

**CONSENT TO ASSIGNMENT, ASSUMPTION AGREEMENT AND RELEASE,
AND FIRST AMENDMENT TO AGREEMENT FOR VENDING SERVICES
AMONG THE CITY OF SAN JOSE,
NOOR VENTURES, LLC AND ME FIT VENDING, INC.**

This CONSENT TO ASSIGNMENT, ASSUMPTION AGREEMENT AND RELEASE, AND FIRST AMENDMENT TO AGREEMENT (“Assignment and Amendment”) is entered into this 26th day of January, 2022 (“Effective Date”), by and among the CITY OF SAN JOSE (“CITY”), a municipal corporation, NOOR VENTURES, LLC, a California limited liability company (“ASSIGNOR”), and ME FIT VENDING, INC., a Delaware corporation authorized to do business in California (“ASSIGNEE”).

RECITALS

WHEREAS, on March 11, 2019, CITY and ASSIGNOR entered into an agreement entitled “AGREEMENT FOR VENDING SERVICES BETWEEN THE CITY OF SAN JOSE AND NOOR VENTURES VENDING COMPANY” (“AGREEMENT”); and

WHEREAS, on June 4, 2021, CITY executed a Notice of Exercise of Option to Extend Agreement to extend the term of the AGREEMENT for the first of five option periods, from July 1, 2021 through June 30, 2022 (“Option Notice No. 1”); and

WHEREAS, on October 15, 2021, ASSIGNEE acquired the assets of ASSIGNOR; and

WHEREAS, ASSIGNEE has received and reviewed a copy of the AGREEMENT; and

WHEREAS, ASSIGNEE desires to assume the rights and obligations of ASSIGNOR under the AGREEMENT as of the Effective Date of this Assignment and Amendment; and

WHEREAS, the section of the AGREEMENT entitled “ASSIGNABILITY” prohibits the assignment of the AGREEMENT without the CITY’s prior written consent; and

WHEREAS, ASSIGNEE desires to obtain the consent of CITY to ASSIGNEE's assumption of ASSIGNOR's rights and obligations under the AGREEMENT. As an inducement to the CITY to provide its consent to this assumption, ASSIGNEE is assuming the obligations of ASSIGNOR set forth in the AGREEMENT; and

WHEREAS, CITY has determined that ASSIGNEE is eligible to assume the rights and obligations of ASSIGNOR under the AGREEMENT; and

WHEREAS, CITY desires to consent to the assignment of the AGREEMENT to ASSIGNEE under the terms and conditions of this Assignment and Amendment; and

WHEREAS, CITY and ASSIGNEE desire to amend the AGREEMENT to revise the scope of services;

NOW, THEREFORE, the parties agree as follows:

SECTION 1. ASSIGNEE hereby acknowledges that ASSIGNEE has received and reviewed the AGREEMENT and understands all of the obligations of ASSIGNOR under the AGREEMENT.

SECTION 2. ASSIGNEE hereby fully assumes the rights, title, interests, and obligations of ASSIGNOR under the AGREEMENT, as if it had originally been made, executed and delivered by ASSIGNEE as of the date hereof.

SECTION 3. This Assignment and Amendment will commence on the Effective Date.

SECTION 4. ASSIGNOR hereby waives any claims or rights that it may now have or may have in the future against CITY arising out of the AGREEMENT.

SECTION 5. Except as expressly stated herein, nothing contained herein shall be construed to constitute a waiver or release by the CITY of any right, term or condition of the AGREEMENT.

SECTION 6. ASSIGNEE represents that no false or misleading statements have intentionally been made to CITY in any oral or written communications in connection with the proposed assumption and release.

SECTION 7. The CITY hereby consents to the assignment of the AGREEMENT to the ASSIGNEE, and (a) releases ASSIGNOR from any liability or obligation under the AGREEMENT, from and after the Effective Date, and (b) will not exercise any remedies under the AGREEMENT, but in no event shall the release of ASSIGNOR serve to release ASSIGNEE of any obligations assumed under this AGREEMENT as of the Effective Date.

SECTION 8. This Assignment and Amendment is governed by California Law.

SECTION 9. This Assignment and Amendment will not become effective until each of the following occurs:

- a. The Assignment and Amendment is executed by the parties; and
- b. ASSIGNEE has provided proof of insurance, satisfactory to the CITY's Risk Manager, of insurance coverage meeting the requirements of the section entitled "INSURANCE REQUIREMENTS" and Exhibit E, entitled "Insurance Requirements", of the AGREEMENT.

SECTION 10. The AGREEMENT together with Option Notice No. 1 embodies the agreement between the CITY and ASSIGNEE regarding the rights and obligations ASSIGNEE is assuming.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

APPROVED AS TO FORM:

Aaron Yu

Email: aaron.yu@sanjoseca.gov

AARON YU
Deputy City Attorney

“CITY”

CITY OF SAN JOSE, a municipal

Sarah Zarate

Email: sarah.zarate@sanjoseca.gov

SARAH ZARATE
Director, Office of the City Manager

“ASSIGNEE”

ME FIT VENDING, INC., a Delaware corporation

vijay.meduri@mefitvending.com

Email: vijay.meduri@mefitvending.com

VIJAY MEDURI
Chief Executive Officer

“ASSIGNOR”

NOOR VENTURES, LLC, a California limited liability company

Christopher Noor

Email: chrisnoor@hotmail.com

CHRISTOPHER NOOR
Chief Executive Officer

REVISED EXHIBIT A

SCOPE OF SERVICES

GENERAL INFORMATION

The nutrition standards for vending machine beverages and snacks in all branch libraries shall adhere to the criteria below and as defined in Revised Exhibit A-2 entitled "75% Healthy Choices Product List". (These standards are based on the nutritional standards adopted by the County of Santa Clara Board of Supervisors.)

Beverages: All beverages offered in each vending machine shall be one of a combination of the following:

- Water (with no additives)
- 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 8 ounces per container)
- Low-calorie beverages that do not exceed 40 calories per 8-ounce serving (teas, electrolyte replacements)
- Other non-caloric beverages, such as tea and diet sodas

Snacks/food: All snacks/foods offered in each vending machine shall meet the following criteria:

- a. Not more than 35% calories from fat with the exception of nuts and seeds; snack mixes and other foods of which nuts are a part must meet the 35% standard
- b. Not more than 10% calories from saturated fat
- c. Does not contain trans-fats added during processing (hydrogenated oils and partially hydrogenated oils)
- d. Not 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 and fats
- e. Not more than 360 mg of sodium per serving

All vending machines at all branch libraries shall carry at least 75% healthy food and drink choices except for the Martin Luther King Jr. Library where at least 50% of healthy food and drink choices are available. The City shall require that all healthy choice items be placed in the middle slots of all vending machines that carry healthy choices.

PRODUCT MIX

Contractor shall produce and maintain a product list for the term of the Agreement. Products list shall include (at a minimum) type of product, unit size, and pricing. The Contractor shall provide a product list differentiating the ratio of 75% healthy versus 25% non-healthy items. This percentage is based on the overall assortment in each machine.

The City reserves the right to approve any and all products before their use in the vending machines. The City also reserves the right to request any changes in product line. Requests for product line changes shall be in writing. New product line selling price must

be approved in writing by the Director or designee before the new product line is made available in the vending machine.

When a price increase becomes necessary due to a change in sales tax, other taxes, or in other costs to include wholesaler increases or manufacturer's increase, such changes must be documented to and approved by the Director or designee.

For items to be purchased, only generally recognized and accepted name brands shall be used. All expired products must be removed from machines no later than the recommended consumption date shown on the product.

All items in snack and beverage machines will have nutritional information available at each branch reception area.

Beverage machines shall be the bottle-drop type, so that soda, juice and water selections are available in one machine.

Any product used must be shown on the product list sheet and dispensed at the price shown. After initial installation, Contractor shall not substitute products on this list or in machines without written approval of the Director or designee.

VENDING MACHINES/EQUIPMENT

All machines shall be checked periodically and filled as required. Contractor shall provide a sufficient quantity (minimum of 50% stock levels at all times of all items and total items) and a diversity of products to meet normal vending demands until the next scheduled visit.

All vending machines shall be energy efficient, qualified or equipped with an energy miser.

Machines must be new, or used in excellent condition, 2011 or newer.

Contractor must hold title to all machines and other auxiliary equipment installed.

All machines shall have the capability of returning change in the amounts of 5, 10, or 25 cents as required and have adequate change inventory for required returns. Vending machines must also have the capability to dispense change when one or five-dollar bills are used. All machines must have dollar bill acceptors.

Contractor shall provide the Director or designee a list of the vending machines to be installed on all branch libraries. The list shall include, at a minimum, the locations of all machines, type (snack, beverage) of machines, and the quantity of machines at each location.

Contractor is responsible for the delivery, installation and positioning of all vending machines at the Contractor's sole cost and expense. The only cost to the City shall be for required utilities.

All vending machines shall be maintained by Contractor throughout the contract period in a condition satisfactory to the City. The interior of each machine as well as on top of, behind, and around the base, shall be maintained in a clean and orderly manner.

The City reserves the right to make changes in the number and/or type of equipment needed whenever necessary. Upon request by City Department, locations can be added, deleted, and adjusted to meet the changing needs of the City through the Change Order.

If a vending machine achieves sales less than \$100 per month, Contractor shall be allowed, with prior written City approval, to remove the machine within 30 days notice.

CUSTOMER SERVICE AND MAINTENANCE

Contractor shall assign a Customer Service Representative to act as the single point of contact for all issues pertaining to this Agreement. The Customer Service Representative shall assist with the initial startup of the program through implementation. This representative shall meet with designated City staff to discuss operational effectiveness as needed or requested by the City.

Contractor shall provide machine maintenance and repair services between 9:00 am and 5:00 pm, Monday through Friday.

Contractor shall respond to a service call for repair or refill of a machine within 4 hours.

Contractor shall repair equipment within 2 business days of notification of malfunction. If a machine needs to be replaced, Contractor shall replace machine within 3 business days.

All machines shall have a visible decal with Library Staff's telephone number for customer service. Library staff will directly communicate with the Contractor.

REFUND POLICY

Contractor shall provide refund logs at each location that has a vending machine. At least one machine at each location will include refund logs. At locations where there is a front desk or lobby, refund slips will also be available.

The refund logs shall have instructions on how to obtain a refund (where to deposit slip, who and how to call, etc.). The refund logs shall also have space to enter, at a minimum, the following information:

- Machine number and location
- Type of machine (snack, beverage)
- A brief description of what happened (e.g. took money but did not dispense product)
- Customer information (name, phone number, address, email)

- At locations with a designated refund log drop-off area, Contractor will stop at the refund areas at the end of each delivery cycle to reconcile any monies owed based on the vending refund slips.
- For locations with no "front desk" (e.g. Alviso), customer may contact Contractor using the contact information provided on the vending machine. Contractor will provide customer further instructions on how to obtain a refund.

IMPLEMENTATION SCHEDULE

Contractor shall adhere to the transition schedule set forth in Revised Exhibit A-1 for transitioning all vending machines from NOOR VENTURES, LLC to ME FIT VENDING, INC. with minimum disruption to City Departments. ME FIT VENDING, INC. shall coordinate with NOOR VENTURES, LLC so that City facilities have a minimal interruption of vending services.

Revised Exhibit A-1 Implementation Schedule details all dates and locations over a calendar period of 35 days to complete implementation from the Date of Execution and upon City's approval to resume operations. The actual start date of the implementation will be adjusted in accordance to the City's Covid19 policy and guidelines.

Contractor shall comply with all applicable laws, ordinances, codes and regulations (collectively "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

Contractor shall comply with the Library's [Behavioral Policy](#) and [Safety Guidelines](#) as well as the [County Covid19 Guidelines](#) related to the COVID pandemic.

Contractor shall also comply with City policies related to the COVID pandemic - [Sections 1.3.8 - 9 & 1.3.11 of the City Policy Manual](#)

- 1.3.8 - [COVID-19 Guidance](#)
- 1.3.9 - [COVID-19 Guidance - Resuming Onsite Work](#)
- 1.3.11 - [COVID-19 Prevention Program](#)

OUTREACH AND EDUCATION

As part of the City's initiative to provide healthy products in vending machines, Contractor will assist the City in providing consumer outreach and education regarding healthy products in vending machines.

Outreach/education shall include, but not be limited to:

- Conducting surveys at locations where machines are to be placed
- Providing literature with nutritional information for customers (brochures, nutrition facts)
- Promoting healthy items via the use of banners, graphics, etc.
- Suggesting healthy products to add to product selection list
- Answering questions about specific products

Revised Exhibit A-1

Implementation Schedule

Contractor will reprogram all the machines in the following branch libraries within 35 days from the Date of Execution and/or City's approval to start implementation:

Branch Library	Number of Machines
Alum Rock	1 machine
Alviso	1 machine
Berryessa	1 machine
Biblioteca	1 machine
Cambrian	1 machine
Calabazas	1 machine
East Carnegie	1 machine
Educational Park	1 machine
Edenvale	1 machine
Evergreen	1 machine
Hillview	1 machine
Joyce Ellington	1 machine
Martin Luther King Jr.	2 machines
Pearl Avenue	1 machine
Rose Garden	1 machine
Santa Teresa	1 machine
Seven Trees	1 machine
Tully	1 machine
Vineland	1 machine
Willow Glen	1 machine
West Valley	1 machine

Revised Exhibit A-2

75% Healthy Choices Product List

Product list applies to the following locations:

Alum Rock, Berryessa, Biblioteca Latinoamericana, Cambrian, Calabazas, East Branch, Carnegie, Educational Park, Edenvale, Evergreen, Hillview, Joyce Ellington, Pearl Avenue, Rose Garden, Santa Teresa, Seven Trees, Tully, Vineland, Willow Glen, West Valley.

Healthy Choices marked with an asterisk (*)

Beverage

Products	Retail Price
Aquafina 16.9 oz *	\$1.30
Arizona 16.9 oz	\$1.50
Arizona 20 oz	\$2.00
Arizona Fruit Juice Cocktail Fruit Punch 20 oz	\$2.00
Arizona Fruit Juice Cocktail Mucho Mango 20 oz	\$2.00
Arizona Fruit Juice Cocktail Watermelon 20 oz	\$2.00
Arizona Sweet Tea 20 oz	\$2.00
Arrowhead 16.9 oz *	\$1.30
Coke 20 oz	\$2.00
Dasani 16.9 oz *	\$1.30
Dasani 20 oz *	\$1.75
Fairlife Protein Shake Chocolate 11.5 oz	\$3.00
Gatorade Cool Blue 12 oz *	\$1.30
Gatorade Cool Blue 20 oz	\$2.00
Gatorade Fruit Punch 12 oz *	\$1.30
Gatorade Fruit Punch 20 oz	\$2.00
Gatorade G2 Blue 12 oz *	\$1.30
Gatorade G2 Purple 12 oz *	\$1.30
Gatorade G2 Red 12 oz *	\$1.30
Gatorade Glacier Cherry 12 oz *	\$1.30
Gatorade Glacier Cherry 20 oz	\$2.00
Gatorade Glacier Freeze 12 oz *	\$1.30
Gatorade Glacier Freeze 20 oz	\$2.00
Gatorade Grape 12 oz	\$1.30
Gatorade Lemon Lime 12 oz	\$1.30
Gatorade Lemon Lime 20 oz	\$2.00
Gatorade Orange 12 oz *	\$1.30
Gatorade Orange 20 oz	\$2.00

Products	Retail Price
Gatorade Tropical Cooler 20 oz	\$2.00
Gatorade Zero Glacier Cherry 20 oz	\$2.00
Gatorade Zero Orange 20 oz	\$2.00
Harmless Harvest Coconut Water 14 oz*	\$3.00
Hint Blackberry 16 oz *	\$2.00
Hint Cherry 16 oz *	\$2.00
Hint Pineapple 16 oz *	\$2.00
Hint Watermelon 16 oz *	\$2.00
Honest Tea Half Tea Half Lemonade 16.9 oz *	\$2.00
Honest Tea Honey Green Tea 16.9 oz *	\$2.00
Honest Tea Peach Oolong Tea 16.9 oz *	\$2.00
Horizon Organic Chocolate Milk 8 oz *	\$2.00
Horizon Organic Lowfat Milk 8 oz *	\$2.00
Horizon Organic Whole Milk 8 oz	\$2.00
Itoen Black Milk Tea 11.8 oz	\$2.00
Itoen Jasmine Tea 16.9 oz	\$2.00
Langers Apple Juice 16 oz	\$2.00
Minute Maid Orange Juice 12 oz	\$2.00
Mountain Dew 20 oz	\$1.20
Naked Smoothie 10 oz*	\$2.50
Powerade Zero Sugar Blue 20 oz*	\$2.00
Powerade Zero Sugar Purple 20 oz*	\$2.00
Powerade Zero Sugar Red 20 oz*	\$2.00
Premier Protein Shake Cafe Latte 11 oz	\$2.80
Premier Protein Shake Chocolate 11 oz	\$2.80
Premier Protein Shake Cookies & Cream 11 oz	\$2.80
Silk Almond Milk 8 oz*	\$2.00
Silk Very Vanilla Soy Milk*	\$2.00
Smartwater 20 oz*	\$1.90
Snapple Apple 8 oz	\$1.60
Snapple Apple 16 oz	\$2.00
Snapple Apple 20 oz	\$2.50
Snapple Kiwi Strawberry 16 oz	\$2.00
Snapple Kiwi Strawberry 20 oz	\$2.50
Snapple Kiwi Strawberry 8 oz	\$1.60
Snapple Mango Madness 16 oz	\$2.00
Snapple Mango Madness 20 oz	\$2.50
Snapple Strawberry Lemonade 16 oz	\$2.00
Snapple Takes 2 to Mango Tea 16 oz	\$2.00
Sparkling Ice Black Cherry 17 oz *	\$1.80
Sparkling Ice Black Raspberry 17 oz *	\$1.80
Sparkling Ice Cherry Limeade 17 oz *	\$1.80
Sparkling Ice Classic Lemonade 17 oz *	\$1.80

Products	Retail Price
Sparkling Ice Grape Raspberry 17 oz *	\$1.80
Sparkling Ice Kiwi Strawberry 17 oz *	\$1.80
Sparkling Ice Lemon Lime 17 oz *	\$1.80
Sparkling Ice Orange Mango 17 oz *	\$1.80
Sprite 20 oz	\$2.00
Squirt 20 oz	\$2.00
Starbucks Frappuccino Coffee 13.7 oz	\$3.50
Starbucks Frappuccino Coffee 9.5 oz	\$2.50
Starbucks Frappuccino Mocha 13.7 oz	\$3.50
Starbucks Frappuccino Mocha 9.5 oz	\$2.50
Starbucks Frappuccino Vanilla 13.7 oz	\$3.50
Starbucks Frappuccino Vanilla 9.5 oz	\$2.50
Sunny D Tangy Original 11.3 oz*	\$1.50
V8 Bottle 12 oz	\$2.50
V8 Splash 16 oz	\$2.00
Vitaminwater Acai Blueberry 20 oz *	\$2.00
Vitaminwater Dragonfruit 20 oz *	\$2.00
Vitaminwater Strawberry Lemonade 20 oz *	\$2.00
Vitaminwater Tropical Mango 20 oz *	\$2.00
Vitaminwater Zero Acai Blueberry 20 oz*	\$2.00
Vitaminwater Zero Blueberry Lavender 20 oz*	\$2.00
Vitaminwater Zero Lemonade 20 oz*	\$2.00
Vitaminwater Zero Orange 20 oz*	\$2.00
Welch's 100% Apple Juice 16 oz*	\$2.00
Welch's 100% Grape Juice 10 oz *	\$1.70
Welch's 100% Orange Juice 16 oz*	\$2.00

Products	Retail Price
A&W Root Beer 12 oz	\$1.20
Arizona Green Tea 11.5 oz *	\$1.30
Arizona Iced Tea w/ Lemon 23 oz	\$2.00
Cactus Cooler 12 oz	\$1.20
Canada Dry Ginger Ale 12 oz	\$1.30
Canada Dry Lemon Lime 12 oz	\$1.30
Canada Dry Mandarin Orange 12 oz	\$1.30
Coke Zero 12 oz	\$1.20
Diet Coke 12 oz *	\$1.20
Diet Pepsi 12 oz*	\$1.20
Dr. Pepper 12 oz	\$1.20
Fanta Orange 12 oz	\$1.40
Izze Sparkling Apple 8.4 oz*	\$1.60
Izze Sparkling Pomegranate 8.4 oz*	\$1.60
Izze Sparkling Blackberry 8.4 oz*	\$1.60

Products	Retail Price
Izze Sparkling Clementine 8.4 oz*	\$1.60
Izze Sparkling Lemonade Blackberry 8.4 oz	\$1.60
Izze Sparkling Lemonade Original 8.4 oz	\$1.60
Izze Sparkling Peach 8.4 oz	\$1.60
Izze Sparkling Mango 8.4 oz	\$1.60
Kerns Nectar Apricot 12 oz	\$1.50
Kerns Nectar Guava 12 oz	\$1.50
Kerns Nectar Mango 12 oz	\$1.50
Kerns Nectar Peach 12 oz	\$1.50
Kerns Nectar Strawberry Banana 12 oz	\$1.50
LaCroix Passionfruit 12 oz *	\$1.50
LaCroix Peach Pear 12 oz*	\$1.50
LaCroix Blackberry Cucumber 12 oz*	\$1.60
LaCroix Cherry Lime 12 oz*	\$1.60
LaCroix Lemon 12 oz*	\$1.50
LaCroix Lime 12 oz*	\$1.50
LaCroix Pamplemousse 12 oz*	\$1.50
LaCroix Pineapple Strawberry 12 oz*	\$1.60
Mountain Dew 12 oz	\$1.20
Parrot Coconut Water 16.4 oz	\$2.00
Parrot Coconut Water w/ Pulp 11.5 oz *	\$1.50
Parrot Coconut Water w/ Pulp 16.4 oz	\$2.00
Parrot Pink Guava Juice 16.4 oz	\$2.00
Peace Tea Caddy Shack Black Tea Lemonade Drink	\$2.00
Peace Tea Razzleberry 23 oz	\$2.00
Pepsi 12 oz	\$1.20
Reign Melon Mania 16 oz	\$3.00
Reign Cherry Limeade 16 oz	\$3.00
Reign Peach Fizz 16 oz	\$3.00
Remedy Kombucha Raspberry Lemonade 8.5 oz*	\$2.50
San Pellegrino Aranciata 11.15 oz	\$1.50
San Pellegrino Aranciata Rossa 11.15 oz	\$1.50
San Pellegrino Essenza Blood Orange 11.15 oz	\$1.75
San Pellegrino Essenza Cherry 11.15 oz	\$1.75
San Pellegrino Essenza Tangerine 11.15 oz	\$1.75
San Pellegrino Limonata 11.15 oz	\$1.50
Sprite 12 oz	\$1.20
Squirt 12 oz	\$1.20
Starbucks Doubleshot 12 oz	\$3.00
Steaz Green Tea Blueberry Pomegranate 16 oz*	\$2.80
Steaz Green Tea Peach Mango 16 oz*	\$2.80
Steaz Green Tea Raspberry 16 oz*	\$2.80
Sunkist 12 oz	\$1.20

Products	Retail Price
V8 12 oz can	\$1.50
Waterloo Watermelon 12 oz*	\$1.30
Welch's Apple 12 oz*	\$1.60
Welch's Orange 12 oz	\$1.60

Snack, Chips & Health Bars

Products	Retail Price
Andy Capp's Hot Fries 0.85 oz	\$1.00
Angie's Boom Chicka Pop 1 oz*	\$1.50
Annie's Bunny Grahams 1 oz**	\$1.20
Annie's Cheddar Bunnies 1 oz*	\$1.20
Apple Harvest Dried Snacks 0.32 oz*	\$1.30
BelVita Breakfast Biscuit 1.76 oz*	\$1.30
Black Forest Organic Gummy Bears 0.8 oz	\$1.00
Blue Diamond Almonds 1.5 oz	\$1.60
Blue Diamond Smokehouse Almonds 1 oz	\$1.60
Blue Diamond Smokehouse Almonds 1.5 oz	\$1.60
Bon Appetit Gourmet Danish 3 oz	\$1.80
Boulder Canyon Classic Sea Salt 1.5 oz	\$1.60
Boulder Canyon Hickory Barbeque 1.25 oz	\$1.60
Boulder Parm Garlic Chips 1.5 oz	\$1.60
Bumble Bee Chicken Salad Snack On The Run 3.5 oz	\$3.00
Bumble Bee Tuna Salad Snack On The Run 3.5 oz	\$3.00
Cheetos Baked 0.875 oz*	\$1.20
Cheetos Baked 1.5 oz*	\$1.50
Cheetos Baked Flamin Hot 0.875 oz*	\$1.20
Cheetos Baked Flamin Hot 1.5 oz*	\$1.50
Cheez-It Original 1.5 oz*	\$1.30
Cheez-It Snap'd 0.75 oz*	\$1.30
Cheez-It White Cheddar 1.5 oz	\$1.30
Cheez-It Whole Grain*	\$1.30
Chex Mix 1.75 oz	\$1.80
Chips Ahoy Original 1.55 oz	\$1.60
Clif Bar Chocolate Brownie 2.4 oz*	\$2.00
Clif Bar Chocolate Chip 2.4 oz*	\$2.00
Clif Bar Crunchy Peanut Butter 2.4 oz*	\$2.00
Clif Bar Iced Gingerbread 2.4 oz*	\$2.00
Clif Bar White Chocolate Macadamia 2.4 oz*	\$2.00
Clif Builders Protein Chocolate Mint 2.4 oz*	\$2.80
Clif Builders Protein Chocolate Peanut Butter 2.4 oz*	\$2.80
Clif Builders Vanilla Almond*	\$2.80
Clif ZBar Chocolate Brownie 1.27 oz*	\$1.60

Products	Retail Price
Clif ZBar Chocolate Chip 1.27 oz*	\$1.60
Clif ZBar Iced Oatmeal 1.27 oz*	\$1.60
Corn Nuts BBQ 1.7 oz	\$1.50
Daelmans Stroopwafel 1.38 oz	\$1.80
Dirty Potato Chips Sea Salted 1.5 oz	\$1.50
Doritos Flamas 1 oz	\$1.50
Doritos Flamas Low Calorie*	\$1.50
Doritos Nacho Cheese 1 oz	\$1.20
Doritos Nacho Cheese 1.75 oz	\$1.50
Doritos Nacho Cheese RedFat 1 oz	\$1.50
Doritos Tapatio 1 oz	\$1.50
Famous Amos Chocolate Chip Cookies 2 oz	\$1.50
FiberOne Chewey Bar*	\$1.50
Fritos Chili Cheese 2 oz	\$1.50
FUNYUNS Flamin' Hot Onion Flavored Rings	\$1.60
Gardetto's Snack Mix 1.75 oz	\$1.70
Goldfish Cheddar Crackers 1.25 oz	\$1.30
Hawaiian Chips Hulapeno 1.5 oz	\$1.50
Hawaiian Chips Luau BBQ 1.5 oz	\$1.50
Hawaiian Chips Original 1.5 oz	\$1.50
Hawaiian Chips Sweet Maui Onion 1.5 oz	\$1.50
Heart Healthy Mix 1.2 oz	\$1.30
Jack Link's Beef Jerky 1.25 oz	\$3.00
Kar's Peanut Almond Cashew Mix 1.75 oz	\$1.80
Keebler Fudge Stripes Cookies 2 oz	\$1.80
Keebler M&M's Cookies 1.6 oz	\$1.80
Keebler Sugar Wafers 2.75 oz	\$2.50
Keebler Sugar Wafers Chocolate 2.75 oz	\$2.50
Keebler Sugar Wafers Strawberry 2.75 oz	\$2.50
Kettle Chips Dijon (1.5 oz.)	\$1.50
Kettle Chips Honey Dijon 1.5 oz	\$1.50
Kettle Chips Krinkle Salt & Pepper 1.5 oz	\$1.50
Kettle Chips Sea Salt & Vinegar 1.5 oz	\$1.50
Kettle Potato Chips Backyard BBQ 1.5 oz	\$1.50
Kettle Potato Chips Jalapeno 1.5 oz	\$1.50
Kettle Potato Chips New York Cheddar 1.5 oz	\$1.50
Kettle Potato Chips Sea Salt 1.5 oz	\$1.50
Kind Bar 1.4 oz	\$2.00
Kirkland Almonds 1.6 oz	\$1.60
Kirkland Cashews 1.6 oz	\$1.60
Kirkland Chocolate Milk 8.25 oz	\$1.60
Kirkland Nut Bars 1.41 oz	\$1.60
Kirkland Trail Mix 2 oz	\$1.60

Products	Retail Price
Knott's Raspberry 2 oz	\$1.80
Knott's Strawberry 2 oz	\$1.80
Lance Toasty Peanut Butter 1.29 oz	\$1.50
Lay's Baked Barbecue 1.125 oz	\$1.50
Lay's Baked Original 1.125 oz	\$1.50
Lay's Barbecue 1 oz	\$1.50
Lay's Limon 1.5 oz	\$1.50
Lay's Sour Cream & Onion 1.5 oz	\$1.50
Lenny & Larry's Cookie Chocolate Chip 4 oz	\$2.80
Little Bites Chocolate Chip Muffins 1.65 oz	\$2.00
Loacker Wafers Vanilla 1.59 oz	\$1.80
Milano Dark Chocolate Cookies 0.75 oz*	\$1.20
Miss Vickie's Jalapeno 1.375 oz	\$1.60
Munchies Snack Mix Cheese Classic 1.75 oz	\$1.80
Munchies Snack Mix Flamin' Hot 1.75 Oz	\$1.80
Nature Valley Fruit & Nut 1.2 oz*	\$1.40
Nature Valley Oats 'n Honey 1.49 oz*	\$1.40
Nature Valley Peanut Butter Dark Chocolate 1.42 oz*	\$1.40
Nature's Bakery Fig Bar Blueberry 2 oz*	\$1.40
Nature's Bakery Fig Bar Original 2 oz*	\$1.40
Nature's Bakery Fig Bar Raspberry 2 oz*	\$1.40
Nature's Garden Cranberry Health Mix 1.2 oz*	\$1.40
Nature's Garden Omega-3 Deluxe Mix 1.2 oz*	\$1.40
Nature's Bakery Chocolate Brownie 2 oz*	\$1.40
Nutrigrain Bar 1.3 oz*	\$1.40
Off The Eaten Path Chickpea 1.25 oz*	\$2.50
Off the Eaten Path Veggie 1.25 oz*	\$2.50
Oreo Cookies 2.4 oz	\$1.60
Pacific Gold Original Beef Jerky 1.25 oz	\$3.00
Pirate's Booty White Cheddar 0.5 oz*	\$1.60
Planters Salted Cashews 1 oz	\$1.30
Planters Salted Cashews 1.5 oz	\$1.30
Pocky Chocolate 1.41 oz	\$2.40
Pocky Strawberry 1.41 oz	\$2.40
Pop Chips SC&O*	\$1.50
Pop Tarts Brown Sugar	\$1.50
Pop Tarts Frosted Strawberry	\$1.50
Popchips Barbecue 0.8 oz*	\$1.50
Popchips Sea Salt 0.8 oz*	\$1.50
PopCorners Kettle Corn 1 oz*	\$1.50
PopCorners Sea Salt 1 oz*	\$1.50
PopCorners White Cheddar 1 oz*	\$1.50
Quaker Rice Crisps Apple Cinnamon 0.91 oz*	\$1.80

Products	Retail Price
Quaker Rice Crisps Buttermilk Ranch 0.67 oz*	\$1.80
Quaker Rice Crisps Caramel 0.91 oz	\$1.80
Quaker Rice Crisps Cheddar 0.67 oz	\$1.80
Quaker Rice Crisps Chocolate 0.91 oz	\$1.80
Quest Bar Birthday Cake 2.12 oz	\$1.80
Quest Bar Cookies & Cream 2.12 oz	\$1.80
Quest Tortilla Chips Nacho Cheese 1.1 oz	\$3.00
Quest Tortilla Chips Ranch 1.1 oz	\$3.00
Rice Krispies 1.3 oz	\$1.80
Rice Krispies Chocolate 0.78 oz	\$1.80
Rice Krispies Chocolatey Drizzle 0.78 oz	\$1.80
Rice Krispies M&Ms 0.78 oz	\$1.80
Rip Van Waffles- Caramel	\$1.80
Ruffles Baked Cheddar & Sour Cream 1.125 oz	\$1.50
Ruffles Cheddar & Sour Cream 1 oz	\$1.50
Ruffles Queso 1.5 oz	\$1.50
Second Nature Trail Mix Naked Medley*	\$1.60
Second Nature Trail Mix Wholesome Medley*	\$1.60
Sensible Food Crunch Dried Snacks *	\$1.80
SkinnyPop Popcorn 0.65 oz*	\$1.60
Smartfoods Sweet Salty Kettle Corn 0.5 oz*	\$1.80
Snyders of Hanover Pretzel 0.9 oz	\$1.80
Starkist Chunk Light Tuna 2.6 oz	\$2.50
Takis Fuego 1 oz	\$1.20
Thinsters Chocolate Chip 1 oz*	\$1.60
Thinsters Vanilla Bean 1 oz*	\$1.60
Uncle Ben's Brown Rice 8.8 oz	\$1.60
Uncle Ben's Original Rice 8.8 oz	\$1.60
Veggie Straws Sea Salt 1 oz*	\$1.60
Veggie Straws Zesty Ranch 1 oz*	\$1.60
Welch's Fruit Snacks 0.8 oz	\$1.50
Wonderful Pistachios 1.5 oz	\$1.80

Candy

Products	Retail Price
Crunch 1.55 oz	\$1.80
Hershey's Milk Chocolate	\$1.80
Hershey's Milk Chocolate W/ Almonds	\$1.80
Hershey's, Cookies N' Creme	\$1.80
Kit Kat Bar 1.5 oz	\$1.60
M&Ms Peanut 1.74 oz	\$1.80
Snickers 1.86 oz	\$1.60

50% Healthy Choices Product List

Product list applies to the following locations:

Martin Luther King Junior Branch Employee Breakroom (to include an extension)

Healthy Choices marked with an asterisk (*)

Beverage

Products	Retail Price
Aquafina 16.9 oz *	\$1.30
Arizona 16.9 oz	\$1.50
Arizona 20 oz	\$2.00
Arizona Fruit Juice Cocktail Fruit Punch 20 oz	\$2.00
Arizona Fruit Juice Cocktail Mucho Mango 20 oz	\$2.00
Arizona Fruit Juice Cocktail Watermelon 20 oz	\$2.00
Arizona Sweet Tea 20 oz	\$2.00
Arrowhead 16.9 oz *	\$1.30
Coke 20 oz	\$2.00
Dasani 16.9 oz *	\$1.30
Dasani 20 oz *	\$1.75
Fairlife Protein Shake Chocolate 11.5 oz	\$3.00
Gatorade Cool Blue 12 oz *	\$1.30
Gatorade Cool Blue 20 oz	\$2.00
Gatorade Fruit Punch 12 oz *	\$1.30
Gatorade Fruit Punch 20 oz	\$2.00
Gatorade G2 Blue 12 oz *	\$1.30
Gatorade G2 Purple 12 oz *	\$1.30
Gatorade G2 Red 12 oz *	\$1.30
Gatorade Glacier Cherry 12 oz *	\$1.30
Gatorade Glacier Cherry 20 oz	\$2.00
Gatorade Glacier Freeze 12 oz *	\$1.30
Gatorade Glacier Freeze 20 oz	\$2.00
Gatorade Grape 12 oz	\$1.30
Gatorade Lemon Lime 12 oz	\$1.30
Gatorade Lemon Lime 20 oz	\$2.00
Gatorade Orange 12 oz *	\$1.30
Gatorade Orange 20 oz	\$2.00
Gatorade Tropical Cooler 20 oz	\$2.00
Gatorade Zero Glacier Cherry 20 oz	\$2.00
Gatorade Zero Orange 20 oz	\$2.00
Harmless Harvest Coconut Water 14 oz*	\$3.00

Products	Retail Price
Hint Blackberry 16 oz *	\$2.00
Hint Cherry 16 oz *	\$2.00
Hint Pineapple 16 oz *	\$2.00
Hint Watermelon 16 oz *	\$2.00
Honest Tea Half Tea Half Lemonade 16.9 oz *	\$2.00
Honest Tea Honey Green Tea 16.9 oz *	\$2.00
Honest Tea Peach Oolong Tea 16.9 oz *	\$2.00
Horizon Organic Chocolate Milk 8 oz *	\$2.00
Horizon Organic Lowfat Milk 8 oz *	\$2.00
Horizon Organic Whole Milk 8 oz	\$2.00
Itoen Black Milk Tea 11.8 oz	\$2.00
Itoen Jasmine Tea 16.9 oz	\$2.00
Langers Apple Juice 16 oz	\$2.00
Minute Maid Orange Juice 12 oz	\$2.00
Mountain Dew 20 oz	\$1.20
Naked Smoothie 10 oz	\$2.50
OKF Farmer's Aloe Vera Pomegranate 16.9 oz	\$2.00
OKF Smoothie Orange Smoothie 16.9 oz	\$2.00
OKF Farmer's Aloe Vera Mango 16.9 oz	\$2.00
OKF Farmer's Aloe Vera Original 16.9 oz	\$2.00
OKF Farmer's Aloe Vera Pineapple 16.9 oz	\$2.00
OKF Farmer's Aloe Vera Strawberry 16.9 oz	\$2.00
OKF Farmer's Aloe Vera Watermelon 16.9 oz	\$2.00
OKF Smoothie Green Smoothie 16.9 oz	\$2.00
OKF Smoothie Orange Smoothie 16.9 oz	\$2.00
OKF Smoothie Purple Smoothie 16.9 oz	\$2.00
OKF Smoothie Red Smoothie 16.9 oz	\$2.00
OKF Smoothie Yellow Smoothie 16.9 oz	\$2.00
OKF Watermelon with Aloe 16.9 oz	\$2.00
Pepsi 20 oz	\$2.00
Powerade Fruit Punch 20 oz	\$2.00
Powerade Mountain Berry Blast 20 oz	\$2.00
Powerade Zero Sugar Blue 20 oz	\$2.00
Powerade Zero Sugar Purple 20 oz	\$2.00
Powerade Zero Sugar Red 20 oz	\$2.00
Premier Protein Shake Cafe Latte 11 oz	\$2.80
Premier Protein Shake Chocolate 11 oz	\$2.80
Premier Protein Shake Cookies & Cream 11 oz	\$2.80
Silk Almond Milk 8 oz	\$2.00
Silk Very Vanilla Soy Milk	\$2.00
Smartwater 20 oz	\$1.90
Snapple Apple 8 oz	\$1.60
Snapple Apple 16 oz	\$2.00

Products	Retail Price
Snapple Apple 20 oz	\$2.50
Snapple Kiwi Strawberry 16 oz	\$2.00
Snapple Kiwi Strawberry 20 oz	\$2.50
Snapple Kiwi Strawberry 8 oz	\$1.60
Snapple Mango Madness 16 oz	\$2.00
Snapple Mango Madness 20 oz	\$2.50
Snapple Strawberry Lemonade 16 oz	\$2.00
Snapple Takes 2 to Mango Tea 16 oz	\$2.00
Sparkling Ice Black Cherry 17 oz *	\$1.80
Sparkling Ice Black Raspberry 17 oz *	\$1.80
Sparkling Ice Cherry Limeade 17 oz *	\$1.80
Sparkling Ice Classic Lemonade 17 oz *	\$1.80
Sparkling Ice Grape Raspberry 17 oz *	\$1.80
Sparkling Ice Kiwi Strawberry 17 oz *	\$1.80
Sparkling Ice Lemon Lime 17 oz *	\$1.80
Sparkling Ice Orange Mango 17 oz *	\$1.80
Sprite 20 oz	\$2.00
Squirt 20 oz	\$2.00
Starbucks Frappuccino Coffee 13.7 oz	\$3.50
Starbucks Frappuccino Coffee 9.5 oz	\$2.50
Starbucks Frappuccino Mocha 13.7 oz	\$3.50
Starbucks Frappuccino Mocha 9.5 oz	\$2.50
Starbucks Frappuccino Vanilla 13.7 oz	\$3.50
Starbucks Frappuccino Vanilla 9.5 oz	\$2.50
Sunny D Tangy Original 11.3 oz*	\$1.50
V8 Bottle 12 oz	\$2.50
V8 Splash 16 oz	\$2.00
Vitaminwater Acai Blueberry 20 oz *	\$2.00
Vitaminwater Dragonfruit 20 oz *	\$2.00
Vitaminwater Strawberry Lemonade 20 oz *	\$2.00
Vitaminwater Tropical Mango 20 oz *	\$2.00
Vitaminwater Zero Acai Blueberry 20 oz	\$2.00
Vitaminwater Zero Blueberry Lavender 20 oz	\$2.00
Vitaminwater Zero Lemonade 20 oz	\$2.00
Vitaminwater Zero Orange 20 oz	\$2.00
Welch's 100% Apple Juice 16 oz	\$2.00
Welch's 100% Grape Juice 10 oz *	\$1.70
Welch's 100% Orange Juice 16 oz	\$2.00
7-UP 12 oz	\$1.20
A&W Root Beer 12 oz	\$1.20
Arizona Green Tea 11.5 oz *	\$1.30
Arizona Iced Tea w/ Lemon 23 oz	\$2.00
Cactus Cooler 12 oz	\$1.20

Products	Retail Price
Canada Dry Ginger Ale 12 oz	\$1.30
Canada Dry Lemon Lime 12 oz	\$1.30
Canada Dry Mandarin Orange 12 oz	\$1.30
Coke 12 oz	\$1.20
Coke Cherry 12 oz	\$1.30
Coke Zero 12 oz	\$1.20
Diet Coke 12 oz *	\$1.20
Diet Pepsi 12 oz*	\$1.20
Dr. Pepper 12 oz	\$1.20
Fanta Orange 12 oz	\$1.40
Izze Sparkling Apple 8.4 oz*	\$1.60
Izze Sparkling Pomegranate 8.4 oz*	\$1.60
Izze Sparkling Blackberry 8.4 oz*	\$1.60
Izze Sparkling Clementine 8.4 oz*	\$1.60
Izze Sparkling Lemonade Blackberry 8.4 oz	\$1.60
Izze Sparkling Lemonade Original 8.4 oz	\$1.60
Izze Sparkling Peach 8.4 oz	\$1.60
Izze Sparkling Mango 8.4 oz	\$1.60
Kerns Nectar Apricot 12 oz	\$1.50
Kerns Nectar Guava 12 oz	\$1.50
Kerns Nectar Mango 12 oz	\$1.50
Kerns Nectar Peach 12 oz	\$1.50
Kerns Nectar Strawberry Banana 12 oz	\$1.50
LaCroix Passionfruit 12 oz *	\$1.50
LaCroix Peach Pear 12 oz*	\$1.50
LaCroix Blackberry Cucumber 12 oz*	\$1.60
LaCroix Cherry Lime 12 oz*	\$1.60
LaCroix Lemon 12 oz*	\$1.50
LaCroix Lime 12 oz*	\$1.50
LaCroix Pamplemousse 12 oz*	\$1.50
LaCroix Pineapple Strawberry 12 oz*	\$1.60
Parrot Coconut Water 16.4 oz	\$2.00
Parrot Coconut Water w/ Pulp 11.5 oz *	\$1.50
Parrot Coconut Water w/ Pulp 16.4 oz	\$2.00
Parrot Pink Guava Juice 16.4 oz	\$2.00
Peace Tea Caddy Shack Black Tea Lemonade Drink	\$2.00
Peace Tea Razzleberry 23 oz	\$2.00
Pepsi 12 oz	\$1.20
Remedy Kombucha Raspberry Lemonade 8.5 oz*	\$2.50
San Pellegrino Aranciata 11.15 oz	\$1.50
San Pellegrino Aranciata Rossa 11.15 oz	\$1.50
San Pellegrino Essenza Blood Orange 11.15 oz	\$1.75
San Pellegrino Essenza Cherry 11.15 oz	\$1.75

Products	Retail Price
San Pellegrino Essenza Tangerine 11.15 oz	\$1.75
San Pellegrino Limonata 11.15 oz	\$1.50
Sprite 12 oz	\$1.20
Squirt 12 oz	\$1.20
Starbucks Doubleshot 12 oz	\$3.00
Steaz Green Tea Blueberry Pomegranate 16 oz*	\$2.80
Steaz Green Tea Peach Mango 16 oz*	\$2.80
Steaz Green Tea Raspberry 16 oz*	\$2.80
Sunkist 12 oz	\$1.20
V8 12 oz can	\$1.50
Waterloo Watermelon 12 oz*	\$1.30
Welch's Apple 12 oz*	\$1.60
Welch's Orange 12 oz	\$1.60

Snacks, Chips & Bars

Products	Retail Price
Andy Capp's Hot Fries 0.85 oz	\$1.00
Angie's Boom Chicka Pop 1 oz*	\$1.50
Annie's Bunny Grahams 1 oz*	\$1.20
Annie's Cheddar Bunnies 1 oz*	\$1.20
Apple Harvest Dried Snacks 0.32 oz*	\$1.30
BelVita Breakfast Biscuit 1.76 oz*	\$1.30
Black Forest Organic Gummy Bears 0.8 oz	\$1.00
Blue Diamond Almonds 1.5 oz	\$1.60
Blue Diamond Smokehouse Almonds 1 oz	\$1.60
Blue Diamond Smokehouse Almonds 1.5 oz	\$1.60
Bon Appetit Gourmet Danish 3 oz	\$1.80
Boulder Canyon Classic Sea Salt 1.5 oz	\$1.60
Boulder Canyon Hickory Barbeque 1.25 oz	\$1.60
Boulder Parm Garlic Chips 1.5 oz	\$1.60
Bumble Bee Chicken Salad Snack On The Run 3.5 oz	\$3.00
Bumble Bee Tuna Salad Snack On The Run 3.5 oz	\$3.00
Cheetos Baked 0.875 oz	\$1.20
Cheetos Baked 1.5 oz	\$1.50
Cheetos Baked Flamin Hot 0.875 oz*	\$1.20
Cheetos Baked Flamin Hot 1.5 oz*	\$1.50
Cheetos Crunchy 1 oz	\$1.20
Cheetos Crunchy Cheddar Jalapeno 1 oz	\$1.20
Cheetos Crunchy Cheddar Jalapeno 2 oz	\$1.20
Cheetos Crunchy Flamin Hot 1 oz	\$1.20
Cheetos Crunchy Flamin Hot 2 oz	\$1.60
Cheetos Crunchy Flamin' Hot Limon 2 oz	\$1.60

Products	Retail Price
Cheetos Crunchy Xxtra Flamin Hot 2.75 oz	\$1.80
Cheetos Flamin' Hot Puffs 1.375 oz	\$1.50
Cheez-It Original 1.5 oz	\$1.30
Cheez-It Snap'd 0.75 oz	\$1.30
Cheez-It White Cheddar 1.5 oz	\$1.30
Cheez-It Whole Grain*	\$1.30
Chex Mix 1.75 oz	\$1.80
Chips Ahoy Original 1.55 oz	\$1.60
Clif Bar Chocolate Brownie 2.4 oz*	\$2.00
Clif Bar Chocolate Chip 2.4 oz*	\$2.00
Clif Bar Crunchy Peanut Butter 2.4 oz*	\$2.00
Clif Bar Iced Gingerbread 2.4 oz*	\$2.00
Clif Bar White Chocolate Macadamia 2.4 oz*	\$2.00
Clif Builders Protein Chocolate Mint 2.4 oz*	\$2.80
Clif Builders Protein Chocolate Peanut Butter 2.4 oz*	\$2.80
Clif Builders Vanilla Almond*	\$2.80
Clif ZBar Chocolate Brownie 1.27 oz*	\$1.60
Clif ZBar Chocolate Chip 1.27 oz*	\$1.60
Clif ZBar Iced Oatmeal 1.27 oz*	\$1.60
Corn Nuts BBQ 1.7 oz	\$1.50
Daelmans Stroopwafel 1.38 oz	\$1.80
Dirty Potato Chips Sea Salted 1.5 oz	\$1.50
Doritos Flamas 1 oz	\$1.50
Doritos Flamas Low Calorie*	\$1.50
Doritos Nacho Cheese 1 oz	\$1.20
Doritos Nacho Cheese 1.75 oz	\$1.50
Doritos Nacho Cheese RedFat 1 oz	\$1.50
Doritos Tapatio 1 oz	\$1.50
Famous Amos Chocolate Chip Cookies 2 oz	\$1.50
FiberOne Chewey Bar*	\$1.50
Fritos Chili Cheese 2 oz	\$1.50
FUNYUNS Flamin' Hot Onion Flavored Rings	\$1.60
Gardetto's Snack Mix 1.75 oz	\$1.70
Goldfish Cheddar Crackers 1.25 oz	\$1.30
Hawaiian Chips Hulapeno 1.5 oz	\$1.50
Hawaiian Chips Luau BBQ 1.5 oz	\$1.50
Hawaiian Chips Original 1.5 oz	\$1.50
Hawaiian Chips Sweet Maui Onion 1.5 oz	\$1.50
Heart Healthy Mix 1.2 oz	\$1.30
Jack Link's Beef Jerky 1.25 oz	\$3.00
Kar's Peanut Almond Cashew Mix 1.75 oz	\$1.80
Keebler Fudge Stripes Cookies 2 oz	\$1.80
Keebler M&M's Cookies 1.6 oz	\$1.80

Products	Retail Price
Keebler Sugar Wafers 2.75 oz	\$2.50
Keebler Sugar Wafers Chocolate 2.75 oz	\$2.50
Keebler Sugar Wafers Strawberry 2.75 oz	\$2.50
Kettle Chips Dijon (1.5 oz.)	\$1.50
Kettle Chips Honey Dijon 1.5 oz	\$1.50
Kettle Chips Krinkle Salt & Pepper 1.5 oz	\$1.50
Kettle Chips Sea Salt & Vinegar 1.5 oz	\$1.50
Kettle Potato Chips Backyard BBQ 1.5 oz	\$1.50
Kettle Potato Chips Jalapeno 1.5 oz	\$1.50
Kettle Potato Chips New York Cheddar 1.5 oz	\$1.50
Kettle Potato Chips Sea Salt 1.5 oz	\$1.50
Kind Bar 1.4 oz	\$2.00
Kirkland Almonds 1.6 oz	\$1.60
Kirkland Cashews 1.6 oz	\$1.60
Kirkland Chocolate Milk 8.25 oz	\$1.60
Kirkland Nut Bars 1.41 oz	\$1.60
Kirkland Trail Mix 2 oz	\$1.60
Knott's Raspberry 2 oz	\$1.80
Knott's Strawberry 2 oz	\$1.80
Lance Toasty Peanut Butter 1.29 oz	\$1.50
Lay's Baked Barbecue 1.125 oz	\$1.50
Lay's Baked Original 1.125 oz	\$1.50
Lay's Barbecue 1 oz	\$1.50
Lay's Limon 1.5 oz	\$1.50
Lay's Sour Cream & Onion 1.5 oz	\$1.50
Lenny & Larry's Cookie Chocolate Chip 4 oz	\$2.80
Little Bites Chocolate Chip Muffins 1.65 oz	\$2.00
Loacker Wafers Vanilla 1.59 oz	\$1.80
Milano Dark Chocolate Cookies 0.75 oz*	\$1.20
Miss Vickie's Jalapeno 1.375 oz	\$1.60
Munchies Snack Mix Cheese Classic 1.75 oz	\$1.80
Munchies Snack Mix Flamin' Hot 1.75 Oz	\$1.80
Nature Valley Fruit & Nut 1.2 oz*	\$1.40
Nature Valley Oats 'n Honey 1.49 oz*	\$1.40
Nature Valley Peanut Butter Dark Chocolate 1.42 oz*	\$1.40
Nature's Bakery Fig Bar Blueberry 2 oz*	\$1.40
Nature's Bakery Fig Bar Original 2 oz*	\$1.40
Nature's Bakery Fig Bar Raspberry 2 oz*	\$1.40
Nature's Garden Cranberry Health Mix 1.2 oz*	\$1.40
Nature's Garden Omega-3 Deluxe Mix 1.2 oz*	\$1.40
Nature's Bakery Chocolate Brownie 2 oz*	\$1.40
Nutrigrain Bar 1.3 oz*	\$1.40
Off The Eaten Path Chickpea 1.25 oz*	\$2.50

Products	Retail Price
Off the Eaten Path Veggie 1.25 oz*	\$2.50
Oreo Cookies 2.4 oz	\$1.60
Pacific Gold Original Beef Jerky 1.25 oz	\$3.00
Pirate's Booty White Cheddar 0.5 oz*	\$1.60
Planters Salted Cashews 1 oz	\$1.30
Planters Salted Cashews 1.5 oz	\$1.30
Pocky Chocolate 1.41 oz	\$2.40
Pocky Strawberry 1.41 oz	\$2.40
Pop Chips SC&O*	\$1.50
Pop Tarts Brown Sugar	\$1.50
Pop Tarts Frosted Strawberry	\$1.50
Popchips Barbecue 0.8 oz*	\$1.50
Popchips Sea Salt 0.8 oz*	\$1.50
PopCorners Kettle Corn 1 oz*	\$1.50
PopCorners Sea Salt 1 oz*	\$1.50
PopCorners White Cheddar 1 oz*	\$1.50
Quaker Rice Crisps Apple Cinnamon 0.91 oz*	\$1.80
Quaker Rice Crisps Buttermilk Ranch 0.67 oz*	\$1.80
Quaker Rice Crisps Caramel 0.91 oz	\$1.80
Quaker Rice Crisps Cheddar 0.67 oz	\$1.80
Quaker Rice Crisps Chocolate 0.91 oz	\$1.80
Quest Bar Birthday Cake 2.12 oz	\$1.80
Quest Bar Cookies & Cream 2.12 oz	\$1.80
Quest Tortilla Chips Nacho Cheese 1.1 oz	\$3.00
Quest Tortilla Chips Ranch 1.1 oz	\$3.00
Rice Krispies 1.3 oz	\$1.80
Rice Krispies Chocolate 0.78 oz	\$1.80
Rice Krispies Chocolatey Drizzle 0.78 oz	\$1.80
Rice Krispies M&Ms 0.78 oz	\$1.80
Rip Van Waffles- Caramel	\$1.80
Ruffles Baked Cheddar & Sour Cream 1.125 oz	\$1.50
Ruffles Cheddar & Sour Cream 1 oz	\$1.50
Ruffles Queso 1.5 oz	\$1.50
Second Nature Trail Mix Naked Medley*	\$1.60
Second Nature Trail Mix Wholesome Medley*	\$1.60
Sensible Food Crunch Dried Snacks *	\$1.80
SkinnyPop Popcorn 0.65 oz*	\$1.60
Smartfoods Sweet Salty Kettle Corn 0.5 oz*	\$1.80
Snyders of Hanover Pretzel 0.9 oz	\$1.80
Starkist Chunk Light Tuna 2.6 oz	\$2.50
Takis Fuego 1 oz	\$1.20
Thinsters Chocolate Chip 1 oz*	\$1.60
Thinsters Vanilla Bean 1 oz*	\$1.60

Products	Retail Price
Uncle Ben's Brown Rice 8.8 oz	\$1.60
Uncle Ben's Original Rice 8.8 oz	\$1.60
Veggie Straws Sea Salt 1 oz*	\$1.60
Veggie Straws Zesty Ranch 1 oz*	\$1.60
Welch's Fruit Snacks 0.8 oz	\$1.50
Wonderful Pistachios 1.5 oz	\$1.80

Candy

Products	Retail Price
Crunch 1.55 oz	\$1.80
Doublemint Gum	\$1.00
Hershey's Milk Chocolate	\$1.80
Hershey's Milk Chocolate W/ Almonds	\$1.80
Hershey's, Cookies N' Creme	\$1.80
Kit Kat Bar 1.5 oz	\$1.60
M&Ms Peanut 1.74 oz	\$1.80
Reese's Peanut Butter Cups 1.5 oz	\$1.60
Skittles 2.17 oz	\$1.60
Snickers 1.86 oz	\$1.60
Trident Gum	\$1.30
Twix 1.79 oz	\$1.60

Extension

Products	Retail Price
Cheerios 1.3 oz*	\$2.00
Cinnamon Chex 2.2 oz	\$2.00
Cinnamon Toast Crunch 2 oz	\$2.00
Cup Noodles Beef	\$2.50
Cup Noodles Chicken	\$2.50
Cup Noodles Shrimp	\$2.50
Cup Noodles Spicy Chicken	\$2.50
Frosted Flakes 2.1 oz	\$2.00
Honey Nut Cheerios 1.8 oz	\$2.00
Kellogg's Cocoa Krispies	\$2.00
Kellogg's Corn Pops	\$2.00
Kellogg's Froot Loops 1.5 oz	\$2.00
Krave Chocolate 1.87 oz	\$2.00
Lucky Charms 1.7 oz	\$2.00
Maruchan Beef 2.25 oz	\$1.80
Maruchan Chicken 2.25 oz	\$1.80
Maruchan Chicken 3 oz	\$1.80

NVF:AXY:KML
12/14/2021

Products	Retail Price
Maruchan Hot & Spicy Beef 2.25 oz	\$1.80
Panda Signature Ramen Spicy Shrimp 2.25 oz	\$2.00
Quaker Instant Oatmeal Apples & Cinnamon*	\$2.00
Quaker Instant Oatmeal Cinnamon & Pecan*	\$2.00
Quaker Instant Oatmeal Honey & Almonds*	\$2.00
Quaker Instant Oatmeal Maple & Brown Sugar*	\$2.00
Nongshim Bowl Spicy Kimchi 3.03 oz	\$2.50
Shin Noodle Soup 4.2 oz	\$2.50
Soon Veggie Noodle Soup 2.64 oz*	\$2.50
Nongshim Tonkotsu Ramen 3.56 oz	\$4.00
Milk & Cereal Pack*	\$3.50
Soon Veggie Soup Cup	\$2.50
Compleats Beef Pot Roast	\$4.00
Compleats Beef Stew	\$4.00
Compleats Chicken Alfredo	\$4.00
Compleats Chicken Breast & Mashed Potatoes	\$4.00
Compleats Meatloaf	\$4.00
Compleats Rice & Chicken	\$4.00
Compleats Roast Beef	\$4.00

Revised Exhibit A-3

Vending Machine Locations

Branch Library	Address	Phone Number
Alviso (outside)	5050 N First St San Jose, CA 95002	408-263-3626
Dr Roberto Cruz, Alum Rock	3090 Alum Rock Ave San Jose, CA 95127	408-808-3090
Berryessa	3355 Noble Ave San José, CA 95132	408-808-3050
Biblioteca Latinoamericana	921 S First St San José, CA 95110	408-294-1237
Cambrian	1780 Hillsdale Ave San José CA 95124	408-808-3080
Calabazas	1230 S Blaney Ave San José, CA 95129	408-808-3066
East Branch Carnegie	1102 E Santa Clara St San José, CA 95116	408-808-3075
Educational Park	1772 Educational Park Dr San José CA 95133	408-808-3073
Edenvale	101 Branham Lane East San José CA 95111	408-808-3036
Evergreen	2635 Aborn Rd San José CA 95121	408-808-3060
Hillview	1600 Hopkins Dr San José CA 95122	408-808-3033
Joyce Ellington	491 Empire St San José CA 95112	408-808-3043
Martin Luther King Jr.	150 East San Fernando St San José CA 95112	408-808-2000
Pearl Avenue	4270 Pearl Ave San José CA 95136	408-808-3053
Rose Garden	1580 Naglee Ave San José CA 95126	408-808-3070
Santa Teresa	290 International Circle San José CA 95119	408-808-3068
Seven Trees	3590 Cas Dr San José CA 95111	408-808-3056
Tully	880 Tully Rd San José CA 95111	408-808-3030
Vineland	1450 Blossom Hill Rd San José CA 95118	408-808-3000
Willow Glen	1157 Minnesota Ave San José CA 95125	408-808-3045
West Valley	1243 San Tomás Aquino Rd San José CA 95117	408-244-4747

- MLK – 1 plus extension vending machine
- Total machines – 21 – Will be 20 machines if cannot accommodate and indoor space at Alviso

Exhibit B Compensation

Commission

Contractor shall pay City commission on a monthly basis at a rate between 7% of gross sales (depending on sales/revenue volume) before taxes per table below. Copies of collection tag/receipts from each restocking service or cash pick-up will be provided to City for verification of sales, upon request.

Contractor shall be responsible for the payment of any and all taxes, permits, fees, etc. of any nature, to include but not limited to sales tax, excise tax, use tax, and any other types existing or to be added at a future date. All shipping, loading, inventory and handling charges shall be included.

Commission payments are due to the City on the 10th of every month for the month prior. Commission shall remain fixed for the life of the contract, including option years.

All Commission checks shall be mailed as indicated below:

San Jose Public Library
Financial Business Services
150 East San Fernando Street, 4th Floor
San Jose, CA 95112

Monthly Reports

Monthly Reports shall be provided to the Financial Business Services on the 1st of every month by the end of business day. Each month Contractor will forward a statement and check to City of San Jose that will reflect the location of each machine, the opening cash meter reading and the closing cash meter reading. Each machine will be identified by machine type, location, and serial or asset number. The report will reflect the total commission paid by machine and the grand total for all the machines that will coincide with the check that accompanies the statement.

Audits

The City reserves the right to audit Contractor sales and commissions at any time through the term of the Agreement.

Exhibit C CHANGE ORDER FORM

<p>Pursuant to Section X of the Agreement for the _____ between _____ and the City of San José is hereby amended as follows:</p>			
<p><i>(The following language is hereby provided as an example of how to complete this form.)</i></p>			
<p>1. Contractor shall provide the following additional services at the costs indicated below:</p>			
TOTAL			
<p>2. The following services, products or deliverables are hereby deleted and the associated costs in amounts set forth are also deleted.</p>			
TOTAL			
<p>3. Exhibit ___ is hereby amended to read as set forth in the Revised Exhibit ___ which is attached hereto.</p>			
<p>4. All of the terms and conditions of the Agreement not modified by Change Order shall remain in full force and effect.</p>			
		Total Cost of Change	
		Total Credit of Change	
		Previous Amendments and/or Change Orders	
		Original Contract	
<p>ACCEPTANCE</p> <p>Contractor hereby agrees to accept the amount set forth herein as payment in full of the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein.</p> <p>Contractor</p> <p>_____</p> <p>Name _____ Date _____</p> <p>Title _____</p>		<p>APPROVED AS TO FORM</p> <p>_____</p> <p>Name Deputy City Attorney</p> <p>City of San José</p> <p>_____</p> <p>Name _____ Date _____</p> <p>Title _____</p>	

Exhibit D
Notice of Exercise of Option to Extend Agreement

AGREEMENT TITLE and DATE:	
CONSULTANT Name and Address:	
DATE OF OPTION:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section 2.2 of the Agreement referenced above, the City of San Jose hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
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NEW OPTION TERM

Begin date:	
End date:	

MAXIMUM COMPENSATION for New Option Term:	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San Jose hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF SAN JOSE a municipal corporation By _____ Name: Title:
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Exhibit E Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001); and
2. The coverage provided by Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance; and.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

4. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
5. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
6. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

7. General Liability and Automobile Liability Coverages

- a. The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.

8. Workers' Compensation and Employers' Liability

Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.

9. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

Verification of Coverage

Contractor shall furnish the City with certificates of insurance and endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverages. This proof of insurance shall provide the Contractor's email and phone number to contact in case of insurance notifications or inquiries.

Proof of insurance shall be emailed in pdf format to:

Riskmgmt@sanjoseca.gov:

Certificate Holder

City of San José –
Finance Department
Risk Management

200 East Santa Clara St., 13th
Floor Tower San Jose, CA
95113-1905

Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.