops materials that help you promote your nutrition programs! The robust Resource Center hosts materials such as parent letters, meal cards with meal pictures/multi-lingual meal names, promotional posters, social posts and more. Promotional items are also available via our meal ordering platform, Centro, to alleviate the need to print items independently.

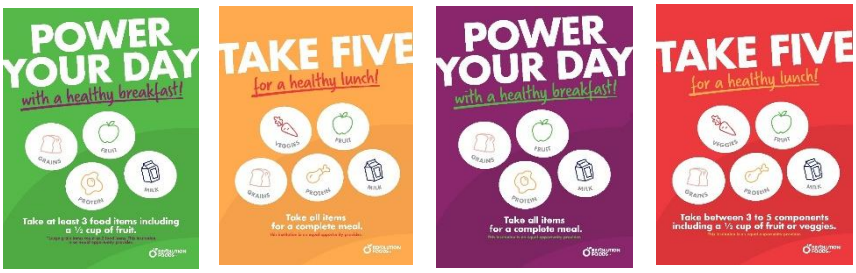


Participation and Education Activities

Revolution Foods offers a variety of presentations on topics like nutrition and NSLP guidelines for both parents and students. We also provide additional activities such as field trips to our culinary center, on-site BBQs, and special event catering for back-to-school evenings or parent teacher conferences.



Promotional Posters Supporting Healthy Eating and Smart Food Choices



Student Surveys

1. Real-Time, Frictionless Feedback

- *Students can provide input instantly with a single tap—no surveys, logins, or long forms.*
- *Encourages high response rates due to ease of use and anonymity.*

2. Visual, Intuitive Interface

- *The smiley-face format is simple, familiar, and accessible for all age groups, including younger students.*
- *No reading required, making it inclusive for students with limited literacy or language proficiency.*

3. Immediate Insight into Student Sentiment

- *Provides an ongoing pulse of student satisfaction in real time—ideal for monitoring mood during lunch, after a class, or throughout the school day.*
- *Enables schools to identify patterns or issues as they arise rather than waiting for periodic surveys.*

4. Encourages Honest Feedback

- *Anonymous format removes pressure and fear of judgment, especially important for students who may feel uncomfortable sharing concerns openly.*

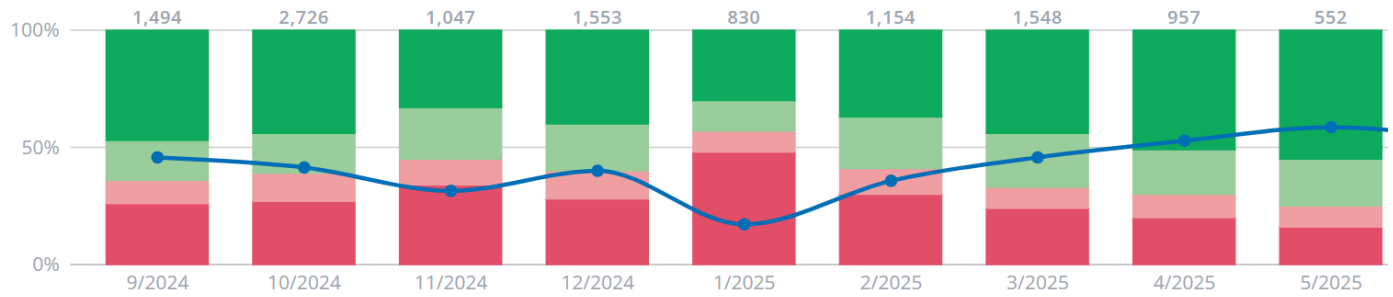
5. Data-Driven Decision Making

- *Collected data can be aggregated and visualized to identify trends across time, locations, or specific events.*
- *Helps educators and administrators make informed adjustments to policies, environments, or programming based on real student input.*

6. Promotes a Culture of Listening

- *Shows students that their opinions matter and are being actively considered, fostering engagement and a sense of belonging.*

Results *The*



results above are drawn from our student kiosk surveys, which we use as an ongoing feedback tool to continuously refine and optimize our menu offerings based on student preferences and insights.

i.e. students found a meal item unsatisfactory in January'25 to which the team quickly responded to showing a positive swing across Q1-Q2.

Attachment E: Proposal Questionnaire #8

Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

Upon notification of a new school for service, Revolution Foods promptly conducts an on-site visit to assess the existing meal service setup. Our team collaborates with school staff to identify operational strengths and address any service challenges. We strive to preserve effective existing processes while implementing tailored solutions to enhance efficiency. Recognizing that each school has unique needs and logistical requirements, Revolution Foods customizes its approach to ensure the best possible service experience.

As a company with extensive experience serving large charters across California, Revolution Foods understands the unique needs and operational considerations of schools like yours! We are confident in our ability to support your meal program and enhance every aspect of our service. We would welcome the opportunity to meet with school staff to develop a plan that evaluates location(s), timing, and processes for delivery, set-up, and service. Our goal is to integrate seamlessly into the school's daily schedule without disrupting instructional or operational activities.

Staffing Needs: *All delivery drivers and service staff will undergo a rigorous selection process, including identification, screening, hiring, and training to meet the site's daily operational needs. To ensure ongoing excellence, staff will receive regular re-training and evaluations on best practices for safely working within school environments. Our standard operating procedures for delivery and meal service are designed based on industry best practices and a deep understanding of the unique needs of each school.*

If changes are needed Revolution Foods staff, in conjunction with school staff, will create a plan evaluating the ideal location(s), timing, and processes for delivery, set-up, and service. It is our goal to seamlessly fit within the daily schedule of the school and not interfere with any current instructional or operational activities.

Equipment Needs: *Once awarded the contract, Revolution Foods staff will immediately reach out to sites and request a walk-through of the site. The purpose of the walk through is to discuss drop off area, serving area, line flow, POS, and more.*

After this meeting, Revolution Foods will provide SFA site staff with a recommended plan to address all the aforementioned areas. Any equipment recommendations will be provided along with a list of items that can be loaned or purchased from Revolution Foods.

Roles & Responsibilities: *Following the walk-through meetings and final decisions on site setup and equipment, the Revolution Foods Customer Service Manager will collaborate with site staff to define expectations and responsibilities for daily operations. In most cases, school staff handle the setup of heavy equipment such as tables and tents, while Revolution Foods oversees meal staging, distribution setup, and the cleaning and organization of serving and delivery equipment.*

New Year Rollout: *At the start of service at each school site, select members of Revolution Foods leadership will be on-site to assess meal quality, staff interactions, operational processes, and line flow. Our management team will be available to collaborate with school staff and make any necessary adjustments to ensure the highest quality service. Additionally, staff will receive a comprehensive list of Revolution Foods contacts for immediate support with any questions, suggestions, or concerns.*

We understand that a strong first impression sets the tone for the school year, and our goal is to be a trusted partner—keeping students engaged and ensuring they enjoy their meal experience.

Attachment E: Proposal Questionnaire #9

Question #1: *Provide information on the company's participation in the USDA and/or DOD commodities program.*
Utilization of USDA Food Entitlement and Credit Process
We take a comprehensive and collaborative approach to managing USDA Foods entitlement, supporting schools in maximizing their allocation dollars through effective use of both brown box USDA Foods and the Department of Defense (DOD) Fresh Fruit and Vegetable Program (FFAVORS). Our goal is to fully integrate these resources into the meal program in a way that is cost-effective, nutritionally balanced, and operationally seamless.

Strategic Planning and Collaboration
Prior to the school year, we partner with the SFA to review their total entitlement allocation and develop a usage strategy that aligns with their goals, menus, and participation projections. Together, we identify USDA brown box items and DOD Fresh produce that support planned menu cycles and nutrition standards. By securing commodity items early and coordinating orders in advance, we help SFAs make the most of their entitlement funds.

Brown Box USDA Foods
We maximize the use of brown box USDA Foods—such as frozen vegetables, legumes, tomato products, pasta, cheese, and lean proteins—by incorporating them into our core recipes and daily menus. These items help reduce reliance on commercial ingredients, driving down food costs while maintaining high-quality, compliant meals. We manage all USDA Foods with care, following strict food safety protocols, including:

- *Inspection & Documentation: Verifying quality and USDA compliance at the time of delivery*
- *Proper Storage: Following temperature and food safety standards*
- *Inventory Management: Tracking usage to ensure efficient rotation and minimal waste*

DOD Fresh (FFAVORS) Program
We also work closely with the SFA to manage their DOD Fresh allocation through a detailed nine-month spending plan that reflects seasonal availability and menu needs. Our dedicated Produce Manager coordinates FFAVORS orders on a monthly basis, ensuring timely ordering (typically by the 25th of the prior month) and optimal use of fresh produce dollars.
We incorporate a wide variety of fruits and vegetables—such as apples, oranges, broccoli, baby carrots, celery, and strawberries—into menus to meet NSLP requirements and enhance student appeal.

Transparency and Credit Management
Our billing team reviews FFAVORS invoices weekly and applies corresponding credits directly to the SFA's monthly invoice. This process ensures full transparency and allows the SFA to track how entitlement funds are being applied throughout the year.

To ensure timely ordering, our dedicated Produce Manager reviews and submits orders each month, ensuring that SFA receives the upcoming month's DOD Fresh quantities no later than the 25th of the prior month. Additionally, we collaborate with SFA at designated times before the school year begins to determine USDA Foods orders, ensuring that products are secured in advance and aligned with menu planning requirements.

In Summary
Our program is designed to help schools make the most of their USDA entitlement by thoughtfully leveraging both brown box and DOD Fresh options. We provide the planning, tracking, and support needed to ensure these resources are fully utilized and seamlessly integrated into the school's meal program.

Question #2: *How long has the company participated in the program?*
Revolution Foods has been an approved processor since 2016.
Question #3*: How many current schools have participated, and what is the average savings per meal for participating schools?*

Program	*# of School Sites*
School Delivery Sites Participating in Commodities	*330*
Brown Box School Districts	*35*
DOD School Districts	*48*
Average savings/meal	*$0.15*

Proprietary

Attachment F: Respondent References

List three references to which the Respondent has provided food service management services within the past three year(s).

Reference 1		
Name of Reference: *Green Dot Public Schools*		
Street Address: *1149 S. Hill St. Ste 600*		
City: *Los Angeles*	State: CA	Zip Code: 90015
Contact Person: *Darren Alexander*	Contact Title: Operations Manager	Contact Phone Number: *(323) 565-1629*
Email: *darren.alexander@greendot.org*		
Brief Description of Services Provided: *SBP, NSLP, CACFP*		
Dates of Service: *2020 – Current*		
Reference 2		
Name of Reference: *Integrity Charter Schools*		
Street Address: *701 National City Blvd.*		
City: *National City*	State: *CA*	Zip Code: *91950*
Contact Person: *Libna Lopez*	Contact Title: *Comm. & Student Services*	Contact Phone Number: *619-336-0808 x202*
Email: llopez@integritycharterschool.net		
Brief Description of Services Provided: *SBP, NSLP*		
Dates of Service: *2022- Current*		
Reference 3		
Name of Reference: *ICEF*		
Street Address: *3855 Slauson Ave*		
City: *Los Angeles*	State: *CA*	Zip Code: 90043
Contact Person: *Tracy Marshall*	Contact Title: *Nutrition Coordinator*	Contact Phone Number: *(323) 290-6942*
Email: tmarshall@icefps.org		
Brief Description of Services Provided: *SBP, NSLP*		
Dates of Service: *2023-Present*		

Attachment G: Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: Alta2025RFP

We, Revolution Foods, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.

2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.

3. That the proposal submitted is a firm and irrevocable offer good for one year.

4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Alta Public Schools.

5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Alta Public Schools .

6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting

FSMC Name: Revolution Foods

Address: 5743 Smithway St #103

City: Commerce State: CA Zip: 90040

Email Address: mreitzin@revolutionfoods.com

Web Site Address: https://www.revolutionfoods.com/

Name of Authorized Representative: Michelle Reitzin-Bass

Title of Authorized Representative: Vice President of Sales & Marketing

Signature of Authorized Representative

9/23/2025

Date Signed

Attachment H: Fee Proposal

All costs are based on average daily participation of 840 number of meals served on 180 number of school days.

COST BREAKDOWN			
Item #	**Description** *(Include All Goods and Services included in the Fixed Price)*		**Annual Cost**
1.	Breakfast		**$165,240**
2.	Lunch		**$355,500**
3.			**$**
4.			**$**
	Sub Total		**$520,740**
	Personnel Costs		**Annual Cost**
5.	Food servers (3 servers, 3 hours/day)	$26.25	**$42,525**
6.		$	
	Sub Total	$	
	GRAND TOTAL		**$563,265**

COST PER MEAL			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	61,200	$2.70	$165,240
Lunch	90,000	$3.95	$355,500
TOTAL	151,200		$520,740

Personnel Cost	
Server/Site	**Per/Hr Cost**
Site 1	$26.25
Site 2	$26.25
Site 3	$26.25

**Pricing is quoted on daily hot delivery*
*** Premium fruit is not offered at an additional cost. Seasonal varieties, such as cantaloupe, watermelon, and plums, will be incorporated when available at no extra charge.*

Pricing Disclosures for Additional or Upgrade Options for all Sites

- *Special Therapeutic Meals – 9 major food allergens covered - milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, and soybeans*[1]
  Breakfast: *$ 3.50* *Lunch:* *$ 5.00*
- *Soy Milk – non medically needed: $ 0.80 ea*
- *3rd Party Pizza Meal Options: additional $0.56 per lunch*
- *Onsite BBQs for Lunch: additional $0.64 per lunch*
- *National Commodity Processor Fee: 10% of creditable commodity usage*
- *Family Style Meals: Same price as Individual Packaged Lunch*
- *Server Rate Per Hour*[2]*: $26.25 per person*

Service Descriptions for all Sites

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.

a. *Full serving of vegetable*
b. *Full serving of fruit or fruit juice*
c. *Sporks & Napkin kit for each lunch and breakfast when appropriate*
d. *Trays for lunch (breakfast trays may be purchased al a carte)*
e. *Milk – 1%, Fat Free, & Chocolate options*
f. *Meal appropriate condiments*

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

[2] *Final Server costs will be based on hours worked*

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of their knowledge and belief, that:

A. 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 employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

B. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. 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.

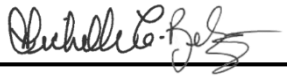
Revolution Foods
Organization:

5743 Smithway Street STE 103
Street address:

Commerce, CA 90040
City, State, Zip:

Michelle Reitzin-Bass
Certified by: (type or print)

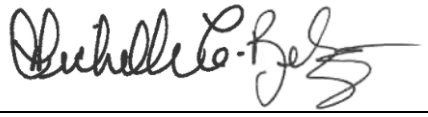
Vice President of Marketing & Sales
Title


Signature

9/23/2025
Date

Disclosure of Lobbying Activities

a. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance **N/A**	a. Status of Federal Action: 1) Bid/Offer/Application 2) Initial Award 3) Post-Award **N/A**	b. Report Type 2. Initial filing 3. Material change For Material Change Only: Year__ Quarter ____ Date of last report _____ **N/A**

c. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee ☐ Tier, if known Congressional District, if known:	d. 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
e. Federal Department Agency	f. 7. Federal Program Name/Description: CFDA Number, if applicable:
g. 8. Federal Action Number, if known:	h. Award Amount, if known
i. A. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	c. Individuals Performing Services (including address if different from 10A (last name, first name, MI
11. 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 31 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:** Michelle Reitzin-Bass **Title:** Vice President of Sales & Marketing **Telephone Number:** (323) 838-5555 **Date:** 9/23/2025
FEDERAL USE ONLY	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

A. The Respondent certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Revolution Foods

Contractor/Company Name

RFP ALTA2025RFP

Award Number, Contract Number, or Project Name

Michelle Reitzin-Bass, Vice President of Sales & Marketing

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

Signature(s)

9/23/2025

Date

Attachment J : Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

Revolution Foods		
Name of Respondent		

A. By submission of this offer, the offeror (Respondent) 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, for the purposes of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor, before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; 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.

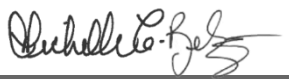
B. Each signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or
2. (i) Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.
    - Insert full names of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror's organization.

i. As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; and

ii. As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above, and

C. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

		*Vice President of Sales & Marketing*		*9/23/2025*	
Signature of FSMC's Authorized Representative		Title		Date	

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

Attachment K: 21-Day Cycle Menus

SEPTEMBER BREAKFAST

Monday	Tuesday	Wednesday	Thursday	Friday
1	2	3	4	5
Labor Day	Vanilla Concha Cheerios Cereal French Toast Sticks	Yogurt Parfait w/ Granola Apple Jacks Cereal Mini Pancakes (V)	Blueberry Muffin Honey Bunches of Oats Cereal Croissant Sausage Sandwich	Cinnamon Swirl Apple Jacks Sausage Stuffed Waffle
8	9	10	11	12
Cinnamon Crumble Cinnamon Chex Cereal Mini Pancakes (V)	Chocolate Chip Muffin Top Cheerios Cereal English Muffin Sausage Sandwich (V)	Conchita & String Cheese Honey Bunches of Oats Cereal Sausage Stuffed Waffle	Mantecada Muffin Apple Jacks Cereal Egg Scramble w/ Sausage	StrawberryBanana Smoothie W/Granola Froot Loops Cereal Pancake Sausage Sandwich
15	16	17	18	19
Bagel w/ Cream Cheese Froot Loops Pancake Sausage Sandwhich	Vanilla Concha Cheerios Cereal French Toast (V)	Yogurt Parfait w/Granola Apple Jacks Cereal Mini Pancakes (V)	Blueberry Muffin Honey Bunches of Oats Cereal Croissant Sausage Sandwich	Cinnamon Swirl Apple Jacks Cereal Sausage Stuffed Waffle
22	23	24	25	26
Cinnomon Crumble Cinnamon Chex Cereal Mini Pancakes (V)	Chocolate Chip Muffin Top Cheerios Cereal English Muffin Sausage Sandwich (V)	Conchita & String Cheese Honey Bunches of Oats Cereal Sausage Stuffed Waffle	Mantecada Muffin Apple Jacks Cereal Egg Scramble w/ Sausage	Strawberry Banana Smoothie w/ Granola Froot Loops Cereal Pancake Sausage Sandwich
29	30	1	2	3
Bagel w/ Cream Cheese Froot Loops Cereal Pancake Sausage Sandwich	Vanilla Concha Cheerios Cereal French Toast	Yogurt Parfait w/ Granola Apple Jacks Cereal Mini Pancakes (V)	Blueberry Muffin Honey Bunches of Oats Cereal Croissant Sausage Sandwich	Cinnamon Swirl Apple Jacks Ceral Sausage Stuffed Waffle

Breakfast Includes:	***Featured Fruit:***	***RevUp Rewards:***
Choice of 1% or Fat Free Milk Fruit of the Day = 2 x 1/2 cup options **(V)** Vegetarian *Cereal Served w/ Graham Crackers ****All grains are whole grain rich***	Apple, Apple Slices, Applesauce Cup, Banana, Pear, Plum, Raisins, 100% Fruit Juice	Scan Our QR Code Daily Rate the Meal You Ate **You're Entered to Win!** Drawings Monthly Learn More and See Prizes: www.revolutionfoods.com/revuprewards

This institution is an equal opportunity provider. Menus are subject to change without notice. *Breakfast - SBP Main

SEPTEMBER LUNCH

Made for you! REVFOODS

Monday	Tuesday	Wednesday	Thursday	Friday
1	2	3	4	5
Labor Day!	Cheeseburger & Fries Hot Dog & Fries Yogurt & Mantacada Kit w/ Corn (V)	Chicken Queso Blanco Bowl Bean & Cheese Burrito w/ Crispy Beans (V) Chicken Salad & Cheese Kit w/ Crispy Beans	Teriyaki Chicken w/ Rice & Carrots Mac & Cheese Soy Burger w/ Potato Wedges (V) Asian Chicken Salad	Beef, Bean & Cheese Burrito Cheese Pizza (V) Turkey & Cheese Sub Sandwich
8	9	10	11	12
Crispy Chicken Sandwich & Fries Breakfast for Lunch w/ Sausage & Potatoes Yogurt & Mantacada Kit w/ Corn (V)	Pizza Dippers w/ Marinara Sauce (V) Chicken Tamale w/ Mixed Vegetables Penne Pasta w/ Meat Sauce Italian Trio Sandwich	Chicken Bites w/ Mashed Potatoes Bean & Cheese Pupusa w/ Curtido (V) "P"B&J Kit (V)	Turkey Nachos w/ Refried Beans Chicken Tikka Masala w/ Chickpeas Veggie Chef Salad (V)	Pepperoni Pizza Cheese Pizza (V) Turkey & Cheese Pretzel Sandwich
15	16	17	18	19
Hamburger & Fries Crispy Chicken Sandwich & Fries Yogurt & Mantacada Kit w/ Corn (V)	Orange Chicken w/ Rice & Carrots Penne Pasta w/ Meat Sauce Pizza Dippers w/ Marinara Sauce (V) Cheese Pizza Kit (V)	Beef Taco Stick & Crispy Beans Cheese Tamale w/ Black Beans (V) Chicken Salad & Cheese Kit & Crispy Beans	Chicken Bites w/ Mashed Potatoes Mac & Cheese Chicken Dumplings w/ Rice & Peas Chicken Cesaer Salad	Pepperoni Pizza Cheese Pizza (V) Turkey & Cheese Sub Sandwich
22	23	24	25	26
Cheeseburger & Fries Hot Dog & Fries Yogurt & Mantacada Kit w/ Corn (V)	Beef Birria Tacos w/ Tajin Corn Chicken Dumplings w/ Rice & Peas Chicken Tamale w/ Mixed Veg Cheese Pizza Kit (V)	BBQ Chicken w/ Baked Beans Bean & Cheese Burrito w/ Crispy Beans (V) Chicken Salad & Cheese Kit & Crispy Beans	Teriyaki Chicken w/ Rice & Carrots Penne Pasta w/ Meat Sauce Soy Burger w/ Potato Wedges (V) Asian Chicken Salad	Pepperoni Pizza Cheese Pizza (V) Turkey & Cheese Sub Sandwich
29	30	1	2	3
Crispy Chicken Sandwich & Fries Hot Dog & Fries Yogurt & Mantacada Kit w/ Corn (V)	Pizza Dippers w/ Marinara Sauce (V) Chicken Tamale w/ Mixed Veg Penne Pasta w/ Meat Sauce Turkey Trio Sandwich	Chicken Bites w/ Mashed Potatoes Bean & Cheese Pupusa w/ Curtido (V) "P"B&J Kit (V)	Turkey Nachos w/ Refried Beans Chicken Tikka Masala w/ Chickpeas Veggie Chef Salad (V)	Pepperoni Pizza Cheese Pizza (V) Turkey & Cheese Pretzel Sandwich

Lunch Includes:	***Veg of the Day:***	***Featured Fruit:***	***RevUp Rewards***
Choice of 1% or Fat Free Milk Fruit & Vegetable of the Day (V) Vegetarian *May include an extra 1/2 cup veg for compliance ***All grains are wholegrain rich***	**Monday**: French Fries **Tuesday:** Carrots **Wednesday:** Crunchy Beans **Thursday:** Cucumber / Celery **Friday:** Side Salad w/ Dressing	Apples, Applesauce, Bananas, Grapes, Oranges, Peaches, Pears, Plums, Waternmelon 100% Juice	Scan Our QR Code Daily Rate the Meal You Ate You're Entered to Win! Drawings Monthly Learn More and See Prizes: www.revolutionfoods.com/revuprewards

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*Lunch - NSLP

REVOLUTION FOODS healthy meals for all

ALLERGY FRIENDLY

Monday	Tuesday	Wednesday	Thursday	Friday
Weekly Breakfast Menu				
Cinnamon Chex Bowl, Strawberry Rockinola Granola	GF Cheerios Bowl, Chocolate Rockinola Granola	Cinnamon Chex Bowl, Strawberry Rockinola Granola	GF Cheerios Bowl, Chocolate Rockinola Granola	Corn Chex Bowl, Chocolate Rockinola Granola
Weekly Lunch Menu				
Turkey Marinara Bowl w/ Green Peas	Chicken Fajitas Bowl w/ Green Beans	California Turkey & Vegetable Bowl	Beef & Veggie Bowl w/ Zucchini	Turkey & Rice Burrito Bowl w/ Refried Beans & Corn
Weekly Snack Menu				
Rockinola Chocolate Granola, Fruit*	Corn Tortilla Chips, Fruit*	Rockinola Cinnamon Granola, Fruit*	Rockinola Strawberry Granola, Fruit*	Corn Tortilla Chips, Fruit*
Weekly Supper Menu				
Chicken Fajitas Bowl w/ Green Beans	Turkey Marinara Bowl w/ Green Peas	Turkey & Rice Burrito Bowl w/ Refried Beans & Corn	California Turkey & Vegetable Bowl	Beef & Veggie Bowl w/ Zucchini

Handling Instructions

Keep food frozen/refrigerated until ready to cook and serve.
Tear open the side of the film, place the tray in the microwave and microwave on high for 3-5 minutes. Ensure the internal temperature reaches 165°F. Allow the food to rest for 1 minute.
For conventional oven, set the oven temperature at 300°F, heat the meal for 50-60 minutes from frozen or until thermometer reaches 165°F.

Lunch Includes:	*RevUp Rewards:*	*Fruit:*
Milk Alternatives are available through the A La Carte Menus. *(Additional fees may apply.)* This institution is an equal opportunity provider. Menus are subject to change without notice for another AFM option.	Scan Our QR Code Daily Rate the Meal You Ate You're Entered to Win! Drawings Monthly Learn More and See Prizes: www.revolutionfoods.com/revuprewards	Apples, Applesauce, Bananas, Grapes, Oranges, Peaches, Pears, Plums, Watermelon 100% Juice

Our Allergen Management Plan:

Revolution Foods takes food safety and customer safety seriously. We have an allergen management plan in place to prevent allergen cross-contamination. This meal is free of major 9 allergens and manufactured on a validated clean line. The sanitation process is verified by performing allergen residue testing. Every production batch is being tested against these listed allergies up to the stated limit of detection (LOD) using an accredited test method.

Target Allergen	LOD (Limit of Detection)	Target Allergen	LOD (Limit of Detection)
Almond Protein	2 ppm	Gluten Protein	4 ppm
Brazil Nut Protein	5 ppm	Hazelnut Protein	5 ppm
Cashew/Pistachio Protein	2 ppm	Macadamia nut Protein	2 ppm
Coconut Protein	10 ppm	Total Milk Protein	1 ppm
Crustacean Protein	2 ppm	Peanut Protein	1 ppm
Whole Egg Protein	2 ppm	Walnut Protein	10 ppm
Soy Protein	2 ppm	Sesame Protein	5 ppm

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SEPTEMBER SNACK

Monday	Tuesday	Wednesday	Thursday	Friday
1	5	6	7	8
Labor Day	Kettle Corn Chickpeas (1V) & Juice	Spicy Chili Lime Rings (1.25G) & Fruit OR Goldfish Pretzels (1G) & Fruit	Pizza Crackers (1G) & Juice	Goldfish Cheddar (1G) & Fruit
8	9	10	11	12
Fruity Crisps (1.25G)& Fruit	Ranch Crackers (1G) & Juice	Educational Snacks (1G) & Fruit	Cinnamon Grahams (1G) & Juice	BBQ Poptillas (1G)& Fruit
15	16	17	18	19
Goldfish Cheddar (1G) & Fruit	Cinnamon Granola (1G) & Juice	Nacho Poptillas (1G) & Fruit	Cheese Puffs (1G) & Juice	Goldfish Pretzels (1G) & Fruit
22	23	24	25	26
Cheese Stick & Wheat Crackers (1W/1G)	Kettle Corn Chickpeas (1G) & Juice	Spicy Chili Lime Rings (1.25G) & Fruit OR Goldfish Pretzels (1G) & Fruit	Pizza Crackers (1G)& Juice	Goldfish Cheddar (1G)& Fruit
29	30	1	2	3
Fruity Crisps (1.25) & Fruit	Ranch Crackers (1G) & Juice	Educational Snacks (1G)& Fruit	Cinnamon Graham (1G) & Juice	Poptillas (1G) & Fruit

Snack Includes:	*RevUp Rewards:*
All snacks meet 1oz eq Whole Grain, 1 oz eq M/MA, 3/4 C Fruit, and/or 3/4 C Vegetable Fruit Rotation: Apples, Oranges, Pears, 100% Fruit Juice *All fruits meet 3/4 cup equivalent ***All grains are wholegrain rich*** **Monday**: apple **Tuesday**: juice or orange **Wednesday**: Pear **Thursday**: n/a or juice/orange **Friday**: apple	Scan Our QR Code Daily Rate the Meal You Ate You're Entered to Win! Drawings Monthly Learn More and See Prizes: www.revolutionfoods.com/revuprewards

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Contract Summary

FOOD SERVICES CONTRACT			**CONTRACT NUMBER**
			REGISTRATION NUMBER
1	This contract is entered into between the school food authority and the food service Vended Meal Vendor named below:		
	SCHOOL FOOD AUTHORITY NAME		
	Alta Public Schools		
	FOOD SERVICE VENDED MEAL VENDOR NAME AND FEDERAL TAX IDENTIFICATION NUMBER		
	Revolution Foods, PBC (14-1955846)		
2	**The term of this Contract is for one year, commencing on 10/13/2025**	**and ending on 6/30/2026**	
3	The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served	**$563,265**	
4	The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.		
	Request for Proposal Released	Enter page(s)	
	Contractor Proposal Received	Enter page(s)	
	Attached Terms and Conditions	Enter page(s)	
	Exhibit A: Scope of Work	Enter page(s)	
	Exhibit B: Schedule of Fees	Enter page(s)	

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

FOOD SERVICE MANAGEMENT COMPANY		California Department of Education Use Only
NAME of Meal Vendor (if other than an individual, state whether a corporation, partnership, etc.)		
Revolution Foods, PBC		
BY (Authorized Signature) ✍	**DATE SIGNED**	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michelle Reitzin-Bass, Vice President of Sales & Marketing		
ADDRESS		
5743 Smithway Street #103,Commerce, CA 90040		
SCHOOL FOOD AUTHORITY		
NAME of SFA		
Alta Public Schools		
BY (Authorized Signature) ✍	**DATE SIGNED** (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		(ii) Exempt per:

Model Fixed-Price Contract

I. Introduction

The Alta Public Schools, hereinafter referred to as the school food authority (SFA), enters into this Contract with Revolution Foods, hereinafter referred to as the FSMC to provide food service management assistance for the SFA's food service program, hereinafter referred to as "Services." During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.

II. General Terms and Conditions

A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on 10/13/2025, and continue through 6/30/3026. After careful consideration, the SFA may annually renew this Contract for four additional one-year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7. Code of Federal Regulations (7 CFR), Section 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name: Jesse Gutierrez		**Name:** *Michelle Reitzin-Bass*	
Title: Director of Kitchen Operations		**Title:** *Vice President of Sales & Marketing*	
Phone: 323-629-9665	**Cell Phone:**	**Phone:** *(323) 838-5555*	**Cell Phone:** *(818)266-1978*
Fax:	**E-mail:** Jes.gutierrez@altaps.org	**Fax:**	**E-mail:** *mreitzin@revolutionfoods.com*

Respondents shall serve or deliver by postal mail all legal notices to:

SFA	FSMC
Name: Xavier Reyes	**Name:** *Gemma Mondala*
Title: CEO	**Title:** *Corporate Counsel Senior Director*
Address: 2410 Broadway Avenue, Walnut Park, CA 90255	**Address:** *2400 Grant Ave, San Lorenzo, CA 94580*

C. Fees

1. Fixed-price Contracts

   The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in 7 *CFR*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, Code of Federal Regulations (2 *CFR*), Section 200.406[a]).

2. Payment Terms

   The FSMC shall submit monthly invoices by 15th of the following month that reflect all activity for the previous calendar month. The FSMC must submit detailed cost documentation monthly to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in 2 *CFR*, Part 200, as applicable. The SFA will pay invoices submitted by the FSMC within 30 days of the invoice date. The SFA will pay invoices received by its accounting department by the 30th day, if the invoices pass the SFA's audit. The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

3. Interest, Fines, Penalties, Finance Charges, Income and Expenses

   Interest, fines, penalties, finance charges, income and expenses that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 *CFR*, Section 200.441). The SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food, Food Not Meeting Detailed Food Component Specifications or Contract Requirements.

   The SFA shall make no payment to the FSMC for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for the meal pattern, or do not otherwise meet the requirements of this Contract (7 *CFR,* Section 210.16[c][3]).

D. Contract Cost Adjustment

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home San Diego (CPI). The Janurary CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA. Of note, the CPI fee increases should be applied to individual meal or unit costs.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE (7 *CFR*, Section 210.19[a][5]).

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 CFR, Section 210.19[a][5]).

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for FSMC or SFA staff

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

K. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work for federal purposes (7 CFR, Section 200.315[b]).

M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

P. Indemnification

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Sanctions

If the FSMC fails to perform the contract terms, the following penalties may be imposed:

- FSMC will be required to provide in writing to the SFA how they will ensure future contract compliance
- Continued nonperformance will result in termination of this contract
- FSMC may be prohibited from bidding on future contracts with the SFA

R. Breach of Contract

For the breach of the Contract and associated benefits:
If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

S. Penalties

Cost resulting from the SFA's violations, alleged violations of, or failure to comply with federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 *CFR*, Section 200.441).

T. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
    - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
    - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
    - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits
3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 CFR, Section 210.16(d).
4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

U. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and FNS Instruction 113-1 (7 *CFR,* Section 210.23[b]).

V. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.
The FSMC shall comply with all applicable federal regulations in 2 *CFR,* parts 200 and 400 and 7 *CFR,* parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, California *Education Code* (*EC*), and California laws and regulations, where applicable.

W. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

X. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

III. Relationship of the Parties

A. The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes, all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA.

B. When the SFA is a public school district or program operated by the county Office of Education, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP (*EC* Section 45103.5).

C. All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.

D. The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

IV. Food Service Program

A. Food Service Management Company Responsibilities

1. The FSMC will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event (7 *CFR*, Section 210.21[e]).
2. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract (7 *CFR*, Section 210.16[c][2]).

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).
2. The SFA retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]), and a la carte prices. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced-price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).
3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR,* Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR,* Section 210.8[a][1]).
4. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR*, Section 210.10[m]).
5. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR,* Section 210.16[a][5]).
6. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR*, Section 210.21).
7. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).
8. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk (7 *CFR,* Section 245.6).
9. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least three times annually.

10. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided (*EC* Section 49558).
11. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (7 *CFR*, Section 245.7).
12. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR*, sections 245.6 and 245.6[a]).
13. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR*, Section 210.16[a][8]).
14. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met by the FSMC preparing meals offsite or serving meals on-site at an SFA facility (7 *CFR,* Section 210.16[a][7]).

Buy American and California Agricultural Preference Requirements

A. Food Service Management Company Responsibilities

1. The FSMC will provide meals and snacks purchased with domestic commodities and products to the greatest extent practicable, document exceptions when nondomestic products are purchased, adhere to nondomestic cap for exceptions, and adhere to all other Buy American regulations for the provision of meals and snacks. (7 *CFR* 220.16(d) and 7 *CFR* 210.21(d))

2. The FSMC must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo SP 38-2017). (7 CFR 220.16(d)(1)(ii) and 7 CFR 210.21(d)(1)(ii))

3. The FSMC must notify the SFA in writing at least 3 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

    a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or

    b) Per Final Rule (*FR)* 31962, the product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 *CFR,* Section 25.104 Nonavailable articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; and/or
    c) Why competitive bids reveal the cost of the domestic product is significantly higher (25%) than the nondomestic product

4. Note that per California Food and Agriculture Code *(FAC)* 58596.3, if the SFA receives $1 million or more annually in federal SNP reimbursement, significantly higher must be defined as 25 percent, otherwise the SFA can choose their definition.

5. *FAC* 58596.3 imposes additional requirements for the preference of California agricultural products:

    a) The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.

    b) The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state

6. The FSMC will provide certification of domestic origin for products which do not have country of origin labels.

7. Per 7 *CFR* 220.16(d)(5)(ii) the FSMC must adhere to the cap on non-domestic food purchases:

    a) Beginning in SY 2025-26, the non-domestic food purchase cap will be 10 percent

    b) Beginning in SY 2028-29, the non-domestic food purchases cap will be 8 percent

    c) Beginning in SY 2031-32, the non-domestic food purchases cap will be 5 percent

B. School Food Authority Responsibilities

1. The SFA shall maintain documentation provided by the FSMC of the meal and snack components that were comprised of domestic and non-domestic products, including assurance that components were processed domestically. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an on-site administrative review and an off-site procurement review.
2. The SFA shall monitor the contract to ensure the FSMC's adherence to the Buy American and California FAC requirements, including documentation of nondomestic exceptions and associated caps. 2 *CFR*, Section 200.318(b)

3. The SFA must Buy American Provision and California FAC requirements are included in their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as California FAC preferences.

VI. U.S. Department of Agriculture Foods

A. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR,* Section 210.16[a][6]).

2. In accordance with 7 CFR, Section 250.53, the FSMC shall comply with the following provisions relating to the use of donated foods, as applicable:

    a) The FSMC must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 *CFR,* Section 250.51[a]).

    b) The FSMC shall account for the full value of donated foods (7 *CFR,* Section 250.51) by:

        i) Subtracting the value of all donated foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and

        ii) Using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at http://www.fns.usda.gov/fdd/processor-pricing-reports.
3. The FSMC will be responsible for any activities relating to donated foods in accordance with 7 *CFR*, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.

4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.

5. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the

same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).

6. The FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 *CFR*, Section 250.53[a][7]).

7. The method and frequency of crediting donated foods will be in accordance with 7 *CFR*, Section 250.51(b). The FSMC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.

8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR*, Part 250 (7 *CFR*, Section 250.53[a][8]).

9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).

10. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR,* Section 250.54(b).

B. School Food Authority Responsibilities

1. The SFA shall retain title to all donated foods and ensure that all donated foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).

2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR*, Section 210.9[b][15]).

3. The SFA will maintain records to document its compliance with requirements relating to donated foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all donated foods in accordance with 7 *CFR*, sections 250.54(a) and (c).

4. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

VII. Meal Responsibilities

A. The FSMC shall:

1. Serve meals on such days and at such times as requested by the SFA.

2. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program.

3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, parts 210 and 220, as applicable.

VIII. Food Service Management Company Employees

A. The FSMC shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following web page: School Nutrition Program Professional Standards.

The SFA shall ensure that all employees the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards. The FSMC shall track the trainings completed by each

employee and maintain documentation to validate that training was completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

The FSMC shall provide the SFA with a list of employees and evidence that they meet the professional standards.

B. The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).

C. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA one calendar week prior to the commencement of operation.

D. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.

E. The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.

F. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.

G. The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

IX. Books and Records

A. The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR,* Section 210.16(c)(1).

B. The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE, USDA FNS and Office of Inspector General of the United States for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR*, Section 210.9[b][17]).

C. The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.

D. The USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives must have the right of access to any documents, papers, or other records of the FSMC and the SFA which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the FSMC and SFA's personnel for the purpose of interview and discussion related to such documents (2 CFR, Section 200.336[a]).

E. The distributing agency/CDE, recipient agency/SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service

operation, including the review of records, to ensure compliance with requirements for management and use of donated foods (7 *CFR*, Section 250.53[a][10]).

X. Monitoring and Compliance

A. The FSMC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.

B. The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.

C. The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR,* Section 210.8(a). At a minimum, these internal controls shall include all of the following:

- An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR,* Section 210.8[a][1])
- Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
- A system for following up on lunch counts that suggest the likelihood of lunch counting problems

XI. Equipment, Facilities, Inventory, and Storage

A. The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises.

B. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.

C. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.

D. Ownership of the beginning inventory of food and supplies shall remain with the SFA.

E. Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

XII. Certifications

A. The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR,* parts 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.

B. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes.

C. The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.

For contracts in excess of $150,000, the SFA and FSMC shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to

2 *CFR*, Part 200).

D. Debarment and Suspension

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 *CFR*, Part 200, Appendix II).

E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration (Appendix II to 2 *CFR* Part 200 Section [I]: Byrd Anti-Lobbying [31 U.S.C 1352]).

XIII. Insurance

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars ($1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

B. Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

XIV. Termination

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Exhibit A: Scope of Work

1. Overview of Alta Public Schools' Food Service Program at the American Heritage Schools

A. **Scale**. Currently the SFA employs 5 persons who will provide food service to approximately 1,280 children at 3 school sites in Escondido, California.

B. **Financial Goals**. The SFA is looking for an FSMC that can provide high-quality meals to these new school sites in Escondido at a reasonable price.

C. **Management Goals**. The SFA is in need of an FSMC that can employ qualified and trained food servers at each of the three new school sites.

D. Food Service Office and Staff. The food service office is located at 1314 w 12th Street, Los Angeles, CA 91105 and is under the direction of Jesse Gutierrez, Director of Kitchen Operations.

E. National School Lunch Program and School Breakfast Program:

Overall Participation

PROGRAM	GRADES	MAX ENROLLMENT	AVG DAILY PARTICIPATION
National School Lunch (NSLP)	TK-8	1,280	340
School Breakfast Program (SBP)	TK-8	1,280	500

Participation by Site

Name of Site	Address	Grade Levels	Max Enrollment	Avg Bkfst Count	Avg Lunch Count
Heritage Elementary School	1855 Est Valley Parkway, Escondido, CA 92027	TK-6	610	200	300
Heritage Junior High School	2255 East Valley Parkway, Escondido, CA 92027	7-8	270	80	120
Heritage Flex Academy	2269 East Valley Parkway, Escondido, CA 92027	TK-8	400	60	80

Servers Per Site

Name of Site	Number of Servers	Number of Hours per day	Approx Work Hours
Heritage Elementary School	1	3	10:45 am to 1:45 pm
Heritage Junior High School	1	3	11:00 am to 2:00 pm
Heritage Flex Academy	1	3	10:45 am to 1:45 pm

Meal Service Type

Name of Site	Breakfast	Lunch	Heating on Site Capacity	Cooling on Site Capacity	Current Equipment
Heritage Elementary School	Cold, individually packaged	Hot, ready to serve individual meals	No	Yes	None
Heritage Junior High School	Cold, individually packaged	Hot, ready to serve individual meals	No	Yes	None
Heritage Flex Academy	Cold, individually packaged	Hot, ready to serve individual meals	No	Yes	None

*School sites can purchase a cooler or refrigerator if needed.

Description of FSMC Responsibilities

General: Under the direction of the SFA's Food Service Director, the FSMC selected pursuant to this RFP will provide the following: high quality, visually appealing and tasty meals that meet the USDA menu planning requirements and promote the meal program to students in order to increase student participation. In addition, the FSMC will employ three qualified professional(s) to serve lunch meals to students on a daily basis.

Responsibilities of the FSMC shall include:

A. Purchasing of Supplies for the Food Service Program

Be responsible for purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Contracting With Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 *CFR*, Section 200.321 (as applicable).

C. Facility or Site Operations

The FSMC shall recommend:

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities
- Hours and number of positions at each site to meet food service operational needs

D. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable).

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program.

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

E. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

F. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public. Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional and health certifications, and consistent quality control both in production and service.

G. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA.

H. Education

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and the school board, upon request.

I. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the **5**th of each month (7 *CFR,* 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs.

Exhibit B: Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR*, Part 200.

All costs are based on the average daily participation of 500 students in the district and 180 number of school days.

Cost per Meal

Note: Prices must **not** include values for donated foods, and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	61,200	$2.70	$165,240
Lunch	90,000	$3.95	$355,500
Snacks		$	$
Seamless Summer Feeding Option		$	$
Nonreimbursable Meals		$	$
TOTAL	151,200	$	$520,740

Personnel Cost

Include the hourly cost for each food server.

1 Server per Site	Per Hour Cost	Hours per day	Estimated Yearly Cost
Site 1	$26.25	3	$14,175
Site 2	$26.25	3	$14,175
Site 3	$26.25	3	$14,175
TOTAL		9	$42,525

Buy American/California Certification Form for Food Purchases

SFA Name: *Alta Public Schools*

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. "Domestic" is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States.

Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all food products bid by the company that do not meet the definition of domestic . This document must be included as a part of the Amendment. This document is also available on the Child Nutrition Program Website in Microsoft Word format so the vendor may add additional food items.

VENDORS MUST CERTIFY EITHER: (CHECK NMBER 1 OR 2)	
	1. I certify that all food products bid by my company are 100% in the U.S. or processed in the U.S with the final processed product including over 51% of food that was grown in the U.S.
x	2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below.

NAME OF FOOD	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
Bananas Cucumbers	This product includes 51% U.S. Content. The product is grown in Mexico and South America. x The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR __The cost of the U.S. product is significantly higher than the non-domestic product. $ / Price of Domestic or U.S. Grown Product Per Unit $ / Price of Non-Domestically Grown Product Per Unit

By signing this document, the vendor is certifying that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities or the FSMC has provided sufficient documentation for the SFA to determine whether or not the cost of the U.S. product is significantly higher than the non-domestic product.

Company Name: Revolution Foods PBC

Signature: Anna Sevens Title: Director of Menu & Nutrition Date: 9/23/2025

Additional Documents – Non-Required

Commitment to Healthy & Fresh Foods

Revolution Foods provides school lunches to over 800 schools throughout the state of California. It takes the work of over 800 dedicated employees to prepare and deliver almost 190,000 lunches daily. The team includes specialists in nutrition, local produce, product sourcing, menu planning, culinary science, and more. See our operation from start to finish with this behind the scenes tour.

The way that our service fits into an existing school meal program depends on their operational capabilities. Schools can choose from meals that are delivered hot or delivered cold and heated onsite, meals that come individually packaged or family style, and with 3 to 4 meal options offered daily.

We would like to share a few resources that will help parents and students understand how our meal program works:

1. *The meals served are compliant with the USDA's Child Nutrition Program standards. It is important to understand what those strict standards entail as they limit sodium, saturated fats and dictate fruit and vegetable variety throughout the week's serving rotation.*
2. *Breakfast, lunch, snack, and/or supper must be purchased, produced, packaged, AND offer all meal components which include grain, protein, vegetable, fruit, and milk with lunch for under the state reimbursement rate. Schools retain 15% or more of that reimbursement to cover costs of heating equipment and servers onsite.*
3. *Take a look at our full menu variety or view what each meal looks like here. *Menu options vary per school and are based on individual school administrator selection.*
4. *Fruit and vegetable sourcing is in accordance with USDA's Buy American Provision. Our fruit comes from California farms when cost and availability align. Our produce experts seek opportunities to further enhance our fruit rotation with fresh cut fruit and organic if quality can be maintained during the long journey from field to student and options are affordable.*

You can view the allergen and nutrition report each month to monitor sugar, fat, sodium, calories, and more here.

At the heart of our mission is a steadfast commitment to providing schools with meals that are both healthy and fresh, supporting the nutritional well-being of students while meeting their diverse preferences. Our focus on fresh, high-quality ingredients ensures that every meal we serve contributes to the health and happiness of your students.

Fresh Ingredients

We take pride in offering a vibrant variety of fresh fruits and vegetables daily, providing students with nutrient-packed options that are as delicious as they are wholesome. This year, we've introduced a unique selection of fresh fruits, including blood oranges, cantaloupe, grapes, mandarins, nectarines, peaches, persimmons, and watermelon, among others. Each fruit serving is carefully portioned to meet USDA

standards, delivering both flavor and nutritional value. Additionally, students will enjoy fresh vegetable options and rotating entrée salads, bringing variety and excitement to every meal.

Prioritizing Health

Our menus are thoughtfully designed to meet or exceed the USDA's Child Nutrition Program standards, aligning with the Dietary Guidelines for Americans. By emphasizing fruits, vegetables, lean proteins, and whole grains, we ensure that students receive balanced, nutrient-dense meals. We also take great care to limit added sodium, fat, and sugar, while targeting age-appropriate calorie ranges as outlined by the National School Lunch Program. These efforts ensure that every meal supports students' physical and cognitive development, laying a foundation for lifelong healthy eating habits.

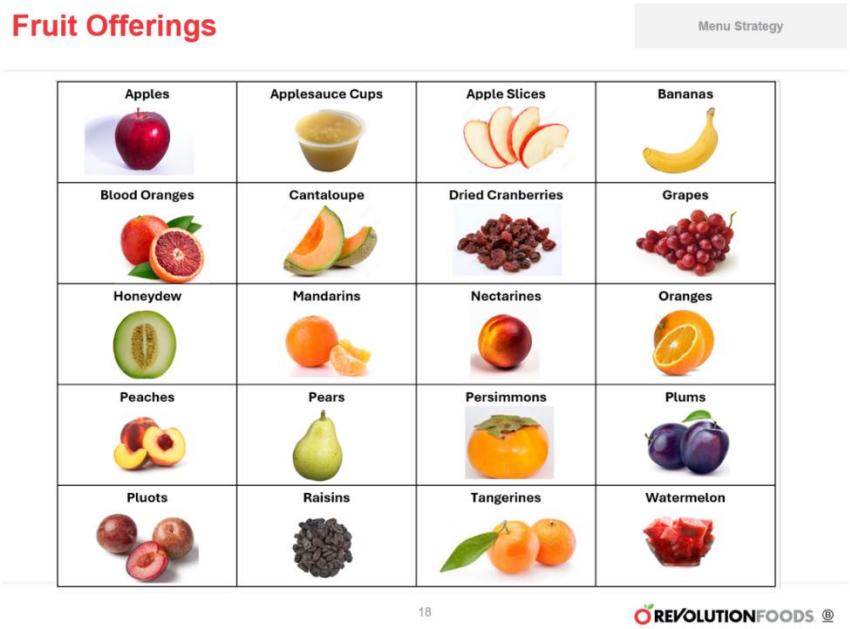
Diverse Meal Options

Variety is key to encouraging participation in school meal programs, and we offer a wide range of options to keep students engaged and satisfied. For breakfast, we provide 35 menu items across six categories, including bakery goods, cereals, dairy proteins, and both hot savory and sweet options. For lunch, students have over 65 options spanning eight distinct categories, such as American, Asian, Latin, Italian, salads, sandwiches, and more. This diverse menu ensures that students can always find meals that cater to their tastes while exploring new cuisines and flavors.

Our dedication to healthy and fresh foods reflects our commitment to nourishing students and supporting their success, both in and out of the classroom. By partnering with us, your students will benefit from an innovative meal program that prioritizes quality, variety, and wellness.

Alternate Menu Choices/Offerings:

We do not offer separate, dedicated low-sodium or low-fat alternate menus. Instead, all of our standard menu offerings are meticulously designed to adhere to the Child Nutrition Meal Patterns and consistently meet or fall below the established sodium and saturated fat requirements outlined within those guidelines.



Alongside our regular rotation of Apples, Bananas, Pears, Juice, and Oranges, we also incorporate seasonal fruits. These are the fruits served during the 2024-25 school year and we plan to further EXPAND for the 2025-26 school year.

Our Promise: Exceptional Customer Service

Revolution Foods Customer Service Commitment and Escalation Process

Revolution Foods is deeply committed to service quality and prioritizing the needs of our schools. Across our diverse services, we maintain consistent expectations for all team members: professionalism, productivity, respect, and responsiveness to the unique needs of each school. Regardless of the meals we serve, our top priority is delivering meals and services that meet or exceed our schools' expectations.

If school staff, parents, or students ever feel that our service requires additional attention, it is essential that they know the appropriate channels to share their feedback or concerns.

Revolution Foods has established a clear customer service plan designed to address and resolve issues efficiently. This plan includes multiple levels of escalation to ensure timely and thorough resolution. Below is an overview of the process:

1. Frontline Resolution – Customer Service Coordinator (CSC)

- ***Primary Role:*** *CSCs serve as the first point of contact for day-to-day questions and concerns.*
- ***Responsibilities:*** *CSCs are trained to handle common complaints and are familiar with each school's needs, allowing them to resolve issues promptly whenever possible.*

2. First-Level Escalation – Customer Service Manager (CSM)

- ***Escalation Protocol:*** *If an issue cannot be resolved at the frontline level, it is escalated to the assigned CSM.*
- ***Role of the CSM:*** *Each school has a dedicated CSM who acts as the primary escalation point and program planning partner.*
- ***Support Teams:*** *For specific concerns, CSMs may engage internal specialized teams such as Technical Support, Nutrition, or Quality Assurance to troubleshoot and resolve more complex issues.*

3. Critical-Level Escalation - Assistant Director of Customer Service Escalation

- ***Critical Issues:*** *For unresolved or critical matters, the Assistant Director of Customer Experience becomes involved in troubleshooting and take direct action.*
- ***Final Escalation:*** *If further intervention is required, issues are escalated to the Senior Director of Customer Experience for final resolution.*

Customer Service Team Structure

- *Customer Service Coordinator (CSC)*
- *Customer Service Manager (CSM)*
- *Assistant Director of Customer Service*
- *Sr. Director of Customer Service*

Service Standards: Response Times, Follow-Through, and Follow-Up

- ***Response Times:*** *We adhere to Service Level Agreements (SLAs) based on issue type:*
  - *Urgent issues, like delivery delays, and day of food needs receive immediate attention.*
  - *Non-urgent requests are addressed within three hours during standard operating hours (Monday–Friday, 7:00 AM to 4:00 PM PST/PDT).This includes, but is not limited to: order adjustments for future dates delivery concerns, quality concerns, delivery amounts, etc.*
  - *During Emergency situations, such as natural disasters, the CS team will work as quickly as possible to address all site needs to support the customer around the clock.*
- ***Follow-Through:*** *Customer service personnel are responsible for resolving cases fully and providing regular updates to the school.*

- ***Follow-Up:*** *Post-resolution, we conduct follow-up to ensure satisfaction and gather feedback for continuous improvement.*

Non-Adherence to Procedures

- *Internal personnel who fail to follow procedures will undergo retraining and corrective action.*
- *Feedback from customer complaints and compliments is used to refine our processes and implement best practices tailored to customer needs.*

Please note: Specific details of this process may vary based on individual customer agreements and unique requirements.

Experience with School Breakfast Program and National School Lunch Program Compliance:

Revolution Foods employs a comprehensive and multi-layered approach to ensure all meals meet USDA weekly and daily requirements for the National School Lunch Program (NSLP). Our commitment to nutritional compliance is embedded throughout our menu development and operational processes. Our dedication begins with a specialized Menu & Nutrition Team. This team is responsible for creating compliant meals and menus. From the initial meal design phase, every component of each meal is intentionally crafted to align with the specific federal program requirements. This includes meticulous attention to meeting the mandated specifications for meat/meat alternates, whole grains, fruits, vegetables, and fluid milk, as well as adhering to the calorie, sodium, and saturated fat targets for both breakfast and lunch programs. The next critical step involves strategic menu planning. Our team carefully lays out the menu across the entire week to ensure that all weekly requirements are met. This includes a deliberate focus on incorporating the important bean/legume subgroup and achieving the minimum weekly targets for all other food components (meat/meat alternates, whole grains, fruits, vegetables, and fluid milk).

Prior to disseminating menus to schools, we conduct a thorough menu and nutrient analysis for every menu cycle using a USDA approved system. This validation process confirms that our weekly layout effectively meets all nutritional requirements and provides schools with the assurance of compliance. Finally, we have implemented a safeguarded ordering system, Centro, for schools. This system is designed to prevent orders that would result in non-compliance with Offer versus Serve regulations, specifically ensuring that adequate quantities of fruits, vegetables, and fluid milk are ordered. Through this integrated system of dedicated expertise, intentional design, rigorous analysis, and controlled ordering, we provide schools with the confidence that the meals they order are fully compliant with USDA regulations, thereby significantly supporting a successful Administrative Review.

Menu Development & Methodology

The methodology for menu decisions by Revolution Foods is guided by a combination of federal nutritional standards, input from various stakeholders, and practical considerations for implementation in schools. Here's an outline of the key components involved in the methodology for menu decisions:

1. ***Federal Nutritional Standards***
   The U.S. Department of Agriculture (USDA) sets specific nutritional guidelines that school meals must meet to ensure that students receive balanced, healthy meals. These standards are based on the Dietary Guidelines for Americans and are designed to promote health and reduce the risk of chronic diseases. Key aspects include:
   - ***Caloric Requirements****: Meals are required to meet specific calorie ranges based on age and grade levels (e.g., 550-650 calories for younger students, and 750-850 calories for older students).*
   - ***Macronutrient Distribution****: Meals must contain appropriate amounts of protein, fat, and carbohydrates, with specific limits on total fat, saturated fat, and trans fat.*
   - ***Fruits and Vegetables****: Each meal must include a serving of fruit and/or vegetable, with an emphasis on variety and meeting specific vegetable subgroups (dark green, red/orange, legumes, starchy, and other vegetables).*
   - ***Whole Grains****: At least half of all grains offered must be whole grains.*
   - ***Dairy****: Schools are required to offer low-fat or fat-free milk (or non-dairy milk alternatives that meet nutritional standards).*
   - ***Sodium and Sugar Limits****: There are strict limits on the amount of sodium and added sugars in meals to encourage healthier choices.*

2. ***Food Variety and Cultural Preferences***
   To ensure that school meals are appealing and diverse, our menu planners take into account the following considerations:
   - ***Cultural and Regional Preferences****: Rev Foods incorporates locally popular foods and flavors that reflect the diverse student population, making meals more culturally relevant and enjoyable.*
   - ***Food Preferences and Acceptability****: Taste tests, surveys, and feedback from students and staff help guide menu choices. Engaging students in menu planning supports greater acceptance of healthier meal options.*

3. ***Cost and Procurement***
   Menu decisions must also account for school budget constraints. Rev Foods plans menus that meet nutritional requirements while staying below the per-student meal reimbursement rate provided by the NSLP. This involves:
   - ***Bulk Purchasing****:*
   - ***Local and Seasonal Foods***
   - ***Food Waste Considerations****: Rev Foods aims to reduce food waste by offering portion sizes that align with student appetite and reducing overproduction of unpopular items.*
4. ***Food Safety and Preparation Constraints***
   Rev Foods adhere to food safety regulations and ensure that meals are prepared and stored properly. This involves:

- ***Handling and Storage**: Ensuring that perishable items are stored at appropriate temperatures and that food handling practices meet safety guidelines.*
- ***Preparation Techniques**: Menus are designed around typical vended meal kitchen equipment and staff hours.*

5. ***Student Participation and Feedback***
   Student feedback plays a critical role in menu decision-making:
   - ***Taste Testing and Surveys**: Rev Foods conducts taste tests and surveys to gauge student preferences and make adjustments based on feedback. This helps ensure that meals are not only nutritious but also enjoyable.*
   - ***School Meal Committees**: Some schools have student councils or advisory groups that work with our food service staff to develop and refine menus.*

6. ***Compliance with State and Local Regulations***
   In addition to federal guidelines, state and local regulations may impose additional requirements, such as specific menu labeling, allergen management, or sustainability goals. These regulations can influence menu decisions and must be considered during planning.

7. ***Nutritional Education and Promotion***
   Menu decisions may also be influenced by educational initiatives aimed at promoting healthy eating habits. This could include:
   - ***Incorporating educational elements** into the meal program, such as featuring "nutrition facts" or providing lessons on the benefits of certain food groups.*
   - ***Celebrating National Nutrition Month** or other food-related observances with themed menu items.*

Online Meal & Drink Ordering

With Revolution Foods, you have tremendous control over the meals and drinks you receive. Revolution Foods is not the type of vendor to impose any predetermined values or food views on your stakeholders. We believe that you know your students best and you know what their needs, goals, and likes are. It's that reason that Revolution Foods provides you with control over several of your ordering processes and will always work with you to assure that your sites order at the optimal levels to ensure student satisfaction and maximum participation.

Online Meal Ordering

How frequently are orders submitted?

Menus for the subsequent month are released by the 5th of each month. Green Dot Public School's assigned Customer Service Manager would collaborate with school site staff to go over the menu and use the feedback along with hard POS data to drive the monthly order. Orders should be fully submitted by the 10th of each month and Alta Public Schools staff can download a copy of the meals ordered along with exact numbers for each item ordered.

How can schools modify their orders? How close to the service date can the school modify their orders? School site staff can collaborate with their Customer Service Manager and modify the orders up to Monday at 5pm for the following school week. Pending availability, options to modify include changing the item ordered, increasing or decreasing orders, adding sack lunches, and more. Each Monday at 5pm, the system locks the order in for the subsequent week. In cases of emergency, we are occasionally able to increase or decrease orders with 24–48-hour of delivery date notice by calling your Customer Service Manager.

Meal Ordering

Every day, Revolution Foods provides you with the option to order from at least two (2) breakfast meals and from at least three (3) lunch meals. Schools are encouraged to mix up their orders to provide their students with the greatest amount of variety possible. Your daily options include:

Breakfast

1. *Featured Entrée of the Day*
2. *Cereal*
3. *Vegetarian Entrée in cases where the Featured contains meat*

Lunch

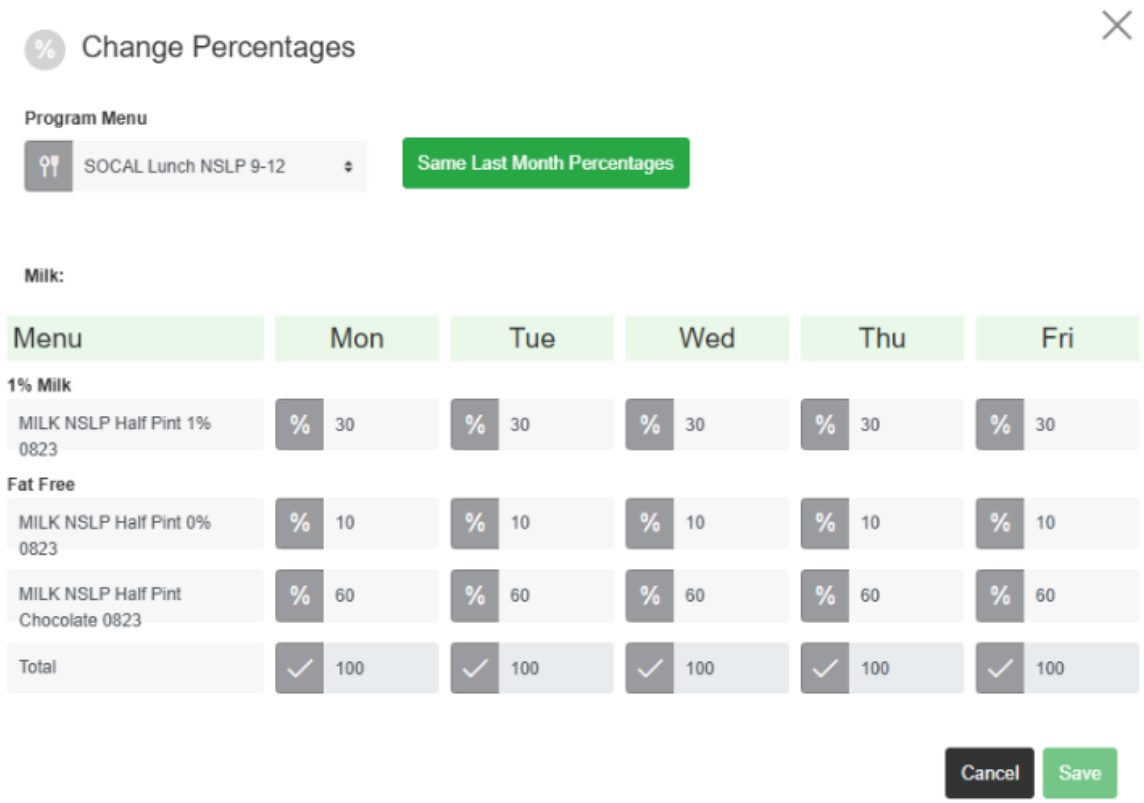
1. *Featured Hot Entrée of the Day*
2. *Hot Vegetarian Entrée of the Day*
3. *Featured Sandwich, Salad, or Soup Entrée of the Day*
4. *Seasonal Specials*

Milk Ordering

Revolution Foods provides you with full control within our ordering system to create the exact milk type ratio that works for your school. Want only white milk, no chocolate? No problem! Want chocolate milk only on Fridays? Easy!

As you can see in the images below, you can pick the exact percentages of your order for each type of milk. Once you preset your ratios, your milk orders will auto populate into the ordering system without you having to tally them up each time.

Milk Ordering Options



Juice Options

Some schools elect not to use 100% fruit juice as a fruit option within the meal pattern. This is yet another area where Revolution Foods provides you with full control. You can have your site set as a "No Juice" or "Juice only 1x per week" school. In that way, Revolution Foods will provide your students with an extra serving of fresh fruit instead of juice. This set up isn't preset in the ordering system, but rather it's a special set up that can be arranged in collaboration with your Customer Service Manager.

Field Trip and Special Activity Meals

Revolution Foods has a simple online request process for field trip sack lunches. Field trip requests generally require 1-2 weeks' notice and special services such as separating the meals by bus count or site can be provided at no additional charge. Sack lunches are then delivered to the school at the requested time. Sack lunches for those students that receive special meals must be identified on the Field Trip request form.

Special Meal Accommodations

At Revolution Foods, we have a robust Allergy-Friendly Meal program designed with a strong emphasis on safety and adherence to regulations. When a special meal accommodation related to the Top 9 Allergens is identified for a student, the process begins with the school partner determining the student's specific needs based on medical documentation, aligning with USDA FNS and ADA requirements. Utilizing our Centro Ordering Guide, the school submits a request that includes a student identifier, school contact, requested meal types (breakfast, lunch, and/or snack), and uploads our signed Allergy-Friendly Meal Policy.

Upon submission, the request is promptly routed to our dedicated Menu & Nutrition team for thorough review and approval. This team ensures the request aligns with our program's capabilities, which offers limited variations of meals free from the top nine allergens (milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, soybeans, and sesame). Once approved, the school can directly order these Allergy-Friendly Meals through their regular menu interface.

These specialized meals are manufactured on a validated clean line under a strict allergen management plan to prevent cross-contamination. Each production batch undergoes rigorous testing for allergen residue using lateral flow devices, ensuring the effectiveness of our sanitation and control measures. Delivered cold in designated containers with a distinct purple "Allergy-Friendly Meal" sticker, it is the school's responsibility to distribute these meals to the appropriate students and follow provided heating instructions to ensure safe and optimal consumption.

*Our Allergy-Friendly Meals are designed to be free from the top nine allergens as defined by the **Food Allergen Labeling and Consumer Protection Act (FALCPA)** of 2004 and the **Food Allergy Safety, Treatment, Education, and Research Act (FASTER Act)** of 2021. These allergens include:*

- *Milk*
- *Eggs*
- *Fish*
- *Crustacean shellfish*
- *Tree nuts*
- *Peanuts*
- *Wheat*
- *Soybeans*
- *Sesame*

These meals include vegetable portions, but a milk option and fruit must be provided separately by the school.

Responsibility and Compliance

*While we've designed these meals to meet the dietary needs of students with food allergies, it is the responsibility of the school to assess whether the Allergy-Friendly Meal is suitable for an individual's specific needs. Schools should consider students' allergies, sensitivities, and dietary requirements before offering the meal, in line with guidelines from the **U.S. Department of Agriculture's Food and Nutrition Service (FNS)** and the **Americans with Disabilities Act (ADA)**. Please note, these meals are **not reimbursable without a medical note**. For more information, refer to FNS guidelines.*

Food Safety and Allergen Management

*Our Allergy-Friendly Meals are produced on a validated clean line, and we follow a strict allergen management plan to prevent cross-contamination. We conduct regular allergen residue testing on each batch of meals using **lateral flow devices (LFD)**, which detect potential allergens and verify the effectiveness of our sanitation process and allergen control plan.*
For transparency, we do not test for fish or pecan allergens, as these ingredients are not included in our meals.

Meal Preparation and Heating

*Allergy-Friendly Meals are delivered cold and must be heated before consumption, following the provided instructions to ensure proper temperature and food safety. Meals should be heated to an internal temperature of **165°F**. Adhering to these heating instructions is essential to maintain meal quality, safety, and taste.*

Important Notes:

- ***Lunch/Supper meals:** Delivered cold and must be heated before consumption. Meals should be consumed on the day they are served, and any leftovers should be disposed of.*
- ***Breakfasts and snacks:** Typically shelf-stable and should be consumed before their printed "best by" date.*

Meal Design and Options

*Each Allergy-Friendly Meal includes a protein, grain, and vegetable portion but does not contain milk or fruit. Schools can offer fruit from the main menu's fruit rotation, provided the student does not have a specific allergy to it. **Soy milk** is available for purchase separately through the A La Carte menus.*

Delivery and Labeling

*Allergy-Friendly Meals will be delivered according to the school's designated schedule in containers marked with a **purple "Allergy-Friendly Meal" sticker**. For privacy reasons, Revolution Foods will not label meals with student names or identifiers. It is the responsibility of school staff to ensure the meals are distributed to the correct students.*

Review and Feedback

We encourage schools to carefully review the ingredient statements and nutrition panels of our Allergy-Friendly Meals to determine if they are suitable for their students' needs. If you have any questions or concerns regarding ingredients or allergen content, please do not hesitate to contact us.

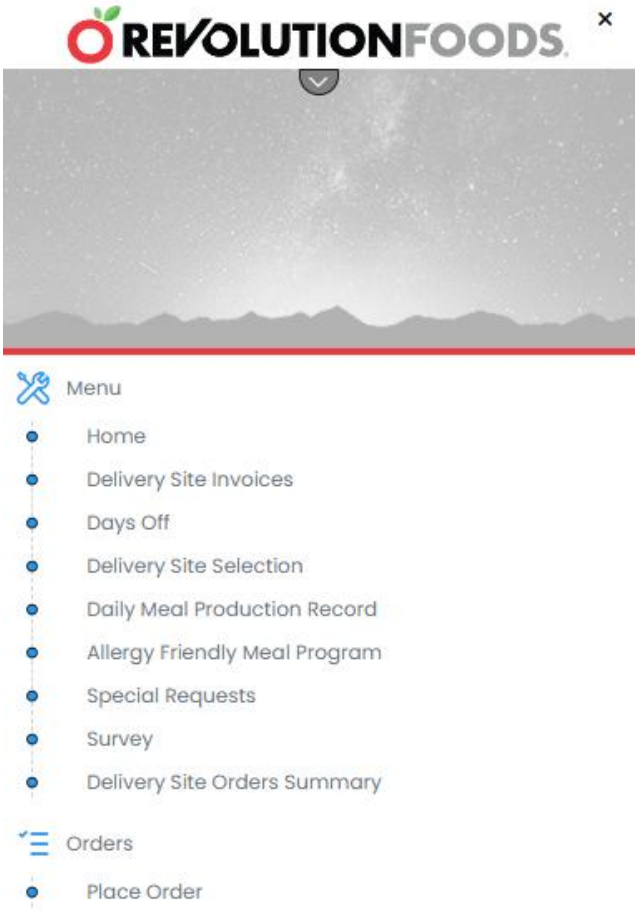
Please refer to the Centro Ordering Guide for details on how to navigate to the Allergy-Friendly Meal Program request page. Once there, you will be asked to provide:

i. *Student's name or identifier (this can be a generic identifier according to your school policy, e.g. First Grader Joaquin Garcia)*
ii. *School Main Contact*
iii. *Which meal types you are requesting (Breakfast, Lunch, and/or Snack)*

Upload the entire Allergy-Friendly Meal Policy with signature page completed. (If you are unable to upload, please email the form to nutrition@revolutionfoods.com)

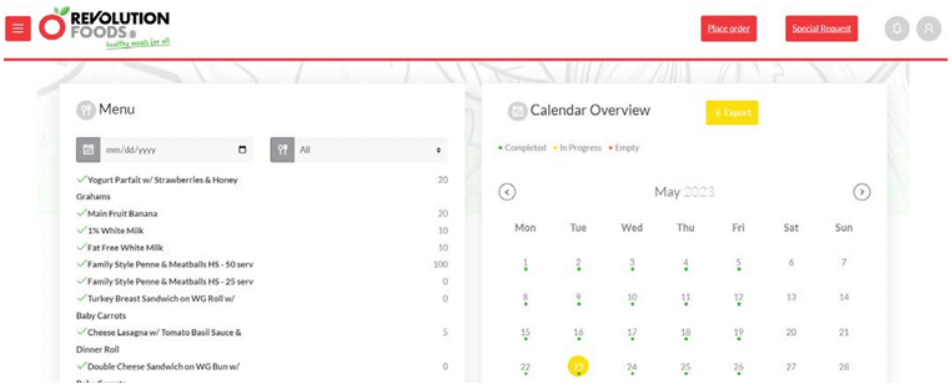
Revolution's Ordering Platform – Centro

Proprietary

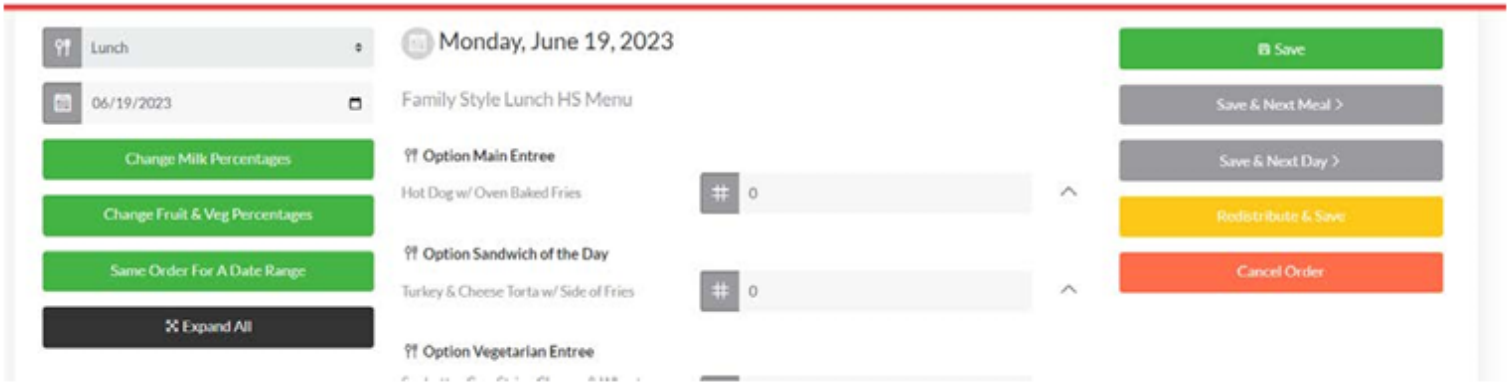


DELIVERY SITE ORDER PAGE DASHBOARD

Once you have selected the delivery site, you will be taken to the Delivery Site Order Page Dashboard.



Once in the ordering screen, you can also choose desired meal type or Extras Section from the meal drop down or the desired date from a calendar view.



Proprietary

SPECIAL REQUEST OPTIONS

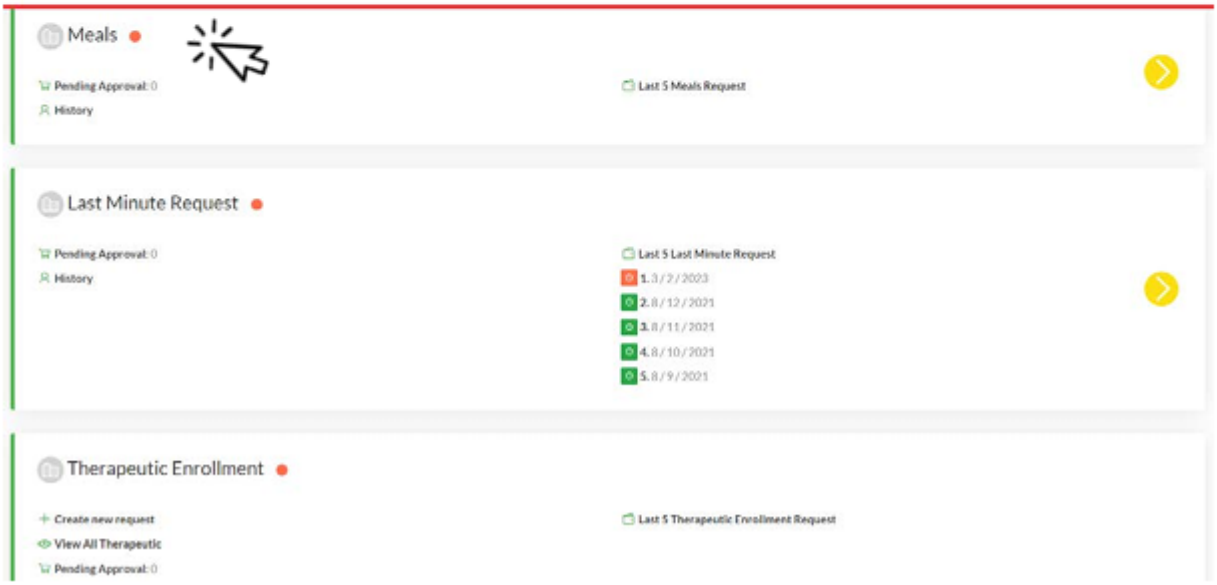
Special Requests are requests for meals that fall outside the normal day-to-day meal service.

At the top of the Dashboard, next to the Place Orders button you will see the Special Request button.



There are 3 Special Request categories:

1. Meals
2. Last Minute Requests
3. Allergy Friendly Meals Enrollment

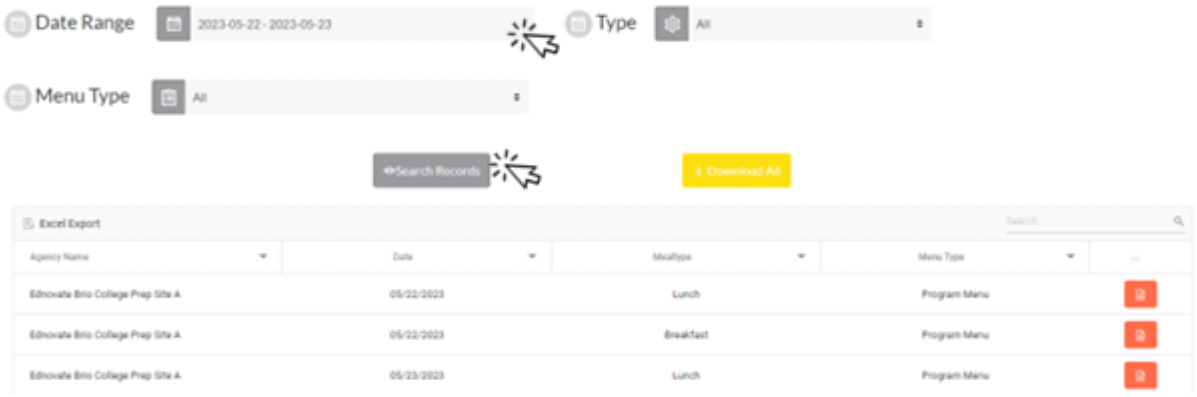


Proprietary

DAILY MENU PRODUCTION RECORDS

Daily menu production records (MPR) are available to access from the main menu. Records up to 2 days in the future can be downloaded. It is recommended that you print your records daily and use them to record the number of meals received, overages, shortages and leftovers. Sites should also be recording the condiments used from their Extras "inventory" for the day's meal service.

Fill out desired range date, menu type and meal type. Select search records, you can download one at a time or choose to download all.



DELIVERY SITE INVOICES

Invoices can be downloaded directly from Centro for all your assigned delivery sites. Select Delivery Site Invoices from the main menu. You can see and download your invoices in various ways.

You can select one Delivery Site, multiple or all. You can specify a date range to search for invoices. The default range is the last 2 months of invoices.

NOTE: When selecting the date range, you must select the entire month to populate that month's invoices. For example, January 1- 31, must be selected to populate the January invoices. Selecting only a partial month's date range (i.e. January 2-10) will not return any results.

Payment Terms: Revolution Foods issues invoices on a monthly basis where payment is due within 30 days of the invoice date.

Meal Participation Enhancement Strategy

Revolution Foods employs a dedicated Participation Manager whose primary focus is to increase student participation and ensure meals are both enjoyed and consumed. This individual plays a critical role in supporting the success of each school's meal program by working closely with the assigned Customer Service Manager at each site.

The Participation Manager leads initiatives designed to boost engagement, such as coordinating special events like pizza days, BBQ days, and themed meals that make the dining experience more exciting and culturally relevant for students. They also support program enhancements like the implementation of Breakfast in the Classroom, increasing accessibility and convenience for students to start their day with a nutritious meal.

To ensure ongoing success, the Participation Manager regularly reviews participation trends, identifies areas for improvement, and addresses potential barriers—such as dietary needs or student preferences—by collaborating with school staff to make meals more inclusive and appealing. Through strategic planning, continuous feedback, and on-the-ground support, the Participation Manager helps make the meal program a valued and well-integrated part of the school day, driving both participation and satisfaction.

Revolution Foods offers a variety of presentations on topics like nutrition and NSLP guidelines for both parents and students. We also provide additional activities such as field trips to our culinary center, on-site BBQs, and special event catering for back-to-school evenings or parent teacher conferences.

At Revolution Foods, we believe that food is a powerful way to celebrate culture, build community, and create moments of joy. As a food service management company, we are intentional about recognizing and honoring holidays and special events that reflect the diverse cultures and traditions of the students and communities we serve. Our culinary team incorporates culturally relevant meals into the menu to celebrate events such as Lunar New Year, Black History Month, Día de los Muertos, Diwali, Hispanic Heritage Month, and more. Through this approach, we aim to foster a sense of belonging and cultural appreciation within every school we serve. In addition to themed meals, we maintain a rotating cookie and treat schedule that aligns with culturally significant days throughout the year.





Prioritizing Safety, Delivering Excellence

Proprietary

Revolution Foods adheres to a structured and rigorous HACCP plan, designed to ensure food safety at every stage of meal production and delivery. Our HACCP Committee, composed of FSMA HARPC-certified professionals, oversees the implementation of food safety measures and continuously reviews best practices to ensure compliance with USDA's Process Approach to HACCP.

Our HACCP process includes:

- ***Comprehensive Hazard Analysis**: Identifying biological, chemical, and physical hazards at every stage of food preparation and transportation.*
- ***Critical Control Points (CCPs) Monitoring**: Ensuring that identified CCPs—such as cooking temperatures and food storage conditions—are maintained at safe levels.*
- ***Preventive Controls and Corrective Actions**: Establishing strict protocols for immediate corrective actions if a deviation from food safety standards occurs.*
- ***Verification Procedures and Record-Keeping**: Conducting internal audits and third-party reviews, ensuring full traceability and compliance with food safety regulations.*
- ***Sanitation Master Cleaning Schedule**: Regularly reviewed and discussed in staff meetings to uphold the highest cleanliness standards.*

Quality Control Process for Delivering Meals to SFA

Revolution Foods employs a robust Quality Control process to ensure that meals reach schools in optimal condition. Key measures include:

- ***Transportation in Fully Enclosed, Odor-Free Delivery Vehicles**: Our fleet is meticulously cleaned and maintained under a Preventative Maintenance Program to prevent cross-contamination.*
- ***Pest Control Management**: Professional pest control services specializing in food production are employed to ensure a sanitary environment.*
- ***Temperature-Controlled Equipment**: Meals are transported using Cambro hot boxes, Cam Chillers, Ice Blankets, industrial transport tubs, and beverage caddies to maintain safe temperatures.*
- ***Multi-Layered Inspection Protocols**: Trained personnel conduct visual inspections, verifying packaging integrity and meal temperatures before dispatch.*
- ***Secure Transport and Handling**: Use of Cam-Dollies, Load-Bearing Bracers, Safety Lift-Gates, and Hand Trucks ensures safe and efficient meal handling.*

Temperature Monitoring and Documentation Protocols

To maintain food safety, Revolution Foods follows strict temperature monitoring and documentation protocols:

- ***Pre-Transport Temperature Checks**: Meals are temperature-checked before being loaded into transport containers.*
- ***Arrival Temperature Verification**: Upon delivery, temperatures are recorded on a Transportation Record to ensure compliance with USDA standards.*
- ***Ongoing Monitoring Until Service**: Food temperatures are checked every two hours to confirm that hot foods remain above 135°F and cold foods stay below 41°F. Whole fruits and shelf-stable items are exempt from temperature control requirements due to them being shelf stable.*
- ***Proper Storage Practices**: Cambros and coolers are placed at least six inches off the ground on tables, hand trucks, or Cambro Dollies to maintain hygiene and accessibility.*

Ensuring Daily Temperature Logs for Menu Items

Revolution Foods ensures that all temperature logs are meticulously maintained and readily available for review:

- ***Digital and Manual Logging**: Staff document meal temperatures at multiple checkpoints, including pre-transport, arrival at schools, and periodic intervals during service.*
- ***HACCP Committee Oversight**: Logs are reviewed regularly by food safety managers and audited by third-party inspectors.*
- ***Automated Alerts and Corrective Actions**: If temperature deviations occur, immediate corrective actions are taken to prevent food safety risks.*

Additional Food Safety and Security Measures

To ensure the highest food safety standards, Revolution Foods implements additional safeguards:

- ***Metal Detection**: Two Thermo Scientific Apex 500 Metal Detectors screen meals for ferrous (1.5mm), non-ferrous (2.5mm), and stainless steel (3.0mm) contaminants.*
- ***Strict Good Manufacturing Practices (GMPs)**: Personal hygiene policies, disease control protocols, hazard communication, and food safety practices are rigorously enforced.*
- ***Comprehensive Training Programs**: All associates receive ServSafe certification, and a minimum of two ServSafe Managers are present during production.*
- ***Food Defense Plan & Surveillance**: Revolution Foods employs 24-hour surveillance in production and storage areas, requiring swipe card access with recorded movements.*
- ***Regulatory Compliance and Audits**: We undergo routine Public Health Department inspections, hold a USDA certification, and are certified by the FDA and State and local health Departments.*
- ***SQF Practitioner Training**: Select employees are undergoing Safe Quality Food (SQF) Practitioner certification to further elevate food safety standards.*
- *These measures help Revolution Foods uphold rigorous standards for food safety, regulatory compliance, and high-quality food delivery to its clients.*

***Staff Training Requirements:** Revolution Foods ensures that all staff maintain current training requirements through the following process:*

- ***Regular Training Sessions**: Staff undergo regular training sessions to stay updated on food safety protocols, handling procedures, and regulatory compliance. The training sessions are comprised of both online and in person. Online is for the Serve Safe certification and the HACCP and food safety portions are provided by the Senior Director of FSQA (a certified auditor and trainer).*
- ***Documentation and Records**: Training sessions are documented, and records are maintained to track staff participation and completion. All training records are updated and maintained in the office of the SR. Director of FSQA.*
- ***Continuous Education**: Staff are required to participate in continuous training programs to enhance their knowledge and skills in food safety and handling.*
- ***Compliance Checks**: Regular compliance checks are conducted to ensure that staff adhere to training requirements and food safety standards.*
- *These measures help Revolution Foods uphold rigorous standards for food safety, regulatory compliance, and high-quality food delivery to its clients.*

Delivery Plan

We will deliver daily based on a schedule that works for your location and staff. The final delivery window will be agreed upon before meal service starts. If meals need to be delivered during off hours, we will require the appropriate entrance keys and codes. Training, guidance, or signage will need to be provided by kitchen/ cafeteria staff so our drivers will know where to place each item.

Routing + Managing the Fleet

Maintaining our fleet of delivery trucks is essential to our performance and mission. Our Dispatch Manager tracks mileage, schedules service regularly, and ensures all refrigerated vehicles are operating correctly. The Director of Operations also reviews to streamline operations as needed.

To create efficient routes, we take the following steps:

- *Develop delivery plans for sites based on program and mealtimes*
- *Perform route and delivery dry-runs two weeks prior to service start*
- *Re-evaluate routes and adjust as needed*
- *Finalize routes and perform final dry run(s) immediately prior to start*

Commitment to Safety

Each culinary center adheres to HACCP, ensuring meal preparation and delivery processes are in accordance with state and local health codes.

Our drivers receive thorough training in food safety, delivery route management, and additional topics such as managing parking lots, driving around buses, and handling school and holiday traffic.

Upon delivery, drivers unload and place meals in the designated locations, then measure and record meal temperatures again. Finally, we confirm the order with Alta Public Schools on-site point of contact. Alta Public Schools is responsible for all food components and food safety concerns once meals are delivered.

Web-based Transportation Monitoring

We have equipped all trucks with Samsara technology, providing a web-based monitoring system to track delivery vehicles. This GPS tracker allows us to monitor vehicles in real-time, which enhances communication with drivers and enables us to report and analyze data to better serve our partners.

Vehicles are also equipped with a cold chain monitoring system, allowing for remote monitoring of the cooler/cold storage temperature in real-time and storing historical temperature information in a centralized log online.

As a second measure of control, we also have digital thermometer gauges in each vehicle allowing the driver to monitor the cooler's temperature throughout the delivery. Cold food temperatures are taken manually upon delivery at the sites and recorded on the delivery packing slip. Temperatures are then recorded on a log at the local distribution center.

Food Philosophy, Planning, & Innovation



Kid-Inspired, Chef-Crafted™

We build lifelong healthy eaters by making great tasting, healthy food that is kid-inspired, chef-crafted™. Our mission and unique process of designing meal programs set us apart as the recognized leader in student nutrition and health… and it's kid approved!

Exceeding USDA Minimum Standards

Our menus meet and exceed HHFKA nutrition standards to promote a healthy eating pattern. We've had internal ingredient standards since our founding in 2006.

- *Nutrient-dense food group offerings*
- *Ahead of sodium targets*
- *0g trans-fat & no partially hydrogenated oils*
- *Sugar limits (1 oz grain eq ≤ 8 grams; 2 oz eq grain ≤14 grams)*
- *Fresh fruit – nothing canned*
- *Always delicious food*

Positive Outcomes

We all know hungry children cannot learn. The following studies Revolution Foods meals have been proven as the clear leaders in measures of "healthiness" in numerous academic studies.

Berkeley UNIVERSITY OF CALIFORNIA

Research from UC Berkeley confirms healthy school meals not only drive positive academic outcomes for our students but are also one of the least expensive intervention methods to set our youth up for success.

4 Average percentile points healthier school meals could raise student achievement by

#1 Rank of Revolution Foods meals vs. other school meal providers in Healthy Eating Index (HEI)*

kks advisors reshaping markets | W.K. KELLOGG FOUNDATION

Research from KKS Advisors on behalf of W.K. Kellogg Foundation found schools that served Revolution Foods meals saw significant improvement in students' performance in English and small positive effects on math results and attendance

13% Improvement in English Language Arts (ELA) results observed in schools served by Revolution Foods vs. control schools across Louisiana, New York & Massachusetts



[1] "School Meal Quality and Academic Performance"; Michael L. Anderson et. al; 2018.

[2] "Mission Aligned Framework for Investing: Maximizing the Impact of the W.K. Kellogg Foundation's Mission Driven Investment Portfolio"; KKS Advisors; 2019.

Menu Offerings

We take pride in partnering with our clients to create customized menu options that cater to the unique needs of students and their communities. By working closely with the Nutrition Department, we set up monthly calls to plan and ensure that our menus are not only nutritious and balanced but also exciting and appealing. We take the time to understand dietary preferences, allergies, and cultural considerations, crafting meal options that support both the health and happiness of students. Our collaborative approach means that each school's menu is thoughtfully designed to reflect their values, boost student engagement, and promote positive eating habits, all while meeting nutrition standards and local regulations.

We offer every type of meal compliant with Child Nutrition Programs and can fully customize our menus to include hot or cold meals, served unitized, in individual portions, or buffet-style. All our meals are compliant with the National School Lunch Program and the Seamless Summer Option (SSO) for grades K-5, 6-8, 9-12.

Menu Platforms

Breakfast	*We offer hot and cold breakfast, with the option to unitize cold breakfast items for easy service in the classroom. Every breakfast is served with fresh fruit, whole grains, and white milk.*
Lunch	*We offer hot and cold lunches, including vegetarian and dairy-free options, daily. Every lunch includes healthy carbohydrates, lean proteins, fresh fruits, and vegetables. Condiments (e.g., ketchup, mustard, mayo, and hot sauce) are available to order by the case to pair with meals. Dressings with salads and wraps are provided as designed with each lunch.* *Hot lunch entrees are offered in either Buffet-style or individually portioned packaging, depending on your school's serving needs.* *Vegetables are provided buffet style. Ranch dressing is offered once per week to pair with the vegetables of the day. We also offer a salad bar option up to two days per week offering fresh cut lettuce, various add-ons and two dressing options for an additional fee.*
Snack	*Each snack contains two items such as fruit, string cheese, crackers, snack bars, sunflower seeds, and sunbutter. Ask your local team for more information on our Smart Snacks if you need to order by the case.*
Supper	*Our supper platforms include Full Fresh Supper (hot and cold options) and Grab 'n' Go (cold only). Every supper includes healthy carbohydrates, lean proteins, fresh fruits, and vegetables. All meals are individually packaged to facilitate easy service.*
Faculty Meals	*Meals for faculty and staff can be added to deliveries when ordered with student meals. Student and faculty menus are the same.*
Field Trip Meals	*Sack lunches are available for field trips and are generally delivered the day prior to the field trip so staff and students can be prepared and ready on the big day with 7-10 day notice. Field trip lunches contain the entrée, fruit and vegetables with milk served separately.*
Back Up & Contingency Meals	*Our back up and contingency meals will provide you with peace of mind. We provide an option to purchase frozen meal components or shelf stable options, depending on needs. Both types of meals can be stored on-site and utilized in case of emergency. These meals meet the same nutritional quality and clean-label ingredients standards you can expect from all our meals.*

Offer vs. Serve

Our breakfast and lunch programs follow the Offer versus Serve (OvS), a strategy designed to give students independence while also reducing waste.

Under OvS, fruit, vegetables, and milk are provided buffet-style for students to select a compliant meal. Breakfast entrées may be unitized with fruit, with just milk provided buffet-style. This service style ensures efficiency and waste reduction while providing students the opportunity to build their own meal out of their preferred components.

Healthy Hunger-Free Kids Act

School Food Authorities can earn an additional 7 cents reimbursement per lunch that is certified to be compliant with the meal pattern requirements specified in the Healthy Hunger-Free Kids Act (HHFKA). Revolution Foods meals are HHFKA compliant. To demonstrate compliance, we provide:

- *One week of menus (lunch and breakfast, for each group as applicable)*
- *Detailed menu worksheets of food components and portions including vegetable subgroups*
- *Nutrient analysis of calories and saturated fats*

Buy American

The Richard B. Russell National School Lunch Act includes a Buy American provision which requires that School Food Authorities operating school meal programs purchase domestically produced and processed foods to the maximum extent possible. We comply with the Buy American provision.



Commodities Foods Program

To maximize USDA foods usage in our meals, we recommend all entitlement be allocated to DoD Fresh; since the program allows for the maximum use of fresh, unprocessed, additive-free fruits and vegetables with minimal cost and administrative work.

We are a USDA NPA commodity processor and hold a state participation agreement to use select brown box fresh fruits and vegetables and select frozen vegetables.

Donated foods and DoD Fresh products are credited to a minimum of 100% of published rates when delivered to the school for use and shown on monthly invoices.

Menu Cycle+ Allergens

*We release monthly menus one month in advance detailing our various offerings. Our menus are based on a **4**-week cycle ensuring students have a variety of options throughout the month. Nutritional data is provided no later than one (1) week in advance of service. This includes:*

- *Monthly Menu Portion Detail to demonstrate compliance with the National School Lunch Program/SSO for grades K-5, 6-8, 9-12.*
- *Carbohydrate Report to assist with ordering for students with diabetes.*
- *Allergen Report tracking the eight allergen components as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA) to assist staff in ordering for special meal accommodations. Eight allergens are: wheat, dairy, eggs, soy, shellfish, fish, peanuts, and tree nuts.*

We do not use peanut or tree nut ingredients in any of our recipes. We do not handle peanuts or tree nuts on our food production floor. However, we may bring in prepackaged baked goods that are produced in facilities that may handle and process nuts.



Menu changes or substitutions may be required due to unforeseen or emergency circumstances; if a substitution is required, we will communicate the need to your designated point of contact.

Students with special dietary needs must have a signed statement by a medical doctor or a recognized medical authority on file. We can only accommodate the top eight major allergens.

We are NOT capable of modifying texture, providing items outside of those we source (i.e. nutritional supplements), or changing the nutritional profile of individual menu items or foods to meet any of the needs associated with disabilities.

Meal Presentation and Packaging Sustainability

We've invested in environmentally friendly, easy-to-use, and proprietary packaging and presentation materials so our meals not only taste amazing, but also look delicious, fresh, and fun. Based on student and administrative feedback and features a positive call to action and colorful graphics.



Café-Style unitized meals- A colorful film seal gives our entrées a café-inspired look that appeals to kids, with a clear window for visibility. CPET plastic containers are #1 recyclable and made with 35% post-consumer recycled plastic. Our anti-fog film - reduces condensation, maximizing visibility of ingredients and appetite appeal.

Ballpark-Style unitized meals- Playful branded flow-wrapping for sandwiches, wraps, burgers, and dogs; utensils provided with this offering are recyclable with an option to purchase compostable. Trays & napkins are compostable. Overwrap film is made from 35% post-consumer recycled plastic. Some ballpark-style meals come in a plastic tray which is #6 recyclable.



Buffet-style meals - Hot lunch entrées designed to be served on a cafeteria line, scooped to order, with compliant sides and optional unitized additions to create a familiar, home-style experience for students. Schools serving buffet-style meals must ensure a food safe handling environment for food service. Plastic utensils are recyclable with the option to purchase compostable. Napkins are compostable. Please contact your Customer Success Manager for more information about how we can launch buffet-style meals at your school!



Sample Items Served

Below is a list of the wide array of products we serve throughout the school year. Every meal is served with 8 ounces of rBST-free non-fat or reduced fat milk. We are constantly evaluating our menu, testing new recipes, and sampling new products at schools. To better serve our students, we encourage schools to provide feedback regularly and engage their parents and students in their favorite healthy foods.

Lunch Hot	Breakfast
Chicken Dumplings / Not So Fried Rice & Edamame	Egg Scramble w/French Toast
Orange Chicken w Rice & Broccoli	Chicken Bits w/Waffles
Turkey Nachos w/ Refried Beans & Tortilla Chips	Egg Scramble w/Potatoes
Penne Pasta w/ Meat Sauce	Egg & Cheese Sandwich
Chicken Tikka Masala	Mantecada Muffin & Yogurt Kit
Lunch Cold	**Snack**
Cheese Pizza Kit	Cheddar Puff
Turkey & Cheese Cracker Kit	Goldfish Pretzels
Chicken Bites & Gouda Cheese Shelf Stable	Chili Lime Rings
Chicken Cesar Salad w/Croutons	Crackers & Taco Hummus
Cold Teriyaki Chicken Noodle Salad	Street Corn Chip
PB & J Sandwich Kit w/ Voyage Butter	Pizza Crackers






Leadership Highlights



George Blanco

George has over 35 years of food industry experience ranging from agriculture to poultry farms to food processing to grocery store chains. Early in his career he worked with Fortune 500 name brand companies in food processing and most recently with the U.S. operations of a major international food company based in Asia. George's grandfather and uncle were braceros and thus farm to table has a special meaning to him. He is particularly focused on children's nutrition and health for families with lesser means and thus believes that Rev Foods and its mission is an important component of supporting the American dream.



Michael Thompson

Michael has over 25 years of operational experience with consumer product and food companies building supply chain solutions. Raised in a family of teachers, Michael is passionate about continuing to improve our ability to deliver fresh, high-quality food to our school and community consumers.



Michelle Reitzin-Bass

Michelle has over 35 years of Sales & Marketing experience focused on K12 Food Service. She is passionate about child nutrition with a depth of knowledge about USDA programs and commodity processing. She loves working in all aspects of the K12 business including R&D and sourcing nutritious products that students love.



Daphne Roberts

Daphne has spent the past 13 years in executive leadership roles within the food and beverage industry, specializing in developing nutritious and compliant meal programs. At Better4You Meals, she played a key role in expanding meal offerings for both K-12 schools and senior communities. Now at Revolution Foods, Daphne leads the Menu and Product Development team, driving innovation to create high-quality, nutritious meals that meet diverse dietary needs while ensuring compliance with industry regulations.



Tracy Hardin

Tracy Hardin is a highly experienced supply chain executive with 20 years of expertise in strategic sourcing and supplier management. She has developed long-term sourcing strategies, streamlined supplier scorecards, and mitigated supply risks to ensure sustainable operations. With a Master's in logistics and supply chain management from Rutgers Business School, she brings extensive experience in procurement, contract negotiations, and operational efficiency.



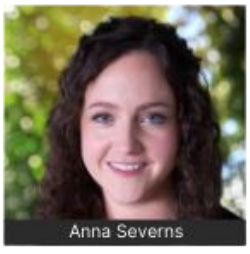
Jonathan Diaz

Jonathan Diaz is a seasoned professional in the food industry with over 9 years of extensive experience in leadership and sales in the Charter School community. Currently serving as the Senior Director of Sales at Revolution Foods, he leverages his comprehensive knowledge of School meals to drive business growth and foster school and community engagement.



Patrick Fierro

With 25+ years in food manufacturing, Patrick has led product development, opened new facilities, and ensured food safety across 28 North American sites. A former VP of Corporate Quality, he brings deep expertise in Food Science and Organic Chemistry. Passionate about food safety, he looks forward to advancing Revolution Foods with his industry knowledge and certifications.



Anna Severns

Anna is a Registered Dietitian with 10 years of experience in school nutrition, specializing in developing balanced, compliant meal programs for growing children. She has worked closely with schools to create nutritious, appealing menus that support student health and wellness. Passionate about fostering lifelong healthy habits, Anna is dedicated to making wholesome food both accessible and enjoyable for students.



Nap Galvez

Nap brings 25 years of experience in the produce industry, building strong relationships with shippers, packers, and growers nationwide. With expertise in manufacturing, purchasing, and supply chain management, he has a deep understanding of operations from farm to market. Over the past decade, he has worked closely with small local farmers, focusing on sustainability, crop selection, and food safety to help bring their harvests to the broader market.

Certificate of Liability Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

8/1/2025

DATE (MM/DD/YYYY): 4/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies, LLC
444 W. 47th St., Ste. 900
Kansas City MO 64112-1906
(816) 960-9000
kcasu@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : American Guarantee and Liab. Ins. Co.	26247
INSURER D : American Zurich Insurance Company	40142
INSURER E :	
INSURER F :	

INSURED
1527948 REVOLUTION FOODS, PBC
5743 SMITHWAY ST #103
COMMERCE CA 90040

COVERAGES **CERTIFICATE NUMBER:** 21650708 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	GLO 5701995-01	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 10,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	810-0X09018A	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	AUC 558088-01	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 0919800-01 (AOS)	8/1/2024	8/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	WORK COMP (MA ONLY)	N	N	WC 0919801-01	8/1/2024	8/1/2025	$1M/$1M/$1M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WORK COMP DEDUCTIBLE: $250,000.

CERTIFICATE HOLDER

21650708
PROOF OF COVERAGE

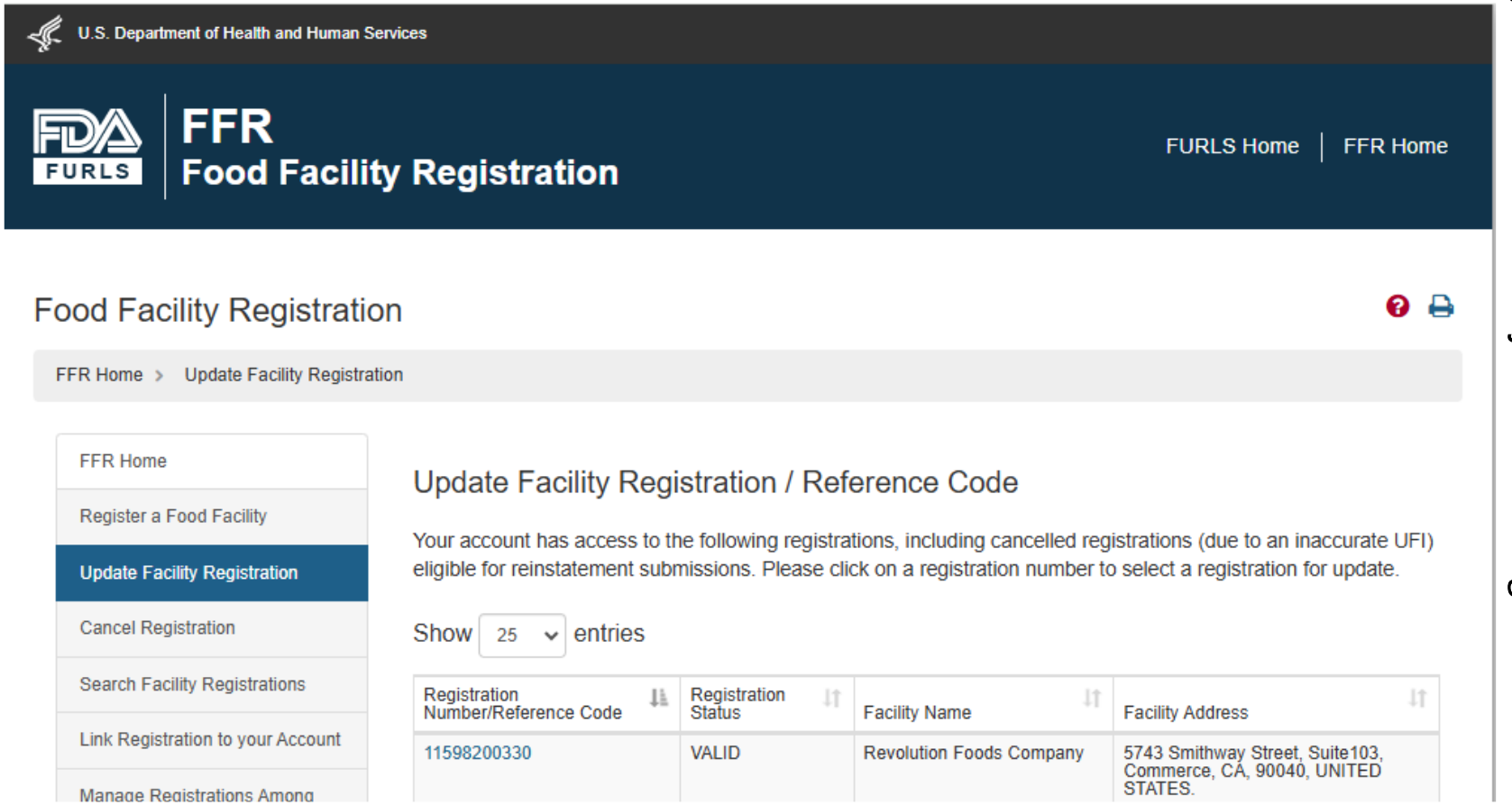
CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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U.S. Department of Health and Human Services

FDA FURLS

FFR
Food Facility Registration

FURLS Home | FFR Home

Food Facility Registration

FFR Home > Update Facility Registration

- FFR Home
- Register a Food Facility
- Update Facility Registration
- Cancel Registration
- Search Facility Registrations
- Link Registration to your Account
- Manage Registrations Among

Update Facility Registration / Reference Code

Your account has access to the following registrations, including cancelled registrations (due to an inaccurate UFI) eligible for reinstatement submissions. Please click on a registration number to select a registration for update.

Show 25 entries

Registration Number/Reference Code	Registration Status	Facility Name	Facility Address
11598200330	VALID	Revolution Foods Company	5743 Smithway Street, Suite103, Commerce, CA, 90040, UNITED STATES.

Health Inspection Report

WHOLESALE FOOD OFFICIAL INSPECTION REPORT

COUNTY OF LOS ANGELES ◆ DEPARTMENT OF PUBLIC HEALTH
OFFICE: WHOLESALE FOOD ◆ CHIEF: VIVIAN TAN
1435 WEST COVINA PKWY ROOM WEST COVINA, CA 91790 - Phone: (626) 813-3477
WWW.PUBLICHEALTH.LACOUNTY.GOV/EH

Facility Name:	REVOLUTION FOODS PBC	**Inspection Date:**	12/16/2024
Owner/Permittee:	REVOLUTION FOODS PBC	**Re-inspection Date:**	N/A
Facility Address:	5743 SMITHWAY ST #103	**City/State/Zip:**	COMMERCE, CA 90040
Program Identifier:	REVOLUTION FOODS PBC	**Time In:** 01:30 PM	**Service:** ROUTINE INSPECTION
FA: FA0320545	**PR:** PR0260134 **PE:** 1821	**Time Out:** 02:30 PM	**Result:** CORRECTIVE ACTION / NO FOLLOW UP REQUIRED **Action:** NO FURTHER ACTION REQUIRED

2 violation(s) observed at the time of the inspection

The checked items represent Health Code violations and must be corrected by the compliance date(s) given above, unless otherwise stated in the body

VIOLATION CATEGORY

FOOD / EMPLOYEE PRACTICES / VERMIN / WATER/ SEWAGE	OUT
1. Holding Temperatures of Potentially Hazardous Food (PHF)	
2. Cooling	
3. Adulterated / Pure Food	
4. Diligent Preparation	
5. Thawing - Proper Method	
6. Risk for Contamination - Approved Area / Vestibule	
7. Food Storage -Properly Covered / Elevated / Proper Area	✓
8. Finished Food - Possible Contamination	
9. Approved Source	
10. Refrozen Foods	
11. Proper Inspection at Delivery / Transportation	
12. Acidification / Labeling	
13. Disease Transmission - Carrier / Lesion / Rash	
14. Hand Washing	
15. Tobacco / Eating / Drinking / Habits / Behaviors	
16. Hair Restraints / Outer Garments / Nails / Rings	
17. Personal Items	
18. Person Hygiene	
19. Vermin	
20. Open Door / Window / Air Curtain	
21. Facility Fully Enclosed	
22. Water Available	
23. Sanitizing Method / Procedures	
24. Sanitizer - Proper Concentration	
25. Sewage Disposal System	
26. Toilets - Repair / Clean / Toilet Tissue / Self-Closing Door	
27. Toilet Facilities - Available / Adequate	
28. Backflow / Back Siphonage	
29. Sinks / Fixtures / Supply Line - Clean / Repair / Use	

30. Floor Drains / Floor Sinks - Available / Clean / Repair	
31. Drain Line / Liquid Waste - Available / Approved / Installed	
32. Critical Sink / Fixture - Hand Wash / Food Prep / Mop	
OPERATIONS / UTENSILS / EQUIPMENT / FACILITY	**OUT**
33. Soap / Drying Device - Filled / Repaired / Approved / Clean	
34. Hazardous Materials / Chemicals / Janitorial - Storage / Use	
35. Shellfish Tags / Records	
36. Interior Premises - Castoff / Tools / Linens / Uniforms	
37. Living / Sleeping Quarters	
38. Animal / Bird / Fowl	
39. Refuse / Containers / Food Waste Storage	
40. Exterior Premises	
41. Dressing Room / Lockers / Adequate Number	
42. Deterioration / Approved Materials	
43. Floors / Walls / Ceilings - Maintained Clean	
44. Utensils / Equipment / Shelving / Cabinets - Maintained Clean	
45. Approved Equipment / Proper Use / Proper Installation	
46. Approved Utensils / Proper Use	
47. Utensils / Equipment / Shelving / Cabinets - Repair	
48. Utensils / Equipment - Storage	
49. Hood - Clean / Repair / Equipment Under Hood	
50. Ventilation - General	
51. Lighting / Light Shields / Electrical	✓
52. Wiping Cloths - Clean / Adequate Sanitizer / Turbid / Storage	
53. Thermometer - Refrigeration / Probe	
LICENSE / SIGNS / FACILITY STATUS	**OUT**
54. Public Health Permit / License	
55. Certified Food Handler Certificate	
CLOSURE / ADMINISTRATIVE ACTION	**OUT**
56. License Suspension	

PIC/Owner Signature

MICHAEL MUOKWE
EHS Signature

Help us serve you better by completing a short survey. Visit our website at http://publichealth.lacounty.gov/eh/about/customer-service.htm.

Page 1 of 2

Public Health License



COUNTY OF LOS ANGELES
Public Health

THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

PUBLIC HEALTH LICENSE
FY 2025/2026
Valid Until 6/30/2026

PR Number: PR0280134
Program ID: REVOLUTION FOODS PBC
Description: FOOD PROCESSING WHOLESALE (2,000-5,999 SF)

Facility Owner - Mail Address
REVOLUTION FOODS PBC
c/o JACQUELINE DUVIVIER-CASTILLO
5743 SMITHWAY ST #103
COMMERCE, CA 90040

WFF

Facility Location
REVOLUTION FOODS PBC
5743 SMITHWAY ST #103
COMMERCE, CA 90040

CDE/USDA Certifications

CALIFORNIA DEPARTMENT OF EDUCATION
TONY THURMOND
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION
1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

January 28, 2025

Daphne Roberts
Revolution Foods PBC
5743 Smithway Street, Unit 103
Commerce, CA 90040

Dear Ms. Roberts:

This letter is to notify you that the U.S. Department of Agriculture (USDA) Foods State Participation Agreement renewal for **Revolution Foods PBC., Agreement # M10-224**, has been approved effective July 1, 2024. As of the mailing of this letter, Revolution Foods has submitted all the required bonds to the Department of Education's headquarters.

As a reminder, processors must monitor inventory to ensure that the **quantity of USDA Foods on hand does not exceed a six-month supply** based on the processor's average monthly usage. A written request to allow an inventory level of higher than six months shall be submitted prior to or in anticipation of surpassing the six-month limit.

Additionally, processors shall submit monthly performance reports under this agreement to the California Department of Education Food Distribution Program **no later than 30 days** after the close of each reporting period.

If you have any questions regarding your USDA Foods Processing Agreement, please contact Jessica Dunajski, Processing Consultant, Distribution and Processing Unit, by phone at 916-323-2591 or by email at jdunajski@cde.ca.gov.

Sincerely,

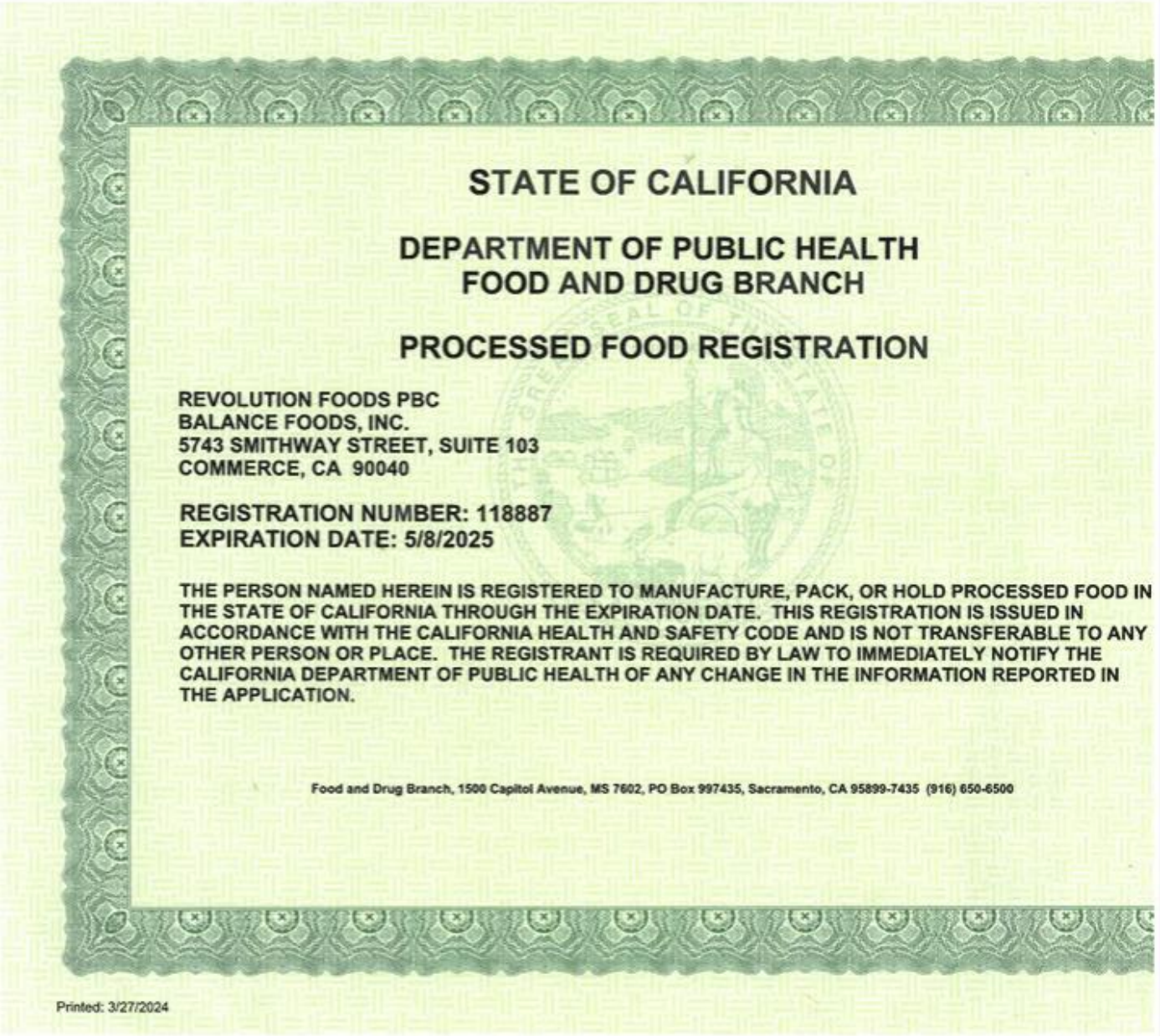
Carrie Robinson, Manager
Food Distribution Program

CR:jd

Attachments

Processed Food Registration

(Renewed Registration has been approved and expected in the mail, copy can be provided upon request)



STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC HEALTH
FOOD AND DRUG BRANCH

PROCESSED FOOD REGISTRATION

REVOLUTION FOODS PBC
BALANCE FOODS, INC.
5743 SMITHWAY STREET, SUITE 103
COMMERCE, CA 90040

REGISTRATION NUMBER: 118887
EXPIRATION DATE: 5/8/2025

THE PERSON NAMED HEREIN IS REGISTERED TO MANUFACTURE, PACK, OR HOLD PROCESSED FOOD IN THE STATE OF CALIFORNIA THROUGH THE EXPIRATION DATE. THIS REGISTRATION IS ISSUED IN ACCORDANCE WITH THE CALIFORNIA HEALTH AND SAFETY CODE AND IS NOT TRANSFERABLE TO ANY OTHER PERSON OR PLACE. THE REGISTRANT IS REQUIRED BY LAW TO IMMEDIATELY NOTIFY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OF ANY CHANGE IN THE INFORMATION REPORTED IN THE APPLICATION.

Food and Drug Branch, 1500 Capitol Avenue, MS 7602, PO Box 997435, Sacramento, CA 95899-7435 (916) 650-6500

Printed: 3/27/2024

Business Tax Certificate



BUSINESS LICENSE TAX CERTIFICATE

City of West Covina
8839 N Cedar Ave #212
Fresno, CA 93720-1832
(626) 513-0043

Business Name: REVOLUTION FOODS, PBC
Business Location: 5743 SMITHWAY ST STE 103
COMMERCE, CA 90040-1548

Owner(s): REVOLUTION FOODS, PBC

Business Type: SCHOOL MEALS
CATERING AND DELIVERY

ACCOUNTING
REVOLUTION FOODS, PBC
2400 GRANT AVE
SAN LORENZO, CA 94580-1808

License Number: 03070850
Date Issued: 1/1/2025
Expiration Date: 12/31/2025

Finance Director

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.
IT IS NOT TRANSFERABLE OR ASSIGNABLE

Additional Links

Revolution Foods is committed to maintaining the highest standards of food safety and operational integrity. To ensure compliance with all regulatory requirements and industry best practices, we have established comprehensive policies and plans, including our Food Safety & Security Plan, Hazard Analysis and Critical Control Points (HACCP) Plan, Market Withdrawal & Recall Policy, and Pest Control Policy. All documents proprietary and are linked below for your review if desired.

HACCP
Market Withdrawal and Recall
Food Safety & Security Plan
Pest Control Policy/Plan

Proprietary

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

TNC Proposal, Alta Public Schools FSMC RFP 2025-26-20250919T213200Z-1-001.zip



Vended Meals Proposal for

Alta Public Schools

Due Date: September 23rd. 2025

Attn:
Jesse Gutierrez and Glenda Aleman
Alta Public Schools SFA
jes.gutierrez@altaps.org and g.aleman@altaps.org

EVERYTABLE

COVER LETTER

Greetings Alta Public Schools SFA,

On behalf of Everytable PBC, we are honored to submit our proposal to serve as your Food Service Management Company and to support the nutrition program for the students of Heritage Elementary, Heritage Junior High, and Heritage Flex Academy.

Everytable has grown from a single storefront in South Los Angeles into a mission-driven food company with 38 retail locations across Southern California and an expanding presence in Northern California. We are proud to be the primary provider of school meals for **Compton Unified School District, where more than 20 schools are served daily with fresh, scratch-made meals that are compliant, appealing, and student-approved**. This partnership reflects our ability to scale with excellence while maintaining quality and care.

Closer to your campuses**, Everytable operates three stores in San Diego County—including one in Vista, California**. If selected, our Vista location will serve as the operational base for Alta Public Schools, ensuring proximity, efficiency, and reliability in daily meal service. With this infrastructure already in place, we are well-positioned to deliver high-quality meals to your students starting on day one.

Beyond K–12, Everytable has partnered with Cal State Universities, Community Colleges, and Basic Needs centers across California—helping students of all ages access meals that fuel both learning and wellness. Parents across Southern California, including many near your schools, have long asked why their children couldn't have access to meals like ours at school. This proposal is our answer: now they can.

We believe our program will not only provide students with appealing, compliant, and nutritious meals, but also strengthen participation, wellness, and engagement in the school day. With a strong foundation in both culinary creativity and federal nutrition standards, we are confident in our ability to deliver a food service program that meets the highest expectations.

Thank you for the opportunity to be considered. We look forward to the possibility of becoming a trusted, long-term partner of Alta Public Schools and supporting your mission to serve students with excellence.

Sincerely,

Sam Polk

Sam Polk
CEO, Founder

alta public schools

EVERYTABLE

By signing this cover letter, I certify that the information contained in this proposal is accurate, and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

Legal Name	Everytable, PBC
Federal Tax ID:	47-5369929
SFA Liaison:	Fernando Castillo – fernandocastillo@everytable.com
Mailing Address:	3305 E Vernon Ave, Vernon, CA 90058

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VENDOR CONTACT INFORMATION

Legal Name & Mailing Address of Organization
Everytable, PBC
3305 E Vernon Ave, Vernon, CA 90058
www.everytable.com

Federal Tax ID #
47-5369929

Primary Proposal Contact
Fernando Castillo
Head of K-12 Partnerships
fernandocastillo@everytable.com
213-926-0696

Principal of the Organization
Sam Polk
Chief Executive Officer
sampolk@everytable.com



ABOUT EVERYTABLE



Everytable was founded with a simple but powerful mission: to make healthy, delicious food accessible and affordable for every community, especially our local schools.

In 2013, our founder Sam Polk launched a nonprofit called Feast (Families Eating and Sharing Together) in South Los Angeles. Feast provided nutrition education, cooking classes, free produce, and support groups to help families live healthier lives. But Sam soon heard from parents that while they loved fresh produce at home, their busy schedules meant they often had to buy food on the go—and in many neighborhoods, the only options were unhealthy fast food.

To solve this problem, Sam created Everytable, a company built on the belief that every child and every family deserves access to nutritious meals. Our model was designed to bring scratch-made, affordable food into **"food deserts"** where nutritious options were scarce—at prices that compete with fast food. The name "Everytable" reflects our mission to ensure that no one is left out when it comes to healthy meals.

Since then, Everytable has grown from one storefront in South LA into a Public Benefit Corporation with nearly 300 employees and more than 38 retail locations across Southern California (including San Diego). Along the way, we've expanded into K–12 schools, colleges, and universities, where we bring the same care, quality, and purpose to student dining programs.

Since Sam's appearance on Season 9 of **"SHARK TANK",** the business has expanded rapidly and now has around 300 employees in the State of California, serving millions of meals annually, with room to grow. Everytable has recently become the primary provider of school meals for Compton Unified School District and a trusted partner for numerous charter school districts, community colleges, and Cal State Universities across the state. We are excited to bring that same mission-driven approach to Alta Public Schools, serving students meals that are fresh, appealing, and built to support learning and wellness.

- https://vimeo.com/264237020
- https://www.youtube.com/watch?v=pCilj5eKNzk



What we care about

Meals are more than food to us - they're moments of connection. The roots of family, culture and community.

OUR ANNUAL IMPACT REPORT

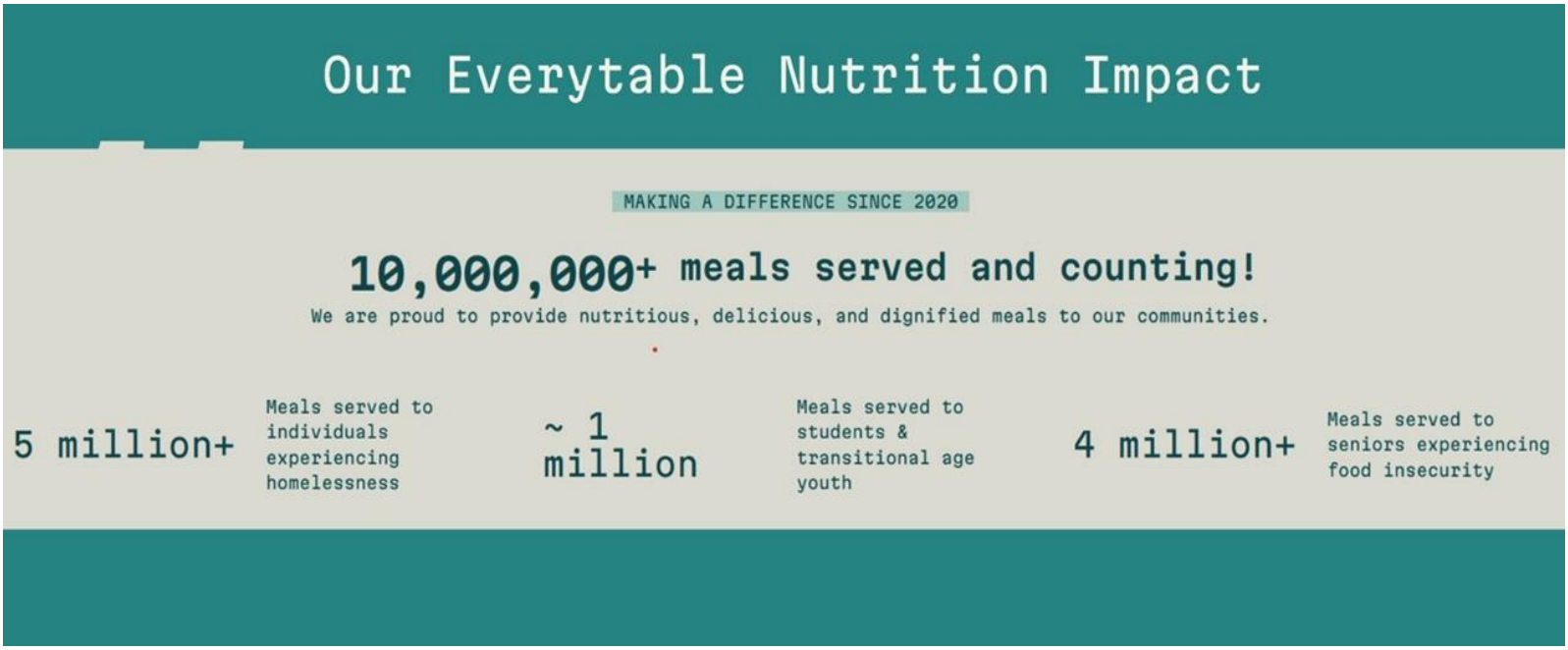
As a social enterprise and public benefit corporation, we are in business to make fresh, delicious meals and on a mission to change the food system and our world. We believe that nutritious food is a human right and should be available to everyone, because people with access to good food have better health outcomes and overall quality of life.

Through our first annual impact report, we aim to celebrate how our customers, team members, investors and strategic partners all play a vital role in achieving our mission. We are committed to making a positive difference in the communities we serve through our three Impact Pillars:

1. Making nutritious food affordable and accessible to everyone
2. Creating a more inclusive economy
3. Supporting a sustainable food system
4. Feeding **children and students** in our schools and communities



This inaugural report is an invitation to learn more about our commitment to transforming the food system and building a more equitable society.



THE EVERYTABLE DIFFERENCE

We are the only Company in California with a commitment to:

FRESH + NEVER FROZEN: SCRATCH COOKING

- Cooking meats from raw in a USDA Inspected facility
- Providing fresh raw produce grown in California
- Cooking grains from scratch like pastas and rice
- NO bulk frozen protein patties with a 12-month shelf life

Other vendors will try and promote “speed scratch” but too often it is still frozen processed food assembled at a facility and add 3rd party sauces.

Alta Public Schools students deserve real food, made in real kitchens, with real recipes.





MEAL COLLABORATIONS & COMMUNITY PARTNERSHIPS

Everytable believes in celebrating the beauty and local heroes of the communities we operate in. We are constantly looking for opportunities to partner with and showcase those local individuals who share common values and commitments toward bringing healthy and fresh food to all!

Below are just a few of the menu collaborations Everytable has featured:

Trap Kitchen



As part of the 2018 grand opening of the Compton location Everytable teamed up with Trap Kitchen to produce their own dish. Trap kitchen was started by two rival gang members who formed a bond and successful business over their love of culinary art.

Trap Kitchen co-creator Malachi “Chef Spank” Jenkins decided to leave the streets to pursue a culinary career, attending Le Cordon Bleu in Las Vegas at age 22. After experiencing a tragic loss, he left school and returned home to Compton, meeting up with a longtime acquaintance from a rival gang, Roberto “News” Smith. Jenkins, a Crip, and Smith, a Piru (Blood), now found themselves with a decision to make – go back to the street life and end up in jail or worse, or take the money they had and start a legit business using their skills in both cooking and networking. They chose the latter. The Trap Kitchen Curry Chicken came straight out of their cookbook, adapted to Everytable ingredients, and has been a staple Everytable for 7 years.

Homegirl Café



As the catalyst and inspiration for Everytable, it was only right for a collaboration with Homeboy Industries to happen. As one of the most impactful organizations in all of Los Angeles, Father Greg Boyle’s Homeboy Industries’ has been supporting formerly involved gang members and previously incarcerated men and women for over 35 years. In 2019, the very first collaboration Homeboy Industries came about when our chefs teamed up with the women of Homegirl Café, a division of Homeboy Industries, to develop the Homegirl Salmon Adobo a bold dish and fan favorite, still available at all Everytable locations.

Shane Tavarez – My Friend's Place



In 2024, Everytable partnered with My Friend's Place, to capture the compelling spirit of an amazing nonprofit organization which assisting and inspiring unhoused young people to build self-sufficient lives for almost 4 decades.

Despite having struggled much of his early life, My Friend's Place alumni, Shane Tavarez, always felt a calling to cooking and food. His time at MFP was transformative, far beyond the crucial services and support he received, because there, he met his wife of 15 years and his biggest inspiration, Stephanie. Their partnership was built on mutual support and encouragement, with Stephanie constantly pushing Shane to recognize his culinary gifts and share them with the world.

The 2024 MFP collaboration was offered as a special Holiday Meal inspired by the shared moments around the table with friends.

Keith Manley



New on the Everytable menu is Keith's Spicy Shrimp and Noodles. Everytable teamed up with actor, artist, and lifestyle influencer Keith Manley on this new Asian and southern inspired scratch-cooked meal, influenced by Keith's lifelong love of noodles and his Southern roots in North Carolina.

Keith's Spicy Shrimp & Noodles is a homage to the constant source of comfort, exploration and growth throughout our lives, reminding us that food transcends cultures and serves to comfort us, unite us and take us to new places.



COMMUNITY IMPACT AND LOCAL DEVELOPMENT

If buying a franchise requires wealth, what happens to those without access to capital, networks and mentorship, who share the same amount of drive and talent?

Through our Social Equity Franchise (SEF) program, we are leveling the playing field and building a pathway to business ownership within our communities.

We envision a partnership where Compton Unified students could one day become an owner of their very own Everytable Franchise.



How it works

Comprehensive business training
Social Equity Franchise applicants will be enrolled in Everytable University for comprehensive training/development to learn various aspects of business operation and management.

Paid, hands-on experience
While attending Everytable University, participants will receive a salary while working full-time at one of our Everytable corporate stores.



Franchise ownership opportunity
Once a participant successfully completes the Everytable University training program, Everytable, along with the participant, will determine a location for them to own and operate as a franchised store under a franchise agreement.

Mission-driven financing
Everytable partners with a mission-driven lender who provides low-interest, no personal guarantee loans to Everytable franchisees for purchasing storefronts. For Social Equity Franchisees, no upfront capital is required, and the loan is fully repaid through a portion of the store's profits.

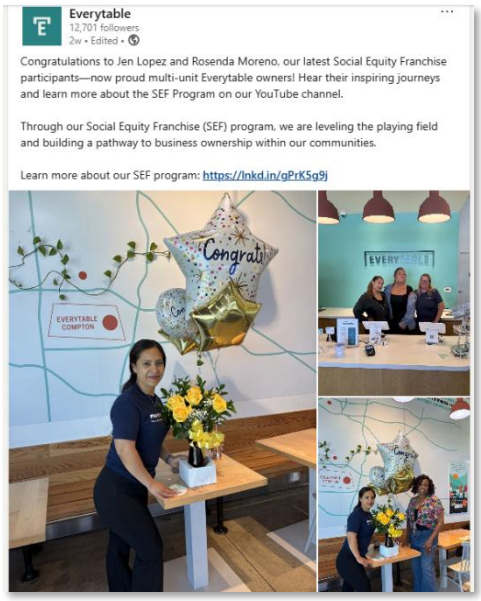
Loan repayment structure
A portion of the potential profits from the franchised store operated by the franchisee will be used to pay off the loan for the start-up costs.

Franchisee profit ownership
Once the loan for start-up costs is paid off, the potential profits of the franchised store belong to the franchisee.

SAN DIEGO LEADERSHIP AND FRANCHISE OWNER



The Alta School District's food service program will be managed by Jennifer (Jen) Lopez, one of Everytable's **Social Equity Franchise (SEF)** Owners. Jen is a graduate of Everytable University, a rigorous training program that equips high-potential managers with the tools and knowledge to successfully own and operate their own business. As part of the SEF program, Jen has completed coursework in operations, financial management, human resources, marketing, and sustainability practices, ensuring she is fully prepared to lead the WPD cafeteria with excellence.



Jen will serve as the on-site leader responsible for daily operations, staff development, and customer engagement. Her leadership will be grounded in Everytable's values of health, equity, and community. She will implement efficient staffing models to maintain high service levels even during fluctuating occupancy, while also overseeing sanitation, safety, and compliance practices in line with State and LEED standards. With support from Everytable's central kitchen and operations team, Jen will ensure that menus are rotated monthly to keep offerings fresh, introduce seasonal specials, and launch new family-friendly options like nutritious kids' meals, which may complement services at the on-site daycare.

Through the SEF program, Jen also has access to catalytic capital, a network of professional advisors, and a peer group of other franchisees. This support structure allows her to focus on building customer satisfaction, maintaining financial sustainability, and creating career opportunities for her staff.

Jen's journey as a single mother turned business owner embodies Everytable's mission to close the racial and gender wealth gap while expanding access to healthy food. Her presence at WPD ensures the cafeteria is not just a place to eat, but a community hub where employees and visitors feel welcomed, supported, and connected to a larger mission of equity and well-being.

(https://www.everytable.com/franchise?srsltid=AfmBOoqwy2wG7tWY8--ZqllXxD2AUPR6aFtNUnzTDlTfDno_fS_yuIeW)



EVT'S COMMITMENT TO SUSTAINABILITY

EVT is dedicated to building a **sustainable and responsible food system** by prioritizing **minimal food waste, local purchasing, and an optimized supply chain**. Through thoughtful sourcing, bulk ordering, and eco-friendly packaging, EVT ensures that its meals are fresh, high-quality, and environmentally responsible.

MINIMIZING FOOD WASTE

EVT actively works to reduce food waste throughout its operations, from ingredient sourcing to meal preparation and delivery.

- **Scratch-Cooked Meals in Small Batches** – EVT prepares fresh meals daily in controlled quantities to prevent overproduction.
- **Data-Driven Demand Planning** – Sales data and ordering trends are used to predict demand accurately, ensuring minimal surplus.
- **Pre-Portioned Ingredients** – Meals are crafted with precise portions to eliminate excess ingredients and unnecessary waste.
- **Rescue & Redistribution Efforts** – Surplus food is donated to local organizations whenever possible, ensuring that meals go to those in need rather than being discarded.



SUSTAINABLE SUPPLY CHAIN & BULK ORDERING

EVT's **supply chain is designed for efficiency and sustainability**, ensuring responsible sourcing and reduced environmental impact.

- **Direct Sourcing from Growers & Producers** – EVT partners with trusted suppliers such as Church Brothers, Gold Coast, Fresh Pack, Cermaq, and Pederson's Farms to source fresh produce and proteins.
- **Bulk Packaged Ingredients** – EVT receives bulk shipments, reducing packaging waste and improving kitchen efficiency. Examples include:

2,400 lb totes of mayo | 2,400 lb totes of cooking oil | 2,400 lb totes of liquid eggs

- **Co-Buying & Freight Optimization** – EVT collaborates with partners like Cook Unity to optimize bulk purchases of poultry, pork, and produce, lowering costs and reducing transportation emissions.



LOCAL PURCHASING & SEASONAL INGREDIENTS

EVT prioritizes local sourcing to support nearby farms, reduce emissions, and provide fresher ingredients. Approximately **80% of EVT's spend is sourced locally**, minimizing the carbon footprint of food transportation.

- **Produce from Local Farms** – EVT works with Church Brothers, Gold Coast, Fresh Pack, and Taylor Farms (Q1 2025) to source fresh arugula, cabbage, cauliflower, kale, romaine, spinach, tomatoes, and cilantro.
- **Seasonal Menu Updates** – Ingredients are selected based on seasonality, ensuring fresher meals while reducing imported goods.

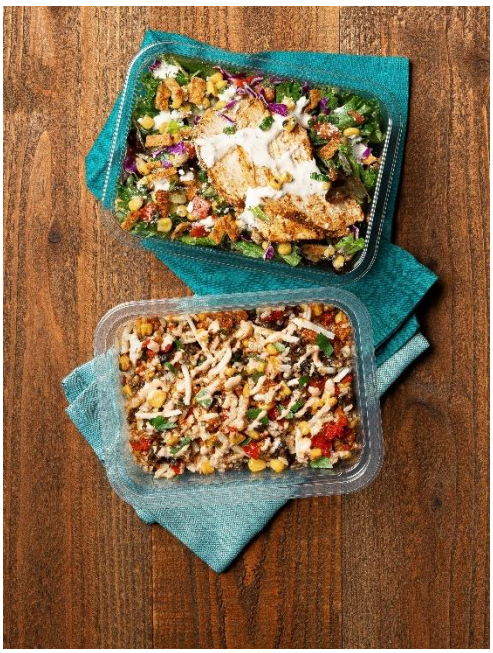


By sourcing locally, EVT **strengthens regional economies, lowers transportation emissions, and delivers better-tasting, fresher meals to customers.**

ECO-FRIENDLY PACKAGING, RECYCLING INITIATIVES & COMPOSTING

EVT is committed to reducing packaging waste by using **recyclable and reusable materials** in its meal programs.

- **Recyclable Packaging Materials** – EVT uses PET recyclable trays containers for salads, and PolyPro containers for hot meals.
- **Reusable Insulated Cambros & Gel Packs** – These are used for EVT's "Hot Meals Hot" program, reducing single-use packaging waste.
- **Aluminum Cans for Beverages** – EVT uses minimum plastic bottles by using mostly recyclable aluminum cans for beverages.

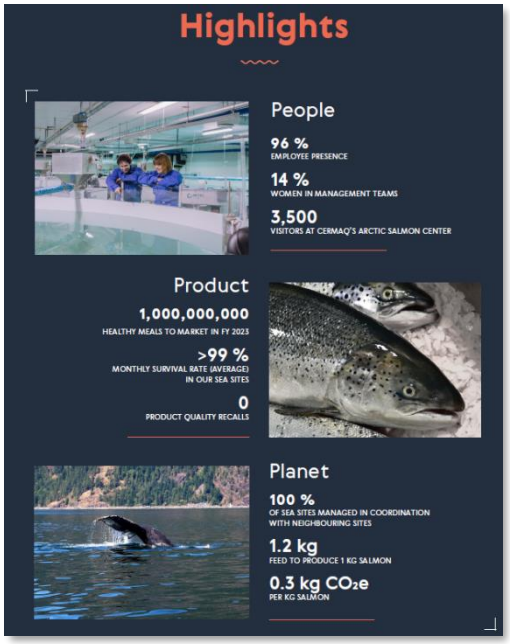


CONCLUSION

Through minimal food waste, responsible supply chain management, bulk ordering, local purchasing, and sustainable packaging, EVT is committed to creating a **more sustainable, eco-friendly food system**. These efforts not only help protect the environment but also ensure that customers receive the freshest, highest-quality meals possible.
By continuously improving its sustainability initiatives, EVT is leading the way in making nutritious, affordable food accessible—without compromising the health of the planet.

OUR COMMITMENT TO SUSTAINABLE SEAFOOD

At Everytable, we are committed to offering nutritious, responsible-sourced meals that support both human health and environmental sustainability. That's why we exclusively source our salmon from Cermaq, a globally recognized leader in sustainable aquaculture. We ensure that our customers receive high-quality, **ethically farmed salmon** while supporting ocean-friendly food systems.



CERTIFIED SUSTAINABLE SEAFOOD

Cermaq's salmon meets the highest standards for responsible aquaculture, carrying certifications from:

- **Aquaculture Stewardship Council (ASC)** – Ensures strict environmental and social responsibility, including habitat protection, responsible feed sourcing, and ethical labor practices.
- **Best Aquaculture Practices (BAP)** – A globally recognized certification that guarantees safe, traceable, and environmentally responsible seafood production across the entire supply chain.

LOWER CARBON FOOTPRINT & RESPONSIBLE FEED

Compared to many other animal proteins, farmed salmon has a **lower environmental impact**.

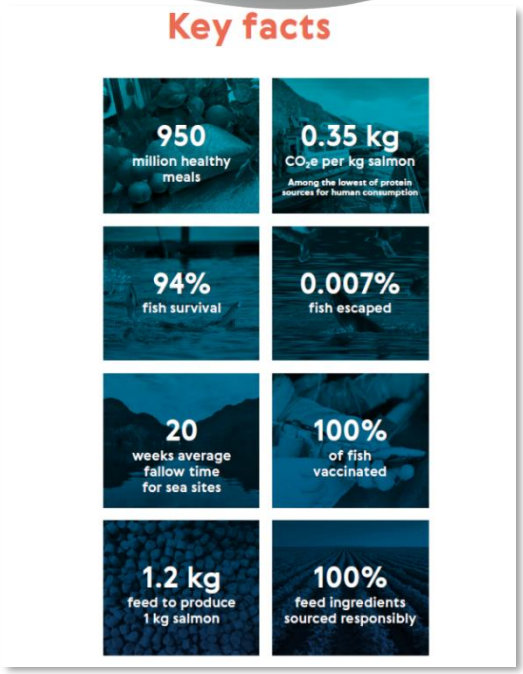
- **Industry-leading carbon efficiency** – our salmon has a footprint of just 0.3 kg CO2e per kg of fish, making it one of the lowest-emission protein sources.
- **Sustainable feed sourcing** – Cermaq prioritizes locally sourced and responsibly produced feed ingredients, reducing reliance on wild fish stocks.



FISH HEALTH & WELFARE

Cermaq takes extensive measures to ensure the health and well-being of their fish, which translates to better-quality salmon for Everytable customers:

- **100% of Cermaq's salmon are vaccinated** against common diseases, reducing the need for antibiotics and promoting overall fish welfare.
- Continuous innovation in fish health management, including research into alternative treatments for sea lice and advanced water monitoring.



RECOGNIZED AS A SUSTAINABLE CHOICE

Cermaq's ASC-certified salmon meets the criteria set by the **Monterey Bay Aquarium's Seafood Watch** program, earning a "Good Alternative" rating. This means:

- It is **a responsible seafood choice** that supports ocean conservation.
- It is farmed with strict environmental protections to reduce habitat and ecosystem impact.
- Consumers can feel confident they are choosing a product that aligns with sustainable fishing and aquaculture best practices.

EVERYTABLE'S NEW SUSTAINABLE PACKAGING

In Summer 2025, Everytable will begin transitioning all of its grab-and-go meal packaging to a new line of **fiber-based, compostable containers** developed by ThermoFibre, a U.S.-based leader in molded fiber technology. This shift marks a significant step in Everytable's sustainability journey and is designed to directly align with **your Sustainable Procurement Guidelines**.

ThermoFibre packaging offers a high-performance, environmentally responsible alternative to traditional single-use plastics and foam. Everytable's adoption of these materials reflects our shared commitment to reducing waste, supporting local compliance, and improving the environmental footprint of institutional foodservice.

ThermoFibre™
The Future of Sustainable Packaging

KEY FEATURES OF THERMOFIBRE PACKAGING

- Made from rapidly renewable, unbleached plant fibers
- 100% plastic-free and PFAS-free
- ASTM D6868 certified compostable in commercial facilities
- Suitable for both hot and cold grab-and-go applications
- Rigid, stackable construction ideal for foodservice and transport
- **High insulation** performance without the need for petroleum-based layers



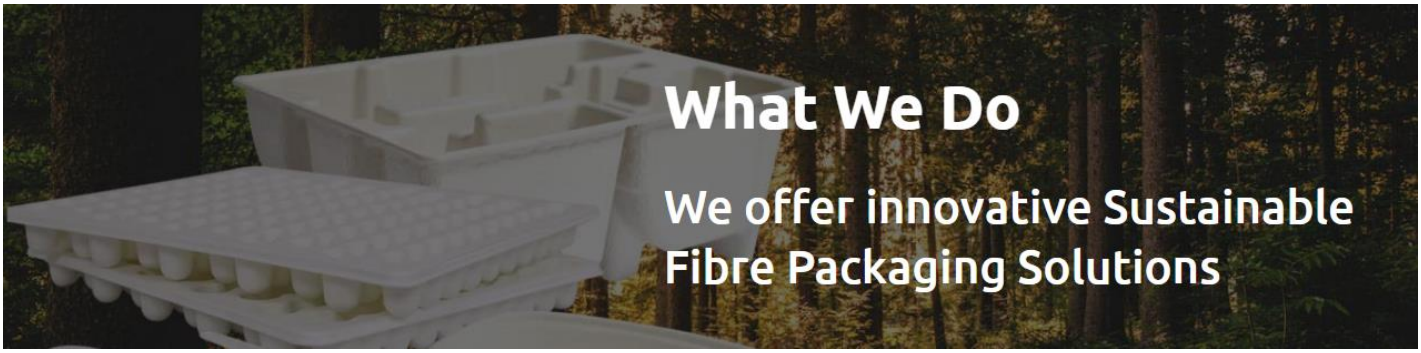
ENVIRONMENTAL BENEFITS

- Supports zero-waste and sustainability goals
- Reduces dependence on fossil fuels and non-renewable materials
- Enables participation in **commercial composting programs** across California
- Minimizes water and energy consumption through ThermoFibre's **closed-loop manufacturing**
- Reduces packaging-related greenhouse gas emissions



FUNCTIONAL AND OPERATIONAL ADVANTAGES

- Compatible with institutional grab-and-go meal operations
- Containers and lids designed for **secure closure and leak resistance**
- Can be clearly labeled with:
  - "COMPOSTABLE" stamps or printing
  - **"**Use By" date fields for food safety and rotation
  - Color-coded or custom labels **using vegetable-based inks**
- Packaging is easy to identify, sort, and dispose of in high-traffic or clinical environments
- Withstands refrigeration and heating commonly found in healthcare foodservice



SUPPLY CHAIN & REPORTING ALIGNMENT

Everytable and ThermoFibre will provide full transparency and data reporting as part of our partnership with you. Reporting will include:

- **Quarterly and annual breakdowns** of packaging material use
- Certification records for compostability and **PFAS-free** verification
- Packaging weights and volumes delivered
- Manufacturing origin and sourcing transparency
- Summary of innovations or updates related to packaging sustainability



LOCAL COMPLIANCE AND SUPPLIER ASSURANCE

- ThermoFibre production is **U.S.-based**, supporting local economic and sustainability goals
- Fiber sources are traceable and compliant with responsible forestry and agricultural standards
- Packaging suppliers have committed to **UCOP and PGH-aligned manufacturing practices**
- Packaging designs are vetted to avoid restricted substances and meet California regulatory standards

By adopting ThermoFibre packaging, Everytable is taking a leadership role in transforming institutional food packaging into a truly sustainable model. This transition reflects a strong commitment not only to environmental best practices but also to the long-term health and equity goals shared by Everytable, you, and the communities we serve.



SCHOOL FOOD EXPERIENCE

Everytable brings extensive experience in serving K–12 schools through its mission-driven approach to making healthy, affordable meals accessible for every student. Our work includes a recent partnership with **Compton Unified School District**, where we have successfully provided fresh, nutritious meals that meet USDA and California state guidelines while maintaining menus that students genuinely enjoy. This program has demonstrated our ability to manage the complexities of large-scale school meal service, including daily production from our centralized kitchen, efficient distribution logistics, and seamless compliance with federal reimbursement requirements. In addition to Compton USD, Everytable has collaborated with charter schools and independent schools across Southern California, delivering both vended meals and onsite service models. These partnerships highlight our adaptability in meeting the unique needs of each school community—whether through culturally relevant menu offerings, flexible service formats, or innovative solutions like SmartFridges to expand access. Our proven success in K–12 reflects not only operational excellence but also alignment with the broader goals of school districts: supporting student health, addressing food insecurity, and ensuring that every child has access to high-quality meals that fuel academic success.



K12 Leadership and Experience



Alta Schools dining program will be supported by our K12 team leader **Fernando Castillo.** Fernando brings a wealth of experience as the CEO of Better 4 You Foods, a nationally recognized leader in healthy school meals. Under his leadership, Better 4 You Foods scaled to serve millions of meals annually to K–12 students, focusing on nutrition, compliance with USDA standards, and operational excellence. His track record demonstrates an ability to manage complex food service programs across diverse school districts, ensuring both regulatory compliance and student satisfaction. This experience translates directly to the needs of Alta Schools, where reliability, nutritional integrity, and cost-effective solutions are essential.

By guiding a company that specialized in large-scale vended meal service for schools, Mr. Castillo has developed deep expertise in building sustainable operations, streamlining logistics, and fostering community partnerships that emphasize health and equity. His background provides Everytable with a strategic advantage in working with Alta Schools, as he understands the unique challenges of food service in education settings—from navigating federal reimbursement programs to introducing menus that balance student appeal with wellness goals. His leadership ensures that our partnership will not only deliver high-quality meals but also create a scalable, mission-aligned program that supports Alta's long-term success.

Each scratch-cooked meal crafted with taste and nutrition in mind.



Kids' Chicken Alfredo

Lemon pepper roasted chicken served over rotini pasta, tossed in a creamy Alfredo sauce, with a side of green peas.

Low-sodium

Calorie-Conscious



Kids' Chicken Parm Ciabatta

Sliced roasted chicken topped with marinara sauce and melted mozzarella on a warm ciabatta served with a side of green peas.

High-Protein

Calorie-Conscious



Kids' Chicken Teriyaki

Tender roasted chicken glazed in sweet and savory teriyaki sauce, served over hearty brown rice with a side of thinly sliced carrots.

Dairy-free

Calorie-Conscious

Gluten-Conscious



Kids' Pollo Asado

Tender achiote-roasted chicken served with brown rice, black beans, and seasoned roasted corn.

Low-sodium

Calorie-Conscious

Gluten-Conscious

Financial Stability and Financial Management



EVERYTABLE

Financial Stability and Balance Sheets

September 2025

At Everytable, our mission has always been to make healthy, affordable food accessible to everyone. To further this mission, we have strategically expanded over the past few years—opening new locations, refining our franchise model, and enhancing operations to better serve both retail customers and large-scale foodservice contracts.

Like many rapidly growing companies, our financial performance reflects the necessary investments required to scale sustainably. Expansion comes with upfront costs—building new locations, onboarding franchisees, and optimizing logistics—all of which were carefully planned and financed to strengthen our foundation for long-term success.

These investments have positioned Everytable for a strong future. We remain on solid financial footing, backed by committed investors and a clear path toward profitability. Additionally, we have implemented key operational improvements, including cost optimization, increased efficiency, and growth in our foodservice business, all of which are driving us toward financial sustainability.

We recognize that financial stability is an important factor when entering long-term partnerships. Rest assured, Everytable is well-capitalized and well-prepared to meet our commitments. Our dedication to operational excellence and sustainable expansion ensures that we can continue providing high-quality food and reliable service for years to come.

Please feel free to reach out with any questions. We look forward to the opportunity to work together.

Sincerely,

Phone: 651-308-4043 | **Email**: bobdooley@everytable.com | **Corporate Address**: 10419 Venice Blvd, Los Angeles, CA 90034

Best Regards,



Bob Dooley RDN, MBA
Vice President of Business Development

EVERYTABLE

EVERYTABLE FINANCIAL INSTITUTION REFERENCES

Please see below for Everytable's financial institution contacts and references.

BANK OF AMERICA

Amy L. Kilmon

Vice President | Senior Relationship Manager, Emerging Growth

Commercial Banking

Bank of America, N.A.

333 S. Hope St, 24th Floor, Los Angeles, CA 90071

T 213.621.7532 M 213.408.2241

CAPITAL IMPACT PARTNERS

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Suite #350

Pasadena, CA 91101

Lender

SCL EQUIPMENT FINANCE

180 E Main St Unit 204, Tustin, CA 92780

Lynda Andrian

714-573-9804 x105

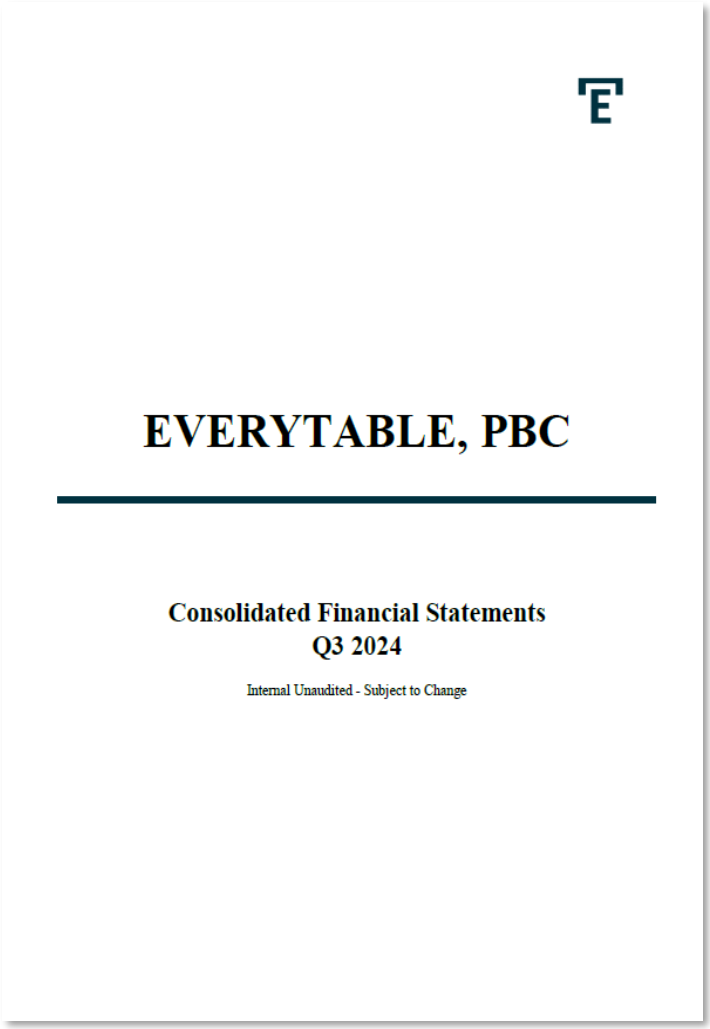
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EVERYTABLE

CORPORATE FINANCIALS AND AVAILABLE CREDIT

To save room in this section, we have included our full Financial Reports and Balance Sheets in the "**Additional Information and Documents**" section at the end of this proposal.

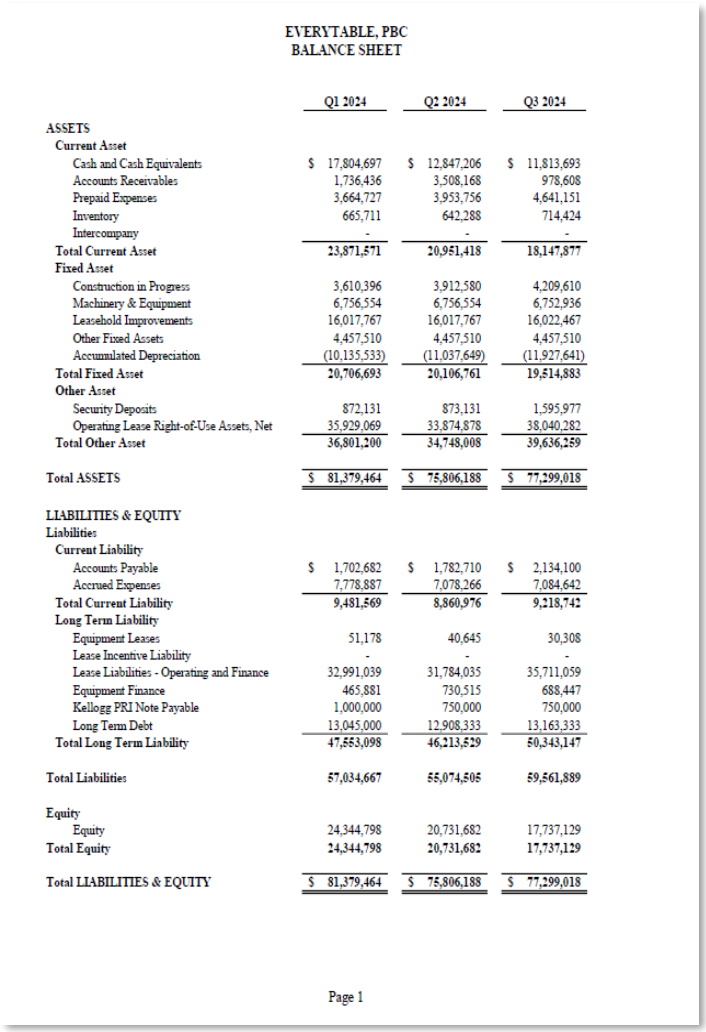
Along with our strong financial funds available to us, Everytable has access to at least $1,000,000 in credit to manage our operations more efficiently.



EVERYTABLE, PBC

Consolidated Financial Statements
Q3 2024

Internal Unaudited - Subject to Change



EVERYTABLE, PBC
BALANCE SHEET

	Q1 2024	Q2 2024	Q3 2024
ASSETS			
Current Asset			
Cash and Cash Equivalents	$ 17,804,697	$ 12,847,206	$ 11,813,693
Accounts Receivables	1,736,436	3,508,168	978,608
Prepaid Expenses	3,664,727	3,953,756	4,641,151
Inventory	665,711	642,288	714,424
Intercompany	-	-	-
Total Current Asset	**23,871,571**	**20,951,418**	**18,147,877**
Fixed Asset			
Construction in Progress	3,610,396	3,912,580	4,209,610
Machinery & Equipment	6,756,554	6,756,554	6,752,936
Leasehold Improvements	16,017,767	16,017,767	16,022,467
Other Fixed Assets	4,457,510	4,457,510	4,457,510
Accumulated Depreciation	(10,135,533)	(11,037,649)	(11,927,641)
Total Fixed Asset	**20,706,693**	**20,106,761**	**19,514,883**
Other Asset			
Security Deposits	872,131	873,131	1,595,977
Operating Lease Right-of-Use Assets, Net	35,929,069	33,874,878	38,040,282
Total Other Asset	**36,801,200**	**34,748,008**	**39,636,259**
Total ASSETS	**$ 81,379,464**	**$ 75,806,188**	**$ 77,299,018**
LIABILITIES & EQUITY			
Liabilities			
Current Liability			
Accounts Payable	$ 1,702,682	$ 1,782,710	$ 2,134,100
Accrued Expenses	7,778,887	7,078,266	7,084,642
Total Current Liability	**9,481,569**	**8,860,976**	**9,218,742**
Long Term Liability			
Equipment Leases	51,178	40,645	30,308
Lease Incentive Liability	-	-	-
Lease Liabilities - Operating and Finance	32,991,039	31,784,035	35,711,059
Equipment Finance	465,881	730,515	688,447
Kellogg PRI Note Payable	1,000,000	750,000	750,000
Long Term Debt	13,045,000	12,908,333	13,163,333
Total Long Term Liability	**47,553,098**	**46,213,529**	**50,343,147**
Total Liabilities	**57,034,667**	**55,074,505**	**59,561,889**
Equity			
Equity	24,344,798	20,731,682	17,737,129
Total Equity	**24,344,798**	**20,731,682**	**17,737,129**
Total LIABILITIES & EQUITY	**$ 81,379,464**	**$ 75,806,188**	**$ 77,299,018**

Page 1

In the following pages we have laid our vast financial management systems that support our companies overall financial health and compliance

Full resolution financial statements, financial references and Audited Financials available on request.

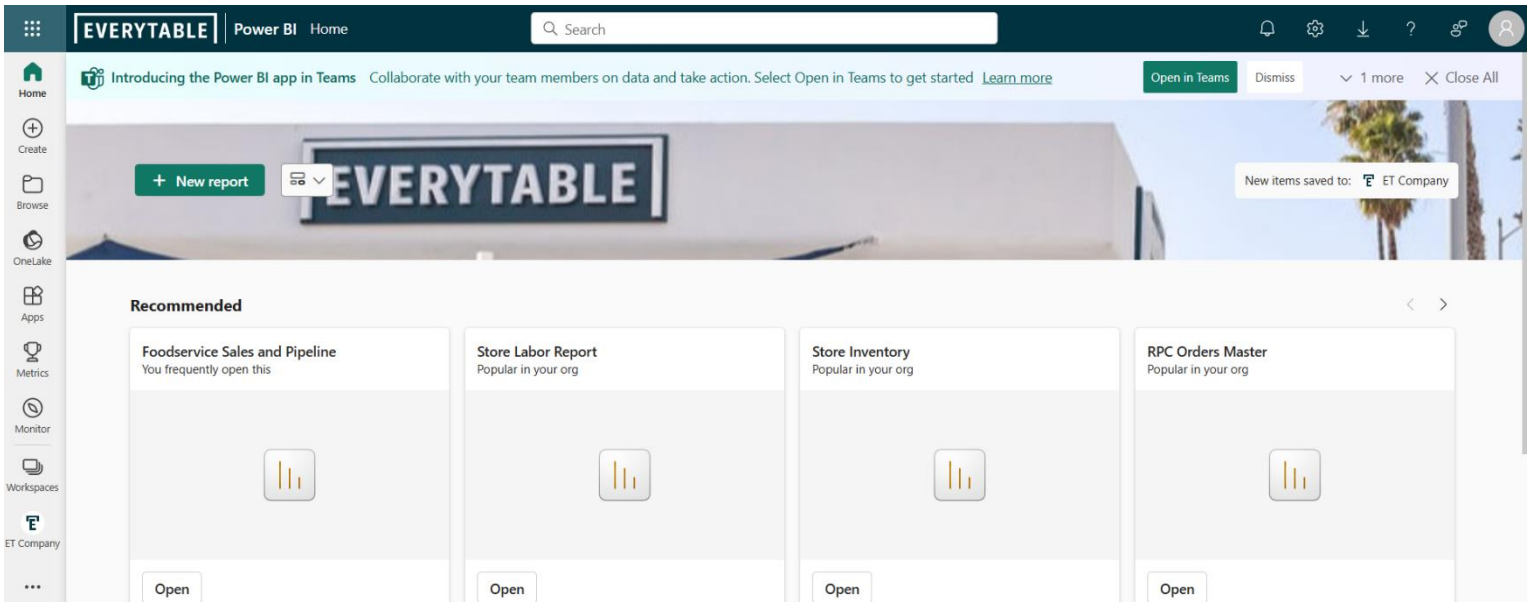
FISCAL MANAGEMENT PROCEDURES AT EVERYTABLE

At Everytable, we have established a robust and transparent fiscal management system to ensure financial accuracy, compliance, and efficiency across all levels of our organization. Our approach integrates industry-standard accounting software, well-defined processes, and stringent oversight to support financial sustainability as we continue to grow.

ACCOUNTING SOFTWARE & FINANCIAL SYSTEMS

Everytable utilizes Microsoft accounting tools along with Microsoft Power BI to manage financial reporting, budgeting, and data analysis. These systems allow us to track financial performance in real time, enabling data-driven decision-making and ensuring transparency in our financial operations.

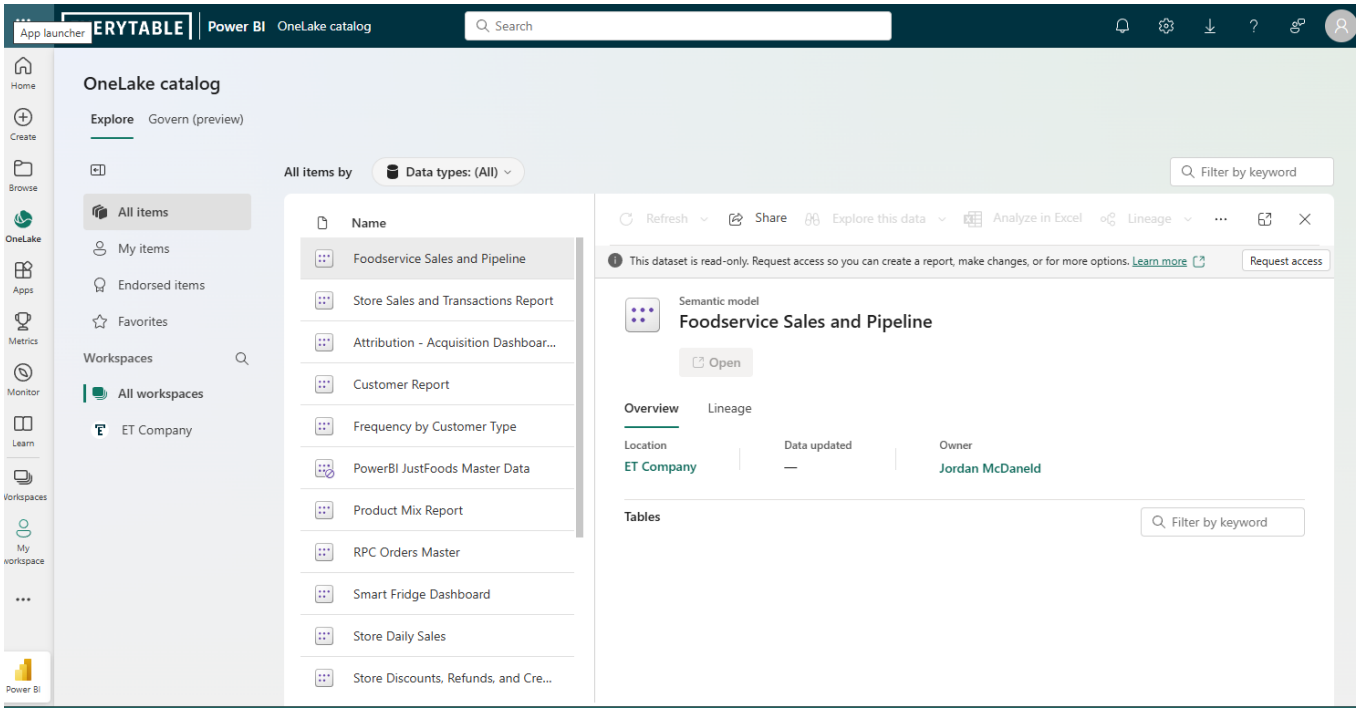
- **Microsoft Accounting Tools**: Everytable leverages Microsoft accounting tools for core financial functions, including general ledger management, accounts payable and receivable, payroll processing, and financial reconciliation. These tools help maintain accurate financial records and ensure compliance with Generally Accepted Accounting Principles (GAAP).
- **Microsoft Power BI**: A powerful business intelligence tool that helps us analyze financial trends, track key performance indicators (KPIs), and generate comprehensive reports to guide strategic planning.
- **Brex**: Used for managing on-site expenses, corporate card transactions, and expense reporting, ensuring streamlined financial oversight and compliance.
- **ADP**: Everytable utilizes ADP for payroll processing, ensuring accurate and timely wage distribution, tax compliance, and benefits management. Administering payroll processing for employees and franchise locations. Ensuring compliance with wage and labor laws, tax filings, and employee benefits accounting.



Microsoft Power BI, a powerful business intelligence platform, to enhance our financial and operational decision-making. Power BI allows us to analyze complex data sets in real time, track financial trends, and generate comprehensive reports, ensuring that leadership has access to actionable insights.

KEY AREAS WHERE EVERYTABLE UTILIZES POWER BI INCLUDE:

- Sales Pipeline Management: Tracks revenue generation, forecasts future sales, and provides insights into customer purchasing trends to support financial planning.
- Store Labor Reports: Analyzes labor costs, efficiency, and scheduling data to optimize workforce management while controlling expenses.
- Store & Commissary Inventory Management: Monitors inventory levels, tracks product movement, and ensures accurate cost allocation for raw materials and finished goods.
- RPC Orders Master: Manages order fulfillment and procurement processes, ensuring cost-effective supply chain operations.
- Subscription Management: Tracks recurring revenue from meal subscriptions, monitors customer retention, and forecasts future subscription trends.
- Store Daily Sales Reporting: Provides real-time sales performance data across all locations, enabling timely financial decision-making and trend analysis.
- KPI Program Management: Power BI is integral to managing our Key Performance Indicators (KPIs) across finance, sales, operations, and supply chain logistics. This data-driven approach ensures we stay on track with financial goals and operational efficiency targets.
- By integrating Power BI into our fiscal management strategy, we gain a holistic view of our financial and operational performance, allowing for data-driven decision-making, enhanced forecasting, and improved financial oversight.



ACCOUNTING STAFF & KEY FINANCIAL TASKS

Our accounting team is responsible for a range of critical financial functions, including:

1. GENERAL LEDGER & FINANCIAL REPORTING

- Recording all financial transactions in accordance with Generally Accepted Accounting Principles (GAAP).
- Generating monthly, quarterly, and annual financial statements for internal review and external reporting.
- Conducting financial reconciliations to maintain accuracy and integrity in our records.

2. ACCOUNTS PAYABLE & RECEIVABLE

- Processing vendor invoices, ensuring timely payments, and maintaining strong supplier relationships.
- Managing incoming payments from customers, franchisees, and foodservice partners to maintain positive cash flow.

3. Payroll & Employee Compensation

Everytable utilizes **ADP** for payroll processing and benefits administration, ensuring accuracy, compliance, and efficiency. ADP automates payroll calculations, tax withholdings, and direct deposits while seamlessly integrating with our time-tracking system. It also manages benefits enrollment, allowing employees to select health, dental, vision, and retirement plans through a self-service portal. ADP ensures compliance with labor laws, ACA regulations, and payroll tax filings while providing real-time reporting and secure employee access to pay stubs, tax documents, and benefits information. This system supports our growing workforce by streamlining payroll and benefits management with reliability and ease.

- Administering payroll processing for employees, ensuring compliance with tax regulations and labor laws.
- Managing benefits-related financial transactions, including deductions and employer contributions.

4. Expense & Mileage Reimbursement Procedures

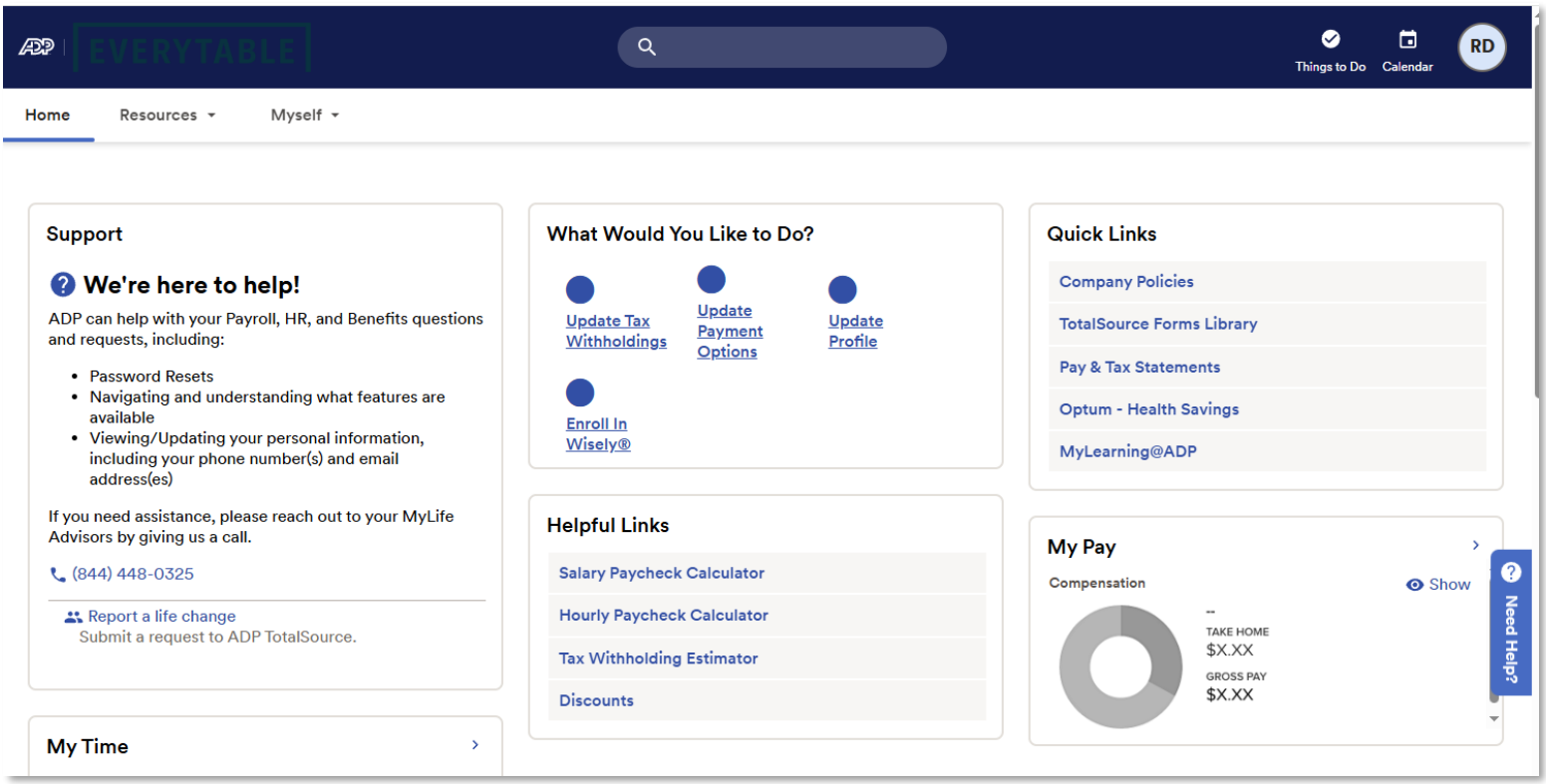
- Everytable has a structured mileage and expense reimbursement process to ensure employees are fairly compensated for work-related expenses:
- Employees submit reimbursement requests through our internal expense management system.
- Mileage reimbursements follow IRS standard mileage rates and require documentation of travel details (e.g., date, purpose, and distance).
- Business-related expenses, such as meals, travel, and supplies, must be submitted with receipts for approval.
- Expense reports are reviewed by the accounting team and approved by designated managers before reimbursement is processed.

5. Financial Oversight & Compliance

- Regular internal audits are conducted to ensure adherence to financial policies and regulatory requirements.
- Budgeting and forecasting processes are implemented to align financial planning with business goals.
- Compliance with federal, state, and local tax regulations is maintained through accurate tax filings and reporting.

CONCLUSION

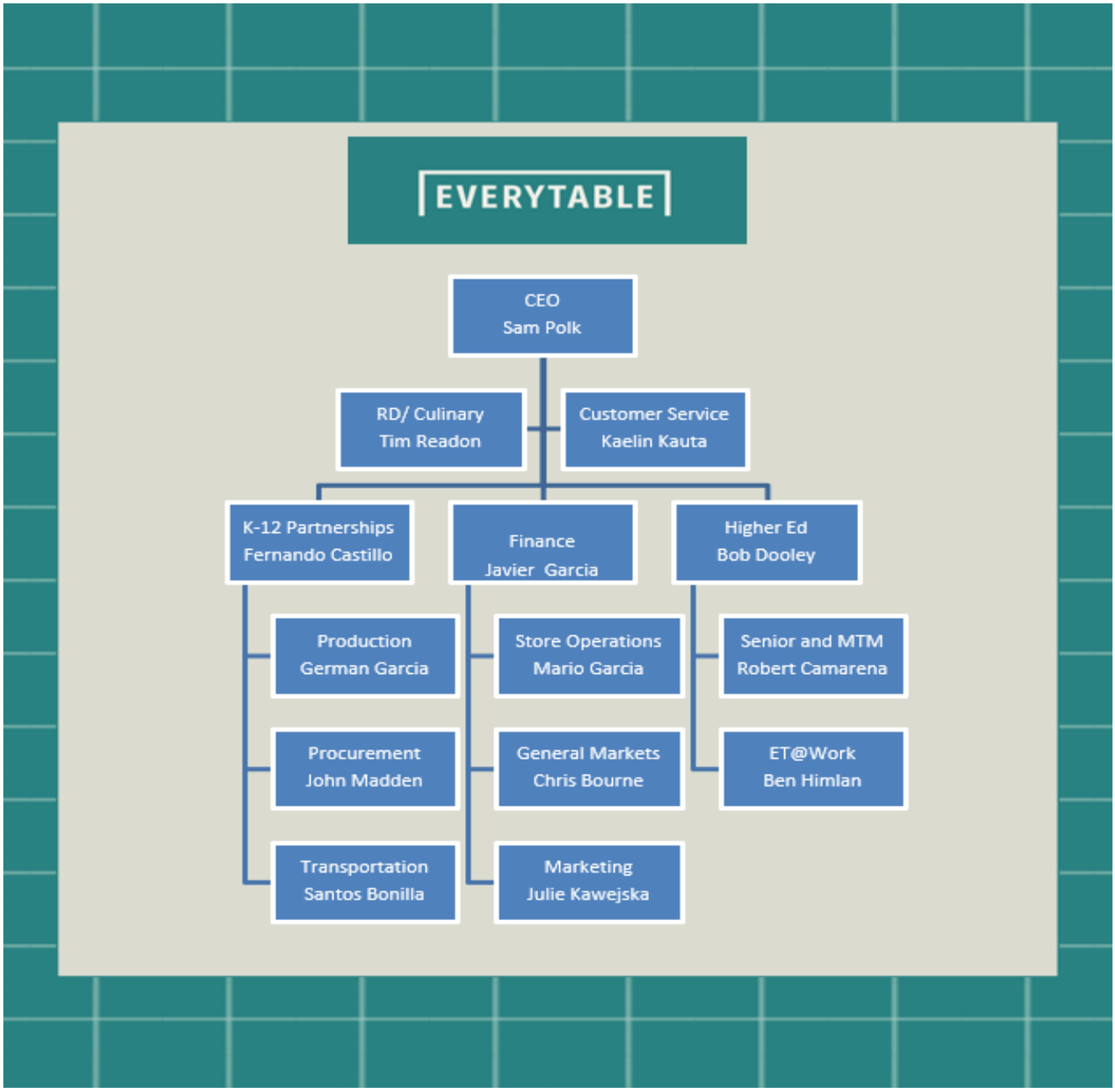
Everytable's fiscal management procedures are designed to ensure financial accuracy, operational efficiency, and strategic growth. By leveraging Microsoft accounting tools, Power BI for analytics, and Brex for expense management, we maintain strong financial oversight while supporting our mission of making healthy, affordable food accessible to all. Our well-defined accounting processes, including meticulous expense and mileage reimbursement procedures, reinforce our commitment to financial responsibility and transparency.



CORPORATE CAPABILITY & ORGANIZATIONAL LEADERSHIP

Although Everytable has experienced significant growth over the past few years, our corporate structure remains fairly flat, with minimal corporate bureaucracy, allowing our customers maximum flexibility and access to company leadership

EVERYTABLE ORGANIZATIONAL CHART



In the following pages we have identified and described just a few of our company leaders that will be involved with this project

EVERYTABLE LEADERSHIP AND TEAM

Sam Polk, CEO and Co-Founder

Sam Polk is the CEO of Everytable, a social enterprise in Southern California dedicated to advancing food justice by offering fresh, scratch-cooked, and community-inspired meals that are accessible to all.

Growing up in LA, Sam was exposed to the city's stark inequalities while assisting his mother with homeless medical clinics in Skid Row. Years later, he recognized a critical issue: families in low-income neighborhoods were struggling to access healthy food. This led him to establish Groceryships, a nonprofit focused on addressing the intersection of poverty and obesity.

In 2013, Sam founded Feast (initially Groceryships) to combat food-related health issues in South LA, a community where the average income is $13,000 annually, life expectancy is 10 years shorter than in wealthier areas, and rates of obesity and diabetes are alarmingly high. Feast provides nutrition education, cooking classes, free produce, and support groups to help family food providers make healthier choices.

However, Feast participants often mentioned that while fresh produce was valuable, they frequently had to buy food on the go due to demanding schedules. In South LA, their only options were typically fast food. Recognizing this gap, Sam launched Everytable, a business model designed to offer nutritious food in "food deserts" like South LA at prices competitive with fast food. The name Everytable reflects the company's mission to ensure everyone has access to healthy, affordable meals.

Before becoming a social entrepreneur, Sam was a hedge fund trader on Wall Street. His memoir, For The Love of Money, published in 2016, details his journey from Wall Street to his pursuit of a more meaningful career.



CHEF TIM REARDON

Vice President of R&D and Commercialization, Everytable

Chef Tim Reardon, a **Certified Research Chef** with the Research Chefs Association, serves as the Vice President of R&D and Commercialization at Everytable. With over **20 years** of experience in food manufacturing, culinary innovation, and foodservice strategy, Chef Reardon plays a pivotal role in driving Everytable's mission to transform the food system by making fresh, nutritious meals both affordable and accessible.



https://www.linkedin.com/in/timothypatrickreardon/

Throughout his illustrious career, Chef Reardon has collaborated with leading food manufacturers, including Chobani, Pepsi, Tabasco, Kraft Foods, and Perdue Farms, to develop groundbreaking consumer products and disruptive innovations. Among his notable achievements, he is credited with creating the first-of-its-kind “swicy” (sweet and spicy) Greek yogurt for Chobani, a market innovation that set a new standard for flavor-forward dairy products. Prior to joining Everytable, Chef Reardon held leadership roles in several high-profile organizations. He served as Senior Director of Culinary Design at Chobani, where he shaped the brand’s culinary voice and strategy; Director of Culinary Innovation at Applebee’s, managing menu strategies for a system of over 1,600 locations generating $4 billion in annual sales; and Director of Culinary Product Development at Plated, where he leveraged data-driven approaches to refine e-commerce meal kits. His earlier roles include pioneering culinary innovation at The Food Group, a marketing agency working with iconic brands like Kraft, Danone, and Norwegian Seafood, and gaining fine-dining experience as Chef de Partie at the **2-Michelin Star**- L'Atelier de Joël Robuchon in Bangkok.

A graduate of the prestigious Culinary Institute of America (CIA) in Hyde Park, New York, Chef Reardon combines his classical training with a passion for culinary innovation. At Everytable, he uses his diverse background to craft meals that are scratch-made, community-inspired, and chef-prepared, ensuring every dish resonates with quality, creativity, and care. Chef Reardon’s unique blend of culinary artistry and strategic vision has earned him a reputation as a leader in food innovation, making him a vital contributor to Everytable’s success in delivering solutions that are both nutritious and operationally efficient.

FERNANDO CASTILLO - Head of K12 Partnerships



Fernando was the Co-Founder and CEO of Better 4 You Meals (B4YM) from 2011 to 2022, growing the company to serve over 125,000 meals per day at over 450 school sites. Launching in San Fernando Valley, B4YM moved to the City of Commerce in 2014 and became the largest school meal vendor in Southern California, only trailing District such as LAUSD, San Diego USD, and Fresno USD in daily meals served.

A champion of fresh and innovative K12 meals, Fernando now brings his experience in food manufacturing, K12 compliance, and school meal distribution to Everytable.

BOB DOOLEY, RDN, MBA - Registered Dietitian



With a deep passion for advancing public health through food systems, Bob brings a unique blend of expertise in nutrition, business strategy, and operations. As a Registered Dietitian Nutritionist (RDN) Bob's career has been dedicated to creating scalable, sustainable solutions that make healthy eating accessible to all.

Bob supports partners by developing strategic programs that optimize Everytable's food distribution and improve the affordability of nutritious meals, particularly for underserved communities. Bob has extensive experience collaborating with cross-functional teams to provide partners with the highest standards of nutritional quality.

ALISON ACERRA, MS, RDN - Consultant Dietitian



Alison is the founder of Alison Acerra Nutrition, a consulting agency specializing in nutrition strategies for businesses in the food, tech, and wellness sectors. With decades of experience, Alison has worked with high-profile companies, including serving as the National Director of Nutrition Strategy for Guckenheimer, where she led innovative programs to support corporate health and wellness. She also focuses on plant-based nutrition, cardiovascular health, and diabetes prevention.

Alison earned her Master's degree in Clinical Nutrition from New York University and began her career at the San Francisco VA Medical Center, where she supported outpatient clinics and contributed to national weight management guidelines. She co-authored Diabetes Cookbook for Dummies and later served as the Google Food Team Registered Dietitian. A sought-after speaker, Alison lectures on nutrition and food topics to diverse audiences, including healthcare professionals.







MARKETING PLAN

Everytable Marketing Plan – Alta Public Schools

Objective

To maximize student participation in the School Breakfast and National School Lunch Programs at Heritage Elementary, Heritage Junior High, and Heritage Flex Academy by delivering meals that are fresh, appealing, and aligned with student preferences, while building awareness among families, staff, and the broader school community.

Key Strategies

1. **Student Engagement & Awareness**
    - Conduct **on-site student tastings** prior to launch to generate excitement and gather feedback.
    - Brand meal packaging with colorful, student-friendly designs that highlight Everytable's fresh and nutritious offerings.
    - Create "**What's on the Menu?**" posters and digital boards for each campus with weekly menu highlights.
2. **Family & Community Connection**
    - Distribute **take-home flyers** and digital newsletters to parents introducing Everytable and emphasizing affordability, nutrition, and scratch-made quality.
    - Highlight Everytable's **local presence in San Diego (Vista store)** to demonstrate commitment to the community.
    - Provide **bilingual communication** (English/Spanish) to ensure accessibility for all families.
3. **Health & Wellness Integration**
    - Collaborate with school staff to connect meals with **nutrition education initiatives**.
    - Incorporate seasonal fruits, vegetables, and local sourcing when possible to reinforce healthy habits.
    - Promote Everytable's **mission as a Public Benefit Corporation**, emphasizing our commitment to health equity.



4. **On-Site Visibility & Promotion**
    - Provide **branded signage** in cafeterias to reinforce identity and build familiarity with students.
    - Host quarterly **“Lunch with Everytable” events** where staff and parents are invited to sample student meals.
    - Introduce **“Student Favorites” campaigns**, where popular meals identified by student surveys are featured regularly.

Tactics & Timeline

- **Pre-Launch (30–45 days before service):** Student tastings, parent communications, staff orientation.
- **Launch Week:** On-site support from Everytable team, branded signage installation, welcome flyers sent home.
- **First 90 Days:** Monthly student surveys, rotating new menu items, “Student Favorites” promotions.
- **Ongoing:** Quarterly review with Alta leadership, continuous menu innovation, updated communications to families.

Success Metrics

- Increased average daily participation in breakfast and lunch programs.
- Positive student feedback from tastings and surveys.
- Strong parental awareness and satisfaction with meal quality.
- Smooth integration with school wellness and nutrition goals.

Conclusion

Everytable’s marketing approach for Alta Public Schools combines **student engagement, family communication, and wellness integration** to drive participation and ensure that nutritious meals are not just provided, but celebrated by students and their families.





CUSTOMER SERVICE AND QUALITY ASSURANCE

Everytable places a strong emphasis on customer service feedback, with a clear goal of achieving and maintaining an average rating of **4.5 out of 5 stars** across all platforms. This target underscores Everytable's commitment to delivering an exceptional quality and customer experience, ensuring that every meal and interaction meets the highest standards.

Customer service is a core pillar of Everytable's mission to make fresh, nutritious food accessible to everyone, regardless of location or income level. By actively listening to customer feedback and analyzing key trends, Everytable continuously improves its offerings, optimizes its service approach, and strengthens customer loyalty.

LEADERSHIP AND OVERSIGHT

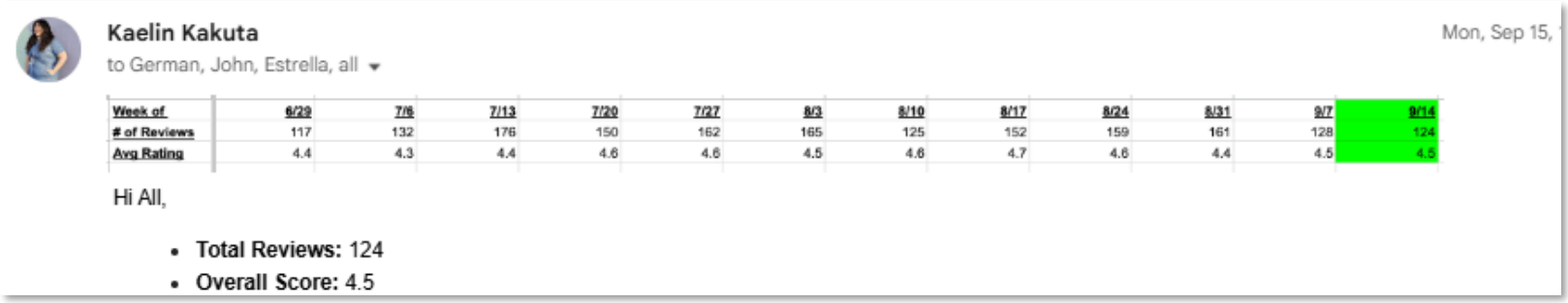
Everytable's customer service and quality assurance efforts are led by **Kaelin Kakuta, Sr. Director of Customer Success**. Kaelin closely reviews and analyzes all customer feedback data points on a weekly basis, ensuring that insights from ratings, reviews, and surveys are used to drive improvements in customer experience, food quality, and service efficiency. Under Kaelin's leadership, the team remains proactive in identifying service gaps and implementing strategies to enhance overall satisfaction.



KEY FEATURES OF EVERYTABLE'S CUSTOMER SERVICE FEEDBACK APPROACH

Customer Satisfaction Goal

- Everytable actively tracks customer ratings and reviews on major platforms such as Uber Eats, DoorDash, Google Reviews, and Yelp to ensure feedback aligns with the **4.5-star target.**
- Customer satisfaction is measured not only through digital platforms but also via **in-store experiences, email surveys, and direct interactions** with employees.
- The company uses structured methodologies to assess trends in customer feedback, allowing for data-driven decision-making that enhances both food quality and service efficiency.



Kaelin Kakuta Mon, Sep 15,

to German, John, Estrella, all

Week of	6/29	7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31	9/7	9/14
# of Reviews	117	132	176	150	162	165	125	152	159	161	128	124
Avg Rating	4.4	4.3	4.4	4.6	4.6	4.5	4.6	4.7	4.6	4.4	4.5	4.5

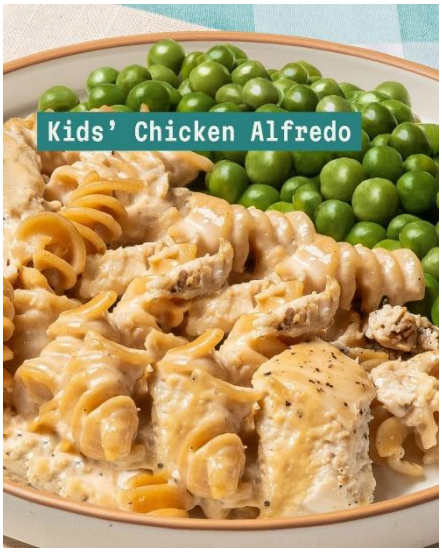
Hi All,

- **Total Reviews:** 124
- **Overall Score:** 4.5

Weekly Key Performance Indicator (KPI) Reviews

- Customer service performance is evaluated on a **weekly basis** through detailed KPI reviews. These reviews assess key metrics, including:
  - **Customer ratings and reviews**
  - **Response times to complaints and inquiries**
  - **Common trends in feedback and recurring concerns**
- Weekly KPI reviews help identify areas for improvement, ensuring timely action is taken to **enhance customer satisfaction**.
- Insights gained from these reports are shared across relevant departments, ensuring that operational changes are made to address recurring feedback.

Proactive Feedback Collection



- Everytable encourages customers to provide **feedback** directly through:
  - In-store experiences
  - Online ordering systems
  - Delivery service interactions
- Surveys and follow-up communications are employed to gather **insights** on:
  - Service quality
  - Food satisfaction
  - Overall customer experience
- Customers who submit feedback often receive responses from Everytable's customer service team, reinforcing the company's commitment to listening and improving.

(Actual Weekly KPI review snapshot from the week prior to proposal submission)

Carson	Yelp	4	eye out for those deals. The cashier was great and made sure I had the proper packaging to carry my meals to the car. Highly recommend checking this place out.	9/12	Lindsey H.
Carson	DoorDash	5		9/10	Eric Y
Carson	DoorDash	5		09/08	Jasmine M
College Area	UberEats	5		9/12	
College Area	DoorDash	5		9/11	Deborah I
College Area	DoorDash	5		9/11	Matthew M
Compton	UberEats	5		9/12	
Compton	UberEats	4		9/12	
Compton	Google	5	This place is a hidden gem. It's hard finding food that can simultaneously be healthy, affordable, and most importantly delicious. Yet this place manages to do all three. Strongly recommend checking it out. Lots of variety, good prices, good food, and you can either heat up the food in store, or take it home!	9/12	Daniel Medina
Compton	Google	5		9/14	Lyrical Revolution

Data-Driven Improvements

- Insights from customer reviews are **systematically analyzed** to inform operational adjustments, including:
  - **Refining recipes** based on customer taste preferences and dietary needs
  - **Improving delivery logistics** to reduce delays and enhance meal freshness
  - **Addressing service gaps** by implementing targeted training programs for employees
- The company continuously adapts its strategies based on real-time customer insights, ensuring that quality and service are aligned with customer expectations.

Employee Training and Accountability

- Everytable's store teams undergo **regular training programs** to prioritize customer satisfaction, with specific benchmarks tied to customer feedback.
- Performance evaluations are conducted **weekly**, integrating customer feedback metrics into employee assessments.
- Employees are encouraged to take ownership of customer interactions, ensuring that each experience is positive and memorable.



Recognition of Excellence

- **Positive customer reviews and high ratings** are shared with store teams to recognize excellent performance and maintain motivation.
- Employees who consistently deliver outstanding customer service may receive **recognition and incentives**, reinforcing a culture of excellence.
- Everytable believes in celebrating success and using it as a tool to inspire continuous improvement.

By prioritizing customer feedback, leveraging data-driven insights, and fostering a culture of excellence, Everytable ensures that every customer enjoys a high-quality experience, whether they dine in-store or order through delivery platforms. **With Everytable's Customer Service Leadership** and a structured approach to quality assurance, Everytable remains committed to exceeding customer expectations and strengthening brand loyalty.

TRANSITION PLAN

Traditional Transition Plan

Everytable's K–12 vended meal transition model provides an efficient conversion and success timeline. We can typically begin service within **30 days of notification** and, in certain cases, can mobilize within **two weeks**. Depending on equipment needs, our team is able to transition with minimal disruption—and often no downtime in meal service.

Below is our recommended transition plan for Alta Public Schools:

Days 5–15: Contract Award and Initial Planning

- Receive award notification and review all contract documents.
- Verify all terms, deliverables, compliance requirements, and reporting expectations.
- Identify key points of contact (POCs) from both Alta Public Schools and Everytable.
- Hold an internal kickoff meeting to define scope, roles, and responsibilities.
- Assign a dedicated Transition Manager to lead planning and serve as the liaison.
- Conduct initial site readiness checks based on findings from the mandatory tour.

Days 15–30: Stakeholder Engagement

- Host a joint kickoff meeting with Alta Public Schools leadership and site staff.
- Align on expectations, deliverables, and key performance metrics.
- Gather additional requirements, preferences, or adjustments specific to each Heritage site.
- Develop a communication plan, including a regular cadence of updates and escalation paths.
- Order and schedule delivery of any required equipment (e.g., refrigeration).
- Initiate menu discussions and begin aligning on nutritional and cultural preferences.

Days 30–45: Planning and Resource Allocation

- Refine the transition plan with updated timelines, milestones, and risk management strategies.
- Submit draft 21-day cycle menus for review and feedback.
- Conduct student tastings to ensure menus are appealing and encourage participation.
- Finalize staffing assignments—one trained server per site for 3 hours/day.
- Develop a logistics plan for deliveries (leveraging Everytable's Vista, CA location as the operational base).
- Establish clear SOPs for receiving, storing, and serving meals



Day 45+: Process and Training

- Finalize menus for the first service cycle (October–December or as set by SFA).
- Conduct additional student tastings if needed for menu refinement.
- Provide training for food service staff on SOPs, food safety, compliance, and customer service.
- Ensure all staff meet USDA Professional Standards (7 CFR 210.30).
- Align SOPs with both RFP requirements and Alta's operational needs.

Summer Activities (Prior to Full Service Launch)

- Conduct operational readiness testing, including dry runs or pilot meal deliveries.
- Simulate service flow at each site to identify logistical gaps.
- Collect feedback from site administrators and staff.
- Resolve any identified issues and verify readiness across all three campuses.
- Perform a final readiness review with internal stakeholders.

Day TBD: Final Preparations

- Conduct a client walkthrough to present the service delivery model and confirm alignment.
- Finalize service-level agreements (SLAs) and performance expectations.
- Prepare contingency plans for staffing, delivery, or equipment issues.
- Verify all logistics, including personnel, tools, and facility readiness for Day 1.









Day TBD: Pre-Launch Activities

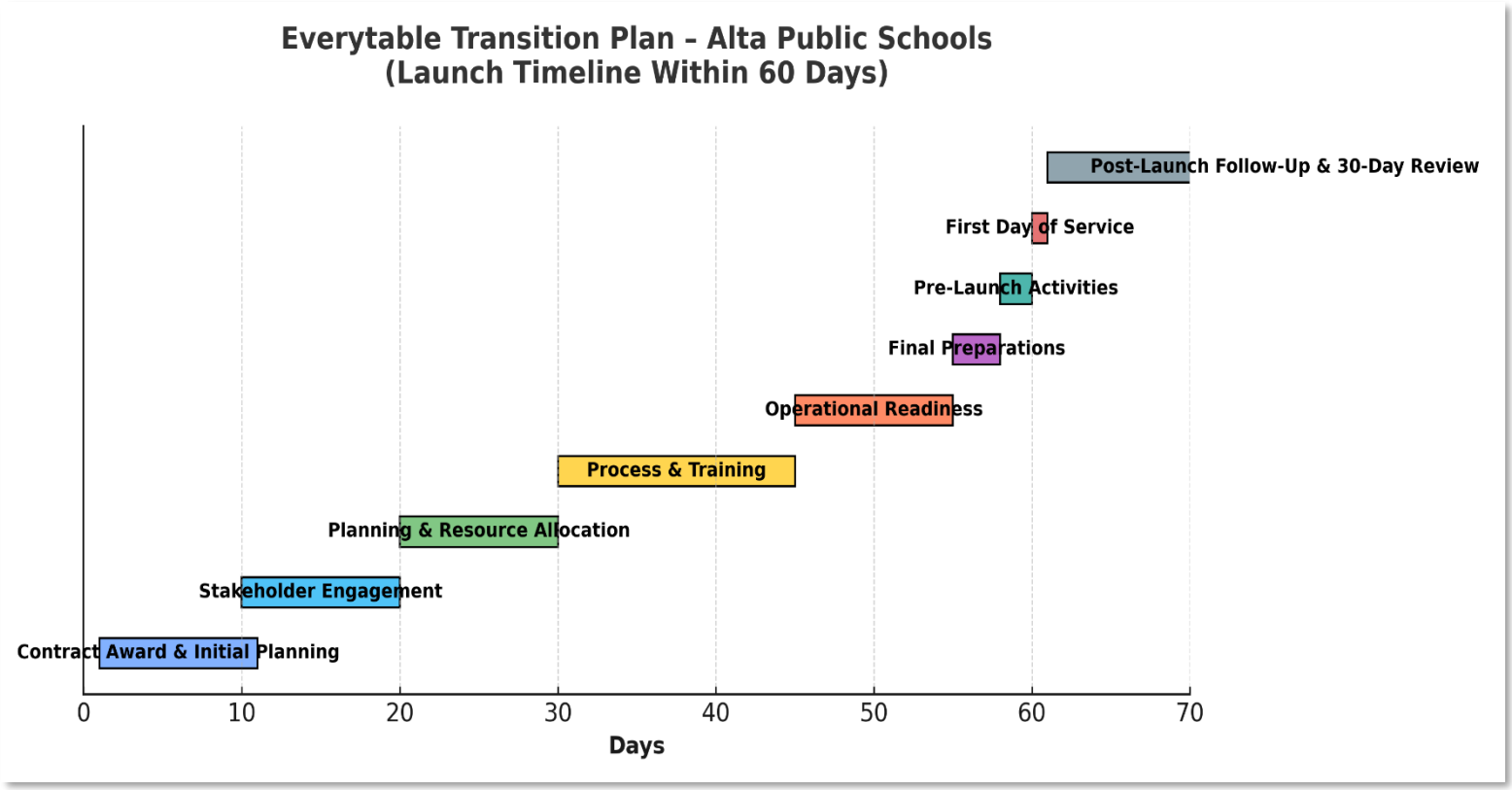
- Hold a final team meeting to reconfirm roles, responsibilities, and schedules.
- Share Day 1 service schedule and expectations with all stakeholders.
- Notify all school staff and stakeholders about launch readiness.
- Perform a quality assurance review to ensure compliance with contract requirements.

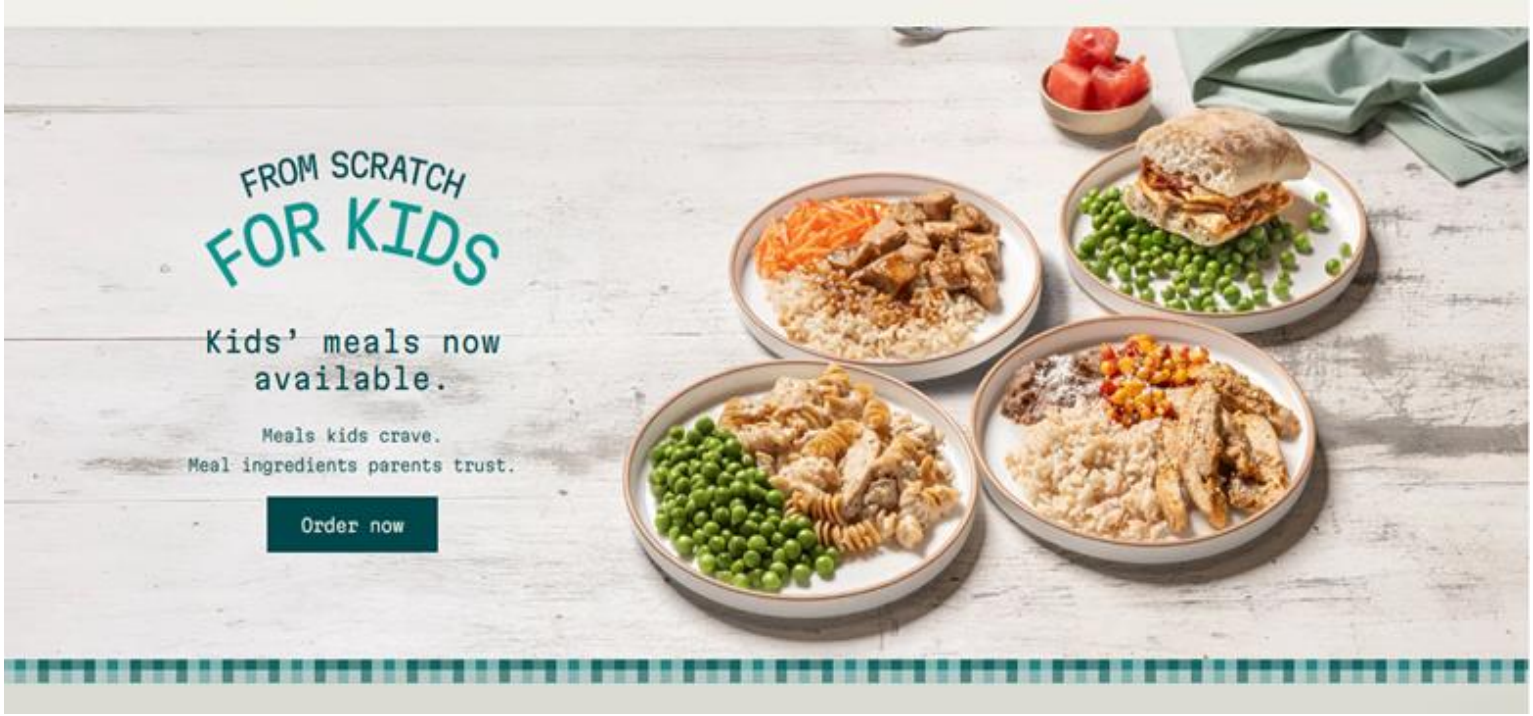
Day TBD: First Day of Service

- Launch meal service across all three Heritage sites.
- Transition Manager and support staff onsite to monitor and resolve issues in real time.
- Gather immediate feedback from students, staff, and administrators.
- Document participation levels, service flow, and any challenges for post-launch review.

Post-Launch Follow-Up

- Maintain daily check-ins during the first week of service, followed by weekly check-ins thereafter.
- Adjust menus, staffing, or logistics as needed based on participation and feedback.
- Conduct a formal **30-Day Review** with Alta Public Schools leadership to evaluate performance, identify improvements, and solidify long-term processes.





Section 2 – Required Attachments



Attachment A

Attachment A: Attachments Checklist

_____
Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or "x" next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
__x__ A	Attachments Checklist
__x__ B	Mandatory Tour
__x_ C	Minimum Qualifications
__x__ D	FSMC Professional Standards
__x__ E	Proposal Questionnaire
__x__ F	Respondent References
__x__ G	Authorization Agreement
__x__ H	Fee Proposal
__x__ I	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters
__x___ J	Certificate of Independent Price Determination
__x__ K	21–Day Cycle Menu (Include)

Everytable was in attendance for the Mandatory Tour held on September 3rd, 2025

Attachment B: Mandatory Tour

The Mandatory Tour will include an escorted tour.

- The tour schedule includes the sites listed below.
- Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
- The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

TOUR SCHEDULE

Tour begins at 9:00 am
Where: 1855 East Valley Parkway, Escondido, CA 92027

Second Site Tour begins at 9:30 am
Where: 2255 East Valley Parkway, Escondido, CA 92027

Third Site Tour begins at 10:00 am
Where: 2269 East Valley Parkway, Escondido, CA 92027

The SFA thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

Attachment C: Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of 7/1/2025, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least 5 years of experience with food service programs.

   Yes __x_ No _____

2. The Respondent has the resources and ability to provide 151,200 of meals per fiscal year.

   Yes __x__ No _____

3. The Respondent has knowledge and experience with the National School Lunch and School Breakfast Programs.

   Yes __x__ No _____

4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

   Yes __x__ No _____

5. The Respondent is licensed to do business in the state of California.

   Yes __x___ No _____

Everytable understands and agrees to all required FSMC Employee Professional Standards

Attachment D: FSMC Professional Standards

FSMC Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the "Final Rule," establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director**. The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.

2. **School Nutrition Program Manager**. The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).

3. **School Nutrition Program Staff**. School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in 7 *CFR,* Section 210.30, which can be viewed at the following web page:
http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards.

- The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.

- The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

Attachment E: Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.

1. *Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.*

Everytable has extensive experience in large-scale meal production, serving both its retail locations and its expanding food service division. The company provides meals across multiple sectors, including K-12 schools, higher education institutions, medically tailored meal programs, and senior nutrition services. Between 2020 and 2023, during the COVID-19 pandemic, Everytable successfully delivered approximately 6 million meals to seniors throughout the Los Angeles area. Our team is composed of seasoned professionals with deep expertise in high-volume food production and years of experience in preparing meals that comply with the National School Lunch Program (NSLP) and other K-12 nutrition standards.

2. *Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.), and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.*

Everytable was established in 2016 with the mission of expanding access to nutritious, scratch-made meals in underserved communities commonly referred to as "food deserts"—areas with limited access to healthy food options and an overconcentration of fast food and processed products. The company commenced operations with a centralized commissary kitchen designed to support a growing network of retail stores, which now includes 38 locations throughout Southern California, in addition to a recently opened store in Northern California.

In 2018, Everytable formally launched its food service division to expand its reach beyond retail. By 2020, the company was selected to provide large-scale home-delivered meals to seniors throughout Los Angeles County as part of emergency feeding programs during the COVID-19 pandemic, ultimately delivering more than six million meals. Building on this experience, Everytable expanded into the K–12 education sector, delivering meals to private, independent, and charter schools. Most recently, the company was awarded the contract to serve as the Vended Meal Provider for Compton Unified School District for the 2025–2026 academic year, demonstrating its capacity to meet the operational, nutritional, and compliance requirements of a large-scale public school system.

3. *Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.*

The company's K–12 division is led by Fernando Castillo, former founder and Chief Operating Officer of Better 4 You Meals, who brings over 15 years of experience in the National School Lunch Program (NSLP) and K–12 meal compliance. Everytable's extensive operational experience includes the large-scale production of scratch-cooked meals tailored to meet the nutritional standards and regulatory requirements of the K–12 sector.
The culinary team is led by an executive chef with experience at Michelin-starred restaurants as well as within major institutional food service organizations, including those serving the K–12 market. In addition, the company's nutrition and registered dietitian (RD) teams possess significant expertise in child nutrition programs and NSLP compliance.
Everytable's financial stability is further supported by a strong investor base, which provides the company with the capital and strategic backing necessary to meet operational requirements, scale rapidly, and fulfill long-term contractual obligations.

4. *Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.*

None. Our services have never been discontinued or terminated with a SFA K-12 program.

5. *Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.*

See page 26 for organizational chart and company structure

6. *Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.*

See Page 18 and "Additional Information and Documents section starting on pg 60

7. *Provide a description of promotional and marketing materials you will use to attract students to the program.*

See page 30 for our marketing plan

8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

See page 35 for full transition recommendation

Our K12 Vended Meal transition model offers us an extremely efficient conversion and success timeline. We are able to start services in most cases within 30 days notification. In certain situations, we are able to start services within 2 weeks.

Depending on new equipment needs, our team can begin serving your staff with minimal transition, and often no down time. Below is a sample of a possible transition plan if selected as your partner.

Days 5-15: Contract Award and Initial Planning
- Receive Notification and Review Documents
- Verify contract terms, deliverables, and timelines.
- Identify points of contact (POCs) from both your team and the facility.
- Internal Kickoff Meeting
- Discuss scope, roles, and responsibilities.
- Assign a Transition Manager (if not already identified).

Day 15-30: Stakeholder Engagement
- Kickoff Meeting
- Align on expectations, deliverables, and timelines.
- Gather additional requirements or changes.
- Communication Plan Development
- Establish regular communication cadence with the school staff.
- Define escalation paths for resolving issues.
- Order equipment if needed

Day 30-45: Planning and Resource Allocation
- Further refine Transition Plan
- Submit draft menus for review and feedback
- Schedule and execute student tastings for feedback
- Detail additional activities, milestones, and deadlines.
- Include risk management strategies.
- Resource Assignment

Day 45+: Process and Training
- Finalize menu for August through October, or as set by District staff
- Conduct additional student tastings if needed
- Develop Standard Operating Procedures (SOPs) that best fit school needs
- Align SOPs with RFP requirements.

Summer Activities:

Operational Readiness
- Dry Run / Pilot Testing
- Simulate service delivery to identify gaps.
- Obtain feedback on the pilot, if applicable.

· Resolve Identified Issues
· Address gaps or inefficiencies from the pilot test.
· Verify Readiness
· Conduct a final readiness review with internal stakeholders.

Day TBD: Final Preparations
· Client Walkthrough
· Present the service delivery model and confirm alignment.
· Finalize service-level agreements (SLAs) and expectations.
· Contingency Planning
· Prepare for potential challenges on Day 1 of service.
· Confirm Logistics
· Verify availability of personnel, tools, and facilities for Day 1.

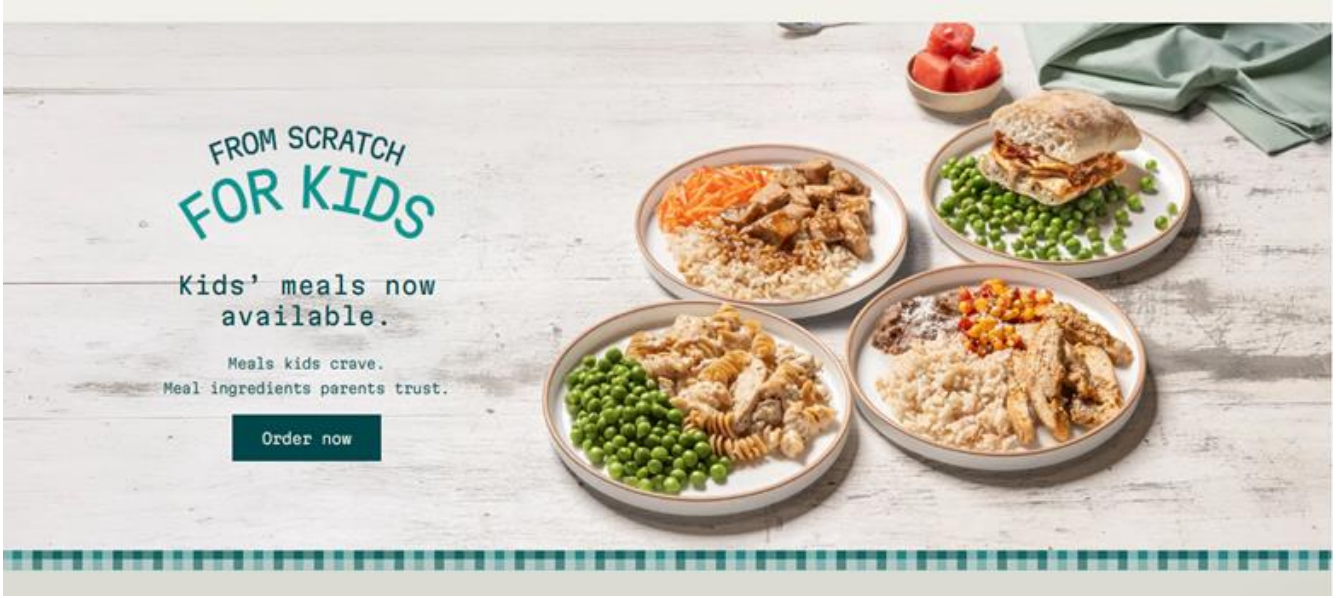
Day TBD: Pre-Launch Activities
· Conduct Final Team Meeting
· Reconfirm roles and responsibilities.
· Share Day 1 schedule and expectations.
· Notify Stakeholders
· Ensure all involved parties are informed about the start of service.
· Quality Assurance Review
· Double-check all deliverables against original requirements.

Day TBD: First Day of Service
· Service Launch
· Execute service delivery as planned.
· Monitor and Support
· Provide on-site or real-time support to address immediate issues.
· Gather feedback on Day 1.
· Document and Report
· Record observations and challenges for post-launch review.
· Post-Launch Follow-Up

30-Day Review
· Plan
a formal review with the leadership to discuss initial performance and improvements.

9. *Provide information on the company's participation in the USDA and/or DOD commodities program. How long has the company participated in the program? How many current schools have participated, and what is the average savings per meal for participating schools?*

The company is currently in the process of obtaining approval as a USDA commodity processor for both Department of Defense (DoD) and Brown Box programs.





Attachment F: Respondent References

List three references to which the Respondent has provided food service management services within the past three year(s).

Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1		
Name of Reference: Compton Unified School District		
Street Address: 501 S. Santa Fe Avenue		
City: Compton	State: CA	Zip Code: 90221
Contact Person: Lani Izum	Contact Title: Senior Director of Student Nutrition Services	Contact Phone Number: 310-6394321
Brief Description of Services Provided: We provided Vended Meals for the all district. Breakfast, Lunch, Supper.		
Dates of Service: 2025 - Current		

Reference 2		
Name of Reference: Learn for Life Charter Schools		
Street Address: 177 Holston Dive		
City: Lancaster	State: CA	Zip Code: 93535
Contact Person: Stephanie Jaramillo	Contact Title: Director	Contact Phone Number: 661-272-1225
Brief Description of Services Provided: We provided Breakfast and Lunch to over 10 sites of this organization		
Dates of Service: 2023 - Current		

Reference 3		
Name of Reference: Compton College		
Street Address: 1111 E. Artesis Blvd		
City: Compton	State: CA	Zip Code: 90221
Contact Person: Ruben James	Contact Title: Director	Contact Phone Number: 310-345-7134
Brief Description of Services Provided: We have provided meals for over 27,000 students, faculty and staff		
Dates of Service: 2020-Current		

Attachment G: Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: Alta2025RFP

We, Alta Public Schools, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Alta Public Schools.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Alta Public Schools.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

FSMC Name: Everytable, PBC

Address: 3305 E Vernon Ave,

City: Vernon, State: CA Zip: 90058

Email Address: bobdooley@everytable.com

Web Site Address: www.everytable.com

Name of Authorized Representative: Bob Dooley

Title of Authorized Representative: Vice President of Business Development

Signature of Authorized Representative

Date Signed: 09/22/2025

Attachment H: Fee Proposal

All costs are based on average daily participation of 840 number of meals served on 180 number of school days.

COST BREAKDOWN			
Respondent Instructions ☒ **Provide a breakdown of all costs included in the fixed price, including personnel costs.** ☒ **Provide the cost per meal; base all food costs** on the attached 21–day cycle menu. ☒ Clearly identify all costs			
Item #	**Description** *(Include All Goods and Services included in the Fixed Price)*		Annual Cost
1.	Breakfast		**$** 183,600
2.	Lunch		**$** 459,000
3.			**$**
4.			**$**
		Sub Total	**$** 642,600
	Personnel Costs		Annual Cost
5.	Food servers	$	34,020
6.		$	
		Sub Total $	34,020
		GRAND TOTAL	**$** 676,620

COST PER MEAL			
Respondent Instructions: ☐ **Provide the cost per meal; base all food costs** on the attached 21–day cycle menu. ☐ **Prices must not include values for donated foods and must include all meal programs applicable.**			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	61,200	$ 3.00	$ 183,600
Lunch	90,000	$ 5.10	$ 459,000
TOTAL	151,200	$	$ 642,600

Personnel Cost

Include the hourly cost for each food server.

1 Server per Site	**Per Hour Cost**
Site 1	$21.00
Site 2	$21.00
Site 3	$21.00

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of their 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 employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. 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.

Everytable PBC

Organization:

18901 Railroad St

Street address:

City of Industry, CA, 91748

City, State, Zip:

Bob Dooley

Certified by: (type or print)

Vice President of Business Development

Title



Signature

09/19/2025

Date

Everytable does not financially participate in any Lobbying Activities

Approved by OMB

-
0
0
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: ☐ contract ☐ grant ☐ cooperative agreement loan ☐ loan guarantee ☐ loan insurance	2. Status of Federal Action: ☐ bid/offer/application ☐ initial award ☐ post-award	3. Report Type: ☐ initial filing ☐ material change For material change only: Year_____ quarterDate 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:* $

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

A. The Respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Everytable, PBC

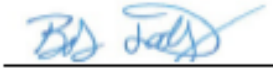
Contractor/Company Name

RFP Alta2025RFP

Award Number, Contract Number, or Project Name

Bob Dooley , Vice President of Business Development

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



Signature(s)

09/19/2025

Date

Attachment J: Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

Bob Dooley		Everytable
Name of Respondent		

A. By submission of this offer, the offeror (Respondent/FSMC) 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, for the purposes of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor, before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; 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 signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or

2. (i) Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.

    - Insert full names of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror's organization.

(ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs
(A)(1) through (A)(3) above; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above, and

C. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

		VP Business Development		09/19/20205	
Signature of FSMC's Authorized Representative		Title		Date	

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

Attachment K: 21-Day Cycle Menu

21 Day Sample

K-12 SBP Breakfast

EVERYTABLE

Monday	Tuesday	Wednesday	Thursday	Friday
FEATURED ENTRÉE OF THE DAY				
1st	2nd	3rd	4th	5th
Apple Cinnamon Overnight Oatmeal (2G) Blueberry Muffin(2G)	Chorizo con Papas Taco (1M/MA, 1G) Honey Bunches of Oats Cereal (2G)	Berry Parfait with Pumpkin Seed Granola Apple Jacks Cereal (2G)	Pancakes & Sausage (1M, 1G) Strawberry Shredded Wheat Cereal (2G)	Cinnamon Raisin Bagel w/ Cream Cheese (2G)
8th	9th	10th	11th	12th
Pan de Elote (2G) Vanilla Concha (2G)	Egg, Bean and Cheese Breakfast Burrito (1M/MA, 1G) Banana Bread Slice (2G)	French Toast & Berry Compote (2G) Cinnamon Life Cereal (2G)	Turkey Sausage & Egg Breakfast Sandwich (2M, 1G) Cinnamon Crumble (2G)	Chilaquiles Verdes (2G) Apple Jacks Cereal (2G)
15th	16th	17th	18th	19th
Honey Nut Cherrios Bowl (2G) French Toast Sticks (2G)	Chocolate Concha (2G) Sausage, Egg, & Cheese Burrito (1G, 1.5M/MA)	Raisin Apple Bars (2G) Chex Cereal (2G)	Strawberries & Cream Loaf (2G) Rice Crispies Cereal (2G)	Mantecada Muffin (2G) Bean & Cheese Burrito (1G & 1M/MA)
22nd	23rd	24th	25th	26th
Apple Cinnamon Overnight Oatmeal (2G) Blueberry Muffin(2G)	Chorizo con Papas Taco (1M/MA, 1G) Honey Bunches of Oats Cereal (2G)	Berry Parfait with Pumpkin Seed Granola Apple Jacks Cereal (2G)	Pancakes & Sausage (1M, 1G) Strawberry Shredded Wheat Cereal (2G)	Cinnamon Raisin Bagel w/ Cream Cheese (2G)
29th				
Pan de Elote (2G) Vanilla Concha (2G)	All Meals served with: variety of 0% White Milk, 1% White Milk, and 0% Chocolate Milk all grain items offered are Whole Grain Rich. with 1/2 cup fruit, with addiitional 1/2 Cup offered.			

21 Day Sample

K- 8 NSLP Lunch

EVERYTABLE

Monday	Tuesday	Wednesday	Thursday	Friday
FEATURED ENTRÉE OF THE DAY				
1st	2nd	3rd	4th	5th
KBBQ Beef & Rice Bowl	**Pollo Asado Bowl w/ Cilantro Rice**	**Mom's Spaghetti w/ Meatballs**	**Chicken Potstickers & "Fried" Rice**	**Backyard BBQ Chicken**
Broccoli, Corn, & Edamame	*Beans, Corn, & Red Pepper*	*Housemade Marinara Sauce*	*Edamame & Carrots*	*Mashed Potatoes*
8th	9th	10th	11th	12th
Craft Cheeseburger Mac	**Trap Kitchen Curry Chicken**	**Ground Beef Picadillo Bowl**	**Cheesy Chopped Lasagna**	**Nashville "Hot" Chicken Sandwich**
Onion, Tomato, Pickes	*Broccoli, Carrots, Edamame*	*Onion, Corn, Green Beans*	*Housemad Marinara Sauce*	*Roasted Potato Wedges*
15th	16th	17th	18th	19th
Chicken Alfredo Pasta	**Carne con Papas Burrito**	**Teriyaki Chicken w/ Yakisoba Noodles**	**Turkey Al Pastor Rice Bowl**	**Chicken Gumbo**
Baby Carrots & Ranch	*Potatoes*	*Broccoli, Corn, & Edamame*	*Red Peppers, Beans, Corn*	*Celery, Onion, Carrot*
22nd	23rd	24th	25th	26th
KBBQ Beef & Rice Bowl	**Pollo Asado Bowl w/ Cilantro Rice**	**Mom's Spaghetti w/ Meatballs**	**Chicken Potstickers & "Fried" Rice**	**Backyard BBQ Chicken**
Broccoli, Corn, & Edamame	*Beans, Corn, & Red Pepper*	*Housemade Marinara Sauce*	*Edamame & Carrots*	*Mashed Potatoes*
29th				
KBBQ Beef & Rice Bowl	**All Meals served with:** **variety of 0% White Milk, 1% White Milk, and 0% Chocolate Milk** **all grain items offered are Whole Grain Rich.** **with 1/2 cup fruit, with addiitional 1/2 Cup offered.** **with minimum 1/2 cup Vegetable with up to additional 1/2 cup offered.**			
Broccoli, Corn, & Edamame				

All grain items offered are Whole Grain Rich.

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Menu Development & Approach

Everytable's approach to K12 menu decisions is guided by a mix of federal nutrition guidelines, input from key school staff and student stakeholders, and practical factors for school implementation. Below is a breakdown of the primary components influencing the menu development process:

1. **Federal Nutrition Guidelines**
   The U.S. Department of Agriculture (USDA) establishes nutritional requirements that school meals must follow to ensure students receive balanced, health-promoting meals. These guidelines are rooted in the Dietary Guidelines for Americans and focus on preventing chronic diseases. Key components include:
   - **Caloric Requirements**: Meals must meet age-appropriate calorie ranges (e.g., 550-650 calories for younger students, 750-850 calories for older students).
   - **Macronutrient Balance**: Meals should contain the right amounts of protein, fat, and carbohydrates, with limits on total fat, saturated fat, and trans fat.
   - **Fruits and Vegetables**: Every meal must include a fruit and/or vegetable, prioritizing variety and ensuring specific vegetable subgroups (dark green, red/orange, legumes, starchy, and others) are included.
   - **Whole Grains**: At least 50% of grains offered must be whole grains.
   - **Dairy**: Schools must offer low-fat or fat-free milk (or acceptable non-dairy alternatives).
   - **Limits on Sodium and Sugar**: There are strict limits on sodium and added sugars to promote healthier options.
2. **Food Variety and Cultural Sensitivity**
   To make school meals both appealing and diverse, our menu planning considers:
   - **Cultural and Regional Preferences**: We incorporate local favorites and culturally relevant foods, reflecting the varied backgrounds of students to make meals more relatable and enjoyable.
   - **Taste Preferences and Acceptance**: Surveys, taste tests, and feedback from students and staff help inform menu choices. Involving students in planning encourages better acceptance of healthy meals.
3. **Cost and Procurement**
   Menu planning also considers school budget limitations when creating new recipes. We create menus that adhere to nutritional standards while remaining affordable based on the reimbursement rates set by the National School Lunch Program (NSLP).
4. **Food Safety and Preparation Constraints**
   We follow strict food safety standards to ensure that meals are prepared and stored appropriately. This includes:
   - **Storage and Handling**: Ensuring perishable items are kept at safe temperatures and following proper food handling procedures.

- **Meal Preparation**: Our menus are designed to work with typical kitchen equipment and staff hours for efficient preparation.

5. **Student Involvement and Feedback**
   Student input plays a crucial role in shaping the menu:
   - **Taste Testing and Surveys**: We gather student feedback through taste tests and surveys to adjust menus based on preferences, ensuring meals are nutritious and enjoyable.
   - **School Meal Committees**: In some schools, student councils or advisory groups collaborate with our food service staff to refine and develop menus.
6. **Adherence to State and Local Guidelines**
   In addition to federal standards, local and state regulations may introduce further requirements, such as menu labeling, allergen management, or sustainability goals. These regulations are integrated into our planning process.
7. **Nutrition Education and Promotion**
   Menu choices may also be influenced by educational campaigns aimed at promoting healthy eating habits. This can include:
   - **Educational Elements in the Menu**: For example, displaying nutrition facts or providing lessons about the health benefits of different food groups.
   - **Special Events**: Celebrating initiatives like National Nutrition Month or other food-related observances with themed menu offerings.





ADDITIONAL INFORMATION AND DOCUMENTS



EVERYTABLE

Evidence of Coverage

EVERYTA-01 TALVENDIA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861
Alliant Insurance Services, Inc.
560 Mission St 6th Fl
San Francisco, CA 94105

CONTACT NAME: Trish Alvendia
PHONE (A/C, No, Ext): (415) 946-7535 FAX (A/C, No):
E-MAIL ADDRESS: Trish.Alvendia@alliant.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : Nationwide Mutual Insurance Company — 23787
INSURER B : National Fire & Marine Insurance Company — 20079C
INSURER C : AMCO Insurance Company — 19100
INSURER D : General Star Indemnity Company — 37362
INSURER E :
INSURER F :

INSURED
Everytable PBC
3305 E. Vernon Avenue
Vernon, CA 90058-1809

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			ACP GLO 3049969057	1/1/2025	1/1/2026	EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ EBL AGGREGATE $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER							
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			72APB009640	9/24/2024	6/20/2025	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	1,000,000
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			ACP CAA 3049969057	1/1/2025	1/1/2026	EACH OCCURRENCE $ AGGREGATE $ Pro/Co Ope Agg $	5,000,000 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $	
D	Excess Automobile Li			IXG680615	9/24/2024	6/20/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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EVERYTABLE
PO BOX 58048
VERNON, CA 90058

City of Vernon Health Department
4305 S. Santa Fe Avenue
Vernon, CA 90058
(323) 826-1448

HEALTH PERMIT

Business Name : EVERYTABLE
Business Address : 3305 E VERNON AVE
VERNON, CA 90058

Facility ID: FA0006188
Issued: 7/15/2024

PT0005144 - PR0009818
1637 - WHOLESALE FOOD VEHICLE
Valid From 7/1/2024 To 6/30/2025

LICENSE # 98933T2	LICENSE # 53783J3
LICENSE # 53782J3	LICENSE # 89833K3
LICENSE # 90222K3	LICENSE # 72453J3
LICENSE # 72452J3	LICENSE # 89834K3
LICENSE # 90221K3	LICENSE # 98933T2

PT0005143 - PR0009817
1656 - FOOD PROCESSING ESTAB - 2000 SQ. FT. OR MORE
Valid From 7/1/2024 To 6/30/2025

THE PERSON, FIRM, OR CORPORATION ABOVE NAMED IS HEREBY GRANTED A PERMIT TO ENGAGE IN THE BUSINESS ACTIVITY DESCRIBED ABOVE IN THE CITY OF VERNON FOR THE PERIOD INDICATED.

BY: _____
Director

ADDITIONAL FINANCIAL INFORMATION

Please see below and the following pages for financial references, recent audited Financials and recent bank statements and financial information, demonstrating Everytable's strong financial position. Full resolution documents available on request.

EVERYTABLE FINANCIAL INSTITUTION REFERENCES

Please see below for Everytable's financial institution contacts and references.

BANK OF AMERICA

Amy L. Kilmon

Vice President | Senior Relationship Manager, Emerging Growth

Commercial Banking

Bank of America, N.A.

333 S. Hope St, 24th Floor, Los Angeles, CA 90071

T 213.621.7532 M 213.408.2241

CAPITAL IMPACT PARTNERS

Swetha Krishnakumar

skrishnakumar@capitalimpact.org

571-814-0463

301 N. Lake Avenue

Suite #350

Pasadena, CA 91101

Lender

SCL EQUIPMENT FINANCE

180 E Main St Unit 204, Tustin, CA 92780

Lynda Andrian

714-573-9804 x105

Lender

BANK OF AMERICA

P.O. Box 15284
Wilmington, DE 19850

Customer service information

Customer service: 1.888.400.9009

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

EVERYTABLE PBC
BLKPNDG
3305 E VERNON AVE
VERNON, CA 90058-1809

Your Analyzed Business Interest Checking

for January 1, 2025 to January 31, 2025

Account number: 3250 7714 4001

EVERYTABLE PBC BLKPNDG

Account summary

Beginning balance on January 1, 2025	$3,628,452.60
Deposits and other credits	277,775.57
Withdrawals and other debits	-1,250,000.00
Checks	-0.00
Service fees	-0.00
Ending balance on January 31, 2025	**$2,656,228.17**

# of deposits/credits: 2

# of withdrawals/debits: 4

# of days in cycle: 31

Average ledger balance: $3,025,899.55

Annual Percentage Yield Earned this statement period: 4.18%.
Interest Paid Year To Date: $10,535.57.

IMPORTANT INFORMATION:
BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Bank of America, N.A. Member FDIC and Equal Housing Lender

BANK OF AMERICA

Your checking account

EVERYTABLE PBC | Account # 3250 7714 4001 | January 1, 2025 to January 31, 2025

Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
01/14/25	WIRE TYPE:WIRE IN DATE: 250114 TIME:1723 ET TRN:2025011400538697 SEQ:0550033400780613/031167 ORIG:MDF FUND I LP ID:118919233 SND BK:CAPITAL BAN K, NA ID:055003340 PMT DET:FRANCHISE PURCHASE PAYM ENT TO ET PBC ON BEHALF OF SUSAN CABRERA LLC		903701140538697	267,240.00
01/31/25	Interest Earned	2513755472		10,535.57
Total deposits and other credits				**$277,775.57**

Withdrawals and other debits

Date	Transaction description	Customer reference	Bank reference	Amount
01/02/25	ACCOUNT TRANSFER TRSF TO 325077143918	2512583163	906801020008522	-400,000.00
01/09/25	ACCOUNT TRANSFER TRSF TO 325077143918	2519382953	906801090006334	-300,000.00
01/16/25	ACCOUNT TRANSFER TRSF TO 325077143918	2510821042	906801160007181	-250,000.00
01/30/25	ACCOUNT TRANSFER TRSF TO 325077143918	2513755472	906801300008298	-300,000.00
Total withdrawals and other debits				**-$1,250,000.00**

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
01/01	3,628,452.60	01/14	3,195,692.60	01/30	2,645,692.60
01/02	3,228,452.60	01/16	2,945,692.60	01/31	2,656,228.17
01/09	2,928,452.60				

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BANK OF AMERICA

P.O. Box 15284
Wilmington, DE 19850

Customer service information

Customer service: 1.888.400.9009

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

EVERYTABLE, PBC
3305 E VERNON AVE
VERNON, CA 90058-1809

Your Analyzed Business Interest Checking

for January 1, 2025 to January 31, 2025 Account number: 3251 0800 0438

EVERYTABLE, PBC

Account summary

Beginning balance on January 1, 2025	$3,010,791.43
Deposits and other credits	10,447.78
Withdrawals and other debits	-10,791.43
Checks	-0.00
Service fees	-0.00
Ending balance on January 31, 2025	**$3,010,447.78**

# of deposits/credits: 1

# of withdrawals/debits: 1

# of days in cycle: 31

Average ledger balance: $3,000,685.13

Annual Percentage Yield Earned this statement period: 4.18%.
Interest Paid Year To Date: $10,447.78.

IMPORTANT INFORMATION:
BANK DEPOSIT ACCOUNTS

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- Tell us the dollar amount of the suspected error.

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Bank of America, N.A. Member FDIC and Equal Housing Lender

BANK OF AMERICA

Your checking account

EVERYTABLE, PBC | Account # 3251 0800 0438 | January 1, 2025 to January 31, 2025

Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
01/31/25	Interest Earned	2512283120		10,447.78
Total deposits and other credits				**$10,447.78**

Withdrawals and other debits

Date	Transaction description	Customer reference	Bank reference	Amount
01/02/25	ACCOUNT TRANSFER TRSF TO 325077143918	2512283120	906801020008637	-10,791.43
Total withdrawals and other debits				**-$10,791.43**

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
01/01	3,010,791.43	01/02	3,000,000.00	01/31	3,010,447.78

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bakertilly

Everytable, PBC

Consolidated Financial Statements

December 31, 2023 and January 1, 2023

Everytable, PBC
Table of Contents
December 31, 2023 and January 1, 2023

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bakertilly

Independent Auditors' Report

To the Board of Directors of
Everytable, PBC

Opinion

We have audited the consolidated financial statements of Everytable, PBC (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and January 1, 2023, and the related consolidated statements of operations, changes in stockholders' equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and January 1, 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Baker Tilly US, LLP

Los Angeles, California
September 27, 2024

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

Everytable, PBC
Consolidated Balance Sheets
December 31, 2023 and January 1, 2023

	December 31, 2023	January 1, 2023
Assets		
Current Assets		
Cash and cash equivalents	$ 5,181,211	$ 11,934,526
Restricted cash	242,000	-
Accounts receivable, net	1,155,996	5,461,437
Prepaid expenses and other current assets	1,763,880	1,251,117
Inventories	918,897	787,484
Investments	-	4,556,119
Total current assets	9,261,984	23,990,683
Operating Lease Right-of-Use Assets	14,831,715	37,626,758
Financing Lease Right-of-Use Assets	578,404	765,536
Property and Equipment, Net	13,140,412	19,505,177
Security Deposits and Other Deposits	872,131	817,991
Total assets	$ 38,684,646	$ 82,706,145
Liabilities and Stockholders' Equity		
Current Liabilities		
Accounts payable	$ 2,383,397	$ 3,261,806
Accrued expenses	3,868,082	2,943,859
Lease incentive liabilities	67,777	111,111
Current portion of notes payable	6,562,405	3,628,797
Deferred revenue	96,263	53,820
Current portion of operating lease liabilities	5,301,161	3,170,307
Current portion of financing lease liabilities	174,490	216,474
Total current liabilities	18,453,575	13,386,174
Operating Lease Liabilities, Net of Current Portion	33,383,037	36,079,162
Financing Lease Liabilities, Net of Current Portion	407,491	520,406
Notes Payable, Net of Current Portion and Debt Issuance Cost	8,869,055	9,159,757
Total liabilities	61,113,158	59,145,499
Stockholders' Equity		
Common stock, par value $0.0001; 57,897,225 and 48,330,613 shares authorized; 4,373,563 and 4,369,361 shares issued and outstanding as of December 31, 2023 and 2022, respectively	440	440
Convertible preferred stock, par value $0.0001; 42,499,570 and 34,047,857 shares authorized; 39,871,636 and 33,707,123 shares issued and outstanding as of December 31, 2023 and 2022, respectively	3,958	3,342
Additional paid-in capital	113,534,125	88,875,611
Accumulated deficit	(135,967,035)	(65,268,586)
Total controlling stockholders' equity	(22,428,512)	23,610,807
Non Controlling Interest in Subsidiary	-	(50,161)
Total stockholders' equity	(22,428,512)	23,560,646
Total liabilities and stockholders' equity	$ 38,684,646	$ 82,706,145

See notes to consolidated financial statements

Everytable, PBC
Consolidated Statements of Operations
Years Ended December 31, 2023 and January 1, 2023

	December 31, 2023	January 1, 2023
Net Revenues		
Institutional sales	$ 8,935,497	$ 19,405,023
In-store, subscription and online sales	23,914,591	19,630,081
Smart Fridge sales	2,737,994	1,857,059
Total net revenues	35,588,082	40,892,163
Cost of Revenues		
Cost of food and packaging	18,002,256	21,020,859
Labor	3,315,186	7,172,694
Occupancy	2,676,114	1,503,086
Other costs of revenues	1,687	5,678
Total cost of revenues	23,995,243	29,702,317
Gross profit	11,592,839	11,189,846
Selling, General and Administrative Expenses		
General and administrative	44,020,905	37,409,450
Marketing	2,446,525	5,747,627
Depreciation and amortization	4,823,487	3,009,631
Impairment	30,244,340	-
Total selling, general and administrative expenses	81,535,257	46,166,708
Operating loss	(69,942,418)	(34,976,862)
Other (Expense) Income		
Interest expense	(1,688,586)	(220,753)
Other expense	(346,737)	(496,064)
Gain on sale of subsidiary	1,050,431	-
Loss on disposal of asset	(40,397)	(813,471)
Legal settlement (expense) gain	(145,094)	254,900
Employee Retention Credit income	-	1,178,428
Grant income	-	1,230,680
Other income	427,342	143,082
Total other (expense) income, net	(743,041)	1,276,802
Loss Before Provision for Income Taxes	(70,685,459)	(33,700,060)
Provision for Income Taxes	(12,990)	(5,704)
Net loss	(70,698,449)	(33,705,764)
Net loss attributable to noncontrolling interest in subsidiary	-	(5,987)
Net loss attributable to Everytable, PBC	$ (70,698,449)	$ (33,699,777)

See notes to consolidated financial statements

Everytable, PBC
Consolidated Statements of Changes in Stockholders' Equity
Years Ended December 31, 2023 and January 1, 2023

	Common Stock Shares	Common Stock Amount	Convertible Preferred Stock Shares	Convertible Preferred Stock Amount	Additional Paid-In Capital	Accumulated Deficit	Noncontrolling Interest	Total Stockholders' Equity
Balance, December 31, 2021	4,395,138	$ 440	29,259,166	$ 2,900	$ 71,285,625	$ (31,568,809)	$ (44,174)	$ 39,675,982
Issuance of Series C preferred stock	-	-	4,419,784	442	17,307,434	-	-	17,307,876
Exchange of common stock to Series C preferred stock	(28,173)	-	28,173	-	-	-	-	-
Exercise of stock options	2,396	-	-	-	1,749	-	-	1,749
Stock-based compensation	-	-	-	-	281,186	-	-	281,186
Redemption of Simple Agreement for Future Equity (SAFE) securities	-	-	-	-	(383)	-	-	(383)
Net loss	-	-	-	-	-	(33,699,777)	(5,987)	(33,705,764)
Balance, January 1, 2023	4,369,361	440	33,707,123	3,342	88,875,611	(65,268,586)	(50,161)	23,560,646
Issuance of Series C-2 preferred stock	-	-	5,910,135	591	24,330,844	-	-	24,331,435
Exercise of stock options	4,202	-	-	-	6,471	-	-	6,471
Stock-based compensation	-	-	-	-	321,199	-	-	321,199
Conversion of convertible security to preferred stock	-	-	254,378	25	-	-	-	25
Derecognition of noncontrolling interest upon sale of Subsidiary	-	-	-	-	-	-	50,161	50,161
Net loss	-	-	-	-	-	(70,698,449)	-	(70,698,449)
Balance, December 31, 2023	4,373,563	$ 440	39,871,636	$ 3,958	$ 113,534,125	$ (135,967,035)	$ -	$ (22,428,512)

See notes to consolidated financial statements

Everytable, PBC
Consolidated Statements of Cash Flows
Years Ended December 31, 2023 and January 1, 2023

	December 31, 2023	January 1, 2023
Cash Flows From Operating Activities		
Net loss	$ (70,698,449)	$ (33,705,764)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	4,823,487	3,009,631
Impairment	30,244,340	-
Amortization of debt issuance cost	-	6,075
Unrealized (gain) loss on investments	(64,987)	360,517
Stock-based compensation	321,199	281,186
Gain on sale of subsidiary	(1,050,431)	-
Loss on asset disposal	90,558	813,471
Amortization of operating right-of-use assets	5,147,755	3,270,461
Changes in operating assets and liabilities:		
Decrease (increase) in accounts receivable	4,305,441	(4,149,097)
Increase in inventories	(131,413)	(272,936)
Increase in prepaid expenses and other assets	(512,763)	(578,068)
Increase in security deposits and other deposits	(54,140)	(445,314)
Change in operating lease liabilities	(4,507,162)	(2,217,911)
(Decrease) increase in accounts payable	(878,409)	965,465
Increase (decrease) in accrued expenses	930,390	(189,377)
Increase in lease incentive liabilities	1,701	433,527
Decrease in revenue share agreement payable	-	(98,409)
Increase in deferred revenue	42,443	53,820
Net cash used in operating activities	(31,990,440)	(32,460,723)
Cash Flows From Investing Activities		
Purchase of property and equipment	(7,041,670)	(14,448,705)
Cash transferred upon sale of subsidiary, net of cash received	(2,855,575)	-
Purchase of investments	-	(29,493,775)
Proceeds from sale of investments	4,621,106	24,577,139
Net cash used in investing activities	(5,276,139)	(19,365,341)
Cash flows From Financing Activities		
Proceeds from notes payable	10,037,638	5,490,000
Principal payments on notes payable	(3,444,732)	(2,046,094)
Proceeds from issuance of Series C preferred stock	24,331,435	17,307,876
Principal payments on financing lease liabilities	(175,573)	(172,534)
Redemption of SAFE securities	25	(383)
Proceeds from option exercises	6,471	1,749
Net cash provided by financing activities	30,755,264	20,580,614
Net decrease in cash, cash equivalents and restricted cash	(6,511,315)	(31,245,450)
Cash, Cash Equivalents and Restricted Cash, Beginning	11,934,526	43,179,976
Cash, Cash Equivalents and Restricted Cash, Ending	$ 5,423,211	$ 11,934,526
Noncash Investing and Financing Activities		
Noncash recognition of operating right of use assets and liabilities under ASC 842, *Leases*, upon adoption	$ -	$ 5,704,850
Noncash reclassification of financing right of use assets and liabilities under ASC 842, *Leases*, upon adoption	$ -	$ 211,248
Noncash recognition of operating right of use assets and liabilities under ASC 842, *Leases*, new leases during the year	$ 4,243,991	$ 33,832,367
Noncash recognition of financing right of use assets and liabilities under ASC 842, *Leases*, new leases during the year	$ -	$ 714,225
Remeasurement of operating right use of assets and liabilities under ASC 842	$ (244,306)	$ 1,713,256
Supplemental Disclosure of Cash Flow Information		
Cash paid during the year for:		
Interest	$ 1,167,475	$ 220,753
Income taxes	$ 12,990	$ 800

See notes to consolidated financial statements

1. Nature of Operations

Everytable, PBC (the Company) was incorporated on October 14, 2015 in the State of Delaware. The Company's headquarters are located in Vernon, California. The Company is registered in Delaware as a public benefit corporation as a demonstration of its long-term commitment to its mission to increase the population's access to affordable healthy meals.

In September 2019, Everytable, PBC formed the subsidiary Everytable PRI SPV I, PBC, for the purpose of soliciting and undertaking program-related investments related to the establishment of an Everytable social equity franchise program. On February 6, 2023, the Company sold Everytable PRI SPV I, PBC to a third-party buyer. There was no significant operational activity in this entity during the years ended December 31, 2023 and January 1, 2023. Until the sale, 95% of Everytable PRI SPV I, PBC was owned by Everytable, PBC and 5% was owned by a minority owner.

In April 2020, the Company formed Everytable University, PBC, for the purpose of providing training and assistance to franchisees who are part of their planned social equity franchise program. There was no significant operational activity in this entity during the years ended December 31, 2023 and January 1, 2023.

In August 2020, the Company formed the subsidiary Everytable Franchisor, PBC, which will operate as a traditional franchisor, granting the requisite IP and resources to Franchisees and receiving a royalty from Pilot Program Franchisees. Everytable Franchisor, PBC intends on entering into agreements with franchisees in California but has not entered into any such agreements as of December 31, 2023.

As of December 31, 2023, the Company has 54 restaurant locations in Southern California and 11 locations in New York. The Company has two centralized manufacturing and distribution centers which are located in Vernon, California and Brooklyn, New York. See below for restructuring plan effecting the store number count that was approved prior to December 31, 2023, but was not effective until the following fiscal year.

Going Concern and Restructuring Plan

To address the Company's cash used in operating activities, negative working capital and recent recurring net losses, which are indicators that the Company may not be able to continue as a going concern for a period of twelve months from the date of issuance of these consolidated financial statements, on December 27, 2023, the Board of Directors approved the closure of selective unprofitable business stores and operations. The financial plan approved by the Board of Directors included the following restructuring actions: 1) closure of all 11 stores in New York and closure of 16 stores in California in January 2024; 2) closure of the Brooklyn, New York, and Compton, California, commissaries; 3) termination of approximately half of the SmartFridges in operation; 4) termination of servicing CVS locations in California and New York; and 5) reduction of the logistics fleet of refrigerated vans supporting the above operations. Operations at each closed store and the related commissaries were terminated as of January 9, 2024. The closures of the stores and selected operations resulted in termination of related personnel and the shutdown of related financial activity. As a result of the approval of this plan, the Company evaluated its assets for impairment and recorded an impairment charge of $30,244,340 during the year ended December 31, 2023. After the plan was fully executed in January 2024, the Company had 38 restaurant locations in Southern California and zero remaining locations in New York. On January 18, 2024, the Company raised $22 million of Series D Preferred Stock equity financing. Additionally, in August 2024, the Company renegotiated a $4.8 million loan with Everytable Social Equity Fund, LLC with a new maturity date in February 2026. As a result of implementation of this plan, the Company has determined that there is no substantial doubt about the Company's ability to continue as a going concern for twelve months from the date of issuance of these consolidated financial statements.

2. Summary of Significant Accounting Policies

Fiscal Year

During the period from December 31, 2021 to January 1, 2023, the Company changed its fiscal year to the 52 or 53 week period ending on the Sunday closest to December 31 of the calendar year. In a 52-week fiscal year, each quarter contains 13 weeks of operations. In a 53-week fiscal year, each of the first, second and third quarters includes 13 weeks of operations and the fourth quarter includes 14 weeks of operations, which may cause the Company's revenue, expenses and other results of operations to be higher due to an additional week of operations. The 2023 fiscal year is a 52-week year. The 2022 fiscal year was a 52.2-week year because of the adoption on December 31, 2021.

Basis of Accounting

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Everytable, PBC, Everytable University, PBC, and Everytable Franchisor, PBC. Everytable PRI SPV I, PBC was included until the sale on February 6, 2023. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Accordingly, actual results could differ from those estimates.

Financial Statement Reclassification

Certain account balances as of and for the year ended January 1, 2023 have been reclassified in these consolidated financial statements to conform to the fiscal year 2023 classifications.

Risks and Uncertainties

The Company has a limited operating history. The Company's business and operations are sensitive to general business and economic conditions in California. All New York locations and 15 California locations were closed in 2024 as described in Note 1. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include: recession, downturn or otherwise, local competition or changes in consumer taste. These potential adverse conditions could affect the Company's future financial condition and the results of its operations.

Concentration of Credit Risk

The Company maintains its cash with a major financial institution located in the United States of America, which it believes to be credit worthy. The Federal Deposit Insurance Corporation insures balances up to $250,000. At times, the Company may maintain balances in excess of the federally insured limits.

Cash, Cash Equivalents and Restricted Cash

The Company considers short-term, highly liquid investments with original maturities of three months or less at the time of purchase to be cash equivalents. Cash consists of funds held in the Company's checking account and investment account. The Company had $0 and $4,630,631 of cash equivalents as of December 31, 2023 and January 1, 2023, respectively. As of December 31, 2023 and January 1, 2023, cash equivalents included $0 and $4,597,167, respectively, of treasury bills and treasury notes which mature within three months or less from the fiscal year end. As of December 31, 2023 and January 1, 2023, restricted cash totaled $242,000 and $0, respectively, which represents debt service reserve.

Accounts Receivable

Most of the Company's accounts receivable relates to its institutional sales revenue stream, where they provide large scale catering services for institutions on account. Accounts receivable are recorded at the invoiced amount and are stated net of an allowance for doubtful accounts. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in existing accounts receivable.

The opening and closing balances of receivables for the years ended December 31, 2023 and January 1, 2023 were as follows:

	December 31, 2023	January 1, 2023	December 31, 2021
Accounts receivable, net	$ 1,155,996	$ 5,461,437	$ 1,312,340

Starting on January 2, 2023, upon adoption of Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments – Credit Losses (Topic 326)*, the Company recognizes an allowance for credit losses for trade and other receivables to present the net amount expected to be collected as of the balance sheet date. Such allowance is based on the credit losses expected to arise over the life of the asset which includes consideration of past events and historical loss experience, current events and also future events based on our expectation as of the balance sheet date. Receivables are written off when the Company determined that such receivables are deemed uncollectible. The Company pools its receivables based on similar risk characteristics in estimating its expected credit losses. In situations where a receivable does not share the same risk characteristics with other receivables, the Company measures those receivables individually. The Company also continuously evaluates such pooling decisions and adjusts as needed from period to period as risk characteristics change.

The Company utilizes the loss rate method in determining its lifetime expected credit losses on its receivables. This method is used for calculating an estimate of losses based primarily on the Company's historical loss experience. In determining its loss rates, the Company evaluates information related to its historical losses, adjusted for current conditions and further adjusted for the period of time that can be reasonably forecasted. Qualitative and quantitative adjustments related to current conditions and the reasonable and supportable forecast period consider all the following: past due receivables, the customer creditworthiness, changes in the terms of receivables, effect of other external forces such as competition, and legal and regulatory requirements on the level of estimated credit losses in the existing receivables. The Company has no receivables that are not expected to be collected within the normal business cycle. The Company reserved an allowance for credit losses of $59,053 as of December 31, 2023.

As of January 1, 2023, the allowance was based on historical collection data and current customer information. Account balances were charged off against the allowance after all means of collection had been exhausted and the potential for recovery is considered remote. The Company reserved an allowance for doubtful accounts of $115,412 as of January 1, 2023.

Inventory

Inventory, consisting primarily of food, beverage and other supplies, are carried at the lower of cost or net realizable value with cost determined using a first-in, first-out (FIFO) basis.

Property and Equipment, Net

Property and equipment, net is stated at cost, less accumulated depreciation and amortization computed using the straight-line method over the estimated useful life of each asset. Leasehold improvements are amortized over the lesser of the remaining lease term or the estimated useful life of the assets. Expenditures for repair and maintenance costs are expensed as incurred, and expenditures for major renewals and improvements are capitalized. When assets are retired or otherwise disposed of, the cost, and accumulated depreciation and amortization are removed from the accounts, and any gain or loss is reflected in the accompanying consolidated statements of operations.

Leasehold improvements	Lesser of length of lease or 15 years
Machinery and equipment	5-7 years
Computer equipment and software	3-5 years
Furniture and fixtures	7 years
Automobiles	5 years

Impairment of Long-Lived Assets

The Company reviews its long-lived assets, primarily consisting of property and equipment and right of use assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of these assets is determined by comparing the forecasted undiscounted cash flows attributable to such assets including any cash flows upon their eventual disposition to their carrying value. If the carrying value of the assets exceeds the forecasted undiscounted cash flows, then the assets are written down to their fair value. The Company recorded impairment charges of $30,244,340 during the year ended December 31, 2023, of which $8,642,402 pertains to impairment of property and equipment and $21,601,938 to right of use assets. Refer to Note 1 for further information on the losses, negative working capital, cash used in operating activities, and restructuring plan which were deemed to be impairment indicators in 2023. No impairment of long-lived assets was recorded during the year that ended January 1, 2023.

Investments

The Company's investments are classified as trading securities, and therefore, they are stated at fair value, with unrealized gains and losses included in earnings. The investments are made up of treasury bills and treasury notes with terms greater than three months from year end.

Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. To determine fair value, the Company primarily utilizes reported market transactions and discounted cash flow analyses. The Company utilizes the Financial Accounting Standard Board (FASB) fair value model that establishes a fair value hierarchy that maximizes the use of observable inputs and minimizes the use of unobservable inputs. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the reporting entity.

Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The fair value hierarchy prioritizes the inputs to valuation techniques into three broad levels whereby, the highest priority is given to Level 1 inputs and the lowest priority to Level 3 inputs. The three broad categories are:

- Level 1 - Quoted prices in active markets for identical assets or liabilities.
- Level 2 - Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 - Unobservable inputs for the asset or liability.

Where available, the Company utilizes quoted market prices or observable inputs rather than unobservable inputs to determine fair value. The Company classifies assets in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company did not have any assets or liabilities that were measured at fair value on a recurring or nonrecurring basis during the years ended December 31, 2023 and January 1, 2023 other than the treasury notes and treasury bills as of January 1, 2023.

The carrying amount of the Company's financial instruments, which principally include cash and cash equivalents, restricted cash, accounts receivable, prepaid expenses and other current assets, investments, accounts payable, and accrued expenses, approximate fair value due to the relatively short maturity of such instruments.

Notes payable are stated at the outstanding principal amount. Prepayment penalties are accrued only if it is probable that such fees will be paid.

Stock-Based Compensation

The Company accounts for stock-based compensation arrangements in accordance with the provisions of Accounting Standards Codification (ASC) 718, *Compensation-Stock Compensation*. Under ASC 718-10, compensation cost is calculated on the date of grant using the fair value as determined using the Black-Scholes-Merton option pricing method. The compensation cost is then amortized on a straight-line basis over the vesting period. The Black-Scholes-Merton option-pricing model requires the Company to estimate key assumptions such as expected term, volatility and forfeiture rates to determine the fair value of the stock options. The estimate of these key assumptions is based on historical information and judgment regarding market factors and trends.

Income Taxes

Everytable, PBC and subsidiaries are corporations for federal income tax purposes and, accordingly, the Company provides for income taxes using the asset and liability method. Deferred income taxes are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted statutory tax rates in effect for years in which differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to reflect uncertainty associated with their ultimate realization. The Company has recorded a valuation allowance as they believe that it is more-likely-than-not that deferred tax asset will not be realized.

The Company initially recognizes a tax benefit from an uncertain tax position only if it is more likely than not the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized upon settlement.

The Company's policy is to recognize both interest and penalties related to unrecognized benefits in income tax expense. Interest and penalties on unrecognized tax benefits expected to result in payment of cash within one year are classified as accrued liabilities, while those expected beyond one year are classified as other liabilities. The Company has not recorded any interest and penalties since our inception.

As the determination of whether a tax position is greater than 50% likely of being realized and the related largest amount of benefit is subjective, it is possible that outside tax professionals or the taxing authority could conclude that the amounts recognized or disclosed in our consolidated financial statements would differ from amounts the Company's management believes are applicable.

Revenue Recognition

Institutional sales: The Company enters into agreements with institutions to deliver meals and related supplies to recipients based on purchase orders submitted by the institutions. The institutions generally pay a fixed fee for each meal delivered and the Company records revenue upon delivery when performance obligation is satisfied and collectability is assured. Payments are generally collected on a monthly basis.

In-store, subscription and online sales: The Company offers its customers multiple methods of purchases its products. In-store customers purchase and make payment inside the Company's stores and revenue is recognized once the transaction has been completed and collectability has been assured, which is when the performance obligation is complete. Additionally, subscription customers place their orders weekly and payment is collected upfront. Meals are delivered to the customers using Company drivers or third-party services providers. Revenue is recognized upon receipt of customer payment and payment time generally approximates delivery time, which is when the performance obligation is complete. Lastly, the Company also offers its customers the option to order meals online, with the option to either pick up the meals in the Company's stores or having them delivered, and payment is collected upfront. Revenue is recognized upon receipt of customer payment and payment time generally approximates delivery time, which is when the performance obligation is complete.

Smart Fridge sales: Smart Fridge sales are recorded over the life of the contract as the Company satisfies its performance obligation to service the Smart Fridge and when collectability has been assured. Service activities include but are not limited to filling the Smart Fridge with fresh meals and disposing of any expired items. The Smart Fridge agreements generally have a twelve-month term, which renews automatically for subsequent terms of equal length until terminated by either party. Smart Fridge fees can vary based on number of meals sold from each fridge. The Company generally charges a monthly fee between $200 and $400 for the Smart Fridge. However, if the customer buys meals over a certain dollar threshold, the fixed fee is waived and the sales are based on the price of each meal sold from the Smart Fridge.

The Company recognizes revenue net of discounts and incentives, when payment is tendered at the point of sale. Discounts on sales were approximately $2,076,827 and $1,201,178 for the years ended December 31, 2023 and January 1, 2023, respectively. Sales taxes collected are excluded from reported revenues. The Company reports revenue net of sales-related taxes collected from customers and remitted to governmental taxing authorities.

Contract assets and liabilities are not significant to the consolidated financial statements.

Gift Cards

The Company sells gift cards, which do not have expiration dates. The Company recognizes revenue from gift cards when the gift card is redeemed by the customer. In addition, the Company also recognizes revenue when it determines the likelihood of the gift card being redeemed by the customer is remote (gift card breakage). The Company has deemed breakage to be insignificant for the years ended December 31, 2023 and January 1, 2023.

Loyalty Program

Eligible customers who enroll in the Everytable loyalty program earn points for every dollar spent. After accumulating a certain number of points, the customer earns a reward that can be redeemed for a discount on a menu item. The Company recognizes revenue on the consolidated statements of operations when a customer redeems an earned reward. Deferred revenue associated with the Everytable loyalty program is included in accrued expenses on the consolidated balance sheets.

Delivery

The Company offers its customers a delivery option on online sales. Delivery services for online sales are done by both the Company delivery drivers and third-party service providers. For deliveries the Company completes, meals are delivered directly to the customer and revenue is recorded upon delivery. The Company generally recognizes revenue, excluding third-party delivery fees, when control of the food is transferred to the delivery partner and the Company receives payment. The payment terms with respect to online sales are short-term in nature and payment time generally approximates delivery time. For institutional sales, the Company delivers the meals using both the Company delivery drivers and third-party service providers and records revenue upon delivery.

Major Customers

Net revenue from two customers as a percentage of total institutional sales was 24.76% for fiscal year ended December 31, 2023. The Company has no major customer that made up more than 10% of total accounts receivable as of December 31, 2023. Net revenue from one customer as a percentage of total institutional sales was 74.57% for fiscal year ended January 1, 2023. Accounts receivable from this one customer as a percentage of total accounts receivable was 83% as of January 1, 2023.

Major Vendors

For the years ended December 31, 2023 and January 1, 2023, the Company had no major vendors that made up more than 10% of total cost of food or accounts payable.

Advertising

The Company expenses advertising costs as they are incurred. Advertising costs for the years ended December 31, 2023 and January 1, 2023 were $2,446,525 and $5,747,627, respectively, and are reported as marketing expenses on the accompanying consolidated statements of operations.

Noncontrolling Interests

Noncontrolling interests on the accompanying consolidated balance sheets represent the portion of equity of subsidiaries not owned by Everytable, PBC. Operating income or loss is allocated to the noncontrolling interest holders based on their ownership percentages.

Grant Income

Restricted grants are initially recorded as a liability which is then recognized as revenue as the entity meets the conditions specified in the grant agreement. The Company received a $935,000 restricted grant net of fees of $65,000 from a foundation which was initially recorded as a liability during the year ended December 31, 2021. As of December 31, 2021, $924,857 had been reclassified as income and the remaining balance of $10,143 was reclassified as income during the year ended January 1, 2023. The Company also received $1,220,537 of unrestricted grants and donations during the year ended January 1, 2023, which were recorded directly as income. For the years ended December 31, 2023 and January 1, 2023, the Company recognized a total of $0 and $1,230,680 in grant income, respectively.

Employee Retention Credits

On March 27, 2020, the U.S. government enacted the Coronavirus Aid, Relief and Security Act (the CARES Act) to provide certain relief as a result of the COVID-19 pandemic. The CARES Act provides tax relief, along with other stimulus measures, including a provision for an Employee Retention Credit (ERC). As there is no authoritative guidance under U.S. GAAP on accounting for government assistance to for-profit business entities, the Company accounts for the ERC by analogy to International Accounting Standard, Accounting for Government Grants and Disclosure of Government Assistance (IAS 20). During 2022, the Company received ERC's totaling $1,178,428 and, in accordance with IAS 20, recorded them as Employee Retention Credit Income on the accompanying consolidated statements of operations for the year ended January 1, 2023. No ERC's were received during the year ended December 31, 2023.

Recently Adopted Accounting Standard

Credit Losses

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses* (Topic 326). The ASU introduces a new credit loss methodology, Current Expected Credit Losses (CECL), which requires earlier recognition of credit losses, while also providing additional transparency about credit risk. Since its original issuance in 2016, the FASB has issued several updates to the original ASU. The CECL methodology utilizes a lifetime "expected credit loss" measurement objective for the recognition of credit losses at the time the financial asset is originated or acquired. The expected credit losses are adjusted each period for changes in expected lifetime credit losses. The methodology replaces the multiple existing impairment methods in current GAAP, which generally require that a loss be incurred before it is recognized. On January 2, 2023, the Company adopted the ASU using the modified-retrospective approach. The adoption of the ASU did not have a significant impact on the Company's consolidated financial statements and there was no adjustment to retained earnings upon adoption.

Leases

Effective January 1, 2022, the Company adopted FASB ASU No. 2016-02, *Leases (Topic 842),* and all related amendments using the modified retrospective approach.

ASU No. 2016-02 requires lessees to recognize the assets and liabilities that arise from leases on the balance sheet. At lease inception, leases are classified as either finance leases or operating leases with the associated right-of-use asset and lease liability measured at the net present value of future lease payments. Operating leases are expensed on a straight-line basis as lease expense over the noncancelable lease term. Expenses for finance leases are comprised of the amortization of the right-of-use asset and interest expense recognized based on the effective interest method.

The new standard provides for several optional practical expedients. Upon transition to Topic 842, the Company elected:

- The package of practical expedients permitted under the transition guidance which does not require the Company to reassess prior conclusions regarding whether contracts are or contain a lease, lease classification and initial direct lease costs;

The new standard also provides for several accounting policy elections, as follows:

- The Company has elected the policy not to separate lease and nonlease components for vehicles;
- When the rate implicit in the lease is not determinable, rather than use the Company's incremental borrowing rate, the Company elected to use a risk-free discount rate for the initial and subsequent measurement of lease liabilities for all asset classes;
- The Company elected not to apply the recognition requirements to all leases with an original term of 12 months or less, for which the Company is not likely to exercise a renewal option or purchase the asset at the end of the lease; rather, short-term leases will continue to be recorded on a straight-line basis over the lease term; and
- The Company elected to account for its kitchen equipment leases using the portfolio approach; as such, leases that have similar commencement dates, length of terms, renewal options or other contract terms have been combined into a lease portfolio whereby the resulting accounting at the portfolio level does not differ materially from that at the individual lease level.

Additional required disclosures for Topic 842 are contained in Note 7.

3. Sale of Subsidiary

On November 9, 2022, the Company entered into a stock purchase agreement with MDF AP Holdings, LLC (the Buyer) with the intention of selling all outstanding shares of Everytable PRI SPV I, PBC to the Buyer. The transaction was completed on February 6, 2023 and all assets and liabilities of Everytable PRI SPV I, PBC were transferred to the Buyer. The aggregate purchase price for the shares was $1,000 in cash of which $947 was paid to the Company and the remainder to the minority owner. As part of the transaction, $2,856,575 of the Company's assets and $3,956,220 of the Company's liabilities were assumed by the Buyer. Additionally, $50,161 of noncontrolling interest was derecognized. As a result of the transaction, the Company recorded a gain on sale of $1,050,431.

Everytable Franchisor, PBC (Franchisor) and Everytable PRI SPV I, PBC (PRI) had entered into a Royalty Reimbursement Agreement in 2022, upon which the Franchisor may have needed to provide funding to PRI if PRI was unable to satisfy its repayment obligations to its lenders. The funding from the Franchisor was limited to royalties collected from franchisees that have received funding from PRI. As of December 31, 2023, the Franchisor has not entered into any agreements with franchisees and had not collected any royalties nor had it provided any funding to PRI to pay down its loans. The Royalty Reimbursement Agreement was terminated in September 2024, whereas both parties agreed to rescind the agreement as if it had never been executed. The Company has evaluated its relationship with PRI for variable interest entity considerations. In accordance with GAAP, variable interest entities (VIE's) are defined as entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support. A VIE is required to be consolidated by its primary beneficiary, which is the party that (i) has the power to control the activities that most significantly impact the VIE's economic performance; and (ii) has the obligation to absorb losses, or the right to receive benefits, of the VIE that could potentially be significant to the VIE. Management has evaluated its relationship with PRI and the Buyer and has determined that, by design and operation, the Company is not the primary beneficiary of PRI and the Buyer, and therefore consolidation is not required.

4. Inventories

Inventories consist of the following as of December 31, 2023 and January 1, 2023:

	December 31, 2023	January 1, 2023
Food and Beverage	$ 605,811	$ 512,206
Paper products and other	313,086	275,278
Total	$ 918,897	$ 787,484

5. Property and Equipment, Net

Property and equipment, net, consists of the following as of December 31, 2023 and January 1, 2023:

	December 31, 2023	January 1, 2023
Leasehold improvements	$ 10,013,854	$ 11,142,132
Machinery and equipment	6,421,608	5,767,503
Computer equipment and software	2,743,213	2,386,575
Furniture and fixtures	976,408	1,053,268
Automobiles	26,955	26,955
Construction in progress	485,360	3,748,466
	20,667,398	24,124,899
Less accumulated depreciation and amortization	(7,526,986)	(4,619,722)
Total	$ 13,140,412	$ 19,505,177

Depreciation and amortization expense related to property and equipment totaled $4,823,487 and $3,009,631 for the years ended December 31, 2023 and January 1, 2023, respectively.

The Company recorded impairment of property and equipment of $8,642,402 during the year ended December 31, 2023. No impairment was recorded during the year ended January 1, 2023. Refer to Note 1 on further information on the restructuring plan that was deemed to be an impairment indicator in 2023.

6. Notes Payable, Net

Notes payable consisted of the following as of December 31, 2023 and January 1, 2023:

	December 31, 2023	January 1, 2023
Notes payable to foundations	$ 1,000,000	$ 6,250,000
Credit and security agreement note payable	13,937,097	5,000,000
Note payable to nonprofit public benefit corporation	-	1,200,000
Equipment loans	494,363	338,554
Total notes payable	15,431,460	12,788,554
Less notes payable, current portion	(6,562,405)	(3,628,797)
Notes payable, net of current portion and debt issuance cost	$ 8,869,055	$ 9,159,757

Notes Payable to Foundations

In October 2018, the Company borrowed $1,500,000 from the W.K. Kellogg Foundation, a philanthropic foundation. The note accrues interest at a fixed rate of 2% per annum and calls for quarterly interest payments. The note is an unsecured, full recourse obligation of the Company. The principal is due in $250,000 semiannual installments starting in March 2023 and matures in October 2025. The restricted purpose of the loan is to support certain pilot programs aimed at expanding access to healthy food, creating jobs, providing job training and other educational opportunities, and providing employment and entrepreneurial opportunities to low-income persons and minorities. The outstanding balance as of December 31, 2023 and January 1, 2023 was $1,000,000 and $1,500,000, respectively. During the year ended January 1, 2023, payment terms of the note were amended to allow for deferral of certain principal and interest payments at the discretion of the lender.

In April 2020, the Company borrowed $1,000,000 from the Annenberg Foundation, a philanthropic foundation. The note accrues interest at 2% per annum compounded quarterly. The note calls for quarterly interest payments which commenced June 30, 2020 and quarterly principal payments commencing on June 30, 2024. Any outstanding principal and interest are payable in full on March 30, 2027, the maturity date of the loan. The agreement includes various financial covenants and the Company is in compliance with these covenants as of January 1, 2023. The purpose of this loan is to foster economic empowerment for low-income, disadvantaged or underserved entrepreneurs taking part in the Company's franchise pilot program. The outstanding balance as of January 1, 2023 was $1,000,000. The note was transferred to MDF AP Holdings, LLC following their acquisition of Everytable PRI SPV I, PBC in February 2023.

In April 2020, the Company borrowed $1,500,000 from California Wellness Foundation, a philanthropic foundation. The note accrues interest at 2% per annum compounded quarterly. The note calls for quarterly interest payments which commenced June 30, 2020 and quarterly principal payments commencing on June 30, 2024. Any outstanding principal and interest are payable in full on March 30, 2027, the maturity date of the loan. The agreement includes various financial covenants and the Company is in compliance with these covenants as of January 1, 2023. The purpose of this loan is to foster economic empowerment for low-income, disadvantaged or underserved entrepreneurs taking part in the Company's franchise pilot program. The outstanding balance as of January 1, 2023 was $1,500,000. The note was transferred to MDF AP Holdings, LLC following their acquisition of Everytable PRI SPV I, PBC in February 2023.

In October 2021, the Company borrowed $2,000,000 from the Sobrato Family Foundation, a private foundation. The note accrues interest at 4% per annum compounded quarterly. The note calls for quarterly interest payments which commenced January 1, 2023 and a $250,000 principal payment commencing on March 31, 2023. In September 2023 the note matured and the Company paid off the outstanding principle balance in full. The outstanding balance as of December 31, 2023 and January 1, 2023 was $0 and $2,000,000, respectively.

In January 2022, the Company borrowed $250,000 from Tarsadia Foundation, a private foundation. The note accrues interest at 2% per annum compounded quarterly. The note calls for annual interest payments which commenced January 31, 2023 and $62,500 principal payments annually commencing on January 31, 2026. Any outstanding principal and interest are payable in full on January 31, 2029, the maturity date of the loan. The outstanding balance as of January 1, 2023 was $250,000. The note was transferred to MDF AP Holdings, LLC following their acquisition of Everytable PRI SPV I, PBC in February 2023.

Credit and Security Agreement Note Payable

In September 2019, the Company entered into a credit and security agreement in order to fund its operations and strategic growth. As part of this agreement, the Company borrowed $2,000,000 from a third-party lender. The note bore interest at 12% per annum and called for monthly interest payments. The principal balance was due on September 1, 2022, which was the maturity date of the note. In February 2022, the Company paid off the outstanding principal balance in full.

In December 2022, the Company entered into a credit and security agreement to fund its operations and strategic growth. As part of this agreement, the Company borrowed $5,000,000 from a third-party lender. The note bears interest at 7% per annum and calls for monthly interest payments. The principal balance is due on December 21, 2026, which is the maturity date of the note. The note contains certain financial covenants of which the Company was in compliance as of December 31, 2023 and January 1, 2023. The outstanding balance as of December 31, 2023 and January 1, 2023 was $4,137,097 and $5,000,000, respectively. See Note 11 for further information.

In March 2023, the Company borrowed $4,800,000 from Everytable Social Equity Fund, LLC, a subsidiary of Everytable PRI SPV I, PBC, which was formed after the acquisition by MDF AP Holdings, LLC. The loan accrues interest at a fixed rate of 10% per annum and calls for monthly interest payments. The principal is due at maturity, on September 3, 2024. The purpose of the loan is to support the build out of locations to be sold to future franchisees within 18 months of the loan closing date. The note contains certain financial covenants of which the Company was in compliance as of December 31, 2023.The outstanding balance as of December 31, 2023, was $4,800,000. In August 2024, the Company paid off the loan and entered into a new loan agreement with Everytable Social Equity Fund, LLC for $4,800,000. See Note 11 for further information.

In March 2023, the Company entered into a loan agreement with Capital Impact Partners, a nonprofit organization. Under the loan agreement, the Company can obtain up to three secured term loans from the lender in an aggregate amount not exceeding the term loan commitment of $5,000,000. The Company has obtained a loan of $5,000,000 under this agreement in April 2023. The loan accrues interest at the treasury rate, as defined, per annum and commencing on March 1, 2025, the Company shall make consecutive monthly payments on each Interest Payment Date of principal in an amount necessary to fully amortize each term loan over an amortization period of thirty-six (36) months. The Company shall pay to the lender all outstanding principal of the term loans, all accrued and unpaid interest on the loans, and all other outstanding obligations in full on the maturity date on March 2, 2028. The outstanding balance as of December 31, 2023 was $5,000,000.

Note Payable to Nonprofit Public Benefit Corporation

In July 2020, the Company borrowed $500,000 from Dignity Health, a California nonprofit public benefit corporation. The note accrues interest at 2% per annum and calls for quarterly interest payments which commenced in November 2020. Commencing on the first anniversary of the loan and continuing on each anniversary thereafter through the maturity date in August 2027, the Company must pay to the lender $50,000 which will be applied first to any outstanding fees and charges owed to the lender, and then to the principal balance. The entire outstanding principal balance, plus accrued and unpaid interest, and any fees, and charges due to the lender are payable upon maturity in August 2027. The purpose of the loan is to support the social equity franchise model of the Company. The outstanding balance as of January 1, 2023 was $450,000. The note was transferred to MDF AP Holdings, LLC following their acquisition of Everytable PRI SPV I, PBC in February 2023.

In May 2021, the Company borrowed $750,000 from Impact Assets, a California nonprofit public benefit corporation. The note accrues interest at 2% per annum and calls for quarterly interest payments commencing in July 2021. Commencing on July 1, 2025 and following quarterly thereafter through the maturity date in May 2028, the Company must pay to the lender $57,692 in principal payment plus accrued interest. The entire outstanding principal balance, plus accrued and unpaid interest, and any fees, and charges due to the lender are payable upon maturity in May 2028. The purpose of the loan is to support the social equity franchise model of the Company. The outstanding balance as of January 1, 2023 was $750,000. The note was transferred to MDF AP Holdings, LLC following their acquisition of Everytable PRI SPV I, PBC in February 2023.

Equipment Loans

During the years ended December 31, 2023 and January 1, 2023, the Company borrowed funds to finance the purchase of certain equipment. The equipment loans bear interest ranging from 7.85% to 10.85% per annum and they mature between May 2025 to November 2028. The loans call for monthly or quarterly payments of principal and interest. The outstanding balance of the equipment loans was $494,363 and $338,554 as of December 31, 2023 and January 1, 2023, respectively.

Future Maturities

Future maturities of principal on notes payable are the following:

Years ending December 31	
2024	$ 6,562,405
2025	3,003,316
2026	3,765,878
2027	1,768,841
2028	331,020
Total	$ 15,431,460

7. Commitments and Contingencies

Legal Proceedings

The Company may be subject to various legal proceedings and claims that arise in the ordinary course of business. The Company estimates whether such liabilities are probable to occur and whether reasonable estimates can be made and accrues liabilities when both conditions are met.

During the year ended December 31, 2021, a former employee filed a putative class action matter entitled Reyes v. Everytable, PBC. The allegations relate to employee wage and benefit issues. This matter was resolved in March 2022 for a total settlement amount of $742,000 which was paid in June 2023. The Company has accrued the entire balance as of January 1, 2023 and it is included in accrued expenses on the accompanying consolidated balance sheets. The related loss was recorded in other expense for the year ended December 31, 2021.

As of December 31, 2023 and January 1, 2023, the Company is not a party to any other litigation that management believes would have a material impact on the business, operations, financial position, results of operations or cash flows.

Lease Commitments

The Company has entered into real property operating leases that are generally utilized for the operation of restaurants with original terms ranging from three to ten years. These leases have available renewal options, generally extending the terms of the underlying leases for up to an additional fifteen years. Certain of these leases additionally contain early termination options. The real property leases generally require the payment of fixed monthly base rent payments which may escalate over the term of the lease. The Company may also be responsible for paying percentage rent and other variable lease operating expenses including property taxes, insurance and maintenance and repair costs.

The Company has entered into operating leases related to office equipment with original terms of three years. These leases have available annual auto-renewal options and purchase options which allow the Company to purchase the asset at the end of the lease term at fair market value. The Company is responsible for paying variable lease operating expenses for these leases including property taxes, insurance and other expenses.

The Company has entered into operating and finance leases for kitchen equipment. Kitchen equipment operating leases generally have original terms up to two years with available month-to-month, quarter-to-quarter or year-to-year auto-renewal options. Certain of these leases have available purchase options which allow the Company to purchase the asset at the end of the lease term at fair market value. Kitchen equipment finance leases have terms ranging from three to five years with the option to purchase the equipment at a bargain purchase price upon the expiration of the lease term. The Company is responsible for paying variable lease operating expenses for these leases including property taxes, insurance and other expenses.

The Company has entered into vehicle operating and finance leases with terms ranging from five to six years. Most of these leases provide for annual early termination option for the purpose of purchasing the vehicle at the then current fair market value of the vehicle. One vehicle lease has an available option to purchase the vehicle at a bargain purchase price upon the expiration of the lease term.

Right-of-use assets represent the Company's right to use an underlying asset for the lease term, while lease liabilities represent the Company's obligation to make lease payments arising from the lease. Right-of-use assets and lease liabilities are recognized at the commencement date of a lease based on the net present value of lease payments over the lease term.

Certain of the Company's leases include options to renew or terminate the lease. Additionally, certain of the leases include purchase options to purchase the underlying asset at the end of the lease term for an amount as specified in the lease agreement. The exercise of lease renewals, early termination options and purchase options is at the Company's sole discretion. The Company regularly evaluates the renewal, early termination and purchase options and when they are reasonably certain of exercise, the Company includes such options in the lease term. Additionally, upon adoption of the new standard, the Company made judgments regarding lease terms for certain of its leases that were in month-to-month status or that contained auto-renewal clauses. The Company estimated a lease end date based on the required length of usage of the asset and calculated a right-of-use asset and lease liability with the resulting estimated lease term when applicable.

In determining the discount rate used to measure the right-of-use assets and lease liabilities, the Company uses the rate implicit in the lease, or if not readily available, the Company uses a risk-free rate based on U.S. Treasury notes or bond rates for a similar term.

Right-of-use assets are assessed for impairment in accordance with the Company's long-lived asset policy. The Company reassesses lease classification and remeasures right-of-use assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate new lease or upon certain other events that require reassessment in accordance with Topic 842. During the year ended December 31, 2023, the Company recorded an impairment loss of $21,601,938 on right of use assets.

The Company made significant assumptions and judgments in applying the requirements of Topic 842. In particular, the Company:

- Evaluated whether a contract contains a lease, by considering factors such as whether the Company obtained substantially all rights to control an identifiable underlying asset and whether the lessor has substantive substitution rights;
- Determined whether contracts contain embedded leases;
- Evaluated leases with similar commencement dates, lengths of term, renewal options or other contract terms, which therefore meet the definition of a portfolio of leases, whether to apply the portfolio approach to such leases; and
- Allocated consideration in the contract between lease and nonlease components for its real property, office and kitchen equipment classes of assets;

The Company does not have any material leasing transactions with related parties.

The following table summarizes the lease right-of-use assets and lease liabilities as of December 31, 2023 and January 1, 2023:

	December 31, 2023	January 1, 2023
Right-of-use assets:		
Operating leases	$ 14,831,715	$ 37,626,758
Finance leases	578,404	765,536
Total right-of-use assets	$ 15,410,119	$ 38,392,294
Lease liabilities:		
Current operating lease liabilities	$ 5,301,161	$ 3,170,307
Current finance lease liabilities	174,490	216,474
Long-term operating lease liabilities	33,383,037	36,079,162
Long-term finance lease liabilities	407,491	520,406
Total lease liabilities	$ 39,266,179	$ 39,986,349

Below is a summary of expenses incurred pertaining to leases during the years ended December 31, 2023 and January 1, 2023:

	December 31, 2023	January 1, 2023
Finance lease expense:		
Amortization of right-of-use assets	$ 150,012	$ 145,565
Interest on lease liabilities	18,464	25,201
Operating lease expense	6,324,906	3,855,080
Short-term lease expense	-	64,950
Variable lease expense	5,842	334,184
Total lease expense	$ 6,499,224	$ 4,424,980

The following table presents supplemental information related to leases as of December 31, 2023 and January 1, 2023:

	December 31, 2023	January 1, 2023
Weighted average remaining lease term (in years):		
Operating leases	10.21	11.67
Finance leases	3.84	4.68
Weighted average discount rate:		
Operating leases	3.01 %	2.81 %
Finance leases	2.58	3.02

The table below summarizes the Company's scheduled future minimum lease payments for years ending after December 31, 2023:

	Operating Leases	Finance Leases
Year ending December 31:		
2024	$ 6,349,160	$ 167,042
2025	4,907,036	149,202
2026	4,694,794	132,889
2027	3,880,457	139,616
2028	3,232,270	18,972
Thereafter	22,476,513	-
Total lease payments	45,540,230	607,721
Less present value discount	(6,856,032)	(25,740)
Total lease liabilities	38,684,198	581,981
Less current portion	(5,301,161)	(174,490)
Long-term lease liabilities	$ 33,383,037	$ 407,491

The following table includes supplemental cash flow and noncash information related to the leases for the year ended December 31, 2023:

Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	$ 5,697,052
Operating cash flows from finance leases	18,464
Financing cash flows from finance leases	157,109
Right-of-use assets obtained in exchange for lease liabilities:	
Operating leases	3,954,650

8. Stockholders' Equity

SAFE Equity Instruments

In 2018, the Company issued Simple Agreement for Future Equity (SAFE) equity instruments totaling $291,268 to effectuate a crowdfunding round. The SAFE equity instruments are only redeemable upon the occurrence of certain events, as defined. Since there is no mechanism to demand repayment of SAFE equity instruments without the occurrence of the related events, such instruments were classified in stockholders' equity as of December 31, 2023 and January 1, 2023. The SAFE crowdfunding was completed during the year ended December 31, 2018. During the years ended December 31, 2023 and January 1, 2023, the Company redeemed $0 and $383, respectively, in SAFE instruments from certain investors.

Common Stock

As of December 31, 2023 and January 1, 2023, the Company was authorized to issue 57,897,225 and 48,330,613 shares of common stock with a par value of $0.0001 per share, respectively. The Company's Board of Directors is authorized to determine the rights of each offering of stock including, among other terms, dividend rights, voting rights, conversion rights, redemption prices and liquidation preferences, if any, subject to the limitations of applicable laws, regulations and its charter. As of December 31, 2023 and January 1, 2023, there were 4,373,563 and 4,369,361 shares of common stock issued and outstanding, respectively, which were generally restricted based on service performed. Common stock shares are common voting shares primarily issued to founding members and employees as performance-based equity and generally vests over one to four years (see Note 9).

There were 4,202 and 2,396 shares of common stock issued for options exercised during the years ended December 31, 2023 and January 1, 2023. There were SAFE equity instruments exchanged for 254,378 of Series C-1 preferred stock during the year ended December 31, 2023. There were 28,173 shares of common stock exchanged for 28,173 shares of Series C preferred stock during the year ended January 1, 2023. There were no shares of common stock issued during the year ended December 31, 2023 or January 1, 2023.

The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers, and preferences of the holders of the preferred stock. The holders of the common stock are entitled to one vote for each share of common stock held.

Convertible Preferred Stock

As of December 31, 2023 and January 1, 2023, the Company was authorized to issue 42,499,570 and 34,047,857 shares of preferred stock with a par value of $0.0001 per share, respectively. The preferred stock was designated as:

- Series A preferred stock (Series A) with a purchase price of $1.295 per share, the Company was authorized to issue 4,397,070 shares of Series A as of both December 31, 2023 and January 1, 2023.
- Series A-1 preferred stock (Series A-1) with a purchase price of $1.036 per share, the Company was authorized to issue 2,888,989 and 2,914,123 shares of Series A-1 as of December 31, 2023 and January 1, 2023, respectively.
- Series A-2 preferred stock (Series A-2) with a purchase price of $1.036 per share, the Company was authorized to issue 2,038,376 and 2,063,276 shares of Series A-2 as of December 31, 2023 and January 1, 2023, respectively.
- Series A-3 preferred stock (Series A-3) with a purchase price of $1.832 per share, the Company was authorized to issue 3,286,101 shares of Series A-3 as of both December 31, 2023 and January 1, 2023.
- Series B preferred stock (Series B) with a purchase price of $2.373 per share, the Company was authorized to issue 6,724,491 shares of Series B as of December 31, 2023 and January 1, 2023. Series B shares were originally authorized during the year ended December 31, 2021.
- Series C preferred stock (Series C) with a purchase price of $3.916 per share, the Company was authorized to issue 14,372,097 shares of Series C as of both December 31, 2023 and January 1, 2023. Series C shares were originally authorized during the year ended December 31, 2021.

- Series C-1 preferred stock (Series C), with a purchase price of $1.022 the Company was authorized to issue 290,699 shares of Series C as of both December 31, 2023 and January 1, 2023. Series C-1 shares were originally authorized during the year ended January 1, 2023.
- Series C-2 preferred stock (Series C), with a purchase price of $4.1168 the Company was authorized to issue 8,501,747 shares of Series C as of December 31, 2023. Series C-2 shares were originally authorized during the year ended December 31, 2023.

The Company's Board of Directors is authorized to determine the rights of each offering of preferred stock including, among other terms, dividend rights, voting rights, conversion rights, redemption prices and liquidation preferences, if any, subject to the limitations of applicable laws, regulations and its charter. The following summarizes the terms of each series of preferred stock on December 31, 2023.

Dividends

Any dividend shall be distributed among the holders of preferred stock and common stock on a pro rata based on the number of shares held by each holder.

Liquidation

In the event of any liquidation transaction, the holders of Series C, Series C-1, and Series C-2 preferred stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Company to all other holders of the Company's stock, an amount equal to $3.916 per share, as adjusted, for each outstanding share of Series C preferred stock, an amount equal to $1.022 per share, as adjusted, for each outstanding share of Series C-1 preferred stock, and an amount equal to $4.1168 per share, as adjusted, for each outstanding share of Series C-2 preferred stock then held by them plus any declared but unpaid dividends on such shares.

After the Series C, C-1, and C-2 preference, the holders of Series B preferred stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Company to all other holders of the Company's stock, an amount equal to $2.373 per share, as adjusted, for each outstanding share of Series B preferred stock then held by them plus any declared but unpaid dividends on such shares.

After the Series C, C-1, C-2, and Series B preference, the holders of Series A preferred stock, Series A-1 preferred stock, Series A-2 preferred stock, and Series A-3 preferred stock, are entitled to receive, prior and in preference to any distribution of any of the assets of the Company to the holders of common stock, by reason of their ownership thereof, an amount per share equal to: (i) $1.295 per share, as adjusted, for each outstanding share of Series A plus any declared but unpaid dividends on those shares; (ii) $1.036 per share, as adjusted, for each outstanding share of Series A-1 plus any declared but unpaid dividends on those shares; (iii) $1.036 per share, as adjusted, for each outstanding share of Series A-2 plus any declared but unpaid dividends on those shares; and (iv) $1.832 per share, as adjusted, for each outstanding share of Series A-3 plus any declared but unpaid dividends on those shares.

For purposes of determining the amount of each holder of shares of preferred stock is entitled to receive in the event of any liquidation transaction, each such holder of preferred stock shall be deemed to have converted their shares into shares of common stock immediately prior to the liquidation transaction if, as a result of an actual conversion, such holder would receive, in the aggregate, an amount greater than the amount that would be distributed to such holder if such holder was deemed to have converted shares of preferred stock into shares of common stock. If any such holder were deemed to have converted shares of preferred stock into common stock, then such holder would not be entitled to receive any preferred distribution that would otherwise be made to holders of preferred stock that did not convert.

Conversion Rights

Each share of preferred stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, into such number of fully paid and nonassessable shares of common stock as determined by diving (i) $1.295 (as adjusted for stock splits, stock dividends, combinations, subdivision, recapitalizations or the like with respect to the Series A) in the case of the Series A preferred stock; (ii) $1.036 (as adjusted for stock splits, stock dividends, combinations, subdivision, recapitalizations or the like with respect to the Series A-1) in the case of the Series A-1 preferred stock; (iii) $1.036 (as adjusted for stock splits, stock dividends, combinations, subdivision, recapitalizations or the like with respect to the Series A-2) in the case of the Series A-2 preferred stock; and (iv) $1.832 (as adjusted for stock splits, stock dividends, combinations, subdivision, recapitalizations or the like with respect to the Series A-3) in the case of the Series A-3 preferred stock; (v) $2.373 (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Series B) in the case of the Series B preferred stock; (vi) $3.916 (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Series C) in the case of the Series C preferred stock; (vii) $1.022 (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Series C-1) in the case of the Series C-1 preferred stock; and (viii) $4.1168 (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Series C-2) in the case of the Series C-2 preferred stock.

Each share of preferred stock shall automatically be converted into such number of shares of common stock equal to the conversion rate then in effect for such share immediately upon the earlier of a qualified initial public offering or qualified sale, as defined.

Voting

The holders of preferred stock shall be entitled to the same voting rights as the holders of common stock and shall be entitled to the number of votes equal to the number of shares of common stock into which such shares of preferred stock could be converted.

9. Stock-Based Compensation

Stock Option Plan

All employees, directors, and consultants are eligible to be granted restricted common stock as performance-based equity and to be granted options to purchase common stock under the Company's 2016 Incentive Compensation Plan (2016 Plan) and 2022 Incentive Compensation Plan (2022 Plan) (collectively the Equity Plans).

Under provisions of the 2016 Plan, the Company is authorized to issue up to 13,297,649 shares of its common stock as of December 31, 2023, of which 3,852,257 shares have been granted, 1,460,099 cancelled and 182,896 exercised under stock option awards, leaving a balance of 2,209,262 outstanding stock option awards as of December 31, 2023. Under the 2016 Plan, 510,260 shares have been granted as restricted common stock awards, with a total of 344,222 shares canceled as of December 31, 2023. As of January 1, 2023, the Company is authorized to issue up to 13,297,649 shares of its common stock under provisions of the 2016 Plan, of which 3,852,257 shares have been granted, and 1,367,259 cancelled and 182,896 exercised under stock option awards, leaving a balance of 2,302,102 outstanding stock option awards as of January 1, 2023. Under the 2016 Plan, 510,260 shares have been granted as restricted common stock awards, with a total of 344,222 shares cancelled as of January 1, 2023.

Under provisions of the 2022 Plan, the Company is authorized to issue up to 5,969,286 shares of its common stock as of December 31, 2023, of which 5,362,512 shares have been granted, 606,019 cancelled and 4,202 exercised under stock option awards, leaving a balance of 4,752,291 outstanding stock option awards as of December 31, 2023. Under the 2022 Plan, 0 shares have been granted as restricted common stock awards, with a total of 0 shares cancelled as of December 31, 2023. Under provisions of the 2022 Plan, the Company is authorized to issue up to 5,969,286 shares of its common stock as of January 1, 2023, of which 4,854,722 shares have been granted, 153,125 cancelled and none exercised under stock option awards, leaving a balance of 4,701,597 outstanding stock option awards as of January 1, 2023. Under the 2022 Plan, 0 shares have been granted as restricted common stock awards, with a total of 0 shares cancelled as of January 1, 2023.

The purpose of the Company's stock-based compensation awards is to incentivize employees and other individuals who render services to the Company by providing opportunities to purchase stock in the Company. All options granted will expire four to ten years from their date of issuance. Stock options and restricted stock grant generally vest over one to four years from their date of issuance.

The Company's Board of Directors administers the Equity Plans, select the individuals to whom options will be granted, determine the number of options to be granted and the term and exercise price of each option. Incentive stock options and restricted stock granted pursuant to the terms of the Equity Plans cannot be granted with an exercise price of less than 100% of the fair market value of the underlying Company stock on the date of the grant. The fair value of each option grant is estimated on the date of grant using the Black-Scholes-Merton option-pricing model for incentive stock options granted to employees and on the reporting date for nonemployees. Because option-pricing models require the use of subjective assumptions, changes in these assumptions can materially affect the fair value of the options. The assumptions presented in the table below represent the weighted average of the applicable assumption used to value stock options at their grant date. The Company estimates expected volatility based on historical and implied volatility data of comparable companies. The expected term, which represents the period of time that options granted are expected to be outstanding, is estimated using the simplified method based on guidelines provided in SAB 107. The risk-free rate assumed in valuing the options is based on the U.S. Treasury yield curve in effect at the time of grant for the expected term of the option.

The following table summarizes information with respect to outstanding options to purchase common stock of the Company, at December 31, 2023 and January 1, 2023:

Fiscal Year	Exercise Price	Number Outstanding	Expiration Date
2023	$0.49 - $1.54	6,935,755	Between February 1, 2022 and December 15, 2032
2022	$0.49 - $1.54	6,973,699	Between February 1, 2022 and December 15, 2032

Following is a summary of key weighted average valuation assumptions for options granted during the year ended December 31, 2023:

Stock price	1.62
Risk free interest rates	4.22%
Expected lives (in years)	5.98
Dividend yield	-
Expected volatility	45%

Following is a summary of key weighted average valuation assumptions for options granted during the year ended January 1, 2023:

Stock price	$1.54
Risk free interest rates	3.63%
Expected lives (in years)	6.44
Dividend yield	-
Expected volatility	48%

Total compensation expense related to the stock options was $321,199 and $281,186 for the years ended December 31, 2023 and January 1, 2023, respectively. Total unrecognized compensation cost related to unvested stock options as of December 31, 2023 was $711,119 and is expected to amortize through October 2025.

10. Income Taxes

The provision for income taxes consisted of the following for the years ended December 31, 2023 and January 1, 2023:

	December 31, 2023	January 1, 2023
Current:		
Federal	$ -	$ -
State	12,990	5,704
	12,990	5,704
Deferred:		
Federal	-	-
State	-	-
Total provision for income taxes	$ 12,990	$ 5,704

Deferred income taxes reflect the net tax effects of (a) temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes, and (b) operating losses and tax credit carryforwards.

Significant items making up deferred tax assets and liabilities as of December 31, 2023 and January 1, 2023 are as follow as:

	December 31, 2023	January 1, 2023
Deferred tax assets:		
Deferred rent	$ 6,480,859	$ 331,380
Net operating loss carryforwards	30,393,143	19,006,843
Tax credits	11,184	11,184
Stock options	51,920	20,743
Accrued expenses	701,621	548,028
Allowance for doubtful accounts	16,525	32,296
Other	26,945	24,887
	37,682,197	19,975,361
Less valuation allowance	(37,509,413)	(18,069,267)
Total deferred tax assets	172,784	1,906,094
Deferred tax liabilities:		
Unrealized loss on investments	1,961	(14,475)
Fixed assets	(174,745)	(1,891,619)
Total deferred tax liabilities	(172,784)	(1,906,094)
Net deferred taxes	$ -	$ -

ASC 740 requires that the tax benefit of net operating losses, temporary differences and credit carryforwards be recorded as an asset to the extent that management assesses that realization is more likely than not. Realization of the future tax benefits is dependent on the Company's ability to generate sufficient taxable income within the carryforward period. Because of the Company's recent history of operating losses, management believes that recognition of the deferred tax assets arising from the above-mentioned future tax benefits is currently not likely to be realized and, accordingly, has provided a valuation allowance as of both December 31, 2021 and 2020.

The Company's income tax returns for tax years 2018 through 2021 may be subject to examination by federal and state taxing authorities. Because application of tax laws and regulations for many types of transactions is susceptible to varying interpretations, amounts reported in the accompanying consolidated financial statements could be changed at a later date upon final determination by taxing authorities.

Net operating losses and tax credit carryforwards as of December 31, 2023 and January 1, 2023 are as follows:

	December 31, 2023	January 1, 2023
Net operating losses, federal	$ 113,381,735	$ 70,274,631
Tax credits, federal	$ 11,184	$ 11,184

The effective tax rate of the Company's provision for income taxes differs from the federal statutory rate for the years ended December 31, 2023 and January 1, 2023 is as follows:

	December 31, 2023	January 1, 2023
Statutory rate	21.00 %	21.00 %
State tax	6.94	7.10
Permanent differences	(0.08)	0.41
Return to provision	0.00	(0.14)
Valuation allowance	(27.88)	(28.39)
Total	(0.02) %	(0.02) %

11. Subsequent Events

The Company undertook business transformation actions in January 2024 (Note 1), which included the closure of the New York market and 15 stores in Southern California, closure of Compton Commissary, discontinued servicing of CVS locations in California and New York, reduction of size of the logistics fleet, reduction in workforce, liquidation of assets in closed stores and commissaries, and termination of leases.

On January 3, 2024, the Company's shareholders authorized the issuance of 39,802,579 shares of Series D Preferred Stock at a cash purchase price of $0.6281 per share. The Company also increased the authorized number of shares of Common Stock to 108,663,163. On January 18, 2024, the Company closed $22 million of Series D Preferred Stock equity financing issuing a total of 35,015,627 shares of Series D Preferred Stock.

On August 6, 2024, the Company paid off the existing $4,800,000 loan from Everytable Social Equity Fund, LLC and entered into a new loan agreement with the maturity date of February 1, 2026. The new loan has a principal balance of $4,800,000 and it accrues interest at a fixed rate of 10% per annum and calls for monthly interest payments. The purpose of the loan is to support the build out of locations to be sold to future franchisees.

Management has evaluated subsequent events through September 27, 2024, the date the consolidated financial statements were available to be issued. Based on this evaluation, no additional material events were identified which require adjustment or disclosure in the consolidated financial statements.