NOTICE OF CONTRACT AMENDMENT

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

DATE ISSUED: DECEMBER 27, 2012

CONTRACT NO: 435-10
AMENDMENT NO.: 2

THIS IS A NOTICE OF CONTRACT AMENDMENT 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:

1. DELETE AMENDMENT NO. 1 IN ITS ENTIRETY
2. REFER TO THE ATTACHED AMENDMENT NO. 2.

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: BERNARR BATTLE
VENDOR PHONE: 301-702-1267
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR EMAIL: bernarr.battle@compass-usa.com
COUNTY CONTACT: JAMES MENDITTO
COUNTY PHONE: 703-228-4451
COUNTY EMAIL: jmendi@arlingtonva.us

CONTRACT AUTHORIZATION

Maryam V Zahory, CPP
Procurement Officer

DISTRIBUTION

VENOR: 1
BID FOLDER: 2
CONTRACT NO. 435-10
AMENDMENT NO. 2
SCOPE

SCOPE OF SERVICES
Contract No. 435-10 is amended to include the following services as part of the task indicated, in addition to the services originally called for under Contract 435-10. The Contractor shall install equipment and provide services for the locations specified below. The schedule for installation and placement for each site will be determined by the County.

LOCATIONS:

- **Long Bridge Park**, located at 475 Long Bridge Drive, Arlington, VA 22202. Installation date: February 2013
- **Barcroft Sports and Fitness Center**, located at 4200 South Four Mile Run Drive, Arlington VA 22204. Installation date: No earlier than August 1, 2013
- **Carver Community Center**, located at 1415 South Queen Street, Arlington VA 22204. Installation date: No earlier than August 1, 2013.
- **Fairlington Community Center**, located at 3308 South Stafford Street, Arlington VA 22206. Installation date: No earlier than August 1, 2013.
- **Gunston Community Center**, located at 2700 South Lang Street, Arlington VA 22206. Installation date: No earlier than August 1, 2013.
- **Langston Brown Community Center**, located at 2121 North Culpepper, Arlington VA 22203. Installation date: No earlier than August 1, 2013.
- **Thomas Jefferson Community Center**, located at 3501 South 2^{nd} Street, Arlington VA 22204. Installation date: No earlier than August 1, 2013.
- **Walter Reed Community Center**, located at 2909 South 16^{th} Street, Arlington VA 22204. Installation date: No earlier than August 1, 2013.
- **Lubber Run Community Center**, located at 300 North Park Drive, Arlington VA 22203. Installation date: No earlier than August 1, 2013.
- **Lee Community Center**, located at 5722 Lee Highway, Arlington VA 22201. Installation date: No later than August 1, 2013.
- **SPREC Office**, located at 3700 South Four Mile Run, Arlington VA 22206. Installation date: No earlier than August 1, 2013.
- **Charles Drew Community Center**, located at 3500 South 23^{rd} Street, Arlington VA 22206. Installation date: No later than August 1, 2013.
- **Madison Community Center**, located at 3829 North Stafford Street, Arlington VA 22207. Installation date: No later than August 1, 2013.
- **Arlington Mill Community Center**, located at 4975 Columbia Pike, Arlington VA 22204. Installation date: Tentative Fall 2013 (based on completion of building).
- **Bluemont Park**, located at 601 N Manchester St, Arlington VA 22203. Installation date: TBD
- **Powhatan Springs Park**, 6020 Wilson Blvd, Arlington, VA 22205. Installation date: TBD
- **Virginia Highlands Park**, 1600 S Hayes St. 1600, Arlington, VA 22202. Installation date: TBD
- **Greenbrier Park**, 5201 28th Street North, Arlington, VA 22207. Installation date: TBD
- **Quincy Park**, 1021 North Quincy Street, Arlington, VA 22201. Installation date: TBD
- **Justice Center**, located at 1425 North Courthouse, Road Arlington VA 22201. Conversion of Canteen’s current line to Canteen’s Choice plus healthy vending line to begin Winter of 2013
- **Courthouse Plaza**, located at 2100 Clarendon Blvd, Arlington VA 22201. Conversion of Canteen’s current line to Canteen’s Choice plus healthy vending line to begin Winter of 2013
- **Court Square West**, located at 1400 North Uhle Street, Arlington VA 22201. Conversion of Canteen’s current line to Canteen’s Choice plus healthy vending line to begin Winter of 2013
- **Water Pollution Control Plant**, located at 530 31^{st} Street South, Arlington VA 22202. Installation date: TBD
- **Trades Center**, Installation date: TBD
- **Department of Health and Human Services**, Installation date: TBD
- **Fire Department**, Installation date: TBD
- **Police Department**, Installation date: TBD
- **Technology Services**, Installation date: TBD
EQUIPMENT:
The Contractor shall provide new or like new, vending equipment. The 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 shall able to accept combination of coins or 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.

The Contractor shall install two (2) glass front beverage machines that dispense both bottles and cans, and one snack machine at Long Bridge location, 475 Long Bridge Drive, Arlington, VA. The type of beverage and snack machine to be installed at the other county locations will be determined by the appropriate County contact in the Department of Environmental Services (DES, the Department of Parks and Recreation (DPR), the Department of Human Resources, or other County point of contact and the Contractor. The Contractor shall notify the County in writing, ninety (90) days in advance of any changes in concession prices, product rotations, and equipment replacements.

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.

In coordination with the County, the Contractor shall begin transitioning the product in existing vending machines to include healthier choices. For existing sites, the Contractor will convert a minimum twenty (20%) percent of the product within the first quarter after the execution of this amendment by the County, and the transitioning efforts shall continue until one hundred percent (100%) of the items are replaced with healthier choices.

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. The contractor will provide to the county before the machines are placed at County locations a schedule as to when the machines will be service/replenish. Machines are to be replenished on average 1-2 times per week during business hours (8am-4pm) depending on the machine. The Contractor will provide a name, phone number, and email address of a contact person who the county can call regarding concerns with the machines. This person will not be the person who provides the weekly service to the machines. Phone calls and e-mails to this contact person must be responded to within 24 hours of the County’s call. A monthly meeting with this contact person will be schedule at the convenience of the County. Once the County has determined that service delivery is meeting expectations these meetings will be quarterly.

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 Contractor shall be responsible for the refunds. The Contractor shall attach its refund policy stickers to all machines and provide contact information and instructions on how to obtain refunds for the customers.

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

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 the acceptable products and how machines is to be stocked/re-stocked. The Contractor may recommend a comparable product line but the Contractor must secure pre-approval of any products not listed on this planogram. Discretion is left up to the Contractor on how many of each product is provided and choice of flavors.

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<th>Product</th>
<th>Size</th>
<th>Calories</th>
<th>% Fat of Total Calories</th>
<th>Fat (g)</th>
<th>% Sat. Fat of Total Calories</th>
<th>Sat. Fat (g)</th>
<th>Chol. (mg)</th>
<th>Sod. (mg)</th>
<th>Carb. (g)</th>
<th>Pro. (g)</th>
<th>Trans Fat (g)</th>
<th>Sugar (g)</th>
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<th>Beverage Products</th>
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<th>Calories</th>
<th>% Fat of Total Calories</th>
<th>Fat (g)</th>
<th>% Sat. Fat of Total Calories</th>
<th>Sat. Fat (g)</th>
<th>Chol. (mg)</th>
<th>Sod. (mg)</th>
<th>Carb. (g)</th>
<th>Pro. (g)</th>
<th>Trans Fat (g)</th>
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Advertising
Advertising on vending machines may include advertising only of beverages and foods that meet the DPR nutrition standards. A customized wrap-around will include the FitArlington logo.

Commission
The commission conforms to what is outlined in contract 435-10, 4.5% of net sales (gross sales less sales tax). The County may choose to forego a commission to lower the cost of the products offered. This decision will be made by the Contractor and the County. If a Commission check is rendered, the DPR commission check should be sent to the Management Specialist located at 3700 S. Four Mile Run Drive, Arlington, VA 22206 or the County Contract Point of Contact located at 1400 N. Uhle St. Suite 601, Arlington, VA 22201, depending on the location of the machine. Quarterly, the Contractor will provide the DPR and the County Contract Point of Contact 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
The Contractor shall ensure that vending equipment installed at the County facilities in compliance with the requirements of the Americans with Disabilities Act.