

AGREEMENT BETWEEN COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER AND THE POWER PLANT LLC

This AGREEMENT is made and entered into by and between County of Monterey, on behalf of Natividad Medical Center, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and The Power Plant LLC, hereinafter referred to as "CONTRACTOR."

1.0 RECITALS

County of Monterey ("County") owns and operates Natividad, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care hospital license.

WHEREAS, COUNTY has invited proposals through the Request for Proposals RFP# 9600-97 to provide **COFFEE VENDOR SERVICES**, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

2.0 PERFORMANCE OF THE AGREEMENT

- 2.1 After consideration and evaluation of the CONTRACTOR'S proposal, COUNTY hereby engages CONTRACTOR to provide the services set forth in RFP #9600-97 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-97. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix
RFP #9600-97 plus all associated Addenda
CONTRACTOR'S Proposal dated Friday, July 11, 2025
Certificate of Insurance
Additional Insured Endorsements

- 2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT,

CONTRACTOR's Proposal, RFP #9600-97 including all attachments and exhibits, Addenda issued, CONTRACTOR's Qualifications Package, Certificate of Insurance and Additional Insured Endorsements.

- 2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 2.4.1 CONTRACTOR must maintain all licenses and permits throughout the term of the AGREEMENT.
- 2.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

3.0 SCOPE OF SERVICE

3.1 Contractor Minimum Work Performance Percentage

The CONTRACTOR shall perform 100 percent of all work under this Agreement. CONTRACTOR shall not subcontract any work to third party contractors.

3.2 Product Offering

The Contractor shall:

- Offer a diverse, high-quality selection of coffee beverages, including but not limited to espresso, lattes/specialty drinks, and drip coffee, as well as a variety of tea options.
 - Provide a range of alternative milk options, including almond, oat, and soy.
 - Optionally, offer food items, with an emphasis on healthy food choices if applicable.
 - Clearly post the menu and pricing in English; Spanish translation is optional.
 - Product offerings are further discussed in *Exhibit-A: Rate Sheet/Charges to Customers*.
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3.3 Operation

The Contractor shall:

- Operate the coffee vending service at NMC Monday through Friday during mutually agreed-upon business hours (e.g., 7:00 a.m. to 5:00 p.m.), with flexibility for adjustments as needed.
 - Provide an online ordering system to reduce customer wait times and enhance service efficiency.
-

3.4 Equipment & Supplies

The Contractor shall:

- Furnish all equipment necessary for the preparation of coffee and beverages, including espresso machines, grinders, and brewers, and maintain such equipment in good working order.
 - Ensure a consistent supply of all necessary items (e.g., coffee beans, milk, cups) for uninterrupted service.
 - Ensure that the Mobile Food Facility (MFF) is capable of parking on the sidewalk near Building 400, in compliance with site parking restrictions as deemed by Natividad and fire safety regulations.
 - Operate a fully self-contained MFF with an integrated floor, ensuring that all coffee and food preparation occurs within the vehicle or trailer to maintain cleanliness and prevent site contamination.
-

3.5 Staffing

The Contractor shall:

- Employ qualified, trained baristas to prepare and serve beverages and food as needed.
 - Maintain professional, courteous, and efficient service environment at all times.
-

3.6 Health & Safety

The Contractor shall:

- Comply with all applicable local, county, and state health regulations pertaining to food and beverage service.
- Maintain a clean and sanitary work area, including the surrounding premises, and promptly address any spills, litter, or other cleanliness issues in the vicinity of the MFF.
- Obtain and maintain all necessary permits, licenses, and insurance as required by county, fire, and health authorities.

3.7 Business Agreement, Reporting & Feedback

The Contractor shall:

- ¹Provide one (1) complimentary coffee beverage of its choice to Natividad staff during Hospital Week, occurring annually in the second week of May. The offer is non-transferable and will be coordinated by the Human Resources Department. The purpose of offering this complimentary beverage offer is to reward NMC staff for their dedicated service to the community.
- Be responsible for all expenses related to the operation and staffing of the business.
- Not transfer, assign, sublet, or share the designated service space without prior written approval from Natividad.
- Submit monthly reports detailing sales volume by date and time, customer feedback, and any notable operational issues.
- Maintain open and ongoing communication with Natividad Medical Center staff regarding service delivery, operating hours, and any changes to the menu.
- CONTRACTOR shall dispose of used/ waste/greywater by a Monterey County licensed wastewater company and removed from the site. This service can be arranged to occur during hours of the day when staff and visitors at NMC are at a minimum. Wastewater shall never be discharged at NMC's facility sinks, Environmental Services (EVS) closets, bathrooms, or in any other form.
- CONTRACTOR may use the COUNTY dumpster in the parking lot adjacent to the Emergency Department for daily trash needs. CONTRACTOR shall not dispose of hazardous materials including chemicals and sharps, including knives, in the dumpster.
- **If CONTRACTOR requires and utilizes COUNTY-provided utilities (e.g., water, electricity), the CONTRACTOR shall be responsible for re-imbursing the COUNTY for all metered usage costs. The COUNTY will assess utilities usage, and invoice these charges monthly based on the utility rates in effect at the time of usage.**

3.8 Parking of MFF on Natividad Medical Center's Premises (Including Overnight Parking)

- It is mutually understood and agreed that in the event the County allows CONTRACTOR to leave their MFF/Trailer and equipment overnight, the County provides no security or assurances for the safety of the CONTRACTOR's MFF/trailer, equipment, or contents, and assumes no responsibility for any loss, damage, or theft. All equipment is left on the property entirely at the CONTRACTOR's own risk.

¹ All COUNTY employee directly involved in this RFP bidding process shall be prohibited from receiving complimentary beverage offers by CONTRACTOR.

4.0 TERM OF AGREEMENT

- 4.1 The initial term shall commence on October 1, 2025 through and including September 30, 2028, with the option to extend the AGREEMENT(s) two (2) additional one (1) year periods. COUNTY is not required to state a reason if it elects not to renew this AGREEMENT.
- 4.2 If COUNTY exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 4.3 COUNTY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

5.0 COMPENSATION AND PAYMENTS

- 5.1 CONTRACTOR shall operate as an independent vendor and shall not receive compensation or subsidy from the COUNTY or Natividad Medical Center for services rendered under this Agreement. All revenues generated from sales of beverages and food items shall be retained by the CONTRACTOR. The CONTRACTOR shall be responsible for any and all operating costs, including but not limited to labor, equipment, supplies, permits, insurance, and utility charges. **If CONTRACTOR requires and utilizes COUNTY-provided utilities (e.g., water, electricity), the CONTRACTOR shall be responsible for re-imbursing the COUNTY for all metered usage costs. The COUNTY will assess utilities usage, and invoice these charges monthly based on the utility rates in effect at the time of usage.**
- 5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. COUNTY does not guarantee any minimum or maximum amount of dollars spent under this AGREEMENT.
- 5.3 CONTRACTOR shall price product offerings to customers in accordance with ***Exhibit-A: Rate Sheet/Charges to Customers.***
- 5.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 5.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTY in writing.
- 5.6 Tax:
- 5.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 5.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

6.0 INVOICES AND PURCHASE ORDERS

- 6.1 Invoices for all utilities charged by COUNTY to CONTRACTOR per this AGREEMENT shall be billed directly The Power Plant LLC at the following address:

The Power Plant LLC
7990 Highway 1
Moss Landing, CA
95039

- 6.2 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

7.0 INDEMNIFICATION

- 7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.0 INSURANCE REQUIREMENTS

- 8.1 Evidence of Coverage:

- 8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 8.1.2 This verification of coverage shall be sent to the County of Monterey's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County of Monterey. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

8.1.3 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County of Monterey's Purchasing Officer.

8.2 Insurance Coverage Requirements:

8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

8.2.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

8.2.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

8.2.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

8.3 Other Insurance Requirements:

8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to

transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- 8.3.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 8.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 8.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

9.0 RECORDS AND CONFIDENTIALITY

- 9.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 9.2 County of Monterey Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 9.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY and Natividad Medical Center rules and regulations related to services performed under this AGREEMENT.
- 9.4 Access to and Audit of Records: Natividad Medical Center (COUNTY) have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.
- 9.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

10.0 NON-DISCRIMINATION

- 10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such

discrimination.

- 10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

11.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 11.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 11.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 100 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 11.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 11.4 Any subcontractor shall comply with all of COUNTY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

12.0 CONFLICT OF INTEREST

- 12.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of County.

13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to Natividad's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.
- 13.4 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

14.0 DRUG FREE WORKPLACE

- 14.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the County's policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads no contest to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the NMC department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

15.0 TIME OF ESSENCE

- 15.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

16.0 PERFORMANCE ASSURANCE

16.1 Assurance of Performance: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If COUNTY accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.0 TRAVEL REIMBURSEMENT

17.1 Travel reimbursements are not permitted for this AGREEMENT.

18.0 EMERGENCY SITUATIONS

18.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide COUNTY with all available supplies, materials, equipment and/or services on a priority basis.

19.0 NON-APPROPRIATIONS CLAUSE

19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for COUNTY for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, COUNTY will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY or are otherwise available for payments.

20.0 NOTICES

20.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

20.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:
Natividad Medical Center
Attn: CONTRACTS DIVISION
1441 Constitution Blvd
Salinas, CA 93906

TO CONTRACTOR:
The Power Plant LLC
7990 Highway 1
Moss Landing, CA
95039

21.0 LEGAL DISPUTES

- 21.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 21.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 21.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 21.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

22.0 GENERAL PROVISIONS

- 22.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 22.2 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. Subject to Section 22.3, no other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.
- 22.3 Exhibits. The attached Exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.
- 22.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.
- 22.5 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.
- 22.6 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

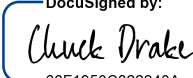
Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

The Power Plant LLC
CONTRACTOR's Business Name
See instructions below
DocuSigned by:
By: 
66F1950C822240A
(Signature of: Chair, President, or Vice-President)

Managing Member

Name and Title

Date: 9/18/2025 | 12:09 PM PDT

By: _____
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

*****Instructions*****

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

Exhibit-A: Rate Sheet/Charges to Customers

Categories	Item Name	Variation Name	Price
Baked Goods	Almond Croissant	Regular	6.50
Baked Goods	Apple slipper	Regular	5.65
Baked Goods	Apricot Tartlette	Regular	6.25
Baked Goods	Banana Bread	Regular	5.75
Baked Goods	Bear Claw	Regular	5.50
Baked Goods	Breakfast Muffin	Regular	5.25
Baked Goods	Butterscotch Blondie	Regular	5.50
Baked Goods	Cheese Scone	Regular	6.50
Baked Goods	Cheesecake	Regular	6.95
Baked Goods	Chocolate Chunk W Flake Sa	Regular	5.00
Baked Goods	Chocolate Croissant	Regular	5.00
Baked Goods	Cinnamon Roll	Regular	6.00
Baked Goods	Crimpy, Olallieberry	Regular	4.75
Baked Goods	Espresso Brownie	Regular	5.75
Baked Goods	Everything Cookie	Regular	5.50
Baked Goods	Fruit Tart	Regular	4.50
Baked Goods	GF Vegan Chocolate Chip Co	Regular	5.00
Baked Goods	Lemon Bar	Regular	6.00
Baked Goods	Mini Almond Croissant	Regular	3.75
Baked Goods	Morning Bun	Regular	5.65
Baked Goods	Neces GF Muffins	Lemon Poppyseed	5.75
Baked Goods	Neces GF Muffins	Coffee Cake	5.75
Baked Goods	Neces GF Muffins	Blueberry	5.75
Baked Goods	Oatmeal Raisin Cookie	Regular	5.00
Baked Goods	Persimmon Bread	Regular	7.50
Baked Goods	Plain Croissant	Regular	4.75
Baked Goods	Scone,pear Ginger	Regular	5.25
Baked Goods	Strawberry Tartlette	Regular	6.25
Breakfast Eat	Meat Frittata	Regular	7.95
Breakfast Eat	Plain Bagel	Regular	4.25
Breakfast Eat	Veggie Frittata	Regular	7.50
Candy	M&M's	Regular	2.95
Candy	Peanut Butter Cups, Justin's	Regular	2.95
Candy	Roberts Ferry- Gummy Bear	Regular	3.25
Candy	Roberts Ferry- Sour Gummy	Regular	3.95
Candy	Snickers	Regular	2.95
Candy	Twix	Regular	2.95
Coffee	ACME Retail Beans Decaf	Regular	18.00
Coffee	ACME Retail Beans Espresso	Regular	18.00

Categories	Item Name	Variation Name	Price
Coffee	ACME Retail Beans PowerGli	Regular	18.00
Coffee	ACME Retail Beans Road Dog	Regular	18.00
Coffee	Americano	12oz	4.25
Coffee	Americano	16oz	4.25
Coffee	Cafe Au Lait	12oz	4.00
Coffee	Cafe Au Lait	16oz	4.50
Coffee	Cappuccino	12oz	6.25
Coffee	Cappuccino	16oz	6.75
Coffee	Chai Latte	12oz	6.25
Coffee	Chai Latte	16oz	6.75
Coffee	Cold Brew	16oz	6.25
Coffee	Drip Coffee	12oz	2.25
Coffee	Drip Coffee	16oz	2.75
Coffee	Espresso	6oz	4.25
Coffee	Espresso	2oz	2.25
Coffee	Golden Milk	12oz	6.25
Coffee	Golden Milk	16oz	6.75
Coffee	Hot Chocolate	12oz	3.50
Coffee	Hot Chocolate	16oz	4.00
Coffee	Latte	12oz	6.25
Coffee	Latte	16oz	6.75
Coffee	London Fog	12oz	4.75
Coffee	London Fog	16oz	5.25
Coffee	Macchiato / Cortado	Macchiato	4.75
Coffee	Macchiato / Cortado	Cortado	4.75
Coffee	Matcha Latte	12oz	6.25
Coffee	Matcha Latte	16oz	6.75
Coffee	Mocha	12oz	6.25
Coffee	Mocha	16oz	6.75
Coffee	Refill Coffee	Regular	1.75
Coffee	Steamer	12oz	3.00
Coffee	Steamer	16oz	3.50
Coffee	Tea Latte	Regular	4.50
Coffee	Zum Zum Tea 2oz	Bingo Blueberry	8.00
Coffee	Zum Zum Tea 2oz	Zum Zum House	7.25
Coffee	Zum Zum Tea 2oz	The Flu Fighter	8.50
Coffee	Zum Zum Tea 2oz	Winter Cherry	8.00
Coffee	Zum Zum Tea 2oz	Green	8.00

Categories	Item Name	Variation Name	Price
Coffee	Zum Zum Tea 2oz	Turmeric Ginger P	8.50
Drinks (SKQ16	Aura Bora	Regular	6.00
Drinks (SKQ16	Aura Bora	Regular	6.00
Drinks (SKQ16	Better Booch (Citrus Sunrise	Regular	3.99
Drinks (SKQ16	Better Booch (Ginger Boost)	Regular	3.99
Drinks (SKQ16	Better Booch (Golden Pear)	Regular	3.99
Drinks (SKQ16	Better Booch (Morning Glory)	Regular	3.99
Drinks (SKQ16	Better Booch Rose	Regular	3.99
Drinks (SKQ16	Boxed Water 500ml	Regular	3.50
Drinks (SKQ16	Chlorophyll Water	Regular	4.75
Drinks (SKQ16	Coconut Water, Harmless Ha	Regular	4.25
Drinks (SKQ16	Coke, Regular	Regular	2.45
Drinks (SKQ16	Coke, Diet	Regular	2.45
Drinks (SKQ16	Coke, Zero	Regular	2.45
Drinks (SKQ16	Culture Pop Soda	Watermelon Lime	3.95
Drinks (SKQ16	Culture Pop Soda	Orange Mango	3.95
Drinks (SKQ16	Culture Pop Soda	Wild Berries	3.95
Drinks (SKQ16	Culture Pop Soda	Black Cherry	3.95
Drinks (SKQ16	DRAM - Adaptogenic Mushro	default	4.25
Drinks (SKQ16	DRAM - Cardamom & Black T	default	4.25
Drinks (SKQ16	DRAM - Citrus & Blossoms S	default	4.25
Drinks (SKQ16	DRAM - Holy Basil & Lemon	default	4.25
Drinks (SKQ16	Daytrip Coconut Pineapple	Regular	3.95
Drinks (SKQ16	Daytrip Lemon Lime	Regular	3.95
Drinks (SKQ16	Droplet	Regular	6.00
Drinks (SKQ16	Droplet	Regular	6.00
Drinks (SKQ16	Droplet	Regular	6.00
Drinks (SKQ16	Gist, Chamomile		4.70
Drinks (SKQ16	Gist, Ginger	Regular	4.70
Drinks (SKQ16	Guru Energy Drink	Lite	3.50
Drinks (SKQ16	Guru Energy Drink	Original	3.50
Drinks (SKQ16	Heywell - heywell calm + hy	default	6.00
Drinks (SKQ16	Heywell Drink	Regular	6.00
Drinks (SKQ16	Heywell Drink	Immunity	6.00
Drinks (SKQ16	Heywell Drink	Calm And Hydrate	6.00
Drinks (SKQ16	Heywell Drink	Calm And Restore	6.00
Drinks (SKQ16	Heywell Drink	Energy And Focus	6.00
Drinks (SKQ16	Huzzah Probiotic Seltzer	Regular	4.00

Categories	Item Name	Variation Name	Price
Drinks (SKQI6	Inner Immune Orange Zest	Regular	6.00
Drinks (SKQI6	Inner Immune Watermelon	Regular	6.00
Drinks (SKQI6	Juice- Natalies	Grapefruit	5.75
Drinks (SKQI6	Juice- Natalies	Orange Beet	5.75
Drinks (SKQI6	Juice- Natalies	Tangerine	5.75
Drinks (SKQI6	Juice- Natalies	Orange	5.75
Drinks (SKQI6	Juice- Natalies	Pineapple Kale	5.75
Drinks (SKQI6	Juice- Natalies	Carrot Ginger	5.75
Drinks (SKQI6	Juice- Natalies	Aura	5.75
Drinks (SKQI6	Juice- Natalies	Resilient	5.75
Drinks (SKQI6	Juice- Natalies	Blood Orange	5.75
Drinks (SKQI6	Kombucha Bubbly Rose	Regular	4.25
Drinks (SKQI6	La Croix	Tangerine	3.50
Drinks (SKQI6	La Croix	Beach Plum	3.50
Drinks (SKQI6	La Croix	Pure	3.50
Drinks (SKQI6	La Croix	Pasteque	3.50
Drinks (SKQI6	La Croix	Apricot	3.50
Drinks (SKQI6	La Croix	Guava	3.50
Drinks (SKQI6	Large Simple Water	Regular	5.50
Drinks (SKQI6	Maple Water	Regular	3.25
Drinks (SKQI6	Niagara Water	Regular	1.25
Drinks (SKQI6	Pathwater	Regular	3.00
Drinks (SKQI6	Pellegrino Sparkling Water	Regular	3.45
Drinks (SKQI6	Ph Water	Regular	3.00
Drinks (SKQI6	Poppi Prebiotic Soda	Orange	3.95
Drinks (SKQI6	Poppi Prebiotic Soda	Root Beer	3.95
Drinks (SKQI6	Poppi Prebiotic Soda	Ginger Lime	3.95
Drinks (SKQI6	Poppi Prebiotic Soda	Strawberry Lemon	3.95
Drinks (SKQI6	Poppi Prebiotic Soda	Watermelon	3.95
Drinks (SKQI6	Poppi Prebiotic Soda	Raspberry Rose	3.95
Drinks (SKQI6	Poppi Prebiotic Soda	Cherry Limeade	3.95
Drinks (SKQI6	Recess Blood Orange	Regular	4.99
Drinks (SKQI6	Recess Peach Ginger	Regular	4.99
Drinks (SKQI6	Recess Strawberry Rose	Regular	4.99
Drinks (SKQI6	Sound Blood Orange	Regular	4.00
Drinks (SKQI6	Sound Blueberry	Regular	4.00
Drinks (SKQI6	Sound Grapefruit	Regular	4.00
Drinks (SKQI6	Spindrift	lemon	3.00

Categories	Item Name	Variation Name	Price
Drinks (SKQI6Spindrift		lime	3.00
Drinks (SKQI6Spindrift		grapefruit	3.00
Drinks (SKQI6Tejava Black Tea		Regular	2.75
Drinks (SKQI6Wildwonder		Regular	6.00
Drinks (SKQI6Wildwonder		Regular	6.00
Drinks (SKQI6Wildwonder		Regular	6.00
Grab & Go	Bacon Breakfast Burrito	Regular	8.50
Grab & Go	Bacon Breakfast Sandwich	Regular	7.50
Grab & Go	Blueberry Yogurt Parfait	Regular	6.95
Grab & Go	Broccoli Salad	Regular	4.50
Grab & Go	Caesar Salad	Regular	8.95
Grab & Go	Caprese Salad	Regular	5.50
Grab & Go	Chia Pudding	Regular	6.75
Grab & Go	Curry Chickpea Salad	Regular	5.95
Grab & Go	Fruit Bites - Peach Raspberry		3.99
Grab & Go	Fruit Bites - Sour Apple & Ch		3.99
Grab & Go	Fruit Cup	Regular	5.95
Grab & Go	Ham & Peppered Jack	Regular	8.95
Grab & Go	House Vegan Cheesecake	Regular	8.95
Grab & Go	Hummus Wrap	Regular	8.95
Grab & Go	Mojo Sprouts	Regular	8.50
Grab & Go	Overnight Oats	Regular Oats	5.50
Grab & Go	Overnight Oats	Almond Butter Oa	8.50
Grab & Go	Salami & Cheese Pack	Regular	7.99
Grab & Go	Salami & Provolone Sandwic	Regular	8.95
Grab & Go	Soutwest Salad	Regular	5.95
Grab & Go	Strawberry Spinach Salad	Regular	8.95
Grab & Go	Turkey Pesto Sandwich	Regular	8.75
Grab & Go	Veggie Breakfast Burrito	Regular	8.25
Grab & Go	Veggie Breakfast Sandwich	Regular	7.25
Grab & Go	Z Adaptogen Cacao Chia	Regular	8.95
Grab & Go	Z Superfruit Chia	Regular	7.95
Snacks	BARE ORGANIC APPLE CHIP	Regular	2.45
Snacks	BBQ Kettle Chips	5oz	2.99
Snacks	BBQ Kettle Chips	2oz	1.50
Snacks	Baceae Chocolate Berry Bar	Regular	6.00
Snacks	Baceae Chocolate Coffee Cru	Regular	6.00
Snacks	Baceae Granola Bar	Regular	6.00

EXHIBIT A – PRICING/ RATE SHEET

Categories	Item Name	Variation Name	Price
Snacks	Baked Pita Chips	Sea Salt	2.00
Snacks	Baked Pita Chips	Rosemary	2.00
Snacks	Barnana Plantain Chips	Regular	6.00
Snacks	Bear Fruit Roll-ups	Raspberry	2.00
Snacks	Bear Fruit Roll-ups	strawberry	2.00
Snacks	Bear Fruit Roll-ups	Mango	2.00
Snacks	Bearclaw Bar	Chocolate Hour	4.25
Snacks	Bearclaw Bar	Nutty Morning	4.25
Snacks	Beef Jerky, Baja Vida, 2.5 oz	Regular	8.95
Snacks	Best Fronds Forever	Regular	8.00
Snacks	Big Spoon Roasters - Cherry	default	2.50
Snacks	Big Spoon Roasters - Cranbe	default	2.50
Snacks	Big Spoon Roasters - Lemon	default	2.99
Snacks	Blue Corn Tortilla Chips	Regular	4.99
Snacks	Blue Dinosaur Cocoa Mint	Regular	2.99
Snacks	Blue Dinosaur Wild Apricot	Regular	2.99
Snacks	Cacao & Sea Salt Sprouted A	Regular	3.49
Snacks	Cherry Berry Nut Medley	1.5oz	3.49
Snacks	Chocolate Almonds	Regular	6.50
Snacks	Chocolate Date Bars - Triple		3.99
Snacks	Christie's - Christie's Sea Sal	default	5.99
Snacks	Christie's - Sour Cream and	default	5.99
Snacks	Christie's Nacho Potato Chip	default	3.95
Snacks	Christie's Sea Salt and Vineg	default	3.95
Snacks	Coffee-Soaked Sprouted Alm	Regular	3.49
Snacks	Corn Chips, Have'A	Regular	5.95
Snacks	Creminelli's Charcuterie	Regular	8.75
Snacks	Creminelli's Charcuterie	Prosciutto & Moza	8.75
Snacks	Creminelli's Charcuterie	Prosciutto\ Moz\Gr	8.75
Snacks	Creminelli's Charcuterie	Sopressata & Jack	8.75
Snacks	Cult Crackers - Classic Seed	default	8.00
Snacks	Cult Crackers - Crunchy Cas	default	8.00
Snacks	Delisnacks - Apple Chips		6.75
Snacks	Delisnacks - Beet Chips		6.75
Snacks	Delisnacks - Sweet Potato C		6.75
Snacks	Dill Pickle Kettle Chips	5oz	2.99
Snacks	Dill Pickle Kettle Chips	2oz	1.50
Snacks	Earnest Eats - Snacking Avo	default	5.00

EXHIBIT A – PRICING/ RATE SHEET

Categories	Item Name	Variation Name	Price
Snacks	Earnest Eats - Snacking Avo	default	5.00
Snacks	Eden's Sweet Ideas	Pistachio Coconut	6.95
Snacks	Eden's Sweet Ideas	Peanut Chocolate	6.95
Snacks	Eden's Sweet Ideas	Coconut Chia	6.95
Snacks	Eden's Sweet Ideas	Figs Walnut	6.95
Snacks	Elma Farms - Oloves - Lem	default	1.50
Snacks	Elma Farms - Oloves - Basil	default	2.50
Snacks	Elma Farms - Oloves - Chili	default	2.50
Snacks	Endorphin Chocolate	Tumeric Golden Mi	5.99
Snacks	Endorphin Chocolate	Ginger Rose	5.99
Snacks	Endorphin Chocolate	Extra Dark & Salt	5.99
Snacks	Endorphin Chocolate	Coconut Mylk	5.99
Snacks	Endorphin Chocolate	Turkish Coffee	5.99
Snacks	Freeze Dried Avocado	Everything	4.99
Snacks	Freeze Dried Avocado	Sea Salt Lime	4.99
Snacks	Friendly Grains Rollers	Regular	5.50
Snacks	Fruit Bliss	Regular	7.50
Snacks	Giddy Up Nuts - 6 oz Coffee	default	9.00
Snacks	Giddy Up Nuts - 6 oz Lemon	default	9.00
Snacks	Giddy Up Nuts - 6 oz Rosem	default	9.00
Snacks	Gwell - Energize Japanese M	default	6.00
Snacks	Gwell - Rest Black Forest Ch	default	6.00
Snacks	Gwell - Restore Pineapple an	default	6.00
Snacks	Hedgehog in the Fog	Regular	8.00
Snacks	Hen of the Woods - Butterm	default	3.99
Snacks	Hen of the Woods - Carolina	default	3.99
Snacks	Hen of the Woods - Red Win	default	3.99
Snacks	Hen of the Woods - Sea Salt	default	3.99
Snacks	Honey Mama's - Coffee Nib	default	6.50
Snacks	Honey Mama's - Lavender R	default	6.50
Snacks	Honey Mama's - Salted Almo	default	6.50
Snacks	Honey Mama's - Tahini Tang	default	6.50
Snacks	Honey Sriracha Kettle Chips	5oz	2.99
Snacks	Honey Sriracha Kettle Chips	2oz	1.50
Snacks	Hot Dates	Regular	7.99
Snacks	Hot Dates	Coffee Hot Date	8.99
Snacks	Hummus and Pretzel Snack,	Regular	4.75
Snacks	Hummus, Tribe 8oz.	Regular	4.95

EXHIBIT A – PRICING/ RATE SHEET

Categories	Item Name	Variation Name	Price
Snacks	IOBar Almond Butter Chip	Regular	2.49
Snacks	IOBar Banana Nut	Regular	2.49
Snacks	IOBar Chocolate Sea Salt	Regular	2.49
Snacks	IOBar Lemon Blueberry	Regular	2.49
Snacks	IOBar Matcha Chai	Regular	2.49
Snacks	IOBar Peanut Butter Chip	Regular	2.49
Snacks	IOBar Wild Blueberry	Regular	2.49
Snacks	Jalapeno Queso Kettle Chips	Regular	1.50
Snacks	Jalapeño Cassava Strips	Regular	4.99
Snacks	Kettle Chips, 1.5 oz	Backyard BBQ	3.75
Snacks	Kettle Chips, 1.5 oz	Salt Vinegar	3.75
Snacks	Kettle Chips, 1.5 oz	Sea Salt	3.75
Snacks	Kettle Chips, 1.5 oz	Jalapeno	3.75
Snacks	Lesser Evil, Himalayan Salt	Regular	7.95
Snacks	Lesser Evil, 4.6oz, Cheese	Regular	6.00
Snacks	MAGICdATES Chocolate	Regular	5.49
Snacks	MAGICdATES Coconut	Regular	5.49
Snacks	MAGICdATES Lemon	Regular	5.49
Snacks	Maddy & Maize - Aged White	default	8.00
Snacks	Maddy & Maize - Bourbon Ba	default	8.00
Snacks	Maddy & Maize - Chocolatey	default	8.00
Snacks	Marin French Petite Breakfas	Regular	8.00
Snacks	Marin French Petite Camem	Regular	8.00
Snacks	Marin French Petite Creme	Regular	8.00
Snacks	Marin French Petite Truffle	Regular	8.00
Snacks	Mellifera B 3oz Honey	Regular	8.00
Snacks	NUTSACK	Cashews	6.50
Snacks	NUTSACK	Premium Mix	6.50
Snacks	NUTSACK	Metro Mix	6.50
Snacks	Nomz Almond Energy Bites	Regular	4.50
Snacks	Nomz Coconut Energy Bites	Regular	4.50
Snacks	Nomz Hazelnut Energy Bites	Regular	4.50
Snacks	Nomz Pistachio Energy Bites	Regular	4.50
Snacks	Noons Banana & Nibs	Regular	3.99
Snacks	Noons Cacao & Coffee	Regular	3.99
Snacks	Noons Cacao & Quinoa	Regular	3.99
Snacks	Noons Cacao Almond	Regular	3.99
Snacks	Noons Goldenberry, Turmeri	Regular	3.99

Categories	Item Name	Variation Name	Price
Snacks	Noons Mango & Cinnamon	Regular	3.99
Snacks	Noons Pineapple & Coconut	Regular	3.99
Snacks	Nora Seaweed Snacks (Original)	Regular	4.99
Snacks	Nora Seaweed Snacks (Spicy)	Regular	4.99
Snacks	Nut Butter Bar	Regular	3.95
Snacks	Nut Butter Bar - Almond Chocolate	Regular	3.95
Snacks	Nut Butter Bar-Peanut Butter	Regular	3.95
Snacks	Nutchos Classic	Regular	5.50
Snacks	Nutchos Guacamole	Regular	5.50
Snacks	Nutchos Nacho Cheese	Regular	5.50
Snacks	OH MY GUM!	Mint	5.50
Snacks	OH MY GUM!	Cinnamon	5.50
Snacks	OLOVE Olives Basil & Garlic	Regular	1.98
Snacks	OLOVE Olives Lemon & Rosemary	Regular	1.98
Snacks	Olive Snack, Gaea	Regular	4.75
Snacks	Olli Snack Pack, Genoa	Regular	6.50
Snacks	Orange Blossom Honey Stix	Regular	8.00
Snacks	Organic Tortilla Chips	Regular	4.99
Snacks	Pita Chips, Stacey's, 7.3 oz	Regular	6.75
Snacks	Plantain Sea Salt 4.5oz	Sea Salt	4.99
Snacks	Plantain Sea Salt 4.5oz	Naturally Sweet	4.99
Snacks	Plantain Sea Salt 4.5oz	BBQ	4.99
Snacks	Poshi Artichokes	Regular	1.99
Snacks	Poshi Asparagus	Regular	1.99
Snacks	Poshi Cauliflower	Regular	1.99
Snacks	Pulp Chips Barbecue	Regular	5.49
Snacks	Pulp Chips Jalapeno Lime	Regular	5.49
Snacks	Pulp Chips Salt 'N' Vinegar	Regular	5.49
Snacks	Pulp Chips Sea Salt	Regular	5.49
Snacks	Revol Snacks Matcha	Regular	6.99
Snacks	Revol Snax Dark Chocolate	Regular	6.99
Snacks	Revol Snax Snickerdoodle	Regular	6.99
Snacks	Roberts Ferry Gourmet	Kettle Corn	9.95
Snacks	Roberts Ferry Gourmet	Dried Mango	6.95
Snacks	Roberts Ferry Gourmet	Salted Almonds	6.50
Snacks	Roberts Ferry Gourmet	2 oz. Apricots	7.50
Snacks	Roberts Ferry Gourmet	Mixed Nuts	7.50
Snacks	Roberts Ferry Gourmet	Salted Cashews	7.50

EXHIBIT A – PRICING/ RATE SHEET

Categories	Item Name	Variation Name	Price
Snacks	Roberts Ferry Gourmet	Workout Mix	7.50
Snacks	Rosemary Garlic Kettle Chips	Regular	1.50
Snacks	Russet Kettle Chips	Regular	2.99
Snacks	Russet Kettle Chips	2oz	1.50
Snacks	Salsa, Green Chile	Regular	2.75
Snacks	Sea Salt & Balsamic Vinegar	2oz	1.50
Snacks	Sea Salt Kettle Chips	Regular	2.99
Snacks	Sea Salt Kettle Chips	2oz	1.50
Snacks	Shar Trail Mix	Regular	8.99
Snacks	Smpl Beauty Bites	Regular	5.99
Snacks	Smpl Detox Bites	Regular	5.99
Snacks	Stroopwafels	Single	1.50
Snacks	Terra Root Veg Chips	Regular	3.75
Snacks	Thick Tortilla Chips	Regular	4.99
Snacks	Thin Tortilla Chips	Regular	4.99
Snacks	Tillmans Tranquils Cinnamon	Regular	9.99
Snacks	Tillmans Tranquils Peppermi	Regular	9.99
Snacks	Union Snacks Chorizo Crisps	Regular	7.99
Snacks	Union Snacks Genoa Crisps	Regular	7.99
Snacks	Union Snacks Pepperoni Cris	Regular	7.99
Snacks	Vaxa Bar Beet Coco	Regular	3.99
Snacks	Vaxa Bar Blueberry	Regular	3.99
Snacks	Wai Lana Cassava Chips	herb & garlic	6.00
Snacks	Wai Lana Cassava Sea Salt	Regular	6.00
Snacks	Wildflower Honey (3oz)	Regular	8.00
Snacks	Wildflower Honey Stix	Regular	8.00
Tea	Tea	12oz	4.50
Tea	Tea	16oz	4.50
Tea	Tea Scoop	Regular	7.50
Tea, Loose Le	Jasmin blossom	Regular	4.25