

**CONTRACT MODIFICATION NO. 02**  
**BETWEEN THE UNIVERSITY of MARY WASHINGTON and CRH CATERING COMPANY, INC.**  
**May 29, 2024**

In accordance with the terms and conditions of the original Contract, UCPUMW 20-1124 "Changes to the Contract," the following modifications have been mutually agreed upon with an effective date of July 1, 2024.

Relative to the general scope of the above referenced contract, the University of Mary Washington hereby modifies the contract as follows to incorporate Contractor's responsibilities associated with Pepsi Beverages Company (herein known as "Pepsi") products:

**I. Section A (Equipment) of the Contract is hereby modified to add paragraphs 16 and 17 in full text as follows:**

16. Equipment. Pepsi will loan to Contractor Pepsi owned vending equipment ("Equipment") as documented in Attachment A. The Equipment will be new or like-new recently-refurbished Equipment. Contractor agrees that the Equipment will be exclusively used to display Pepsi products ("Product" or "Products") subject to applicable law, rule or regulation. Contractor shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Title to such Equipment will remain vested with Pepsi or its affiliate. Pepsi is responsible for damage caused by equipment; Contractor is responsible for damages caused by Contractor employees.

17. Vending Machines. With respect to the vending machine Equipment placed at the University of Mary Washington locations (herein known as "Facilities"), Contractor will be responsible for (i) stocking the Pepsi Vending Machines (herein known as "Vending Machines") with the Products, (ii) collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for collected monies, (iii) payment to Pepsi for the Products, and (iv) maintaining UMW-approved wireless readers to include acceptance of cash, credit, EagleOne card, and mobile pay options.

**II. Section B (Product Information) of the Contract is hereby modified to add paragraphs 7 and 8 in full text as follows:**

7. Contractor shall assume vending services of Pepsi products, which shall be vended in accordance with the terms and conditions as specified within paragraphs 1., 2., 3., 5., and 6. within Section B of the Contract.

8. Contractor will participate in a test micro-mart, in cooperation with Pepsi, UMW Business Services, in in compliance with UMW policies and procedures and in coordination with UMW Business Services.

**III. Section C (Service) of the Contract is hereby modified to add paragraph 7 in full text as follows:**

7. Contractor relies on seed technology for Inventory Control. In addition to the technology, Contractor shall have a supervisor on site weekly, at minimum, to review all vending machines (snack and beverage) for product availability and best-by date, and serviceability of both snack and

beverage machines. Additionally, Contractor shall include in monthly sales reporting the last fill date for each item sold, by machine, within the sales reporting period.

**IV. Section D (Payment) of the Contract is hereby modified to add paragraphs 10 and 11 in full text as follows:**

10. Contractor shall pay UMW a monthly commission rate of 28.1% on gross Pepsi product sales.

11. Contractor's monthly sales reports submitted to UMW shall include: sales by asset number and location, by tender type and in total, unit sales by product name, dollar sales by product name, report run date, sales period begin and end date, last fill date for each product sold.

**V. The following products and unit prices are hereby added to Attachment A of the Contract:**

BRAND	DESCRIPTION	PACK/SIZE	UNIT PRICE
Pepsi	Carbonated and non-carbonated beverages	20 oz.	\$2.25
Pepsi	Gatorade	16 oz.	\$2.50
Pepsi	Juice	16 oz.	\$2.50
Pepsi	Pure Leaf Teas	16 oz.	\$3.00
Pepsi	Energy	15 oz.	\$3.75

***All other terms and conditions of the original contract referenced above shall remain in force.***

By signing this modification, representatives of each party are certifying authorization to sign and agree to be bound by the terms and conditions of the contract.

**CONTRACTOR**  
**CRH Catering Company**

Signature: M. Catherine Pierce

Name (Printed): M. Catherine Pierce

Title: Sales Manager

Email: catpierce@crh-catering.com

Phone: 804-400-4265

Date: 6/6/2024

**AGENCY**  
**University of Mary Washington**

Signature: \_\_\_\_\_

Name (Printed): Melva Kishpaugh

Title: Director, Procurement Services

Date: June 11, 2024

## ATTACHMENT A

### Pepsi Equipment Locations

Anderson-2660658
Arrington Hall-11384471
Ball Hall-274755
Bushnell Hall-11082430
Combs 274725
Combs -1016857
Dupont Hall-274738
EagleLndg 1ST FL 445471
EagleLndg 3RD FL 274775
EagleLndg 5TH FL 274774
HCC 12169864
HCC (Starbucks) 10491480
Jefferson Hall-11347324
Jepson Sci. Ctr.-274734
Mason Hall-10027059
Mason Hall-G 10745250
Mercer-10703239
Monroe-10747636
Monroe-2592558
Randolph Hall -10027054
Randolph Hall (Listed as MASON) - 10747645
Simpson Library-11361755
Seacobeck RA246565 / 12212750
UMW Apts-325417 bldg. 1018
UMW Apts-109435 bldg. 1104
University Center-10522195
Virginia Hall 12135293
Willard - 274753
Westmoreland Hall-274779
Woodard Front-4620546
Woodard Front- HG10824218
Dahlgren - 12312609 / RA401313
Facilities 274769