NOTICE OF AMENDMENT CONTRACT

TO:
CANTEEN (COMPASS GROUP)
4501-A AUTH PLACE
SUITLAND, MD 20746

DATE ISSUED: SEPTEMBER 7, 2012

CONTRACT NO: 435-10
AMENDMENT NO: 1

THIS IS A NOTICE OF AMENDMENT CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

Add one (1) outdoor 20 oz. water bottle and one (1) combo beverage/snack vending machine at the outdoor facility, in Long Bridge Park located at 475 Long Bridge Drive, Arlington, VA 22202.

VENDOR CONTACT: BERNARR BATTLE
TELEPHONE NO.: 301-702-1267
EMAIL ADDRESS: bernarr.battle@compass-USA.com

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: JAMES MENDITTO
TELEPHONE NO.: 703-228-4451
EMAIL ADDRESS: jmendi@arlingtonva.us

CONTRACT AUTHORIZATION

MARYAM N. ZABORY, CEO
PROCUREMENT OFFICER

DATE: 9/7/12

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
CONTRACT NO. 435-10

AMENDMENT No. 1

SCOPE

Contract No. 435-10 is amended to include the following services as part of the tasks indicated, in addition to the services originally called for:

This amendment covers only the equipment installed at the outdoor facility, Long Bridge Park located at 475 Long Bridge Drive, Arlington, VA 22202. The Contractor agrees to install one bottled 20oz bottled water machine and one combo beverage/snack machine. DPR shall be consulted about any increase or decrease the number and type of machines at this location. No equipment shall be added, removed or re-located by Contractor without prior written approval from the County.

Equipment:
Canteen ("Contractor") shall provide new or like new, vending equipment. Contractor shall provide the vending machines at no cost to the county. All vending machines shall be energy efficient and with remote monitoring features when possible. Machines will be able to accept coins, dollar bills and in some cases credit/debit cards. All machines shall be the property of the Contractor. All machines must be removed upon expiration/termination/cancellation of the contract.

Contractor Responsibilities
Contractor shall provide all necessary labor and supervision to accomplish the task detailed herein. Contractor personnel shall be adequately trained, present a professional appearance and be readily identified by uniform or identification badge as an employee of the Contractor while on County property.

Contractor shall work with the County to determine the need for area signage and, No signs, advertising or promotions shall be initiated by the Contractor without prior approval by the County.

Contractor shall be responsible for the removal of all empty cartons and defective and spoiled products from the vending area to a waste disposal area designated by the County.

All products must be monitored by Contractor to ensure no out of date products remain in the machines. Expiration dates should be visible on all products in the snack machines.

Schedule of Service
The Contractor will service (replenish) all machines on a regularly scheduled basis. It should not be necessary for any department to call the Contractor and inquire as to why machines have not been serviced. Machines are to be stocked on average 1-2 times per week.
Service Calls
The County expects prompt service from the Contractor in response to equipment that is inoperable; vending problems related to lost moneys, equipment failure or product complaints. Service calls shall be responded to within forty-eight (48) hours from County notification to Contractor. If equipment repairs cannot be made on-site, and downtime is determined by the County to be excessive, the Contractor may be requested to replace the equipment with a loaner unit until such times as repairs can be completed or the Contractor provides a permanent replacement. If the Contractor cannot comply within 48 hours, the Contractor must notify the County by email or phone with alternate arrangements.

Lost, Stolen or Damaged Equipment
Lost stolen or damaged equipment shall be replaced or repaired (as applicable) at no cost to the County.

Supply of Merchandise
The Contractor agrees to provide and maintain an adequate supply of merchandise for dispensing in the equipment provided. The Contractor shall be responsible to provide an adequate routing schedule to ensure that merchandise is continuously available and equipment is properly functioning. Contractor shall adhere to the schedule as outlined in Contract 435-10.

Refunds
The facility manager will have a refund log at the front desk. The log will outline the details of the loss. Refunds will be made by the Contractor after customer has left word with the facility manager with refund contact information. Vending machines in non-staffed locations should have visible signage with contact information for refunds.

Health Vending Product Specifications
The Arlington County Department of Parks and Recreation (DPR) adopted a Healthy Vending Policy which governs the types of beverages and food that can be sold on Arlington County property. In providing vending products and services under this agreement, the Contractor shall comply with the terms of the nutrition standards and shall offer for sale only such products as conform to the requirements set forth below.

Beverages in vending machines must fall into one of the following categories:
- Water
- Non-fat milk, 1% low fat milk or non-dairy products (including soy, almond or cow’s milk, chocolate or other flavored milk)
- 100% fruit juices
- 100% vegetable juices
- Low-calorie teas utilizing natural sugar as sweetener (such as evaporated cane sugar)
- No artificial sweetener
- No more than 15 grams of added sugar per 250 gram serving
- No more than 150 mg sodium per serving
- No more than 35% calories from fat per serving
- No beverages greater than 12 ounces except for water, with a preference for juices in small size portions (6 ounces). Exceptions to this requirement must be approved by DPR.
Snacks/foods in vending machines shall meet the following criteria per individual package:

- No more than 250 calories
- No more than 35% calories from fat, except pure nuts and pure seeds and chocolate that is 70% or more cocoa; snack mixes and other foods of which nuts are a part may not exceed the 35% limit
- No more than 10% of calories from saturated fat
- No trans fats added during processing (hydrogenated oils and partially hydrogenated oils)
- 2g or less of naturally occurring trans fats
- No more than 35% total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not been processed with added sweeteners or fats
- No artificial sweeteners
- 10% or less of the DVI % for adults
- A minimum of 75% of the snack choices in each machine will have 150mg or less of sodium per serving
- A minimum of 75% of the snack choices in each machine will have 2 grams or more of fiber per serving

**Pricing**

Items are to be priced in the $1.00 to $2.50 range. No approval from the County is required for price changes, provided that the product price is kept between $1.00 and $2.50.

Items that meet the DPR nutrition standards may not be priced higher than those that do not meet nutrition standards.

Prices are to be firm through-out the term of the contract (365 days). Increases due to rising fuel/product price may be made only when the contract is renewed.

If the price is increased after 365 days the unit price may be increased only upon approval of a written request to the Purchasing Agent. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the County Purchasing Agent. The Contractor shall also provide a price list of all items that will be sold in the vending machines.

The following planogram has been approved as a general guide for products. The Contractor may recommend a comparable product line. Discretion is left up to the Contractor on how many of each product is provided and choice of flavors.

**Sample Planogram**

<table>
<thead>
<tr>
<th>Brand</th>
<th>Name/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Popchips</td>
<td>Popchips-BBQ (.8oz)</td>
</tr>
<tr>
<td>Popchips</td>
<td>Popchips-Cheddar (.8oz)</td>
</tr>
<tr>
<td>Brother's Fruit Crisps</td>
<td>Strawberry Banana</td>
</tr>
<tr>
<td>Brand</td>
<td>Name/Description</td>
</tr>
<tr>
<td>---------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>Stacy's</td>
<td>Pita Chips - Parmesan (1.5oz)</td>
</tr>
<tr>
<td>Stacy's</td>
<td>Pita Chips - Cinnamon &amp; Sugar (1.5oz)</td>
</tr>
<tr>
<td>Pirate Brands</td>
<td>Pirate's Booty (1oz)</td>
</tr>
<tr>
<td>Back to Nature</td>
<td>Chocolate Chip Cookies (1.25oz)</td>
</tr>
<tr>
<td>Back to Nature</td>
<td>Crispy Cheddars (1oz)</td>
</tr>
<tr>
<td>Back to Nature</td>
<td>Crispy Wheats (1oz)</td>
</tr>
<tr>
<td>Back to Nature</td>
<td>Honey Grahams (1oz)</td>
</tr>
<tr>
<td>Nature Valley</td>
<td>Granola Bars</td>
</tr>
<tr>
<td>Clif Bar</td>
<td>Original Energy Bar - Choc Cip Peanut</td>
</tr>
<tr>
<td>Clif Bar</td>
<td>Luna Bar - Dulce de Leche</td>
</tr>
<tr>
<td>Stetch Island</td>
<td>Fruit Leather - Strawberry</td>
</tr>
<tr>
<td>Kashi</td>
<td>Granola Bar - Trail Mix</td>
</tr>
<tr>
<td>Clif Bar</td>
<td>Zbar - Chocolate Chip</td>
</tr>
<tr>
<td>Clif Bar</td>
<td>Mojo - PB Pretzel</td>
</tr>
<tr>
<td>Gleceau</td>
<td>Vitamin Water Zero - Variety</td>
</tr>
<tr>
<td>Gleceau</td>
<td>Vitamin Water Zero - Variety</td>
</tr>
<tr>
<td>Water</td>
<td>20oz Water</td>
</tr>
<tr>
<td></td>
<td>Sobe Water (20 ounce)</td>
</tr>
<tr>
<td></td>
<td>Coconut Water</td>
</tr>
<tr>
<td>Tea</td>
<td>Organic Teas (up to 16 ounce)</td>
</tr>
<tr>
<td>Switch</td>
<td>Sparkling Juice - Variety</td>
</tr>
<tr>
<td>Switch</td>
<td>Sparkling Juice - Variety</td>
</tr>
<tr>
<td>Switch</td>
<td>Sparkling Juice - Variety</td>
</tr>
<tr>
<td>Pellegrino</td>
<td>Sparkling Mineral Water - Lemon</td>
</tr>
<tr>
<td></td>
<td>V8 vegetable juice (8.3 ounce)</td>
</tr>
<tr>
<td>Izze</td>
<td>Sparkling Juice</td>
</tr>
<tr>
<td>Apple &amp; Eve</td>
<td>100% Juice Box</td>
</tr>
<tr>
<td>Apple &amp; Eve</td>
<td>100% Juice Box</td>
</tr>
<tr>
<td>Blue Sky</td>
<td>Natural Diet Soda - Variety</td>
</tr>
<tr>
<td>Hansen's or Blue Sky</td>
<td>Natural Diet Soda - Variety</td>
</tr>
</tbody>
</table>

**Advertising**

Advertising on vending machines may include advertising only of beverages and foods that meet the DPR nutrition standards or an attractive neutral image.

**Commission**

The commission conforms to what is outlined in contract 435-10, 4.5% of net sales (gross sales less sales tax). The commission check should be sent to the Management Specialist located at 3700 S. Four Mile Run Drive, Arlington, VA 22206. Quarterly, the Contractor will provide the department with a monthly and year-to-date Profit and Loss Statement, which should include gross and net sales figures and the number of vends per machine per day per vending location. Additionally, this
statement should include sales information about specific products. If items are not selling in appropriate quantities, a re-negotiation of products can occur.

**Tastings, Public Education and Market Research**
The Contractor agrees to host up to four marketing events per year throughout the DPR facilities. The events shall include tastings and healthy snack choice education. The Contractor will bear the cost of the snacks for the marketing events. The Contractor is encouraged to expand the consumer’s knowledge and understanding of the importance of healthy vending and the nutritional value found in the Contractor’s products. The Contractor is also encouraged to conduct basic market analysis during the tastings, seeking information from customers on buy/snacking habits.

**Americans with Disabilities Act (ADA) Compliance**
All vending machines shall meet the requirements of the Americans with Disabilities Act in that all controls must be located between two and four feet from ground level.