DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

GRANTOR AGREEMENT (GOVERNMENTAL ENTITIES)

Grantor Agreement between the Arizona Department of Economic Security ("ADES" or the "Department") and City of Tempe (the "Grantor").

WHEREAS, the Department is duly authorized to execute and administer contracts under A.R.S. § 41-1954 and Arizona Administrative Code, A.A.C. R6-4-302; and

WHEREAS the Grantor has authority to enter into contracts pursuant to 26A-5; and,

WHEREAS the Grantor is the owner or lessee of the property(ies) identified in this Agreement that will be granted free of charges to ADES/Rehabilitation Services Administration (RSA)/Business Enterprise Program (BEP) for the operation of a merchandising/vending business by a licensed blind person; and

THEREFORE, the Department and the Grantor agree to abide by all the terms and conditions set forth in this Agreement.

BY SIGNING THIS FORM ON BEHALF OF THE GRANTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE GRANTOR TO THIS AGREEMENT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY	FOR AND ON BEHALF OF THE CITY OF TEMPE
Signature	Signature
Printed Name	Printed Name
Procurement Manager Title	Title
Date	Date
ADES Contract Number	

1.0 ADES MISSION AND VISION STATEMENTS

1.1 ADES Mission: The Arizona Department of Economic Security (ADES) makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

1.2 ADES Vision: Opportunity, assistance and care for Arizonans in need.

2.0 PARTIES

2.1 This Agreement is between the Arizona Department of Economic Security (ADES)/Rehabilitation Services Administration (RSA)/Business Enterprise Program (BEP) and City of Tempe (the "Grantor").

2.2 RSA is the administration within the Department of Economic Security that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities. Through the provision of VR services, RSA assists individuals with disabilities in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently in home and community.

2.3 BEP, as part of RSA, licenses individuals who are legally blind (also known as BEP Operators) to operate food service businesses throughout the State of Arizona. In accordance with the Randolph-Sheppard Act (P.L. 93-516) as amended, BEP Operators have priority for merchandising business on Federal property. Per the Arizona Revised Statute A.R.S. §23-504, BEP Operators have priority for merchandising business on State, County, or other local government property. Business operations vary from small snack bars, vending machines to large cafeterias. BEP is responsible for identifying potential business opportunities at those facilities, negotiating agreements with the local government entities and private businesses, designing and equipping facilities, and providing initial stocks and supplies. The individual BEP Operators are not State of Arizona employees. RSA/BEP enters into an agreement with each BEP Operator.

3.0 TERMS OF AGREEMENT

3.1 TERM.

The term of this Agreement shall be effective on the date of the last signature ending on 12/31/20, with an option to extend up to two (2) additional five (5) year periods with the execution of a bilateral written amendment.

3.2 TERMINATION

3.2.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of the Agreement.

3.2.2 Each party shall have the right to terminate this Agreement by written notice to the other Party of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

4.2 Any amendment, modification, or variation from the terms of the Agreement shall be in writing and signed by the authorized signatories of both parties.

4.3 Exceptions. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

4.3.1 Change of telephone number(s).

4.3.2 Change in authorized signatory.

4.3.3 Change in the name and/or address(es) of the person(s) to whom notices are to be sent.

4.3.4 Changes to Attachment 1 which include but are not limited to:

1. Additions and deletions of locations on any property owned or leased by the Grantor. All such changes shall be reflected in a revised Attachment 1.
2. Addition, replacement or removal of equipment or movement of equipment from one area of a location to another, as in movement of a vending machine from one floor to another. E-mail is the preferred method of updating Attachment 1.

4.3.5 Changes to Attachment 2 which include, but are not limited to:

1. Healthy vending options. All such changes shall be reflected in a revised Attachment 2.
2. Email is the preferred method of updating Attachment 2.

5.0 PURPOSE OF AGREEMENT

5.1 The purpose of this Agreement is to mutually agree upon the:

5.1.1 Location(s) on the Grantor's property as stated in Attachment 1 that will be granted to RSA/BEP free of charges for operation of a merchandising/vending machine business; and

5.1.2 Roles and responsibilities of both Parties.

6.0 RESPONSIBILITIES

6.1 RSA/BEP will:

6.1.1 Assign a licensed BEP Operator to the agreed upon merchandising/vending business. RSA/BEP may replace the Operator pursuant to BEP Policy and A.A.C. R6-4 Article 3 as may be amended. If the services being provided by the BEP Operator are documented to be unsatisfactory RSA/BEP will appoint a qualified temporary BEP Operator and/or replacement BEP Operator.

6.1.2 Assist the BEP Operator in establishing the merchandising/vending business, and furnishing and installing necessary equipment. There will be no charge to the Grantor for furnishing and installing the equipment.

6.1.3 All equipment purchased by RSA/BEP will remain the property of ADES and will be marked with an ADES inventory tag.

6.1.4 RSA/BEP will not add any vending machines without prior approval of the Grantor. Vending machine changes will be reflected in a revised Attachment 1.

6.1.5 Obtain written consent from the Grantor prior to making any alterations, additions or improvements to any merchandising/vending locations under this Agreement.

6.1.5.1 BEP may remove specific vending machines under this agreement, without terminating the agreement as a whole, by written notice to the Grantor at least thirty (30) days prior to the effective date of said removal if:

1. Infrequency of purchases result in product and profitability loss, and/or
2. Occurrences of vandalism make it impractical to maintain a machine at a particular location.

6.1.6 Respond within forty-eight (48) hours of notification by the Grantor to issues concerning the maintenance and operation of the equipment/vending machines. Response by email is acceptable and preferred.

6.1.7 Correct any deficiencies in the observation or performance of any terms and conditions or provisions of this Agreement within thirty (30) days after receipt of written notice of the deficiency (ies). If more than thirty (30) days are reasonably required to cure the deficiency, (as per A.A.C. R6-4-315 and R6-4-325 as may be amended), then RSA/BEP will not be deemed to be in default if the cure was commenced within the thirty (30) day period and it is diligently pursued to its completion. Notwithstanding the foregoing, in the event the Grantor determines that performance under this Agreement by RSA/BEP or the BEP Operator constitutes a hazard to health or safety, the Grantor may require the immediate cure of the deficiency and in its sole discretion suspend operations at the facility until the cure is accomplished or terminate this Agreement.

6.1.8 Make all reasonable efforts to repair defective equipment/vending machines. RSA/BEP will issue a request for repair service of equipment/machine within twenty-four (24) hours of detecting defect or upon receipt of a notice from the Grantor. If a licensed technician determines that the equipment/machine is unserviceable the BEP Manager or his/her delegate will make provisions for the machine replacement and/or disposal accordingly.

6.1.9 Make all reasonable efforts that any RSA/BEP owned vending machines/equipment is/are moved within ten (10) business days from the date of receipt of a written request from the Grantor. RSA/BEP assumes full responsibility for equipment and or its condition and the vending products within each machine if the Grantor be required to move the equipment on behalf of ADES/BEP due to the failure of BEP to move the specified equipment within the ten (10) day period after notice from the Grantor is received.

6.1.10 Direct the BEP Operator to coordinate with the Grantor's designated representative concerning access to the facility and the security of the premises during and after regular business hours in relation to the merchandising/vending locations reflected under this Agreement. This will entail compliance with any additional personnel testing, screening, background checks, etc., which may be required of other ADES Contractor personnel providing vendor machine services having routine access to the facility.

6.1.11 Direct the BEP Operator provide services as follows:

1. Operate those merchandising/vending services on the Grantor's premises stated in Attachment 1 of this Agreement.
2. Comply with all Arizona Department of Health Services regulations, county health regulations and other regulations applicable to the operations of the merchandising/vending business.
3. Comply with all statutes, rules, orders, codes, ordinances and regulations applicable to the operation of the business and the premises.
4. Maintain insurance and other employee insurance policies as required by law and stated in the BEP Operator Agreement. The State of Arizona, ADES/RSA/BEP and the Grantor shall be named as additional insured on the liability insurance policy.
5. Provide evidence of any security clearances if required in this Agreement.

6. Maintain the operation of the business during mutually agreed upon business hours as stated in Attachment 1.
7. Establish and maintain direct contact with the designated Grantor representative(s) in order to resolve operational issues or concerns.
8. Respond within forty-eight (48) hours of notification by the Grantor to issues concerning the maintenance and operation of the equipment/vending machines. Response by email is acceptable and preferred. The BEP Operator shall also maintain direct contact with a designated Grantor Representative to resolve any operational issues or concerns.
9. Maintain all equipment in good working order, service them as needed, repair or replace all broken parts when applicable and maintain them in a clean, orderly and sanitary condition so as to not detract from or deteriorate building appearance.
10. Empty regularly all trash from each food service/vending location into receptacles as designated by the Grantor.
11. Pay for any long distance phone service accrued for each food service location if using phone service provided by the Grantor.
12. Confirm that weight on any floor at any site does not exceed the load limit established by the Grantor, if applicable.
13. Handle customer requests to replenish inventory, and make refunds for lost coins or unsatisfactory products in a prompt and courteous manner. Refund notice will be posted on each vending machine.
14. Provide vending services as follows:
    1. Price vending products in accordance with the average market value of the same or like products plus BEP markup. These items may include but are not limited to; hot beverages, cold drinks, candy, pastries, sandwiches/cold foods or frozen items, snacks, and other convenience items.
    2. Utilize popular brands of food and drinks and accommodate reasonable requests by the Grantor to stock specific products in vending equipment.
    3. Provide fresh products within the dates stamped on the package(s).
    4. Service and restock all vending equipment in accordance with the requirements listed in Attachment 1.
    5. Not use vending machines that dispense alcohol, tobacco products, or medications.
    6. Agree to promote healthy vending options as further defined in Attachment 2.

6.2 The Grantor shall:

6.2.1 Provide and pay security, space and utilities (gas, water, sewer, electricity) or other assessment for the operation of the merchandising/vending business at no cost to RSA/BEP or the BEP Operator as follows:
1. Provide at least sixteen square feet (16 SF) for each vending machine.
2. Provide water and electricity if applicable, to within three (3) feet of vending equipment in areas at locations identified in Attachment 1.
3. Install water line(s) prior to installation of vending equipment when applicable. Water Line shall have an appropriate size shut off valve with an appropriate size compression fitting on the end.
4. Provide electrical outlets that are a minimum of 15 Amp and at best, a dedicated circuit for each outlet with one outlet for each machine. Minimum of dedicated circuits is one for each compressor operated piece of equipment such as frozen food, hot beverages, cold food, and/or soda machines. Frozen food and hot beverage machines require not less than a 20 Amp dedicated circuit and a 5-20R electrical receptacle (NEMA configurations).
5. Provide receptacles for trash and or recyclable items.
6. Provide backup systems to support fire and security systems, and access to and out of rooms and buildings in the event of interruption of utilities. This includes evacuation plans for the assistance to the individuals with physical disabilities and the individuals who are blind.

6.2.2 Cooperate with and allow RSA/BEP to furnish and install equipment and/or services as deemed necessary for merchandising/vending business operation.

6.2.3 Furnish RSA/BEP any documents and information deemed necessary for successful business operation (e.g. floor plans, electrical plans, minutes related to the BEP Operations).

6.2.4 Provide access to the BEP Operator and its personnel during and after regular business hours as necessary. Access shall be mutually agreed upon and in writing. All security shall be the responsibility of the Grantor.

6.2.5 Allow the BEP Operator to have direct contact with the designated Grantor Representative.

6.2.6 Notify the RSA/BEP designated contact person and the BEP Operator if any concerns arise in respect to food selection, inventory or other service issues in order to promote good customer service. Submit any request for changes in the merchandising/vending service products/inventory or hours in writing to the designated RSA/BEP contact person and/or the BEP Operator.

6.2.7 Notify the BEP Operator of events that may warrant replenishment of inventory outside of regular stocking schedule.

6.2.8 Notify the BEP Operator about any requirements concerning access to the facility and the security of the premises during and after regular business hours in relation to the merchandising/vending locations reflected under this Agreement. This shall entail compliance with any additional personnel testing, screening, background checks, etc., which may be required of other ADES Contractor personnel providing vending machine service having routine access to the facility.

6.2.9 Not move or cause to be moved equipment/machines from their specified location(s).

1. In the event that equipment/machines need to be moved either permanently or temporarily, the designated RSA/BEP contact person shall be notified in writing to move the machine or machines within ten (10) business days prior to date and time of required move in order for RSA/BEP to acquire a contractor to move the equipment.
2. Except as provided in 6.2.9.1 above, in the event that vending machines/equipment is/are moved by or at the request of the Grantor, the Grantor shall accept full responsibility for all damage to equipment and product up to full replacement of equipment and or vending products resulting in loss. Damages to equipment will be assessed in writing by a licensed repair contractor, contracted by the RSA/BEP for purposes of assessing the cost of damage and or loss. Product loss assessment shall be accepted by the Grantor as cause for reimbursement when presented with an itemized list in writing by the BEP Operator and confirmed in writing by the BEP Manager or his/her delegate. The Grantor agrees to reimburse the vending equipment owner for damages of equipment and /or resulting product loss in accordance with this paragraph.

6.2.10 Respond to requests and or correspondence from RSA/BEP or BEP Operator not to exceed forty-eight (48) hours. Response by email is acceptable and preferred.

6.2.11 For cafeterias, notify annually RSA/BEP designated personnel about current population. Furthermore, if there is a reduction or increase in building population of more than 50 people, at any time, the Grantor shall notify RSA/BEP within ten (10) working days of the change.

6.2.12 Grant exclusive rights for food, snack and beverage sales to BEP at all locations cited in Attachment 1 of this Agreement.

1. Food, snacks and/or beverages cannot be sold on the premises covered by the Grantor Agreement by anyone other than BEP.
2. The only exception is periodic departmental sales for charitable donations.

7.0 PAYMENT

7.1 There will be no payment under this Agreement. The Grantor shall not charge any rent or other assessment for use or occupancy of the space granted for the operation of the merchandising/vending machine business by licensed blind persons.

8.0 NOTICES

8.1 All notices to the Grantor regarding this Agreement shall be sent to the following address:
City of Tempe
ATTN: Tony Allen, Procurement Officer
20 East 6th Street, 2nd Floor
Tempe, Arizona 85281-3604
Phone: 480-350-8548 Fax: 480-350-8661
Email: tony_allen@tempe.gov'

8.2 All notices to the ADES/RSA/BEP regarding the merchandising/vending machine business under this Agreement shall be sent to the following addresses:

8.2.1 Rehabilitation Services Administration, Business Enterprise Program
ATTN: BEP Manager
3425 East Van Buren
Suite 102, Site Code 018-D4
Phoenix, AZ 85008-6847

Phone: 602-.774-9100 Fax: 602-250-8584
Email: jsauer@azdes.gov

8.2.2. Rehabilitation Services Administration
Attention: SBVI Manager
PO Box 6123, Site Code 930A
Phoenix, Arizona 85005-6123
Email: kgrandon@azdes.gov

8.3 The ADES and the Grantor will provide the contact person's name and email address to the other Party. Updates on this information may be provided by email to the other Party.

9.0 APPLICABLE LAW

9.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Grantor shall maintain all applicable licenses and permit requirements.

10.0 ARBITRATION

10.1 The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

11.0 AUDIT

11.1 In accordance with A.R.S. §35-214, the Grantor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Grantor shall produce the original of any or all such records.

12.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR

12.1 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds.

13.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

13.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADES at the end of the period for which funds are available.

13.2 No liability shall accrue to ADES in the event this provision is exercised, and ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

14.0 CANCELLATION FOR CONFLICT OF INTEREST

14.1 In accordance with A.R.S. §38-511, either party may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

15.0 FORCE MAJEURE

15.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this agreement if and to the extent that such party's performance of this agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

16.0 INDEMNIFICATION AND INSURANCE

16.1 Each Party to this Agreement is responsible for its own negligence.

16.2 The Department will require that the BEP Operator:

16.2.1 Prior to the commencement of services, provides to the Grantor:

1. A copy of a valid insurance certificate as evidence of primary and non-contributory liability insurance, naming the State of Arizona/ADES and the Grantor as additional insured. The insurance certificate shall identify the Agreement number and provide for 30 days' advance notice of any material changes, cancellation, termination or expiration.
2. A copy of a valid worker's compensation certificate.

16.2.2 Maintains valid insurance and worker's compensation coverage.

17.0 NON-AVAILABILITY OF FUNDS

17.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

18.0 NON-DISCRIMINATION

18.1 City and blind vendor shall be in compliance with A.R.S. §41-1461 et seq., Executive Order 2009-09, and City of Tempe Code Chapter 2 Article VIII Section 2-603(5).

18.2 Parties shall not because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions or privileges of employment.

18.3 Assigned blind vendor must supply the City of Tempe a copy of its antidiscrimination policy to confirm compliance, or

18.3.1 Provide written attestation of compliance with the Discrimination Policy as allowed by City of Tempe Code, Section 2-603(5).

19.0 ATTACHMENTS

19.1 The following attachment is part of this Agreement:

1. Attachment 1 Merchandising/Vending Business Facility Location.
2. Attachment 2 Healthy Product Mix.

20.0 EXHIBITS

1. Exhibit A Fit Pick List

ATTACHMENT 1
Revised 7/14/15

MERCHANDISING/ BUSINESS
FACILITY LOCATION

	A	B	C	D	E	F	G	H	I	J	K	L
1	Grantor's Name	City of Tempe										
2	Grantor Agreement Number	TBD										
3	Grantor's Contracts Person	Tony Allen	Ph:	480.350.8548				Email	anthony_allen@tempe.gov			
4	BEP Program Manager	Jason Sauer	Ph:	602-774-9100				Email	jsauer@azdes.gov			
5	BEP Operator	Debra Smith	Ph:	480-299-4541				Email	debraasmith0@gmail.com			
6	BEP Operator's Consultant	Cindy Kermeyer	Ph:	602-774-9114				Email	cKerkemeyer@azdes.gov			
7	Tempe City Attorney Office Contact	Nathan Porter	Ph:	480-350-8578				Email				
8	Tempe City Hall Contact	Benica Benson	Ph:	480-350-8221				Email				
9	Community Development / Planning	Julie Stennerson	Ph:	480-350-8245				Email				
10	Community Services	Cynthia Yanez	Ph:	480-350-5240				Email				
11	Kiwanis Park Softball Field	Linda Cano, Special Events Manager	Ph:	480-350-5260				Email				
12	Kiwanis Park Recreational Center	David Bucher	Ph:	480-350-5791				Email				
13	Tempe Fire Locations	Andrea Glass	Ph:	480-350-5240				Email				
14	Tempe Police	Darren Martinez	Ph:	480-350-8767				Email				
15	Tempe Police Apache Substation	Sandy Jaramillo	Ph:	480-350-8365				Email				
16	Tempe Police Hardy Substation	Megan Hernandez	Ph:	480-350-8782				Email				
17	Tempe Public Works	Mariann VanAuken	Ph:	480-350-8836				Email				
18												
19	Location	Site Address	Snack	Cold Beverage	Hot Beverage	Combo: Bevg & nk	Cold Food	Frozen Food	Bill Changer	Micro Market	Cafeteria	Snack Bar
20	Tempe City Attorney	140 E. 5th Street - Breakroom		1								
21	Tempe City Prosecutor	140 E. 5th Street - 3rd Fl Breakroom		1								
22	Tempe City Hall	31 E. 5th Street - Breakroom	1	1								
23	Tempe Community Devt/ Planning	31 E. 5th Street - Garden Level Breakroom		1								
24	Community Srvcs: Adult Recreation Pyle	655 E. Southern - Hallway	1	2								
25	Community Srvcs: Edna Vihel Center	3340 S. Rural Rd. - Hallway	1	1								
26	Community Srvcs: Escalante Center	2150 E. Orange St. - Off Lobby	1									
27	Community Srvcs: Escalante Pool	2150 E. Orange St. - by pool (summer only)	1	1								
28	Community Srvcs: Center for the Arts	700 W. Rio Salado Pkwy - Backstage	1	1								
29	Community Srvcs: North Community Ctr	1555 N. Bridalwreath - off lobby	1									
30	Community Srvcs: Tempe Public Library	3500 S. Rural Rd. - 2nd Floor	1	2								
31	Kiwanis Park - Softball Park	5805 S. All American Way - Next to Bathrooms		1								

Replenishment Schedule - Vending minimum once per week; Avanti Markets minimum twice per week based on usage.

ATTACHMENT 1
Revised 7/14/15

MERCHANDISING/ BUSINESS
FACILITY LOCATION

	A	B	C	D	E	F	G	H	I	J	K	L
19	Location	Site Address	Snack	Cold Beverage	Hot Beverage	Combo: Bevg & nk	Cold Food	Frozen Food	Bill Changer	Micro Market	Cafeteria	Snack Bar
32	Kiwanis Park - Recreation Center	6111 All American Way - Gym Ramp Area	1	2								
33	Kiwanis Park - Recreation Center	6111 All American Way -	1	1					1			
34	Kiwanis Park - Recreation Center	6111 All American Way - Pool Snack Area	1	2					1			
35	Kiwanis Park - Recreation Center	6111 All American Way - Tennis Court Patio		1								
36	Tempe Fire Department	1340 E. University - Kitchen		1								
37	Tempe Fire Administration	1400 E. Apache Blvd. - Breakroom		1								
38	Tempe Fire Station #1	1450 E. Apache Blvd.		1								
39	Tempe Fire Station #2	3025 S. Hardy Drive		1								
40	Tempe Fire Station #3	5440 S. McClintock Drive		1								
41	Tempe Fire Station #4	300 E. Elliot Road		1								
42	Tempe Fire Station #5	723 E. Curry Road		1								
43	Tempe Fire Station #6	655 S Ash Avenue		1								
44	Tempe Police Headquarters	120 E. 5th St. - Basement	1	1								
45	Tempe Police Headquarters	120 E. 5th St. - 1st Floor East	1	1								
46	Tempe Police Headquarters	120 E. 5th St. - 1st Floor West	1	1								
47	Tempe Police Headquarters	120 E. 5th St. - 2nd Floor Admin	1	1								
48	Tempe Police Apache Substation	1855 E. Apache Blvd - Lobby	1	1								
49	Tempe Police Apache Substation	1855 E. Apache Blvd - Breakroom		1								
50	Tempe Police Apache Substation	1855 E. Apache Blvd - 2nd Floor Dispatch	1	1			1					
51	Tempe Police Hardy Substation	8201 S. Hardy Drive - back	1	1								
52	Public Works: Water	255 E. Marigold Lane - Admin Building	1	1								
53	Public Works: Water Treatment	6600 S. Price Rd. - Hallway/Breakroom		1								
54	Public Works: Water - Utility Building	307 W. Guadalupe - 1st Floor Breakroom	1	1								
55	Public Works: Equipment	53 S. Priest Drive Building D - Lobby Area	1	1								
56	Public works: Sanitation	55 S. Priest Drive - Building A	1	2								
57	Public Works: Traffic	945 S. Rio Salado Pkwy - Breakroom	1	1								
58	Public Works: Diablo Maintenance	2200 W. Alameda - Garage		1								

Replenishment Schedule - Vending minimum once per week; Avanti Markets minimum twice per week based on usage.

ATTACHMENT 1
Revised 7/14/15

MERCHANDISING/ BUSINESS
FACILITY LOCATION

	A	B	C	D	E	F	G	H	I	J	K	L
19	Location	Site Address	Snack	Cold Beverage	Hot Beverage	Combo: Bevg & nk	Cold Food	Frozen Food	Bill Changer	Micro Market	Cafeteria	Snack Bar
59	Public Works: Hardy Yard	505 S. Hardy Drive - Breakroom		1								
60	Public Works: Park Maintenance	6300 S. All American Way - Breakroom	1									
61	Public Works: Park Maintenance	6300 S. All American Way - Front Walkway		1								
62	Public Works: EVBOM Transportation	2050 W Rio Salado Pkwy - Fuel Island /Warerhse	1	1								
63	Public Works: EVBOM Transportation	2050 W Rio Salado Pkwy - Mechanics Brkrm.	1	1								
64	Public Works: EVBOM Transportation	2050 W Rio Salado Pkwy - Main Brkrm.	1	2	1							
65	Public Works: Transportation Center	200 E. 5th St. - 1st Floor Transportation		1								
66												
67												
68												
69												
70												
71												
72												
73												
74												
75												
76												
77												
78												
79												
80												
81												
82												
83												
84												
85												
86	MACHINE TOTALS	78	27	49	1	0	1	0	2	0	0	0

Replenishment Schedule - Vending minimum once per week; Avanti Markets minimum twice per week based on usage.

ATTACHMENT 2

CITY OF TEMPE
HEALTHY PRODUCT MIX

1	Blind Vendor agrees to include a mix of healthy alternative selections in all vending machines. Percentage of health snacks shall not be lower than:	25%
2	For the following locations, healthy alternative selections shall be maintained at a higher level than other machines. Percentage of healthy snacks shall not be lower than:	50%
	Edna Vihel Center	
	Escalante Center and Pool	
	North Community Center	
	Tempe Public Library	
	Kiwanis Park	

3	Awarded vendor is to use the following list from which to select healthy options;	**FIT PICK**
4	A review of the healthy/normal snack mix will be reviewed annually to see if percentages can be adjusted upward.	

EXHIBIT A

fit pick

FitPick® Product List

Snack Requirements (per package) ≤ 250 calories, ≤ 10 g fat*, ≤ 3 g saturated fat, 0 g trans fat, ≤ 230 mg of sodium, ≤ 20 g of sugar**

*Nuts and seeds are exempt from the total fat criteria due to their fiber, vitamin E and better fat content. These items must still meet the criteria for sodium and calories. **Unsweetened dried fruit exempt. **Note:** The values listed are the upper limit and as calories decrease, the allowances for fat and sugar decrease accordingly.

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Manufacturer	Product	Size (oz)	Size (g)	Cal	Cal Fat	% Fat	Fat (g)	Sat. Fat (g)	% Sat Fat	Chol. (mg)	Sod. (mg)	Carb (g)	Prot. (g)	Trans fat	Sugars (g)	Dietary Fiber (g)
Bare Fruit	Cherry/Banana	2.60	74	55	3	16.36%	1	0	0%	0	0	12	2	0	8	1
	Mango/ Pineapple	2.60	74	34	2	26.47%	1	0	0%	0	7	8	1	0	8	1
Back to Nature	Back to Nature Honey Graham Sticks	1.00	28	120	20	18.75%	2.5	0	0%	0	150	23	1	0	6	1
	Back to Nature Soft Baked Chocolate Chip Cookie	2.00	57	240	80	33.75%	9	3	11%	0	170	39	2	0	20	2
	Snackwell's Mini Chocolate Chip Bites	1.00	30	120	40	37.50%	5	1	8%	0	95	20	2	0	8	2
	Snackwell's Vanilla Crème Sandwich .85oz	0.85	24	110	25	20.45%	2.5	1	8%	0	85	19	1	0	9	0
Biscomerica	Basil's Low Fat Animal Snackers	2.00	57	194	40	18.56%	4	1	5%	0	100	36	2	0	14	0
	Basil's Mini Bites Chocolate Chip	1.50	43	160	35	6%	3.5	1.5	8%	0	50	30	3	0	14	2
Blue Diamond	Blue Diamond Whole Natural Almonds	1.50	42	160	130	78.75%	14	1	6%	0	0	0	6	0	1	3
CLIF	CLIF Z Bar Chocolate Chip (Ranked # 1 by manufacturer)	1.27	36	130	35	27.69%	4	1.5	10%	0	100	24	3	0	11	3
	CLIF Z Bar Chocolate Brownie - #2	1.27	36	120	30	26.25%	3.5	1	8%	0	125	23	3	0	10	3
	CLIF Z Bar Honey Graham - #3	1.27	36	130	25	13.85%	2	0.5	3%	0	95	26	3	0	10	3
	CLIF Bar Oatmeal Raisin Walnut	2.40	68	240	45	18.75%	5	1	4%	0	130	43	10	0	20	5
	CLIF Luna Bar - Nutz over Chocolate	1.69	48	180	60	30.00%	6	2.5	13%	0	190	25	9	0	10	4
	CLIF Luna Bar - Lemon Zest	1.69	48	180	45	25.00%	5	2	10%	0	115	25	9	0	13	3
	CLIF Luna Bar - Choc Peppermint Stick	1.69	48	180	45	25.00%	5	2.5	13%	0	120	28	8	0	12	4
	CLIF Luna Bar - White Choc Macadamia	1.69	48	190	60	33.16%	7	2.5	12%	0	210	25	9	0	11	3
	CLIF Mojo Mountain Mix	1.59	45	190	80	42.63%	9	1.5	7%	0	200	21	8	0	12	2
	CLIF Mojo Peanut Butter Pretzel	1.59	45	190	80	42.63%	9	2	9%	0	220	20	9	0	9	2
Coca-Cola/Odwalla	Odwalla Chocolate Chip Peanut Original	2.00	56	230	70	31.30%	8	1.5	6%	0	170	33	7	0	14	4
	Odwalla Super Protein Original Bar	2.00	56	210	40	19.29%	4.5	1	4%	0	150	30	14	0	17	4
	Odwalla Dark Chocolate Chip Walnut Bar	2.00	56	220	60	28.64%	7	1.5	6%	0	100	36	4	0	11	8
	Odwalla Bar Banana Nut	2.00	56	240	60	22.50%	6	1	4%	0	115	41	4	0	18	5
	Odwalla Bar Berries Go Mega	2.00	56	210	50	25.71%	6	0.5	2%	0	210	36	5	0	16	5
	Spikerz Vending - Spicy Cracker Bites (Ranch)	1.25	35	130	35	27.69%	4	0.5	3%	0	230	22	3	0	1	2
	Spikerz Vending - Spicy Craker Bites (Buffalo)	1.25	35	130	35	27.69%	4	0.5	3%	0	230	22	3	0	1	2
	Spikerz Vending - Spicy Craker Bites (Nacho Cheese)	0.90	26	100	25	27.00%	3	0	0%	0	160	16	2	0	1	2

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Darlington	Spikerz Vending - Spicy Cracker Bites (Ranch)	0.90	26	100	25	27.00%	3	0	0%	0	160	16	2	0	1	2
	Appleways Apple Soft Oatmeal Bars	1.20	34	140	40	28.93%	4.5	1.5	10%	0	80	24	2	0	9	1
	Appleways Chocolate Chip Soft Oatmeal Bars	1.20	34	130	35	27.69%	4	1	7%	0	75	24	2	0	9	1
	Appleways Strawberry Soft Oatmeal Bars	1.20	34	140	35	25.71%	4	1.5	10%	5	85	24	2	0	9	1
Dole	Dole Fruit Squish'ems - Apple	3.20	90	60	0	0.00%	0	0	0%	0	0	14	0	0	13	1
	Dole Fruit Squish'ems - Apple Mixed Berry	3.20	90	60	0	0.00%	0	0	0%	0	0	14	0	0	13	1
	Dole Fruit Squish'ems - Apple Strawberry	3.20	90	60	0	0.00%	0	0	0%	0	15	14	0	0	13	1
	Dole Fruit in 100% Fruit Juice - Mandarin Oranges	4.00	113	80	0	0.00%	0	0	0%	0	10	19	<1	0	18	1
	Dole Fruit in 100% Fruit Juice - Tropical Fruit	4.00	113	60	0	0.00%	0	0	0%	0	5	15	<1	0	14	1
	Dole Fruit in 100% Fruit Juice - Diced Peaches	4.00	113	80	0	0.00%	0	0	0%	0	5	19	<1	0	18	1
	Dole Fruit in 100% Fruit Juice - Mixed Fruit	4.00	113	80	0	0.00%	0	0	0%	0	5	19	0	0	17	1
	Dole Fruit in 100% Fruit Juice - Pineapple Tidbits	4.00	113	60	0	0.00%	0	0	0%	0	0	15	<1	0	14	1
	Dole Fruit in 100% Fruit Juice - Diced Pears	4.00	113	90	0	0.00%	0	0	0%	0	10	21	<1	0	18	2
	Dole Fruit in 100% Fruit Juice - Mixed Fruit (4.2oz)	4.20	119	80	0	0.00%	0	0	0%	0	5	20	<1	0	19	1
	Dole Fruit in 100% Fruit Juice - Mandarin Orangesixed Fruit (4.2oz)	4.20	119	80	0	0.00%	0	0	0%	0	10	20	<1	0	19	<1
Dole - Mrs. May's	Mrs. May's Trio Bars - Blueberry	1.20	35	160	90	56.25%	10	1.5	8%	0	45	15	5	0	10	2
	Mrs. May's Trio Bars - Cranberry	1.20	34	160	90	56.25%	10	1.5	8%	0	30	16	4	0	10	2
	Mrs. May's Trio Bars - Strawberry	1.20	35	190	110	56.84%	12	2	9%	0	45	14	5	0	8	2
	Mrs. May's Trio Bars - Tropical	**1.20**	**34**	**190**	**110**	**56.84%**	**12**	**2**	**9%**	**0**	**45**	**15**	**5**	**0**	**8**	**2**
Food Should Taste Good (General Mills)	Tortilla Chips- Multi Grain	1.50	42	210	90	38.57%	9	1	4%	0	120	27	4	0	2	5
	Tortilla Chips- Sweet Potato	1.50	42	210	90	38.57%	9	1	4%	0	120	28	3	0	3	5
	Tortilla Chips- Jalapeno	1.50	42	210	90	38.57%	9	1	4%	0	210	27	3	0	0	5
	Tortilla Chips- Olive	1.50	43	210	90	38.57%	9	1	4%	0	210	28	3	0	0	3
Flowers Bakery	**Mountain Grain & Fruit Bar Apple Cinnamon**	**1.30**	37	**150**	35	**21.00%**	**3.5**	0	**0%**	**0**	125	27	2	0	**12**	**1**
	Mrs. Frehsly's Chocolate Chip Cookie Bar	1.50	43	190	60	33.16%	7	1.5	7%	<5	90	30	2	0	14	3
	Mrs. Frehsly's Oatmeal Raisin Cookie Bar	1.50	43	180	60	30.00%	6	1	5%	10	160	29	2	0	13	3

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fit pick

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Frito Lay and Quaker (PepsiCo)	BAKED! CHEETOS w/ Calcium Crunchy	0.88	25	120	120	33.75%	4.5	0.5	4%	0	200	17	2	0	<1	<1
	BAKED! CHEETOS w/ Calcium Flamin Hot	0.88	25	120	120	33.75%	4.5	0.5	4%	0	190	18	2	0	0	<1
	BAKED! LAY'S BBQ	0.88	25	110	110	20.45%	2.5	0	0%	0	190	19	2	0	2	2
	BAKED! LAY'S Regular	0.88	25	100	100	13.50%	1.5	0	0%	0	115	20	2	0	2	2
	BAKED! LAY'S Sour Cream & Onion	0.88	25	110	110	24.55%	3	0	0%	0	190	19	2	0	3	2
	BAKED! DORITOS Nacho Cheese	0.75	21	90	90	30.00%	3	0.5	5%	0	170	16	2	0	<1	1
	BAKED! TOSTITOS SCOOPS Original	0.88	25	110	110	20.45%	2.5	0	0%	0	125	19	2	0	0	2
	BAKED! LAY'S REGULAR	1.125	32	130	20	13.85%	2	0	0%	0	150	26	2	0	2	2
	BAKED! LAY'S SOUTHWESTERN RANCH	1.00	28	120	30	22.50%	3	0.5	4%	0	160	21	2	0	2	2
	BAKED! LAY'S BBQ	1.125	32	140	31	22.50%	3.5	0.5	4%	0	220	24	2	0	4	2
	BAKED! LAY'S Sour Cream and Onion	1.125	32	130	28	22.50%	3.5	0.5	4%	0	190	21.1	1.8	0	4	1.8
	RF DORITOS Nacho Cheese	1.00	28	130	45	34.62%	5	0.5	3%	0	200	20	2	0	0	2
	RF DORITOS Cool Ranch	1.00	28	130	45	34.62%	5	1	7%	0	160	19	2	0	1	2
	RF DORITOS Spicy Sweet Chili	1.00	28	130	45	34.62%	5	0.5	3%	0	180	20	2	0	<1	2
	RF SMARTFOOD White Cheddar Popcorn	0.50	14	60	25	37.50%	2.5	0	0%	0	125	9	2	0	0	1
	ROLD GOLD Heartzels	1.00	28	120	10	11.25%	1.5	0	0%	0	200	23	2	0	1	2
	QUAKER SNACK MIX KID'S MIX	0.88	25	110	35	32.73%	4	1	8%	0	190	18	2	0	4	1
	SMARTFOOD SELECTS GARLIC TOMATO BASIL HUMMUS CHIPS	0.80	23	100	40	36.00%	4	0	0%	0	130	13	3	0	1	2
	SMARTFOOD SELECTS FETA & HERB HUMMUS POPPED CHIPS	0.80	23	100	40	36.00%	4	0	0%	0	130	13	3	0	1	2

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	SMARTFOOD SELECTS SWEET BBQ POPPED CHIPS	0.80	23	100	35	36.00%	4	0	0%	0	170	17	1	0	2	1
	SUNCHIPS APPLE CINNAMON MORNING MIX-UPS	1.55	44	200	60	27.00%	6	0.5	2%	0	130	32	5	0	7	3
	Quaker Chewy Peanut Butter Chocolate Chip (.84oz)	0.84	24	100	27	27.00%	3	1	2%	0	95	17	2	0	7	1
	Quaker Chewy Low Fat Smores (.84oz) (*Choc Chip qualifies also)	0.84	24	90	20	27.00%	2	0.5	2%	0	80	19	1	0	7	1
	Quaker Chewy Low Fat 90 Calorie Chocolate Chunk (.84oz) (*PB qualifies also)	0.84	24	90	20	27.00%	2	0.5	2%	0	80	19	1	0	7	1
	Quaker Chewy Low Fat 90 Calorie Oatmeal Raisin (.84oz)	0.84	24	90	20	27.00%	1.5	0	2%	0	80	19	1	0	7	1
General Mills	Fiber One Oats & Chocolate	1.40	40	140	35	25.71%	4.0	1.5	10%	0	95	29	2	0	10	9
	Fiber One Oats & Peanut Butter	1.40	40	150	40	27.00%	4.5	2.0	12%	0	105	28	3	0	9	9
	Natures Valley Chewy Trail Mix/Fruit and Nut	1.20	35	140	35	25.71%	4	0.5	3%	0	100	25	3	0	14	1
	Nature Valley Granola Bar/Oats and Honey	1.50	42	190	60	28.42%	6	0.5	2%	0	160	29	4	0	12	2
	Natures Valley Crunch Peanut Butter	1.50	42	190	60	33.16%	7	1.0	5%	0	180	28	5	0	11	2
	Nature Valley S&S Almond	1.20	35	160	60	39.38%	7	2.0	11%	0	150	22	0	0	12	2
	Nature Valley S&S Peanut	1.20	35	170	70	47.65%	9	2.5	13%	0	150	19	0	0	11	2
	Natures Valley Crunchy Granola/Apple Crisp	1.50	42	160	50	33.75%	6	0.5	3%	0	140	26	3	0	11	2
	Cinnamon Brown Sugar	1.87	53	230	70	31.30%	8	1.0	4%	0	190	35	4	0	13	4
	Berry	1.42	40	190	80	42.63%	9	3.0	14%	0	160	17	10	0	11	3
	Simply Chex Cheddar	0.92	26	110	25	36.00%	2.5	0.5	4%	0	135	20	2	0	4	2
	Simply Chex Chocolate Caramel	1.03	29	130	40	30.7	4.0	1.5	10%	0	70	22	2	0	8	2
	Simply Chex Strawberry Yogurt	1.03	29	120	25	20.80%	3	1	8%	0	55	23	2	0	6	2
	Team Cheerios - Strawberry Cereal Bar	1.42	40	150	30	18.00%	3	0.5	3%	0	90	30	2	0	9	2
	Nature Valley Soft Baked Cinnamon Bar		53	230	70	31.30%	8	1	4%	25	190	35	4	0	13	4
	FSTG Real Good Bar Chocolate Hazelnut		40	220	160	69.55%	17	4	16%	0	45	15	4	0	11	3
	FSTG Real Good Bar Coconut Chai		40	220	140	65.45%	16	4.5	18%	0	30	16	4	0	10	3
	Betty Crocker Oatmeal Bar Double Chocolate		35	150	45	30.00%	5	1	6%	15	115	24	2	0	8	3
	Cinnamon Toast Crunch Cereal Bar		40	150	20	18.00%	3	0.5	3%	0	115	30	3	0	8	3
	Cocoa Puffs Cereal Bar - 96 Ct.		40	150	30	18.00%	3	0.5	3%	0	110	30	3	0	9	3
	Betty Crocker Oatmeal Butterscotch Bar		35	150	50	30.00%	5	1	6%	20	120	23	2	0	8	2
	Betty Crocker Oatmeal Chocolate Chip Bar		35	150	50	30.00%	5	1	6%	20	120	23	2	0	8	2
	Simply Chex Snack Mix Habenero Lime Xtreme	0.92	26	110	25	20.45%	2.5	0.5	4%	0	170	30	2	0	3	2
	Nature Valley Crisp Cinnamon	1.20	34	150	45	30.00%	5	0.5	3%	0	140	25	3	0	9	2
	Cheerios Cup Cereal	1.30	39	150	20	15.00%	2.5	0.5	3%	0	190	29	5	0	2	4
	Chex Mix Single-Serve Honey Nut	1.75	49	200	54	27.00%	6	1	5%	0	220	37	3	0	7	3

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	NV Oats n. Dark Chocolate Crunch		26	110	25	20.45%	2.5	0.5	4%	0	170	20	2	0	3	2
	Apple Cinnamon Cheerios Bar		40	150	30	18.00%	3	0.5	3%	0	95	30	2	0	9	3
	Golden Grahams Cereal Bar		40	150	30	18.00%	3	0.5	3%	0	110	30	2	0	9	3
	Trix Cereal Bar		40	150	30	18.00%	3	0.5	3%	0	105	30	2	0	9	3
	Chex Mix Hot n' Spicy 60 ct	0.92	26	110	25	28.64%	3.5	0.5	4%	0	160	19	3	0	2	2
	Nature Valley Roasted Nut Crunch Bar - Almond		35	190	130	61.58%	13	1.5	7%	0	190	13	6	0	8	2
	Nature Valley Roasted Nut Crunch Bar - Peanut		35	190	120	61.58%	13	1.5	7%	0	190	13	6	0	8	2
Hostess	Hostess Brands-Mini Muffins-Banana Walnut	2 oz.	57	220	80	14.00%	9	1	5%	35	150	31	3		18	< 1g 4%
Kar Nuts	Mango Pineapple Trail Mix (Unsalted)	1.50	28	120	45	37.50%	5	0.5	4%	0	15	18	2	0	13	1
	Raisins	1.00	28	80	0	0.00%	0	0	0%	0	0	22	<1	0	17	1
	Almonds (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.00	28	160	130	78.75%	14	1	6%	0	0	5	6	0	1	3
	Original Unsalted Trail Mix (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.50	42	200	130	63.00%	14	1.5	7%	0	0	17	7	0	10	3
	Salted Cashews (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.00	28	160	120	78.75%	14	2.5	14%	0	80	9	5	0	1	1
	Salted Peanuts (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.00	28	170	130	79.41%	15	2.5	13%	0	90	4	8	0	1	3
	Kashi® GOLEAN® Cereal-in-a-Cup	1.60	45	130	10	6.92%	1	0	0%	0	75	26	12	0	5	9
	Kashi® GOLEAN Crunch!® Cereal-in-a-Cup	2.30	65	240	35	13.13%	3.5	0	0%	0	125	47	11	0	16	10
	Kashi® Heart to Heart® Honey Oat Cereal Cereal-in-a-Cup	1.40	40	140	20	12.86%	2	0	0%	0	100	31	4	0	6	6
	Kashi® Heart to Heart® Wild Blueberry Cereal Cereal-in-a-Cup	1.90	54	200	15	9.00%	2	0	0%	0	135	43	6	0	12	4
	Kellogg's FiberPlus® Antioxidants Bar Chocolate Chip	1.20	36	120	40	30.00%	4	2	15%	0	55	26	2	0	7	9
	Kellogg's FiberPlus® Antioxidants Bar Chocolatey Peanut Butter	1.20	36	120	45	37.50%	5	2.5	19%	0	95	24	3	0	7	9
	Nutri-Grain® Cereal Bar Apple Cinnamon	1.30	37	120	30	22.50%	3	0.5	4%	0	110	24	2	0	12	3
	Nutri-Grain® Cereal Bar Blueberry	1.30	37	120	30	22.50%	3	0.5	4%	0	110	24	2	0	12	3
	Nutri-Grain® Cereal Bar Raspberry	1.30	37	120	30	22.50%	3	0.5	4%	0	110	24	2	0	12	3
	Nutri-Grain® Cereal Bar Strawberry	1.30	37	120	30	22.50%	3	0.5	4%	0	125	24	2	0	11	3
	Special K® Bar Blueberry	0.81	23	90	15	20.00%	2	1	10%	0	85	18	<1	0	7	3

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fit pick

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Kellogg's	Special K® Bar Chocolately Drizzle	0.80	22	90	15	15.00%	1.5	1	10%	0	95	17	<1	0	6	3
	Special K® Bar Red Berries	0.81	23	90	15	15.00%	1.5	1	10%	0	85	18	<1	0	8	3
	Special K® Blueberry Pastry Crisp	0.88	25	100	20	18.00%	2	1	9%	0	80	20	1	0	7	<1
	Special K® Strawberry Pastry Crisp	0.88	25	100	20	18.00%	2	1	9%	0	80	20	1	0	7	<1
	Austin® Zoo Animal Crackers	1.00	28	120	15	15.00%	2	0	0%	0	85	23	2	0	6	0
	Kashi® GOLEAN® Chewy Bar Oatmeal Raisin	1.90	55	190	40	21.32%	4.5	2.5	12%	0	105	33	10	0	19	5
	Kashi® TLC® Chewy Granola Bar Honey Almond Flax	1.20	35	140	45	32.14%	5	0	0%	0	105	19	7	0	5	4
	Kashi® TLC® Chewy Granola Bar Peanut Butter	1.20	35	140	45	32.14%	5	0.5	3%	0	85	19	7	0	5	4
	Kashi® TLC® Chewy Granola Bar Trail Mix	1.20	35	140	45	32.14%	5	0.5	3%	0	95	20	6	0	6	4
	Stretch Island Fruit Co.™ Fruit Strip Autumn Apple	0.74	21	70	0	0.00%	0	0	0%	0	10	16	0	0	14	2
	Stretch Island Fruit Co.™ Fruit Strip Harvest Grape	0.91	26	90	0	0.00%	0	0	0%	0	5	21	0	0	16	2
	Special K® Cracker Chips Cheddar	0.87	25	90	20	25.00%	2.5	0	0%	0	190	18	2	0	1	2
	Special K® Cracker Chips Sea Salt	0.87	25	90	15	20.00%	2	0	0%	0	190	19	2	0	0	3
	Special K® Cracker Chips Sour Cream & Onion	0.87	25	90	20	25.00%	2.5	0	0%	0	190	19	2	0	1	2
	Special K® Cracker Chips Southwest Ranch	0.87	25	90	20	20.00%	2	0	0%	0	190	19	2	0	1	2
	Special K® Cracker Chips Honey BBQ	0.87	25	90	20	20.00%	2	0	0%	0	180	19	1	0	2	2
	Special K® Popcorn Chips Sweet & Salty	0.77	22	90	15	20.00%	2	0	0%	0	85	18	1	0	2	0
Kind	KIND BAR,NUT DELIGHT*	1.40	40	210	150	47.14%	11	1.5	6%	0	15	20	5	0	11	4
	KIND BAR,FRUIT & NUT DELIGHT #1	1.40	40	180	100	80.00%	16	2	10%	0	10	14	7	0	5	4
	KIND BAR,FRUIT & NUT DELIGHT W/Yogurt*	1.40	40	210	110	51.43%	12	3.5	15%	0	20	25	4	0	17	4
	Kind Bar, Cranberry Almond*	1.40	40	190	110	61.58%	13	1.5	7%	0	20	20	3	0	12	3
Kraft	PLANTERS Honey Roasted Peanuts Dry Roasted (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.00	28	160	110	73.13%	13	2	11%	0	115	7	6	0	4	2
	PLANTERS Salted Peanuts (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	**1.00**	**28**	**170**	**130**	**74.12%**	**14**	**2**	**11%**	**0**	**115**	**5**	**7**	**0**	**1**	**2**
Mrs. May's	TROPICAL TRIO BAR	1.20	35	170	100	18.00%	12	1.5	9%	0	45	15	5	0	6	2
	APPLE FREEZE DRIED FRUIT CHIPS	0.35	10	38	0	0.00%	0	0	0%	0	0	9	0	0	7	1.5
	PINEAPPLE FREEZE DRIED FRUIT CHIPS	0.35	10	38	0	0.00%	0	0	0%	0	1	9	0	0	7	1
	STRAWBERRY FRUIT CHIPS	0.35	10	38	0	0.00%	0	0	0%	0	0	9	1	0	4	2
	POM-RASPBERRY CRUNCH	2.00	28	149	78	13.00%	9	2	10%	0	49	13	4	0	6	5

EXHIBIT A

fit pick

FitPick® Product List

Snack Requirements (per package): ≤ 250 calories, ≤ 10 g fat*, ≤ 3 g saturated fat, 0 g trans fat, ≤ 230 mg of sodium, ≤ 20 g of sugar**

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PLEASE NOTE: Snack products that meet FitPick requirements noted above are compliant products. The products included on the list below represent a sampling of the products that may comply and is intended to serve as a helpful guideline. This is **not** intended to serve as a comprehensive list of all compliant products available in the industry.

Mars	Snickers Marathon Energy Chocolaty Peanut	1.94	55	210	70	34.29%	8	3	13%	0	200	26	13	0	15	5
	Snickers Marathon Energy Honey Toasted Almond	1.55	44	150	40	27.00%	4.5	2	12%	0	125	22	10	0	10	7
	Snickers Marathon Crunchy Chocolate Crisp	1.94	55	140	35	25.71%	4	1.5	10%	0	90	22	5	0	10	3
	Snickers Marathon Crunch Multigrain	1.94	55	140	40	28.93%	4.5	1.5	10%	0	80	21	5	0	10	5
McKee	FS Original Granola Sleeve	1.25	35	150	35	6.00%	4	0.5	3%	0	115	26	3	0	8	3
	FS Fig Bars	1.50	43	160	25	5.00%	3	1	5%	0	100	32	1	0	18	1
	FS Apple Cinnamon Fruit & Grain Bars	1.38	39	150	30	5.00%	3.5	1	5%	0	70	28	1	0	16	1
	FS Totally Apple Cinnamon Bars	1.21	35	140	35	6.00%	4	1.5	8%	0	110	25	2	0	10	4
	FS Strawberry Fruit & Grain Bars	1.38	39	150	30	5.00%	3.5	1	5%	0	70	28	1	0	16	1
Medora Snacks	PopCorners Kettle	1.10	32	140	35	25.71%	4	0	0%	0	110	23	2	0	3	<1
	PopCorners Sea Salt	1.10	32	140	30	22.50%	3.5	0	0%	0	190	22	2	0	0	0
	PopCorners Cheesy Jalapeno	1.10	32	150	50	36.00%	6	0.5	3%	0	135	19.2	2.6	0	1	<1
	PopCorners Caramel	1.10	32	130	40	31.15%	4.5	0.5	3%	0	60	24	3	0	2	<1
Mondelez	TEDDY GRAHAMS Graham Snacks CHOCOLATE	0.74	21.0	90	30	30.00%	3.0	1.0	10%	0	125.0	15.0	1.0	0	5.0	1.0
	100 CALORIE PACKS WHEAT THINS TOASTED CHIPS	0.80	22.0	100	25	27.00%	3.0	0.0	0%	0	230.0	16.0	2.0	0	2.0	1.0
	100 CALORIE PACKS RITZ Baked Snacks SNACK MIX	0.80	22.0	100	25	27.00%	3.0	0.5	5%	0	200.0	16.0	2.0	0	2.0	1.0
	100 CALORIE PACKS HONEY MAID BAKED SNACKS CINNAMON ROLL	0.74	21.0	100	30	27.00%	3.0	1.5	14%	0	120.0	16.0	1.0	0	6.0	0.0
	100 CALORIE PACKS CHIPS AHOY! Baked Chocolate Chip Snacks	0.81	23.0	100	25	27.00%	3.0	0.5	5%	0	140.0	18.0	1.0	0	7.0	1.0
	NEWTONS FRUIT CRISPS SNACKS MIXED BERRY	1.00	28.0	110	15	16.36%	2.0	0.0	0%	0	95.0	22.0	1.0	0	9.0	0.0
	TEDDY GRAHAMS Graham Snacks CINNAMON	1.00	28.0	120	35	30.00%	4.0	0.5	4%	0	90.0	21.0	2.0	0	7.0	1.0
	100 CALORIE PACKS OREO Baked Chocolate Wafer Snacks THIN CRISPS	0.81	23.0	100	20	18.00%	2.0	0.0	0%	0	150.0	19.0	1.0	0	8.0	1.0
	100 CALORIE PACKS LORNA DOONE Cookie Crisps SHORTBREAD	0.74	21.0	100	30	27.00%	3.0	1.5	14%	0	120.0	16.0	1.0	0	6.0	0.0
	BelVita Golden Oat Breakfast Biscuit	1.76	50	230	80	31.30%	8	0.5	2%	0	220	35	4	0	11	3

EXHIBIT A

fit pick

FitPick® Product List

Snack Requirements (per package): ≤ 250 calories, ≤ 10 g fat*, ≤ 3 g saturated fat, 0 g trans fat, ≤ 230 mg of sodium, ≤ 20 g of sugar**

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	BelVita Blueberry Breakfast Biscuit	1.76	50	230	70	31.30%	8	0.5	2%	0	220	36	4	0	13	3
	BelVita Soft Baked Mixed Berry Single Serve	1.76	50	190	60	33.16%	7	0.5	2%	0	150	32	3	0	10	5
	BelVita Soft Baked Oats & Chocolate Single Serve	1.76	50	200	60	31.50%	7	1	5%	0	150	33	3	0	10	5
	Honey Maid Lil' Squares	1.06	30	130	25	20.77%	3	0	0%	0	150	24	2	0	8	2
Mr. Nature	Raisins	1.00	28	90	0	0.00%	0	0	0%	0	7	20	1	0	20	2
	Unsalted Trail Mix (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.10	29	130	60	48.46%	7	1	7%	0	10	14	5	0	5	2
	Salted Almonds (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.00	28	170	110	63.53%	12	1	5%	0	40	7	7	0	1	3
	Salted Cashews (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.00	28	165	100	60.00%	11	4	22%	0	94	9	6	0	1	3
	Happy Trail Mix	1.50	42	195	90	41.54%	9	3	14%	0	82.5	22.5	4.5	0	19.5	1.5
	Unsalted Trail Mix (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.75	50	210	90	47.14%	11	2	9%	0	18	23	7	0	7	2
	Fruit Mix	1.75	50	175	20	10.29%	2	0	0%	0	53	40	0	0	26	2
	Salted Peanuts (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.00	28	170	130	74.12%	14	2	11%	0	130	6	8	0	0	3
	Oriental Mix	1.00	28	110	0	0.00%	0	0	0%	0	160			0	1	0
Nugo	Nugo Dark Chocolate Chip	1.76	50	200	50	22.50%	5	3	14%	0	45	30	10	0	14	2
	Nugo Chocolate Trail Mix	1.76	50	160	45	28.13%	5	1.5	8%	0	70	27	9	0	13	4
	Nugo Dark Chocolate Mocha Bar	1.76	50	200	50	22.50%	5	3	14%	0	70	30	10	0	14	2

EXHIBIT A

fit pick

FitPick® Product List

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Peeled Snacks Inc.	Apple-2-the-Core Peeled (1.23oz)	1.23	35	110	0	0.00%	0	0	0%	0	0	27	0	0	20	3
	Much-Ado-About-Mango Peeled (1.4oz)	1.40	40	120	0	0.00%	0	0	0%	0	0	28	2	0	20	2
Pepperidge Farm	100 Calorie Cheddar Goldfish made with Whole Grains	0.75	21	100	30	31.50%	3.5	1	9%	5	170	14	3	0	0	1
	Baked Naturals Cracker Chips/Multi-grain	1.00	28	130	35	27.69%	4	0.5	3%	0	200	22	1	0	3	2
Popchips	Popchips BBQ	0.80	23	100	25	27.00%	3	0	0%	0	210	16	1	0	2	1
	Popchips Original	0.80	23	100	25	27.00%	3	0	0%	0	230	16	1	0	0	1
	Popchips Sea Salt & Vinegar	0.80	23	100	30	27.00%	3	0	0%	0	210	16	1	0	1	1
Powerbar (Nestle)	PBar Prfrm Choc 2.29oz	2.29	64	220	50	10.23%	2.5	0	0	0	170	32	11	0	13	4
	PBar PrfrmChocPB 2.29oz	2.29	64	220	50	10.23%	2.5	0	0	0	170	32	11	0	13	4
Roberts American Gourmet	Pirate's Booty*	1.00	28	130	45	34.62%	5	1	#REF!	0	150	18	2	0	0	1
Snak King	The Whole Earth Multigrain Chips - Spicy Nacho	1.25	35	160	50	28.13%	5	0.5	3%	0	150	26	3	0	1	1
	TWE Multigrain Chips w/Sea Salt	1.25	35	150	45	30.00%	5	0.5	3%	0	130			0	2	3
	The Whole Earth Kettle Corn	1.00	28	130	45	34.62%	5	1	7%	0	130	19	2	0	6	2
Snikiddy	Grilled Cheese Puffs	1.00	28	120	40	33.75%	4.5	1	8%	5	190	17	3	0	1	1
	Snikiddy Fries Baked Cheddar Fries	1.00	28	130	40	31.15%	4.5	0.5	3%	0	180	20	2	0	2	1
	Snikiddy Fries Baked Southwest Cheddar Fries	1.00	28	130	40	31.15%	4.5	0.5	3%	0	180	20	2	0	2	1
Snyder's-Lance	Olde Tyme Pretzels	1.58	30	120	10	7.50%	1	0	0%	0	120	24	3	0	0	1
	Honey Mustard & Onion Nibbler	1.50	43	195	35	20.77%	4.5	2	9%	0	140	33	4	0	1	1
	Mini Pretzels	0.90	30	100	0	0.00%	0	0	0%	0	220	22	2	0	1	1
	Gluten Free 100 Calorie Pack	0.90	26	100	10	13.50%	1.5	0.5	5%	0	220	22	0	0	0	0
	Stella D'oro Original Breakfast Treats	3.00	84	90	25	25.00%	2.5	1	10%	0	70	15	1	0	6	0
	Stella D'oro Margherite	3.00	84	120	40	30.00%	4	2	15%	0	85	20	2	0	6	0