



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: 2020 November 4 | 07:41:05 PST

Compass Group USA, Inc.
DBA Canteen
150 Gordon Drive
Exton, PA 19341

Attention: Ian Rickerby, Regional Sales Director

Reference: RFP 2000003152 – Vending Machine Services

Acceptance Agreement

Contract Number: 4400010201

This Acceptance Agreement signifies a contract award to Compass Group USA, Inc. DBA Canteen for **Vending Machine Services**. The period of this contract shall be from Date of Award through August 31, 2023, with seven (7) one (1) year renewal options.

The contract award shall be in accordance with the following:

- 1) This Acceptance Agreement; and
- 2) The Attached Memorandum of Negotiations.

This Acceptance Agreement shall serve as your official notice to proceed. Please provide your Insurance Certificate in accordance with paragraph 17 of the contract within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Procurement and Material Management website at www.fairfaxcounty.gov/contracts by searching contract number 4400010201.

All questions in regards to this contract shall be directed to the Contract Specialist, Nicole Cifci, at 703-324-2854 or via e-mail at Nicole.Cifci@fairfaxcounty.gov.

Sincerely,

DocuSigned by:

Cathy A. Muse

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Cathy A. Muse, CPPO
Director/County Purchasing Agent

DS MB DS SP

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



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MEMORANDUM OF NEGOTIATIONS

RFP 2000003152

The County of Fairfax (hereinafter called the County) and Compass Group USA, Inc. DBA Canteen (hereinafter called the Contractor) hereby agree to the following in the execution of Contract **4400010201**. The final contract contains the following documents listed in the order of precedence with the highest priority being item (a):

- a. This Memorandum of Negotiations;
- b. County's Request for Proposal RFP 2000003152 and all Addenda; and
- c. Compass Group USA, Inc. DBA Canteen Technical and Cost proposal dated July 27, 2020.

In addition, the County and the Contractor agreed to the following:

1. The Contractor will continue to grow healthier offerings throughout the County
2. The Contractor will provide a commission rate of 34% of the gross revenue less sales tax and fees on a monthly basis.
3. The portions of Compass Group USA, Inc. DBA Canteen cost proposal dated July 27, 2020 that proposed contract changes to RFP Special Provisions, Section 17. are rejected and the original language in RFP Special Provisions Section 17 will apply.
4. RFP Special Provisions Section 9, Item 9.2. is deleted in its entirety and replaced with the following:
 - 9.2. Prices for menu items will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. The Prices are based, in part, on assumptions regarding population, hours of operation, other conditions on the Premises, labor costs (including, but not limited to benefits and insurance), product costs, fuel costs, Federal, state, any change in Federal, state or local law including regulatory or legislative mandates, and local tax structure, and any other levy or tax that impacts Canteen's services ("Factors"). If there are changes in such Factors, Canteen may modify the Prices by mutual agreement with the County in a manner proportionate to such changes. Notwithstanding the foregoing, Product prices may be adjusted by Canteen by mutual agreement with the County annually at a rate equal to the greater of the then-current, relevant rate published for the Employment Cost Index ("ECI") or the national or regional Consumer Price Index ("CPI"). The total of the increase in the contract unit price will NOT exceed a total of \$.10 per item.
5. The language below is added to RFP General Conditions and Instructions to Bidders, Section 29:
 - c. Contractor may terminate the contract upon 60 days written notice in the event of an uncured breach by the County.

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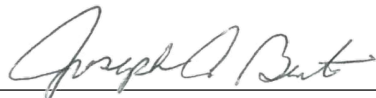
Memorandum of Negotiations
RFP 2000003152
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6. RFP General Conditions and Instructions to Bidders, Section 58, Item a. is deleted in its entirety and replaced with the following:

- a. General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or willful misconduct of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract

ACCEPTED BY:

**Compass Group USA, Inc. by
and through its Canteen Division**



Signature

10/30/2020

Date

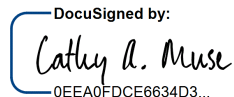
Joe Benti

Print

Division President

Title

Fairfax County

DocuSigned by:

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Cathy A. Muse, CPPO
Director/County Purchasing Agent

2020 November 2 | 16:17:29 EST

Date