

Proposal Prepared for



Vending Services

*Prepared by: Catherine
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Revised Date November 19, 2020*

Our Commitment to You!

It is the mission of CRH Catering Company, Inc. to create a partnership with each individual client recognizing every client is different and has individual needs.

To ensure each client receives prompt, professional, friendly and courteous service.

To maintain a clean, comfortable food service environment including well maintained machines and equipment, offering the latest in technology and style.

To negotiate fair market pricing while offering name brand snacks and beverages as well as nutritional and well-prepared meals – using only quality ingredients.

By maintaining these objectives, we shall be assured of a fair profit that will allow us to contribute back to the community we serve.



CATERING CO., INC.
Offering Full Line — Full Service Vending

About Us!

Reference Sec. VI, Letter B 4h

Understanding the Opportunity

CRH Catering Company (CRH), a highly experienced leader in retail dining, catering, micro markets, vending, office coffee and water service, is pleased to submit this proposal to University of Mary Washington. CRH Catering Company agrees to adhere to all specifications of the RFP as outlined in Section VII, Letters A-I which may not be specifically and directly outlined in this response.

This Vending Service Program is an opportunity to continue to manage and operate the vending machines and equipment within the University of Mary Washington, Fredericksburg campus as well as the other campus as outlined in this RFP. CRH Catering understands there are opportunities of partnership within the State of Virginia through cooperative procurement within this contract.

The goal of this project is to enhance operations and service levels while providing quality food products for the staff and students of University of Mary Washington. It is our goal to provide a comfortable inviting place for your students, staff and guests to enjoy quality food and products which will allow them to *REFUEL, REFRESH AND RELOAD* as they teach and learn.

History

CRH Catering Company is recognized as one of the top vending and food service management companies located in the Mid-Atlantic Region of the USA. For more than 50 years, we have specialized in contract dining, catering, vending, and micro market service. Additionally, we offer ancillary services including office coffee, bottled and filtered water services.

CRH has eight major divisions in three states. Also, between Virginia and Maryland, we have three smaller support satellite distribution facilities. We have a full-service central kitchen, a shop for parts , equipment refurbishment and distribution, and a purchasing office. CRH Catering has approximately 240 employees. Annual sales are approximately \$56,000,000.

CRH provides vending and food service management to well over 2000 clients corporate wide. Our market segments include Colleges and Universities, Government and Institutional, Retail, Private Business and Industry. CRH also maintains an outstanding allied partnership with USConnect for it's national and international focus. We are proud to be recognized as a Family Affiliate Member of USConnect who serves the continental US and Canada and soon, Mexico.

Buying Power

CRH Catering Company is a member of USG, Unified Strategy Group. USG is made up of the largest independent, vending, food service and market companies in the United States. Our president, Joe Cordaro, sits on the Board of Directors for USG. USG's collective buying power is equivalent to the largest independent food service company in our industry. USG successfully negotiates contracts with all major suppliers such as Pepsi, Frito-lay, Mondelez, Hershey, Mars, as well as many others to bring the best pricing to our clients.



Corporate Ownership

Joseph M. Cordaro
President
since 1980



Principal Officers



Pete Cordaro
Executive Vice President
since 1996



Craig Pierce, Virginia Regional General Manager

Craig has been with CRH since October 1996 and in the industry since 1988. Craig graduated from Old Dominion University with BS in Business Administration. Craig oversees all divisions in the Commonwealth of Virginia and will be an integral part of managing the contract with University of Mary Washington.



Tom Campbell, Operations Manager, Northern Region

Tom has been with CRH Catering Company since August 2019. Tom was the owner/operator of Campbell's Vending in Fredericksburg, VA for more than 25 years. In August of 2019, Campbell's vending was acquired by CRH Catering and Tom joined our team. Tom has proven to be an important and outstanding asset for CRH in managing our Northern Virginia region and will continue to manage University of Mary Washington.



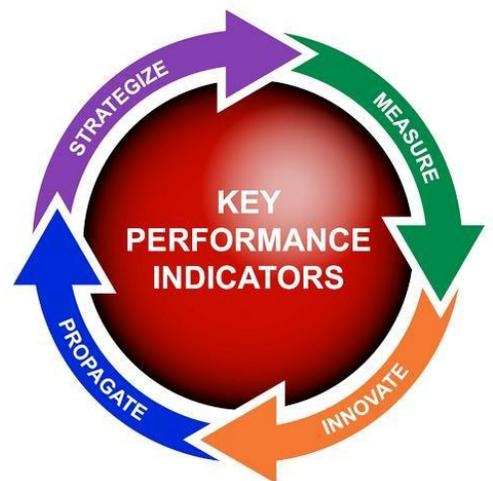
Catherine Pierce, Regional Sales & Account Manager

Catherine joined CRH in October 1995. Her background consists of over 30 years in the vending industry, and 5 years in the hospitality and travel industry. Catherine will be the primary account manager and provide support to the overall contract management at University of Mary Washington.



KPI's

Though inventory control systems with Seed Technology; Lightspeed installed in all of our warehouses; strict monthly inventories through all our medians of sales; along with our membership in USG; CRH is able to maintain its profit margin successes through inventory controls and buying power. CRH Catering sustains our employees and managerial staff with excellent salaries and benefits. By remaining on the cutting edge of technology and innovation, ever adding what our customers desire in equipment and services and encouraging partnerships with all of our clients, we have led a strong, successful company for the last 50 years.





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Equipment

Reference Sect. VI. Letter B #4 a-d, f-g



CRH Catering will provide UPGRADES during the course of this contract beginning with the 9 Academic Halls. These machines will be replaced with the Merchant Media Snack Machine. In addition and over a period of time, CRH will upgrade other machines throughout the contract term as needed. All machines and equipment will be current model, and will be equipped with LED lighting, energy efficient compressors where applicable and remote real-time monitoring technology, as well as the SureVend feature. All upgrades to the 9 academic halls will be delivered 30 days after authorization is provided by the University with an additional two days for installation of the new machines and removal of the old machines.

All machines will accept the \$1, \$5, \$10, \$20 bills, credit/debit cards as well as, Google Wallet and Apple Pay and the University's Eagle One Card.

We are proud to lead our industry into the future and will continue to push the boundaries of technology to better serve our customers. The following shows a listing of current equipment, type as well as brochures of existing machines.





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Current Vending Machines	Building	Type
Main Campus		
26701	Anderson Center	Snack (Crane 167)
26666	Apartments	Snack (Crane 167)
26702	Arrington Hall	Snack (Crane 167)
26703	Bushnell Hall	Snack (Crane 167)
26704	Combs Hall	Snack (USI Snackmart)
26705	Custis Hall	Snack
26705	Custis Hall Prepick	Snack (USI 3039)
26650	Dupont Hall	Snack (Crane 167)
26651	Eagle Landing 1st South	Snack (Crane 167)
26708	Eagle Landing 3rd South	Snack (Crane 167)
26709	Eagle Landing 5th South	Snack (Crane 167)
26654	George Washington Hall	Snack (Crane 167)
26711	HCC	Snack (Crane 167)
26712	HCC Supply	Snack (USI 30xx)
26713	Jefferson Hall	Snack (USI Mercato)
26735	Jepson Science Center 248	Snack (Crane 167)
26698	Jepson Science Center 3rd Floor	Snack (USI Snackmart)
26714	Marshall Hall	Snack (Crane 167)
26715	Mason Hall	Snack (USI Snackmart)
26717	Mercer Hall	Snack (USI Mercato)
26718	Monroe Hall	Snack (USI Mercato)
26719	Randolph Hall	Snack (USI Snackmart)
26720	Russel Hall	Snack (USI Mercato)
26721	Simpson Hall	Snack (Crane 167)
26722	Trinkle Hall	Snack (USI Mercato)
26667	University Center	Snack (Crane 167)
26726	Wesmoreland Hall	Snack (Crane 167)
26725	Willard Hall	Snack (Crane 167)
26728	Woodard	Snack (USI Snackmart)
26696	Housekeeping Dept	Snack
26641	2nd Floor	Snack (AMS Sensit 2)
Dahlgren Campus		
26695		Snack (Crane 167)
Stafford Campus		
26643	Building 121 Break Room	Snack (Crane 167)
26644	Building 125 2nd Floor room B201	Snack (Crane 167)

Current Vendor



MERCATO 5000

Of the Mercato line glass front snack vending machines, the Mercato 5000 offers the most selection, flexibility and value. With up to 65 selections and product capacity of up to 528 items, the Mercato 5000 is ideal for high volume locations. Vend a mints and healthy snack items to satisfy all of your customer cravings!



- Touch screen interface options
- Americans with Disabilities Act (ADA) ready
- Easy product reconfiguration
- Class leading energy saving features
- Full sales & accounting features
- Motor pairing capable
- iVend® guaranteed delivery
- Large LED lighted point of sale window
- Built-in security & quality construction





Current Vendor



SENSIT 3

Models 28 SLIM GEM® & 39 WIDE GEM

Measure your commute to the convenience store in steps, not miles.

Current Vendor



Have snacks on demand with your favorite brands of candy, pastries, cereal bars and salty snacks... all guaranteed to deliver thanks to our exclusive SureVend™ technology.

SnackCenter 1



Coffee Service Stafford and Dahlgren Campuses

KEURIG®



Current Machine



Upgraded Machine

Bean to Cup with a Vending Option!





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Service Maintenance & Software Technology

Reference Sect. VII Letter C

For our Vending Sales, we use a web based inventory control software Cantaloupe Systems featuring SEED Technology. Each of our vending machines are monitored with a Seed unit . This concept leverages wireless technology to dramatically enhance the value and services from our vending machines. A Seed device is installed into each machine, where information is gathered and sent wirelessly to our company. This improves service, reporting accuracy, and energy efficiency. In addition, we will be able to constantly monitor sales by product and rapidly respond to trends. This information is also available to UMW via remote-access, real-time product and sales data monitoring purposes through vending. *Upon request, a private password will be provided to UMW to capture real time sales data.* No more need to accompany a route person with this technology at your fingertips! All reports, financial statements, and other agreed to documentation will be provided to University of Mary Washington.



Service, Maintenance, Software Technology

Total Transparency through Wireless Technology



CRH machines are installed with Cantaloupe Seed remote reporting systems providing us real time sales data. This data allows us to use dynamic routing, assuring you the highest level of service and freshness.

We know where to go...When to go.... & What to take

customers routes groups items planograms devices prepick plans notifications branches fields multi edit

Location Detail: UNIVERSITY OF MARY WASHINGTON MAIN CAMPUS
1301 COLLEGE AVE
FREDERICKSBURG
VA, 22401

Edit Location Edit Map Create Machine Create Market Create Delivery Point Exception Periods

Machines Delivery Points Markets Visits Map Tickets (0) Notes

AssetID	SN	Place	Type	Commission Plan	Tax Jurisdiction
26701		Anderson Center	Snack (Crane 15x/16x)	Needs assigned	VA State Sales Tax
26666		Apartments	Snack (Crane 15x/16x)	Needs assigned	VA State Sales Tax
26702		Arrington Hall	Snack (Crane 15x/16x)	Needs assigned	VA State Sales Tax
26703		Bushnell Hall	Snack (Crane 15x/16x)	Needs assigned	VA State Sales Tax
26704		Combs Hall	Snack (USI Snackmart)	Needs assigned	VA State Sales Tax
26705		Custis Hall	Snack	Needs assigned	VA State Sales Tax
026705		Custis Hall Prepick	Snack (USI 30xx)	Needs assigned	VA State Sales Tax
26650		Dupont Hall	Snack (Crane 15x/16x)	Needs assigned	VA State Sales Tax
26651		Eagle Landing 1st South	Snack (Crane 15x/16x)	Needs assigned	VA State Sales Tax
26708		Eagle Landing 3rd South	Snack (Crane 15x/16x)	Needs assigned	VA State Sales Tax
26709		Eagle Landing 5th South	Snack (Crane 15x/16x)	Needs assigned	VA State Sales Tax

customer UNIVERSITY OF MARY WASHINGTON
location UNIVERSITY OF MARY WASHINGTON MAIN CAMPUS
address 1301 COLLEGE AVE
city FREDERICKSBURG
state, zip VA, 22401
phone
fax
email
commission Needs assigned plan
tax VA State Sales Tax
jurisdiction external C02726
system id
comments
sales
restock \$1,398.30
today \$0.00
yesterday \$15.35
1 week \$39.40
1 month \$192.05
1 year \$52,142.34

Service, Maintenance, Software Technology



CRH Catering is committed to providing the service UMW has come to trust and depend on. By providing the Seed and Lightspeed Warehouse Technology we are working smarter, not harder and these technologies guarantee all of your machines will be filled, clean and working.



Repairs & Refunds

Ref. section VII, letter C #4 & 5



CRH Continues to break the barriers on the latest in technologies. We have recently added the opportunity to receive an immediate refund and faster response time if and when one of our machines malfunctions. Our latest repair stickers feature a QR code. Use your Smartphone and it will immediately take you to our web page to report the malfunction.

CRH guarantees response to a maintenance call for a machine within 2-4 hours. CRH will provide repairs between the hours of 7:30-4:30 p.m. CRH Catering has a local technician servicing the Fredericksburg Market.

CRH offers the standard refund system as well, providing a bank of change and refund vouchers which are replenished as needed. However, UMW may provide their own refund QR code for our machines. The QR Code would be connected to the EagleOne system and if the student loses money via a machine malfunction with their EagleOne Card, the QR Code will refund their money immediately back to their EagleOne card. Monthly, UMW will bill CRH for the refunds paid out on the EagleOne Card.

Cash Handling Procedures Ref. section VII Letter D#5

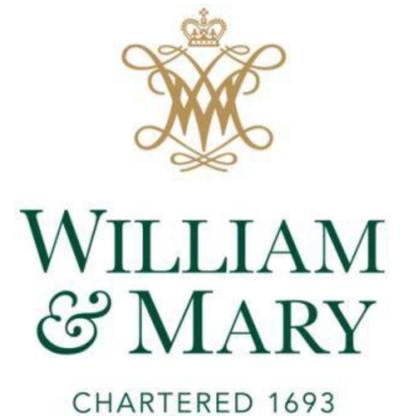
The vending service collections occur as they are serviced which will be weekly and they are deposited into the truck safe and delivered by the route staff to the regional office for verification. From there, the collections are transported to our vault. After the verification process, the funds are collected by an armored car carrier for delivery and deposited to our bank.



Similar Clients

Ref. Section VI, Letter B#4j

A Few Colleges & Universities Currently Serviced by CRH Catering Company





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Marketing

Ref. Section VI, Letter B #4 d



Where applicable, we offer digital advertising through our vending program featuring specials and promotions. All promotional vending items are available for viewing and information through our custom phone app or usconnectme.com web page. Many of the equipment upgrades will feature display advertising directly on the machine.

If the students and or staff desire to participate, our rewards program through USConnect, encourages participation and satisfaction by offering Cash Back rewards. For every \$1.00 spent in our vending machine patrons will receive 5 points. After accumulating points they can be redeemed for cash back on your vending card up to \$25.00 per month. Learn more in our Other Relevant Info section beginning on page 38.



CRH Catering Company understands the needs to promote and market our products. Through our machine digital advertising, to booths to promote products, we are willing to work with the University of Mary Washington in a multitude of ways that will benefit and promote the University and CRH Catering Company throughout the contract term.

In the past and on other college campuses, we have promoted our healthy products in our vending machines at health fairs, offering product give-aways, taste testing as well as information on how to find the items in our machines with posters.

We have supported the University of Mary Washington's own annual vendor fair with product displays and with a representative on site to answer questions about our company and services.

Within our financial package found on page 52, we are including \$4000 in products annually to be offered at student orientation, final exam study breaks, last day of class celebration, as well as employee benefit fairs. If there are other opportunities to utilize these products CRH Catering will be happy to work with the University as needed.

CRH will provide sampling events on campus for new products once it is determined COVID-19 exposure is no longer a risk to the University's students, faculty and staff.





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Product Information

Reference Section VII. Letter B
Detailed pricing and product size in Attachment

CRH has and will always offer nationally recognizable name brand products. Being a member of USG, United Strategies Group as referenced on page 6, allows us to maintain relationships with all national suppliers and to consistently see new items coming into the vending sector.

CRH changes its corporate planogram for our Snack Vending machines quarterly to offer new and different items so the students and faculty of UMW will consistently see a wide variety of items. CRH makes a concerted effort to provide a multitude of options when available including Gluten Free and Vegan options.

CRH Catering agrees to the pricing as outlined in this proposal response for 24 months. After the first two years of the contract, CRH shall provide supporting cost detail to support proposed annual price increases. Information to be provided shall include, but not be limited to, price increase letters from suppliers. Final price increases will be based on mutual agreement between CRH and the University of Mary Washington.

CRH Catering agrees to adhere to all requests as outlined in Section VII, letter B 1-5.



<u><i>Snack</i></u>	<u><i>Vend Rate</i></u>
<i>Standard Gum & Mints (Roll & 5 Stick only)</i>	1.00
<i>Chips</i>	1.35
<i>Candy (regular)</i>	1.50
<i>Candy (bag)</i>	2.00
<i>Bag Cookies, Pastry Large Premium Items</i>	1.25-1.50 1.75-3.25
<i>Nabs</i>	\$.75
<i>Starbucks Coffee 12 oz Keurig Coffee Kit</i>	\$1.75 \$1.25

*cash, EagleOne , USConnect Cards and Mobile App prices are discounted as outlined.

Bank fees apply with use of credit/debit card.



all nationally recognizable products

Healthy Choices

Reference Section VII. Letter B #3





CRH has developed and implemented a nutritional guideline program emphasizing sensible nutrition choices, nutrition education and a healthy active lifestyle.

Products that meet the guidelines are identified in machines with a heart/apple sticker for easy recognition.

The Right Choice... for a Healthier You! program has been developed and is managed by Carmen Gorniak, RD, CD.



**The TRC program provided through
Vending & Markets!**

My Plate illustrates the five food groups that are the building blocks for a healthy diet using a familiar image...

a place setting for a meal. Before you eat, think about what goes on your plate or in your cup or bowl.

To learn more about building a healthy plate go to choosemyplate.gov



The Right Choice nutrition program promotes a universal nutrition goal of eating in moderation, limiting certain ingredients for disease prevention and empowering the consumer to make

Healthier Choices.

USConnect Dietician Carmen Honnef has put together a list of her favorite healthy drinks and snacks that fit the TRC Guidelines. Please visit the TRC website for additional picks, recipes and tips!

www.therightchoiceforahealthieryou.com

Snacks

- Karr's Sweet and Salty
- Baked BBQ Lays
- KIND bar
- Fiber One bar
- LaraBar
- Blue Diamond Almonds
- Belvita Blueberry bar
- Dippin Sticks Hummus Pita
- Genisoy Choco Crisps
- Mareblu Almond Crunch
- Ms. Mays Cran Crunch
- Nature Valley Oats and Honey
- Pop Chips Cheddar
- Riceworks Chili
- Skinny Popcorn
- Special K Cheddar Cracker
- SunChip Original
- Sunmaid Raisins
- Sensible Sweet Corn Crunch
- Planters Peanuts

Drinks

- Diet Dr. Pepper
- Nestle water
- Diet Lipton Green Tea
- Powerade Zero Berry
- AF Splash Berry



Healthy Products Addition

All Chip products	.75-1.0 oz size are \$1.10*
NV Granola Bars	\$1.35
Protein Cookies	\$2.75
Luna Bar	\$2.75
Basil Choc Chip Cookie	\$1.50
Grandma Mini Choc Chip	\$1.50
Pirate Bootie .75 oz	\$1.35
Boulder Fries	\$1.35
Kar Nut Trail/Mix	\$1.35
Whole Grain Poptart	\$1.35*
Nutrigrain Bar	\$1.35
Special K Crisp	\$1.35
Kind Bar	\$3.00
Clif Bar	\$2.75
Belvita Bar	\$1.50
Quaker Breakfast Bar	\$1.50
Welches Fruit Gummy	\$1.35 (school pk)*

Healthy products are added to on a regular basis. Any desire for a particular product not currently offered will be provided upon request and subject to availability.

*Due to many schools being out of session due to Covid 19 the manufacturer's production of these package sizes has diminished and these products currently are difficult to get.



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School Supplies

Ref. Section VI, Letter B #4 K

CRH has been providing a School Supply Convenience vending machine in the Hurley Convergence Center during the current contract to accommodate the students need for school supplies. CRH does understand the importance of offering school supplies to students who may have a need for a pencil, pen, flash drive, white out or other products. Pricing in this machine ranges from .50-25.00 depending on the item.

CRH plans to continue to offer this machine convenience to the students of University of Mary Washington.





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Other Relevant Info

Ref. Section VI, Letter B, #7

Ref. section VI. Letter B , #7 “Other relevant info”



Covid-19 and the Coronavirus has impacted life as we know it. The world has been affected and the results of this impact are still quite unknown. CRH Catering is committed to enhancing the safety of our employees and customers when times like these hinder our every day life. CRH Catering complies with the FDA Food Safety Modernization Act guidelines for safe food handling and transportation of product from the point of time of delivery to our warehouse to client site. We provide sanitization materials, such as sanitizing wipes to our drivers to clean vending machine surfaces and high touch areas, pin pads or other work tools and equipment both before and after service.



Employee Requirements

Our employees are instructed to self evaluate before they arrive to work for signs of illness (fever, cough or shortness of breath). If any of these symptoms are recognized by the employee, they are instructed to remain home and to seek medical attention before returning to work.

We require our staff to stay six feet apart and to practice social distancing as well as wear protective face coverings and gloves while working. We have stopped gatherings or meetings of employees and staff of 10 or more during working hours. We have restricted non employees from entering our business or limit their access to one entrance and always require proper personal protection equipment prior to entering our buildings.

Servicing our Clients

Life goes on and so do we. To continue our service to our clients, we require PPE during visits and we require our staff to practice social distancing while in your building and break-room. Our employees are required to keep date and time log s of location servicing in order to trace contact in case of a positive testing for Covid-19. Our Seed Technology also assists with this requirement as it logs when machine doors are opened on a machine. And most importantly we have added a hygiene kit to our snack vending machines which feature a face mask and hand sanitizer.



We also follow the National Automatic Merchandisers Association checklist for location Servicing:

- Clean inside of machine (including spirals and racks)
- Clean outside of machine, especially keypads and touchscreens
- Clean product packaging in vending machines as needed
- Meet with management at client locations about providing signage on walls, machines and floors regarding proper social distancing while waiting to use a vending machine.

CRH

CATERING CO., INC.
Offering Full Line — Full Service Vending

USCONNECT All in One Card or Mobile App
Ref. section VI. Letter B , #7 "Other relevant info"

Shop. Swipe. Save.



USConnect®



www.usconnectme.com

Our Vending machines accept multiple forms of payment including:

- ✓ Cash
- ✓ Credit/ Debit Card
- ✓ Apple Pay
- ✓ Google Wallet
- ✓ USConnect Rewards Card & Mobile App (Tap the App vending)



A graphic for the USConnectMe app. It features a hand holding a smartphone displaying the app's interface. The interface includes a "PAY" button, a "Welcome Back Jeff" message, "ACCOUNT PROFILE", "REWARD POINTS", and a "Coke Zero" item. A "Pay Now" button is at the bottom. The background is a blurred store aisle. The USConnect logo is in the top left. Two QR codes are shown: one with an arrow pointing to the App Store and another with an arrow pointing to Google Play. The text "SCAN HERE To Download" is between the QR codes. The Google Wallet logo is overlaid on the phone. At the bottom, the text "Announcing the USConnectMe App!" is written in a large, bold, maroon font.

Each month, exciting promotions will be offered featuring popular items that provide huge cost savings on products purchased everyday from your market and even your vending machines.

USConnect

31,000 Promotions were redeemed last month saving vending customers in excess of \$31,000!

BUY 4 GET THE 5TH FREE!



SCAN FOR CURRENT PROMOTIONS!

DRINKS • SNACKS • CANDY • ENTREES
OVER 100 PROMOTIONS OFFERED DAILY!

• **USCONNECTME.COM** •

START SAVING TODAY!

Please visit usconnectme.com for details. All products must be purchased with the same OneCard. Promotion availability varies by location. The free item must be purchased then a promotional credit will be added back to your account balance. This can take up to 48 hours to appear.

Our affiliates have a firm commitment to support the communities that we serve.



USConnect donates 1.5% of all Rewards Card Sales vending to the charity of the customers choice including your own foundation!



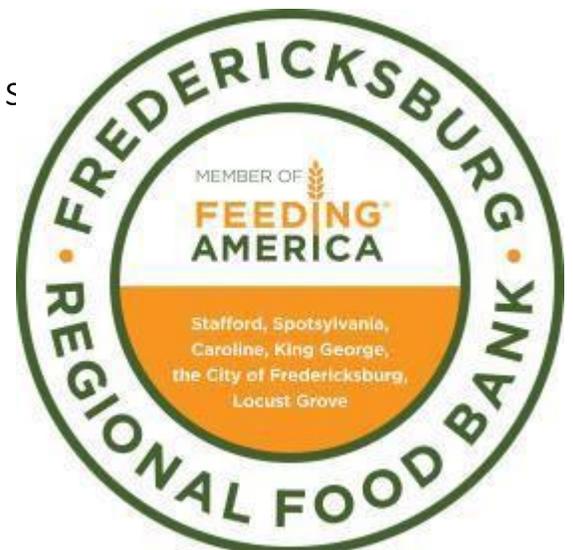
Any Nonprofit can be set up as a charitable partner and 1.5% of Reward Card Sales can be donated to the charities your collegeor students support.



BRISBEN CENTER
building with love

Since 2014 USConnect Card Charitable Donations are in excess of and still growing:

\$495,126.71



USConnect[®]

Charity Enrollment

The following information will be needed to enroll a charitable organization as a **Give Something Back Network** recipient:

Official Charity Name	
Charity Federal Tax ID	
Address1	
Address2	
City	
State	
Zip	
Contact Person	
Contact Number	
Contact Email	
Charity's Bank Name	
Bank Routing #	
Deposit Account #	

Give Something Back Network funds will be disbursed to registered recipients after the 15th day of the month following the close of a fiscal quarter. Funds will be distributed via check coming from USConnect.

The USConnect Rewards Card for Vending & Markets!

- 1.5% of USConnect Card Sales Donated to charity of choice!
- Cashless Convenience!
- Cash back Rewards - Up to 10% Cash Back!
- Manufacturer Promotions!
- Zero Processing Fees!
- Earn 5 Rewards Points for every dollar spent!



A Feature Rich Program
Geared directly to impact
Employees on a daily basis!



Sustainability

Ref. Section VI, Letter B, #7
“Other Relevant Info”



Reduce. Reuse. Recycle.

It's the Right the to do, It's the Right Choice!

CRH Catering is committed to fully sustainable practices throughout our operations. Our *The Right Choice for Earth!*™ program is about making the right “green” choices for our environment, our lifestyle and it’s about raising awareness for our environment. The program has 3 main components.

- 1) Utility Reduction – CRH utilizes Energy star vending machines with LED lighting and energy efficient compressors and equipment ; and where applicable, vend misers.
- 2) Reduce, Reuse, Recycle Philosophy –CRH has been recycling its cardboard, paper and plastic for more than 20 years.
- 3) Shrinking our Carbon Footprint – CRH has introduced a number of green initiatives including Seed and LightSpeed Technology in our warehouses over the last several years which has resulted in a reduction of our carbon foot by more than 40%. We have added this technology throughout 100% of our divisions. Due to the implementation of LightSpeed Technology we have removed 40% of our trucks from the road. CRH is utilizing Sprinter vans in many of it’s locations. As new vehicles are purchased, CRH managers will be and are driving Hybrid and Electric Cars including the officers of the corporation.



Right Choice for Earth!™



CATERING CO., INC.
Offering Full Line — Full Service Vending

Financial

Reference Section VII, Letter D #3

We are confident with our knowledge and experience, CRH will be able to continue to serve and maintain our beneficial partnership with UMW for all of your food service needs.

CRH Catering is offering a monthly commission rate of 27.6%. Additionally, we agree to provide up to \$4000.00 annually to the University in snack products. These products can be used for student orientation, staff meetings, staff appreciation days , final exam study days for students, health fairs or any other function the University desires.

CRH also intends to upgrade all 9 academic buildings with the new Snack Merchant Media as displayed on page 13 upon award of the contract or at a mutually agreeable time for both the University and CRH. Additionally, we plan to upgrade the remaining machines throughout the contract term as deemed necessary. Our anticipated equipment expenditure for the startup of the new contract term is \$45,000 for the Merchant Media machines and \$6000 for the Cafecation Total 1 Coffee Brewer for both Stafford and Dahlgren Campuses.

Total Estimated Revenues	\$111,000 x 27.6%	\$ 30,636.00
	10 Year Term	\$306,360.00
Annual Product Donation	\$ 4000.00x 10 yrs	<u>\$ 40,000.00</u>
Total Estimated Revenue		\$346,360.00



CATERING CO., INC.
Offering Full Line — Full Service Vending

Attachments

RFP Proposal Documents
Product List & Pricing
References & Reference Letters



CATERING CO., INC.
Offering Full Line – Full Service Vending

Stafford County Public Schools

31 Stafford Avenue
Stafford, VA 22554
Student /Admin Vending Services

[Redacted]
[Redacted]
[Redacted]

Amazon Fulfillment

1901 Meadowville Technology Parkway
Chester, VA 23831
Market , Vending & Coffee Services

[Redacted]
[Redacted]
[Redacted]

Lumber Liquidators

6115 Engineered Wood Way
Sandston, VA 23150
Bistro to Go Market, Vending & Coffee

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Lord Fairfax Community College

173 Skirmisher Lane
Middletown, VA 22645
Vending Services Multiple Campuses

[Redacted]
[Redacted]
[Redacted]

Past:

County of Spotsylvania

P.O. Box 215
8800 Courthouse Road
Spotsylvania, VA 22553

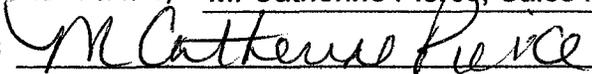
[Redacted]
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[Redacted]

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: March 3, 2020
RFP NUMBER & TITLE: RFP# UCPUMW 20-1124, Vending Services
PROPOSAL DUE DATE & TIME: April 1, 2020; 2:00 p.m.
PROPOSAL DELIVERY ADDRESS: University of Mary Washington
Procurement Services /Reference RFP UCPUMW 20-1124
Eagle Village Executive Offices, Suite 480
1125 Jefferson Davis Hwy., Fredericksburg, VA 22401
WORK LOCATION: All Campuses Fredericksburg Stafford Dahlgren
COMMODITY CODE(S): 96115, 16592, 74085
PRE-PROPOSAL CONFERENCE: Optional Mandatory N/A **DATE & TIME:** March 20, 2020; 2:00 p.m.
PRE-PROPOSAL LOCATION: Eagle Village Executive Bldg., 1125 Jefferson Davis Highway, Fredericksburg, VA, Suite #480
CONTRACT OFFICER: Ken Manahan **EMAIL:** kmanaha2@umw.edu
PERIOD OF CONTRACT: Two (2) years from date of award with the option of up to eight (8) one year renewals.

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

Name of Offering Firm: CRH Catering Company, Inc.
Address of Offering Firm: 10444 Lakeridge Parkway, Ashland, VA 23005
Certification No.: _____ **Expiration Date:** _____
eVA ID: E33187 **Tax ID:** 25-1186514
Email: catpierce@crh-catering.com **Telephone:** 804-264-1916 w 804 400-4265 c
Website: www.crh-catering.com **Fax:** 804- 264-2036
Submitted By (Print Name & Title): M. Catherine Pierce, Sales Manager
Signature (In Ink):  **Date:** August 12, 2020



**ADDENDUM
March 16, 2020**

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: RFP# UCPUMW 20-1124
Date Issued: March 3, 2020
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: April 1, 2020

This addendum consists of two (2) pages.

I. Response to Questions:

- 1. Question:** Are the vending machines allowed to offer any Coca Cola products?

UMW Response: Based on an exclusive contract with Pepsi, Coca Cola products cannot be offered on any University of Mary Washington campus.

- 2. Question:** Is the DSBSD certification a mandatory requirement for this bid?

UMW Response: The Virginia DSBSD certification is not a requirement for the submission of a proposal in response to the RFP, nor is it a requirement for the award of the Contract. To receive evaluation criteria points for the Small Business Subcontracting Plan, which is a maximum five (5) points, the Offeror and/or a participating subcontractor is required to be Virginia DSBSD certified by the due date for proposal submissions. Offerors are referred to the Subcontracting Plan provided as Attachment C to the RFP.

II. Pre-proposal Conference:

The Pre-proposal Conference will now be held via a teleconference at 2:00 p.m., Friday, March 20, 2020. Potential Offerors who wish to participate must notify, Ken Manahan, Contract Officer, via email no later than 2:00 p.m., Wednesday, March 18, 2020. The following information must be provided within the email notification: 1) participant's name; 2) email address; and 3) phone number. The dial-in number for the Conference will be emailed to those individuals listed in the email. The teleconference will commence promptly at 2:00. p.m.

END OF ADDENDUM NO. 1

Ken Manahan
Contract Officer
Procurement Services
University of Mary Washington
Phone: (540)654-1382

RFP 20-1124 Addendum No. 1 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: CRH Catering Co.
NAME OF OFFEROR REPRESENTATIVE: M. Catherine Pierce
OFFEROR SIGNATURE: M. Catherine Pierce
DATE: 8/5/2020



ADDENDUM
March 18, 2020

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposals: RFP# UCPUMW 20-1124 (“RFP”)
Date Issued: March 3, 2020
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: April 20, 2020

This addendum consists of one (1) page.

This Addendum hereby changes the proposal due date & time to April 20, 2020 at 2:00 p.m. Proposals received after this revised due date and time cannot be accepted. The proposal delivery address remains unchanged.

END OF ADDENDUM NO. 2

Ken Manahan
Contract Officer
Procurement Services
University of Mary Washington
Phone: (540) 654-1382

RFP 20-1124 Addendum No. 2 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: CRIT Catering Co.
NAME OF OFFEROR REPRESENTATIVE: M. Catherine Pierce
OFFEROR SIGNATURE: M Catherine Pierce
DATE: 8/5/2020



ADDENDUM
March 30, 2020

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference – Request for Proposals: RFP# UCPUMW 20-1124
Date Issued: March 3, 2020
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: April 20, 2020; 2:00 p.m.

This addendum consists of four (4) pages, inclusive of Attachment A.

The purpose of this Addendum is to 1) answer questions received, and 2) identify pre-proposal conference participants:

I. Questions from Offerors

1. **Question:** What is the current food recovery process provided by the incumbent for Fredericksburg area outlined in section 11 on page 18?

UMW Response: This is a new item for UMW involvement. The University is not aware of any food recovery efforts/process currently being done by the incumbent.

2. **Question:** What were the commission dollars provided in FY18 and FY19?

UMW Response: Commission dollars provided for FY18 were \$16,387.62; for FY19, the amount was \$21,145.81.

3. **Question:** What was the commission % in 2018, and 2019?

UMW Response: The commission percentage for 2018 and 2019 was 18% and 20% respectively.

4. **Question:** In previous years 2018, 2019 beyond vending commissions, what other benefits did your current provider provide University of Mary Washington? Scholarship monies, marketing monies etc.? Were there any product donations that were included as part of the program?

UMW Response: There were no required product donations as part of the program, nor were there monies of any type provided by the current provider.

5. **Question:** In previous years what were the commission dollars used for from the snack vending program?

UMW Response: The commission dollars are applied to the University's general fund, and are not earmarked for a specific use.

6. **Question:** Per the RFP in section B #4b on page 7, it references a list of alternative offerings for vegan, gluten free, sustainable and other healthy foods. What products provided by your current vendor have they included in your current program that meet this criteria?

UMW Response: The current contract does not require vegan, gluten free, or sustainable foods.

7. **Question:** Per the RFP in section B #4k it references thoughts on use of vending machines for school supplies. How has your current provider addressed this recommendation within the current program? Who buys the school supplies? Who collects the revenue?

UMW Response: The process for the stocking and collection of revenues by the Vendor for snacks is the same for supplies.

8. **Question:** What is the projected student population % increase year to year moving forward in 2020 and beyond?

UMW Response: Forward projections are unavailable. However, enrollment history for fiscal year's 2016, 2017, and 2018 is provided as follows:

2018 = 4,727; 2017 = 4,808; 2016 = 4,726

9. **Question:** In a perfect world what would your vending program look like? What would need to change in your current program to attain your perfect world?

UMW Response: Offerors are referred to UMW vending program requirements as specified within the RFP.

10. **Question:** Currently what feedback do you get from your students on your vending program?

UMW Response: Feedback consists of notifications associated with issues related to the operation of machines, and with required supplies for the coffee stations located on the Stafford and Dahlgren locations.

11. **Question:** Once proposals are received what is the expected time frame for a decision to be made?

UMW Response: UMW's goal is to award the contract prior to the expiration of the existing contract, which is currently June 30, 2020. The COVID-19 situation may impact this schedule.

12. a. **Question:** Who comprises the team that makes this decision?

UMW Response: The Evaluation Committee consists of employees of the University.

12. b. **Question:** What are each of those team member key goals in this process?

UMW Response: The team's key goal is to award a contract in accordance with the evaluation criteria specified within the RFP.

13. **Question:** How does the E&I Co-Op program with universities that the University of Mary Washington is a member of affect this bid process?

UMW Response: The E&I CO-Op program does not affect this bid process.

II. Pre-proposal Conference

Attachment A to this Addendum provides the list of attendees to the Pre-proposal conference.

END OF ADDENDUM NO. 3

Contract Officer Name: Ken Manahan
Procurement Services
University of Mary Washington
Phone: (540)654-1382

RFP 20-1124 Addendum No. 3 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: CRH Catering Co.
NAME OF OFFEROR REPRESENTATIVE: M. Catherine Pierce
OFFEROR SIGNATURE: M Catherine Pierce
DATE: 8/5/2020

ATTACHMENT A

RFP UCPUMW 20-1124

PRE-PROPOSAL CONFERENCE ROSTER

03/20/2020; 2:00 p.m.; via Teleconference

REPRESENTATIVE'S NAME (PRINTED)	NAME OF FIRM TO SUBMIT PROPOSAL/BID	PHONE	EMAIL
Catherine Pierce	CRH Catering	804-400-4265	catpierce@crh-catering.com
Michael Wybieralla	Canteen	617-932-9559	Michael.Wybieralla@compass-usa.com
Jeff Thweatt	Canteen	757-328-0759	jeff.thweatt@compass-usa.com
Jessie Craighead	Canteen	540-589-1191	Jessie.Craighead@compass-usa.com
Kirk Warinner	Diamond Springs	840-929-7690	Kirk.Warinner@diamondsprings.com
Ray Rainey	Prospects Catering and Vending	571-346-1750	rrainey@quadrantinc.com
Steve Feuchtwanger	Prospects Catering and Vending	703-400-4963	fooch21@hotmail.com
Ken Manahan	University of Mary Washington	540-654-1832	kmanaha2@umw.edu
Tracy DeBernard	University of Mary Washington	540-654-1127	tdeberbna@umw.edu
Barbara Quann	University of Mary Washington	540-654-1005	bquann@umw.edu
Patricia Land	University of Mary Washington	540-654-1009	pland@umw.edu
Hunter Rauscher	University of Mary Washington	540-654-1658	jrusche@umw.edu



ADDENDUM April 10, 2020

ADDENDUM NO. 4 TO ALL OFFERORS:

Reference – Request for Proposals: RFP# UCPUMW 20-1124
Date Issued: March 3, 2020
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: August 12, 2020; 2:00 p.m.

This addendum consists of one (1) page.

The purpose of this Addendum is to 1) extend the due date and time for proposal submissions, and 2) incorporate a transition plan requirement; and 3) identify the anticipated contract start date.

- I. The proposal due date and time for proposal submissions is hereby changed to 2:00 p.m., August 12, 2020.
II. A new requirement within the Offeror’s proposal submission is added to section VI, B, identified as #8, to read as follows:

VI, B, 8: “Offeror shall propose a transition plan that identifies 1) a milestone schedule that addresses the number of days required for the installation and full operation of machines; and 2) actions/activities the University must complete for the Offeror to complete the transition.”

- III. The anticipated start date of the new contract is December 15, 2020.

END OF ADDENDUM NO. 4

Contract Officer Name: Ken Manahan
Procurement Services
University of Mary Washington
Phone: (540)654-1382

RFP 20-1124 Addendum No. 4 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: CRH Catering Co.
NAME OF OFFEROR REPRESENTATIVE: M. Catherine Pierce
OFFEROR SIGNATURE: M. Catherine Pierce
DATE: 8/5/2020



ADDENDUM July 20, 2020

ADDENDUM NO. 5 TO ALL OFFERORS:

Reference – Request for Proposals: RFP# UCPUMW 20-1124
Date Issued: March 3, 2020
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: August 12, 2020; 2:00 p.m.

This addendum consists of one (2) pages and includes 1) updated delivery instructions, and 2) a requirement for the Offeror’s health & safety protocol.

- 1. Proposal submission requirements are hereby updated as follows:
• Due to the precautions associated with the COVID-19 virus, it is the University’s preference that Offeror’s proposals be submitted via mail or express delivery, and received by the Procurement department, at Eagle Executive Offices suite 480, 1125 Jefferson Davis Hwy., Fredericksburg, VA , no later than 2:00 p.m., August 12, 2020. Offerors are cautioned to allow sufficient time when mailing or shipping to ensure proposals are received on time. Deliveries to campus may be delayed.

Offerors who must deliver their proposals in person shall follow the instructions below:

- In person deliveries will only be accepted on Wednesday, April 12, 2020. Utilizing the times provided in the table below, Offerors shall request a time period for delivery by emailing the Contract Officer at kmanaha2@umw.edu. Within the Offeror’s email request, three different time periods shall be identified as a first, second, and third choice. Your email to request the delivery time period must be received no later than 3:00 p.m., Friday, August 7, 2020. In person deliveries shall be made at Eagle Executive Offices, Suite 480, 1125 Jefferson Davis Hwy., Fredericksburg, VA 22401.

Wednesday, August 12, 2020
Proposal Delivery Time Periods

Table with 2 columns and 4 rows of delivery time periods: 10:30 a.m. – 10:45 a.m., 11:00 a.m. – 11:15 a.m., 11:30 a.m. – 11:45 a.m., 12:00 p.m. – 12:15 p.m., 12:30 p.m. – 12:45 p.m., 1:00 p.m. – 1:15 p.m., 1:30 p.m. – 1:45 p.m.

- The Contract Officer will confirm the Offeror’s delivery time via email no later than 2:00 p.m., Monday, August 10, 2020. Offerors shall deliver their proposal within the time period confirmed by the Contract Officer.
• Individuals delivering proposals must wear a face covering while in the building.
• Upon entering suite 480, the table to the right will contain a sign-in sheet to be completed by the individual delivering the proposal, using their own pen.
• The Contact Officer, who will also be wearing a face covering, will provide a timestamped receipt.

- 2. Section VI, B, 4 “Specific Proposal Preparation and Submission Requirements” is hereby amended to add requirement 4.m to the Offeror’s proposal submission as follows: Offeror’s shall include their safety & health protocols that will be followed while on campus.

Acknowledgement of receipt signature block is found on the following page.

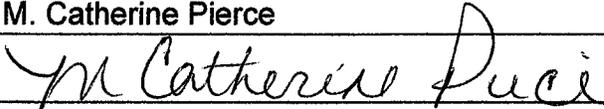
END OF ADDENDUM NO. 5

Contract Officer Name: Ken Manahan
Procurement Services
University of Mary Washington
Phone: (540)654-1382

RFP 20-1124 Addendum No. 5 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: CRH Catering Company, Inc.

NAME OF OFFEROR REPRESENTATIVE: M. Catherine Pierce

OFFEROR SIGNATURE: 

DATE: 8/5/2020

ATTACHMENT A
Hosted Technology Services Addendum

UNIVERSITY OF MARY WASHINGTON
Hosted Technology Services Addendum

VENDOR NAME: CRH Catering Company, Inc.

VENDOR PRODUCT/SOLUTION: Vending Machine Services

This Addendum shall be included in any procurement deemed necessary requiring hosted technology services for the purpose of ensuring that the Commonwealth of Virginia and University of Mary Washington, technology standards are complied with for the duration of the agreement between the University and the Vendor.

Definitions:

- **Agreement:** The "Agreement" includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor's Form.
 - **University:** "University" or "the University" means University of Mary Washington, its trustees, officers and employees. The point of contact for the University is the contract administrator for this Agreement.
 - **University Data:** "University Data" is defined as any data that the Vendor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
 - **Personally Identifiable Information:** "Personally Identifiable Information" (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by University of Mary Washington under federal or Commonwealth of Virginia law.
 - **Security Breach:** "Security Breach" means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
 - **Service(s):** "Service" or "Services" means any goods or services acquired by the University from the Vendor.
1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
 2. **Nonvisual Access To Technology:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.
 3. **Data Privacy:**

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Agreement. The Contractor will ensure that the Contractor's employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.
 - i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under this Agreement for University's and its End Users' benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

4. Data Security:

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- b. Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, SOC 2 or SOC 3, or other security report deemed sufficient by the University, from a third party reviewer along with annual updated security reports.
- c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Agreement.
- d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.

5. Data Authenticity, Integrity and Availability:

- a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."
- b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.
- c. Contractor will maintain an uptime of 99.99% or greater, or as negotiated and accepted by the University, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

6. Employee Qualifications:

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.

7. Security Breach:

- a. **Response.** Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
 - b. **Liability.** In addition to any other remedies available to the University under law or equity, when applicable to the type services being provided, Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.
- 8. Requests for Data, Response to Legal Orders or Demands for Data:**
 - a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
 - b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of this agreement. This shall include any data preservation or eDiscovery required by the University.
 - c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.
- 9. Data Transfer Upon Termination or Expiration:**
 - a. Contractor's obligations to protect University Data shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
 - b. Upon termination or expiration of this Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination of this Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
 - c. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.
 - d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of

service with minimal disruption to the University. The Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. Audits:

- a. The University reserves the right in its sole discretion to perform audits of Contractor at no additional cost to the University to ensure compliance with the terms of this Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
 - i. American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests Contractor's security policies, procedures and controls;
 - ii. vulnerability scan, performed by a scanner approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
 - iii. formal penetration test, performed by a process and qualified personnel approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement.

11. Compliance:

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA).

- 12. No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under this Agreement that conflict with the terms of this Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

To the extent allowed by Virginia law, the University of Mary Washington will keep any information provided in a security audit report confidential to protect the integrity of the Vendor.

This Addendum and any other related and attached documents constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This Agency does not discriminate against faith-based organizations.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

OFFEROR

AGENCY

University of Mary Washington

SIGNATURE: _____

M. Catherine Pierce

SIGNATURE: _____

PRINTED NAME: _____

M. Catherine Pierce

PRINTED NAME: _____

TITLE: _____

Sales Manager

TITLE: _____

DATE: _____

8/12/2020

DATE: _____



Statement Regarding USA Technologies Data Security

The USA Technologies ePort, Seed Cashless and ePort Connect Service are designed to facilitate cashless payments (i.e. credit or debit card) primarily for the unattended, small-ticket point of sale industries, such as vending operations. The ePort and Seed Cashless will communicate wirelessly through the cellular network. All data transmission into and out of the ePort and Seed Cashless is strongly encrypted. The encryption keys are periodically changed to ensure adherence to the highest industry standards for secure communication. The device only supports communication that it initiates. Hence, there is no possibility of logging into the device or otherwise establishing direct communication with it. Only responses from the USA Technologies network are accepted by the ePort and Seed Cashless after the device first establishes an initial communication session with the USA Technologies network.

The ePort and Seed Cashless only read the Track 2 card data and retain that data in volatile memory long enough to perform a card authorization. The track data is erased from memory once the authorization response is received and is NEVER stored in the device for any reason. The primary account number (PAN) and expiration date are the only two pieces of data stored by USA Technologies. No other data, such as the card holder's name, is captured. All data processing and storage occurs in the USA Technologies PCI compliant network. All ePort and Seed Cashless devices fall under our PCI-DSS Level 1 Service Provider PCI-DSS v3.2.1 certification as a secure network end-point.

USA Technologies also offers a software interface to our payment systems using the ePort Quick Connect API. The use of this product requires a compatible secure encrypted reader to ensure credit card data security is maintained end-to end. As the Third Party Payment Processor, USA Technologies assumes the risk for any credit card data breach from these systems. The USA Technologies business model was developed to ensure that our customers are effectively out in scope for PCI-DSS. If there were ever a data breach, USA Technologies would be responsible for managing all communication with our customers, card processors and the authorities.

In summary, no credit card data is ever stored in an ePort or Seed Cashless device and all communication is strongly encrypted. All communication is initiated by the device and only to the USA Technologies network. USA Technologies maintains compliance as a PCI-DSS v3.2.1 Level 1 Service Provider and is currently listed on the VISA website at: <http://www.visa.com/csp>. Annual PCI audits are performed to maintain this compliance level and to ensure our continued secure processing of credit card data.

USA Technologies, Inc. is responsible for the security of the card holder data. As such, we continually maintain all applicable PCI-DSS standards associated with our credit card processing environment.

USA Technologies provides customer accessible web sites, USA Live and Seed Cashless Plus, for managing payments. In addition, USA Technologies offers vending management solutions as part of the Seed Cloud family which includes Seed Pro and Seed Office. All USAT web platforms comply with industry standards for protecting customer data. USA Technologies maintains physical, electronic and procedural safeguards to secure information from unauthorized access and use, alteration and destruction. USA Technologies holds its employees accountable for complying with relevant policies and procedures to protect the privacy and confidentiality of all information.

Arthur M. Royce
Sr. Director of Security and Compliance

01/02/2020
Date





Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Service Providers

Version 3.2

April 2016

Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the service provider's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the requesting payment brand for reporting and submission procedures.

Part 1. Service Provider and Qualified Security Assessor Information

Part 1a. Service Provider Organization Information

Company Name:	USA Technologies	DBA (doing business as):	N/A	
Contact Name:	Art Royce	Title:	Compliance Director	
Telephone:	+1.484.359.2121	E-mail:	aroyce@usatech.com	
Business Address:	1 Deerfield Lane, Suite 300	City:	Malvern	
State/Province:	PA	Country:	USA	Zip: 19355
URL:	https://www.usatechnologies.com			

Part 1b. Qualified Security Assessor Company Information (If applicable)

Company Name:	Truvariant Inc.			
Lead QSA Contact Name:	Dick Hacking	Title:	Consultant	
Telephone:	+1 415.422.9826	E-mail:	Dick.hacking@truvariant.com	
Business Address:	548 Market Street	City:	San Francisco	
State/Province:	CA	Country:	USA	Zip: 94104
URL:	www.truvariant.com			

Part 2. Executive Summary

Part 2a. Scope Verification

Services that were INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) assessed: USALive, USAMore, ePort		
Type of service(s) assessed:		
Hosting Provider: <input type="checkbox"/> Applications / software <input type="checkbox"/> Hardware <input type="checkbox"/> Infrastructure / Network <input type="checkbox"/> Physical space (co-location) <input type="checkbox"/> Storage <input type="checkbox"/> Web <input type="checkbox"/> Security services <input type="checkbox"/> 3-D Secure Hosting Provider <input type="checkbox"/> Shared Hosting Provider <input type="checkbox"/> Other Hosting (specify):	Managed Services (specify): <input type="checkbox"/> Systems security services <input type="checkbox"/> IT support <input type="checkbox"/> Physical security <input type="checkbox"/> Terminal Management System <input type="checkbox"/> Other services (specify):	Payment Processing: <input checked="" type="checkbox"/> POS / card present <input checked="" type="checkbox"/> Internet / e-commerce <input type="checkbox"/> MOTO / Call Center <input type="checkbox"/> ATM <input type="checkbox"/> Other processing (specify):
<input type="checkbox"/> Account Management	<input type="checkbox"/> Fraud and Chargeback	<input type="checkbox"/> Payment Gateway/Switch
<input type="checkbox"/> Back-Office Services	<input type="checkbox"/> Issuer Processing	<input type="checkbox"/> Prepaid Services
<input type="checkbox"/> Billing Management	<input type="checkbox"/> Loyalty Programs	<input type="checkbox"/> Records Management
<input type="checkbox"/> Clearing and Settlement	<input type="checkbox"/> Merchant Services	<input type="checkbox"/> Tax/Government Payments
<input type="checkbox"/> Network Provider		
<input type="checkbox"/> Others (specify):		

Note: These categories are provided for assistance only, and are not intended to limit or predetermine an entity's service description. If you feel these categories don't apply to your service, complete "Others." If you're unsure whether a category could apply to your service, consult with the applicable payment brand.

Part 2a. Scope Verification (continued)

Services that are provided by the service provider but were NOT INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) not assessed: eSuds, Seed,

Type of service(s) not assessed:

Hosting Provider: <input type="checkbox"/> Applications / software <input type="checkbox"/> Hardware <input type="checkbox"/> Infrastructure / Network <input type="checkbox"/> Physical space (co-location) <input type="checkbox"/> Storage <input type="checkbox"/> Web <input type="checkbox"/> Security services <input type="checkbox"/> 3-D Secure Hosting Provider <input type="checkbox"/> Shared Hosting Provider <input type="checkbox"/> Other Hosting (specify):	Managed Services (specify): <input type="checkbox"/> Systems security services <input type="checkbox"/> IT support <input type="checkbox"/> Physical security <input type="checkbox"/> Terminal Management System <input type="checkbox"/> Other services (specify):	Payment Processing: <input checked="" type="checkbox"/> POS / card present <input type="checkbox"/> Internet / e-commerce <input type="checkbox"/> MOTO / Call Center <input type="checkbox"/> ATM <input checked="" type="checkbox"/> Other processing (specify): Laundry notification service
<input type="checkbox"/> Account Management	<input type="checkbox"/> Fraud and Chargeback	<input type="checkbox"/> Payment Gateway/Switch
<input type="checkbox"/> Back-Office Services	<input type="checkbox"/> Issuer Processing	<input type="checkbox"/> Prepaid Services
<input type="checkbox"/> Billing Management	<input type="checkbox"/> Loyalty Programs	<input type="checkbox"/> Records Management
<input type="checkbox"/> Clearing and Settlement	<input type="checkbox"/> Merchant Services	<input type="checkbox"/> Tax/Government Payments
<input type="checkbox"/> Network Provider		
<input type="checkbox"/> Others (specify):		

Provide a brief explanation why any checked services were not included in the assessment:

Seed is covered by a separate AOC. eSuds does not use CHD in any way to provide its service.

Part 2b. Description of Payment Card Business

Describe how and in what capacity your business stores, processes, and/or transmits cardholder data.	USA Technologies receives CHD from vending machines and an internally designed website to facilitate payment for goods from the vending machines. The website is also capable of refilling stored-value cards.
Describe how and in what capacity your business is otherwise involved in or has the ability to impact the security of cardholder data.	USA Technologies also designs and contracts out manufacture of an add-on device to control the vending machine functions after validation of the CHD read through the card bezel. The security of the bezel is the responsibility of the vending machine owner/operator.

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility:	Number of facilities of this type	Location(s) of facility (city, country):
<i>Example: Retail outlets</i>	3	Boston, MA, USA
Headquarters	1	Malvern, PA, USA
Data Center	1	Trooper, PA, USA

Part 2d. Payment Applications

Does the organization use one or more Payment Applications? Yes No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
None	N/A	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

Part 2e. Description of Environment

Provide a **high-level** description of the environment covered by this assessment.

For example:

- *Connections into and out of the cardholder data environment (CDE).*
- *Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.*

The headquarters and data center physical security. The processes used by system admins, and client service staff. The hardening procedures for system building and software development, deployment and change management procedures. Incident response, testing and monitoring procedures.

Does your business use network segmentation to affect the scope of your PCI DSS environment?

(Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)

Yes No

Part 2f. Third-Party Service Providers

<p>Does your company have a relationship with a Qualified Integrator & Reseller (QIR) for the purpose of the services being validated?</p> <p>If Yes:</p> <p style="margin-left: 20px;">Name of QIR Company:</p> <p style="margin-left: 20px;">QIR Individual Name:</p> <p style="margin-left: 20px;">Description of services provided by QIR:</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Does your company have a relationship with one or more third-party service providers (for example, Qualified Integrator Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.) for the purpose of the services being validated?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

If Yes:

Name of service provider:	Description of services provided:
Miles Technologies	Office IT and firewall setup.
Tier Point	Data Center provider.
Shred-It	Paper and disk shredding.
AlertLogic	Log monitoring and ASV scans.
Trustwave	ASV scans.
EZ PC Recycling	Secure destruction of hardware.
DocuSign	Transmission of some CHD with respect to contract initiation.
Veracode	Static and dynamic code scanning for security flaws.
Authorize.net	Payment gateway.

Note: Requirement 12.8 applies to all entities in this list.

Part 2g. Summary of Requirements Tested

For each PCI DSS Requirement, select one of the following:

- **Full** – The requirement and all sub-requirements of that requirement were assessed, and no sub-requirements were marked as "Not Tested" or "Not Applicable" in the ROC.
- **Partial** – One or more sub-requirements of that requirement were marked as "Not Tested" or "Not Applicable" in the ROC.
- **None** – All sub-requirements of that requirement were marked as "Not Tested" and/or "Not Applicable" in the ROC.

For all requirements identified as either "Partial" or "None," provide details in the "Justification for Approach" column, including:

- Details of specific sub-requirements that were marked as either "Not Tested" and/or "Not Applicable" in the ROC
- Reason why sub-requirement(s) were not tested or not applicable

Note: One table to be completed for each service covered by this AOC. Additional copies of this section are available on the PCI SSC website.

Name of Service Assessed:		USALive, USAMore, ePort		
PCI DSS Requirement	Details of Requirements Assessed			Justification for Approach (Required for all "Partial" and "None" responses. Identify which sub-requirements were not tested and the reason.)
	Full	Partial	None	
Requirement 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Requirement 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Requirement 3:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3.6 N/A – Key management is entirely automated. 3.6.6 N/A No clear-text cryptographic procedures exist.
Requirement 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Requirement 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Requirement 6:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.4.4 N/A – Systems are never moved from test to production. 6.4.6 N/A – There were no significant changes during the last year.
Requirement 7:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Requirement 8:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Requirement 9:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Requirement 10:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Requirement 11:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11.2.3 N/A – No rescans were needed.
Requirement 12:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Appendix A1:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A Entity is not a shared services provider.
Appendix A2:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A2.1, A2.2 N/A – All devices have been upgraded to TLS1.2

Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	<i>November 30, 2018</i>	
Have compensating controls been used to meet any requirement in the ROC?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were any requirements in the ROC identified as being not applicable (N/A)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Were any requirements not tested?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were any requirements in the ROC unable to be met due to a legal constraint?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated **November 30, 2018**.

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (**check one**):

<input checked="" type="checkbox"/>	<p>Compliant: All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall COMPLIANT rating; thereby <i>USA Technologies, Inc.</i> has demonstrated full compliance with the PCI DSS.</p>						
<input type="checkbox"/>	<p>Non-Compliant: Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall NON-COMPLIANT rating, thereby (<i>Service Provider Company Name</i>) has not demonstrated full compliance with the PCI DSS.</p> <p>Target Date for Compliance:</p> <p>An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. <i>Check with the payment brand(s) before completing Part 4.</i></p>						
<input type="checkbox"/>	<p>Compliant but with Legal exception: One or more requirements are marked "Not in Place" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand.</p> <p><i>If checked, complete the following:</i></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 40%;">Affected Requirement</th> <th>Details of how legal constraint prevents requirement being met</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Affected Requirement	Details of how legal constraint prevents requirement being met				
Affected Requirement	Details of how legal constraint prevents requirement being met						

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

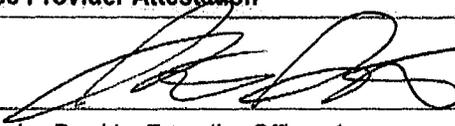
(Check all that apply)

<input checked="" type="checkbox"/>	The ROC was completed according to the <i>PCI DSS Requirements and Security Assessment Procedures, Version 3.2</i> , and was completed according to the instructions therein.
<input checked="" type="checkbox"/>	All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
<input type="checkbox"/>	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
<input checked="" type="checkbox"/>	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
<input checked="" type="checkbox"/>	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

Part 3a. Acknowledgement of Status (continued)

- No evidence of full track data¹, CAV2, CVC2, CID, or CVV2 data², or PIN data³ storage after transaction authorization was found on ANY system reviewed during this assessment.
- ASV scans are being completed by the PCI SSC Approved Scanning Vendor *Trustwave/AlertLogic*

Part 3b. Service Provider Attestation



Signature of Service Provider Executive Officer ↑	Date: <i>12/6/16</i>
Service Provider Executive Officer Name: Steve Herbert	Title: <i>Chairman / CEO</i>

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (If applicable)

<p>If a QSA was involved or assisted with this assessment, describe the role performed:</p>	<p>QSA assessed the headquarters and data center physical security, the processes used by system admins, and client service staff, the hardening procedures for system building and software development, and deployment and change management procedures. Incident response, testing and monitoring procedures, all documents and policies and procedures and the records associated with maintaining the procedures as an ongoing task were also evaluated.</p>
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Signature of Duly Authorized Officer of QSA Company ↑	Date: 12/7/2018
Duly Authorized Officer Name: Andy Cottrell	QSA Company: Truvariant Inc.

Part 3d. Internal Security Assessor (ISA) Involvement (If applicable)

<p>If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:</p>	<p>N/A</p>
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¹ Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

² The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

³ Personal Identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement. If you answer "No" to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with the applicable payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any Requirement)
		YES	NO	
1	Install and maintain a firewall configuration to protect cardholder data	<input type="checkbox"/>	<input type="checkbox"/>	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	<input type="checkbox"/>	<input type="checkbox"/>	
3	Protect stored cardholder data	<input type="checkbox"/>	<input type="checkbox"/>	
4	Encrypt transmission of cardholder data across open, public networks	<input type="checkbox"/>	<input type="checkbox"/>	
5	Protect all systems against malware and regularly update anti-virus software or programs	<input type="checkbox"/>	<input type="checkbox"/>	
6	Develop and maintain secure systems and applications	<input type="checkbox"/>	<input type="checkbox"/>	
7	Restrict access to cardholder data by business need to know	<input type="checkbox"/>	<input type="checkbox"/>	
8	Identify and authenticate access to system components	<input type="checkbox"/>	<input type="checkbox"/>	
9	Restrict physical access to cardholder data	<input type="checkbox"/>	<input type="checkbox"/>	
10	Track and monitor all access to network resources and cardholder data	<input type="checkbox"/>	<input type="checkbox"/>	
11	Regularly test security systems and processes	<input type="checkbox"/>	<input type="checkbox"/>	
12	Maintain a policy that addresses information security for all personnel	<input type="checkbox"/>	<input type="checkbox"/>	
Appendix A1	Additional PCI DSS Requirements for Shared Hosting Providers	<input type="checkbox"/>	<input type="checkbox"/>	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS	<input type="checkbox"/>	<input type="checkbox"/>	



ATTACHMENT C – SMALL BUSINESS SUBCONTRACTING PLAN

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at

DEFINITIONS:

"Micro Business" means a business that is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees and no more than \$3million in average annual revenue over the three-year period prior to their certification.

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

"Woman-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
(Code of Virginia, § 2.2-4310)

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.
(Code of Virginia, § 2.2-4310)

Offeror Name: CRH Catering Company, Inc.

Preparer Name: M. Catherine Pierce Date: 7/23/2020

INSTRUCTIONS:

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the proposal to be considered and the Offeror to be declared responsive, the Offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT C (CONT'D)

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

Check All That Apply: Micro Business Small Business Woman-Owned Business Minority-Owned Business

DSBSD Certification No.: _____ Expiration Date: _____

Section B

Populate the table below to show your plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses that have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Micro (O), Women (W) or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
70189 Vend Central	Small, W	Amy Bartholomew amy@vendcentral.net 410-536-9988	vending products	50%	13,875.00
702482 Small Fry Route 11 Chips	Small	Sarah Cohen sarah@rt11.com 540-477-9664	vending products Potatoe Chips	2%	555.00
#656732 Richmond Alarm Co.	Small	Wayne Boggs wboggs@richmond alarm.com 804-745-7240	Security	8%	10.00
#9297 Riverside Paper Company	Small	J. P. Hill jphill@riverside paper.com 800-464-7060	Paper goods	8%	1040.00
Total Planned Subcontracting Spend (\$)					15792.00

#653494
Dutton Equipment
Repair

Small

Edward Dutton
service@dutton
equipment.com
804-230-1612

equipment
repair

8%

312.00

VENDING PRODUCT GUIDE

BRAND	DESCRIPTION	PACK/SIZE	PRICE 1ST 2 YEARS
CONAGRA	Andy Capps Hot fries	1.5 oz	\$1.35
CONAGRA	Andy Capps cheddar fries	1.5 oz	\$1.35
Frito Lay	Chetos	1.5 oz	\$1.35
Frito Lay	Doritos	1.5 oz	\$1.35
Frito Lay	Dorito Cool Ranch	1.5 oz	\$1.35
Frito Lay	Sunchips Garden Salsa	1.5 oz	\$1.35
Frito Lay	Sunchips Harvest Cheddar	1.5 oz	\$1.35
Frito Lay	Munchos	1.5 oz	\$1.35
Frito Lay	Fritos corn chips	1.5 oz	\$1.35
Frito Lay	Fritos BBQ corn chips	1.5 oz	\$1.35
Frito Lay	Lays Regular potato	1.5 oz	\$1.35
General Mills	Bugles original	1.5 oz	\$1.35
General Mills	Bugles nacho	1.5 oz	\$1.35
Frito Lay	Baked Original	1.5 oz	\$1.35
Frito Lay	Baked BBQ	1.5 oz	\$1.35
Frito Lay	Baked Ched & Sour cream	1.5 oz	\$1.35
Frito Lay	Sour Cream & Onion	1.5 oz	\$1.35
Frito Lay	Curls Buffalo	1.5 oz	\$1.35
Frito Lay	Cheese Curls	1.5 oz	\$1.35
Frito Lay	Salt & Pepper chips	1.5 oz	\$1.35
Frito Lay	Salt & Vinegar chips	1.5 oz	\$1.35
Frito Lay	Cheddar & Sour cream	1.5 oz	\$1.35
Frito Lay	BBQ Potato chips	1.5 oz	\$1.35
Frito Lay	Regular potato chips	1.5 oz	\$1.35
Frito Lay	Honey BBQ	1.5 oz	\$1.35
Frito Lay	Texas Pete hot sauce chip	1.5 oz	\$1.35
KAR Nut Co.	Salted peanuts	1.50 oz	\$1.35
Lance Inc.	Toasty crackers	1.25 oz	\$0.75
Lance Inc.	Malt crackers	1.25 oz	\$0.75
Lance Inc.	Nekot crackers	1.30 oz	\$0.75
Lance Inc.	Nip Chee crackers	1.30 oz	\$0.75
Lance Inc.	Cream Cheese/ Chives	1.30 oz	\$0.75
Lance Inc.	Four cheese on captains	1.375 oz	\$0.75
Lance Inc.	Cheese on whole grain	1.375 oz	\$0.75
Lance Inc.	Toastchee crackers	1.5 oz	\$0.75
Lance Inc.	Choc o lunch cookies	1.65 oz	\$0.75
Lance Inc.	Van o lunch cookies	1.65 oz	\$0.75
Lance Inc.	Peanut butter and honey	1.30 oz	\$0.75
Lance Inc.	White cheddar popcorn	.75 oz	\$1.35
MACS Snacks	Macs pork skins	1 oz	\$1.35
MACS Snacks	Macs BBQ pork skins	1 oz	\$1.35
Snyders	Prtezel mini fat free	1.50 oz	\$1.35
TGIFridays	TGIF Potato skin Ched&bac	1 oz	\$1.35
TGIFridays	TGIF Potato skin Ched&sou	1 oz	\$1.35
WM. Wrigley Co.	Wrigley Gum 6 stick - all	.90 oz	\$1.00
WM. Wrigley Co.	Lifesaver vend - all	.84 oz	\$1.00

VENDING PRODUCT GUIDE

Starbucks	Vend Coffee	12.0 oz	\$1.75
Starbucks	Vend cappuccinos	12.0 oz	\$1.75
Swiss Miss	Vend hot chocolate	12.0 oz	\$1.75
Biscomerica Corp.	Knotts shortbread cookies	2.0 oz	\$1.50
Biscomerica Corp.	Sunmail trail mix cookie	3.0 oz	\$1.75
Biscomerica Corp.	Sunmail oatmeal raisin	3.0 oz	\$1.75
Chatanooga	Moon Pie	2.75 oz	\$1.50
Chatanooga	Banana Moon Pie	2.75 oz	\$1.50
CONAGRA	Crunch and Munch	1 oz	\$1.50
Frito Lay	Grandmas mini vanilla	2.12 oz	\$1.50
Frito Lay	Grandmas Chocolate chip	2.50 oz	\$1.50
Frito Lay	Grandmas peanut butter	2.50 oz	\$1.50
Frito Lay	Grandmas oameal raisin	2.50 oz	\$1.50
Frito Lay	Grandmas chocolate brnie	2.50 oz	\$1.50
General Mills	Chex Mix Traditional	1.75 oz	\$1.35
General Mills	Chex Mix spicy	1.75 oz	\$1.35
General Mills	Chex Mix cheddar	1.75 oz	\$1.35
General Mills	Chex Mix bold	1.75 oz	\$1.35
General Mills	Chex Mix simply Chex	1.20 oz	\$1.35
General Mills	Chex Mix Strawberry yogt	1.20 oz	\$1.35
KAR Nut Co.	Sweet & salty mix	2.0 oz	\$1.35
KAR Nut Co.	Sunflower kernels	2.0 oz	\$1.35
KAR Nut Co.	trail mix	2.0 oz	\$1.35
KAR Nut Co.	trail mix nut & yogurt	2.0 oz	\$1.35
Kellogs/Keebler	Rice krispy treats	1.30 oz	\$1.50
Kellogs/Keebler	fruit snacks all flavors	2.50 oz	\$1.50
Kellogs/Keebler	Famous Amos choc. Chip	2.0 oz	\$1.50
Kellogs/Keebler	Fudge stripe mini bites	2.0 oz	\$1.50
Kellogs/Keebler	Pecan Sandies	2.0 oz	\$1.50
Kellogs/Keebler	Cheese It	1.50 oz	\$1.35
Kellogs/Keebler	Cheese It reduced fat	1.50 oz	\$1.35
Kellogs/Keebler	Special K bar blueberry	.80 oz	\$1.35
Kellogs/Keebler	Special K bar Strawberry	.80 oz	\$1.35
Kellogs/Keebler	Special K fruit crisp	.88 oz	\$1.35
Kellogs/Keebler	Nutrigrain all flavors	1.30 oz	\$1.35
Kraft Foods	Barnums animal crackers	2.0 oz	\$1.35
Kraft Foods	Wheat thins	1.75 oz	\$1.50
Kraft Foods	Chips Ahoy choc. Chip	2.0 oz	\$1.50
Kraft Foods	Nutter Butter	2.0 oz	\$1.50
Kraft Foods	Mini Oreo	2.0 oz	\$1.50
Kraft Foods	Ritz Bitz	1.50 oz	\$1.50
Kraft Foods	Ritz Bitz cheese	1.50 oz	\$1.50
Nissin Foods	Noodles Cup O Soup - all	2.25 oz	\$1.50
Old Colony	fudge brownie	2.75 oz	\$1.50
Pepperidge Farm	Goldfish	1.50 oz	\$1.35
Pepperidge Farm	Goldfish mix ups	1.50 oz	\$1.35
Cliff Bar/Organic	Lemon zest	1.69 oz	\$2.50

VENDING PRODUCT GUIDE

Cloverhill Bakery	danish apple round	4.0 oz	\$1.75
Cloverhill Bakery	danish cheese round	4.0 oz	\$1.75
Cloverhill Bakery	Big Texas rolls	4.0 oz	\$1.75
Cloverhill Bakery	cinnamon bun	4.0 oz	\$1.75
Cloverhill Bakery	cinnamon coffe cakes	4.0 oz	\$1.75
Cloverhill Bakery	glazed honey buns	4.0 oz	\$1.75
Cloverhill Bakery	iced honey bun	4.0 oz	\$1.75
Cloverhill Bakery	danish bear claw	4.25 oz	\$1.75
Cloverhill Bakery	danish strawberry claw	4.25 oz	\$1.75
Cloverhill Bakery	danish apple claw	4.25 oz	\$1.75
Cloverhill Bakery	danish cherry claw	4.25 oz	\$1.75
Cloverhill Bakery	danish cream cheese	4.25 oz	\$1.75
CONAGRA	ACT II Popcorn micro	2.75 oz	\$1.50
CONAGRA	ACT II Butter lovers micro	2.75 oz	\$1.50
CONAGRA	Slim Jim twin pack	1.75 oz	\$1.50
Dolly Madison	Zingers 4pk	3.75 oz	\$1.75
Dolly Madison	Zingers raspberry	4.25 oz	\$1.75
Dolly Madison	Zingers devils food	4.25 oz	\$1.75
Dolly Madison	Zingers Vanilla	4.25 oz	\$1.75
Freshleys	Cupcake chocolate	4.0 oz	\$1.75
Freshleys	Cupcake banana	4.0 oz	\$1.75
Freshleys	Cupcake strawberry	4.0 oz	\$1.75
Freshleys	Cupcake orange	4.0 oz	\$1.75
Freshleys	cake gold crème 2 pk	2.8 oz	\$1.75
Freshleys	Donut sticks 3pk	3.0 oz	\$1.75
Freshleys	variety mini donuts	3.0 oz	\$1.75
Freshleys	apple fruit pie	4.50 oz	\$1.75
Freshleys	cherry fruit pie	4.50 oz	\$1.75
Freshleys	Hershey chocolate pie	4.50 oz	\$1.75
Freshleys	carrot cake	3.50 oz	\$1.75
General Mills	chewy granola trail mix	1.20 oz	\$1.50
General Mills	granola sweet & salty pnt	1.20 oz	\$1.50
General Mills	chewy oats & chocolate	1.40 oz	\$1.50
General Mills	Cheerios cerial bar	1.40 oz	\$1.50
General Mills	Trix cerial bar	1.40 oz	\$1.50
Hershey	Reese pieces	1.50 oz	\$1.50
Hershey	Reese Cups	1.50 oz	\$1.50
Hershey	Reese sticks	1.50 oz	\$1.50
Hershey	York	1.50 oz	\$1.50
Hershey	Rolo	1.50 oz	\$1.50
Hershey	M. Goodbar	1.50 oz	\$1.50
Hershey	Caramello	1.50 oz	\$1.50
Hershey	Almond Joy	1.50 oz	\$1.50
Hershey	Mounds	1.50 oz	\$1.50
Hershey	Twizzler	1.50 oz	\$1.50
Hershey	Kit Kat big kat	1.50 oz	\$1.50
Hershey	Hershey Almond	1.50 oz	\$1.50

VENDING PRODUCT GUIDE

Hershey	Heath bar	1.50 oz	\$1.50
Hershey	Jolly Rancher	1.80 oz	\$1.50
Hershey	Zero Bar	1.85 oz	\$1.50
Just Born	Mike & Ike	2.12 oz	\$1.50
Just Born	Mike & Ike red rageous	2.12 oz	\$1.50
Kellogs/Keebler	Poptarts all flavors	3.60 oz	\$1.50
Lance Inc.	Peanut Bar	1.75 oz	\$1.50
Mars	Combos all varieties	1.70 oz	\$1.50
Mars	Twix	1.79 oz	\$1.50
Mars	Milky Way	2.05 oz	\$1.50
Mars	Milky Way simply carmel	1.91 oz	\$1.50
Mars	3 Musketeers	2.13 oz	\$1.50
Mars	Snickers	2.07 oz	\$1.50
Mars	Snickers PB squared	1.78 oz	\$1.50
Mars	Snaickers almond	1.76 oz	\$1.50
Mars	Twix carmel	1.79 oz	\$1.50
Mars	M & M peant	1.74 oz	\$1.50
Mars	M & M plain	1.69 oz	\$1.50
Mars	M & M dark	1.49 oz	\$1.50
Monogram	Trail best beef & cheese	1.0 oz	\$1.50
Monogram	Trail best double salami	1.0 oz	\$1.50
Nestle USA Inc.	Crunch bar	1.55 oz	\$1.50
Nestle USA Inc.	100 Grand bar	1.50 oz	\$1.50
Nestle USA Inc.	Spree	1.70 oz	\$1.50
Nestle USA Inc.	Gobstopper	1.77 oz	\$1.50
Nestle USA Inc.	Shockers	1.65 oz	\$1.50
Nestle USA Inc.	Spree mixed berry	1.70 oz	\$1.50
Nestle USA Inc.	Baby Ruth	2.10 oz	\$1.50
Nestle USA Inc.	Butterfinger	2.10 oz	\$1.50
Proctor & Gamble	Pringles all varieties	2.61 oz	\$2.50
Ruger LLC	Ruger vanilla wafer pastry	2.125 oz	\$1.50
WM. Wrigley Co.	Skittles Origional	2.07 oz	\$1.50
WM. Wrigley Co.	Skittles crazy cores	2.07 oz	\$1.50
WM. Wrigley Co.	Skittles tropical	2.07 oz	\$1.50
WM. Wrigley Co.	Skittles Wild berry	2.07 oz	\$1.50
WM. Wrigley Co.	Starburst	2.07 oz	\$1.50
WM. Wrigley Co.	Starburst Tropical	2.07 oz	\$1.50
Cliff Bar/Organic	Carmel nut brownie	1.69 oz	\$2.50
Cliff Bar/Organic	Nuts over chocolate	1.69 oz	\$2.50
Jack Links	Beef Jerkey	1.0 oz	\$3.00
Bag Candy	all varieities	3.75 oz -5.0 oz	\$2.00-2.50
Large Premium Items	varies	3 oz - 5.0 oz	\$1.75-3.25



CHRISTOPHER NEWPORT
UNIVERSITY

August 3, 2020

To Whom It May Concern:

As the result of the evaluation of responses to a Request for Proposals (RFP Number 242-18-00002) issued in June of 2017, and the associated successful negotiations, CRH Catering Company, Inc. was awarded an agreement to provide Snack Vending Services for Christopher Newport University (CNU), with the initial term of the agreement commencing in December 2017.

During the time that CRH Catering Company, Inc. has been providing snack vending services, at CNU, the overall level of their services has been excellent. Ms. Robin Brooks, Account Executive, with CRH, assigned to CNU is very cooperative and professional in her working relationships within the University. As an example, in collaboration with Craig Pierce, head of CRH Peninsula Vending Division, Robin and Craig agreed to accelerate the installation of a number of multifunction readers on the remaining snack vending machines at CNU that did not have them at the time our agreement with CRH began, at an earlier time period than would have otherwise been required in accordance with schedule within the initial contract.

In their most recently completed Contract Performance Report by the contract administrator for the University's snack vending agreement, CRH Catering Company, Inc. was rated "Excellent" on general quality of goods and/or services, "Excellent" on compliance with term contract specifications, "Excellent" on delivery or completion within contract requirements, as well as "Excellent" on overall evaluation.

On the basis of our experience to date at Christopher Newport University, with the services provided by CRH Catering Company, Inc., without reservation, I offer my very positive reference for them as you consider selecting them as the snack vending services provider for your institution.

Best wishes as you continue your evaluation process and determine the ultimate recipient of the contract award for snack vending services at your location.

With kind regards,



Wayne E. Reed

Associate Vice President for Auxiliary Services
Christopher Newport University

c: Tracy Leota, Senior Manager, Captains Card Program and Campus Vending Services, CNU
Catherine, Pierce, CRH Catering Company, Inc.



WILLIAM & MARY

CHARTERED 1693

Auxiliary Services
PO Box 8795
Williamsburg, VA 23187

757-221-4821
erharris@wm.edu

August 3, 2020

University of Mary Washington
Procurement Services
Eagle Village Executive Offices, Ste 480
1125 Jefferson Davis Hwy
Fredericksburg, VA 22401

To Whom It May Concern:

This letter of reference is provided for CRH Catering Company to include in their RFP response to the University of Mary Washington.

CRH has provided snack vending services to William & Mary through contract number C0935 since 2011 and is currently in good standing with the university.

For additional information please contact Eden Harris at erharris@wm.edu or 757-221-4821.

Best,

Eden R. Harris
Associate Director of Administration
William & Mary Auxiliary Services



Ken Manahan, CPCM
Contract Officer
University of Mary Washington

July 28, 2020

RE: Reference Request CRH Catering Company, Inc.

- 1) Type of services provided: Snack vending, including cold food and coffee; coffee service for breakrooms.
- 2) Length of time under contract: 11 years
- 3) Is the vendor currently under contract? Yes,
 - a. If not, why was the contract terminated? N/A
- 4) How would you rate the vendor's willingness/ability to work with your company? CRH has been very cooperative with Tidewater Community College (TCC). They have placed card readers on their machines that also take the college's decline balance card. They are now transition to all-in-one credit card readers. When able, they will stock specific products in certain machines based on a request from students, faculty, and/or staff.
- 5) Do you recommend the vendor to other customers? Yes
- 6) Describe any issues you may have add with the vendor and how were they resolved? We ask CRH to provide refund banks at our Business Offices (4 total). There have been times when those have not been replenished as quickly as needed. This issue was resolved by instance. Removal of expired product has been an issue in the past; but, current machine technology has made that less of an issue.

- 7) Overall, have you been satisfied with the service provided by the vendor?
Yes.
- 8) Any additional comments you may want to add. CRH's customer service has been very good. There is a response to an issue with a machine or coffee brewer normally the same day or within 24 hours (business days). They were extremely responsive with COVID-19 concerns. Management is very accessible via email and phone, with good response time as well.

If you need any additional information, please contact me.

Bridgett Passauer, EdD

Director of Auxiliary Services

bpassauer@tcc.edu

757-822-1536



Commonwealth of Virginia
Department of Behavioral Health and Developmental Services

Central State Hospital

Rebecca A. Vauter, Psy.D., ABPP
Director/CEO

July 28, 2020

Dear Sir/Madam,

I am writing this letter to recommend the services of CRH Catering Company, Inc. to you. During the past 20 years Central State Hospital and Hiram W. Davis Medical Center has been working with CRH Catering for all of our vending needs. I can say that we have always been very satisfied by their service and professionalism. If there were ever any problems, they acted on them immediately. We have 34 machines located in various buildings throughout the campus. The quality of their products and selection is excellent.

Very truly yours,

A handwritten signature in cursive script that reads "Becky Morris".

Becky Morris, CPPB, VCO
Procurement Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
Any person or organization for whom you are required in a written contract or agreement to name as Additional insured	All
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization for whom you are required in a written contract or agreement to include a waiver of transfer of rights of recovery against others to us, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXPANDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
 - Reasonable force
- B. Non-owned Watercraft**
 - Increased to 60 feet
- C. Non-owned Aircraft**
- D. Property Damage - Elevators**
- E. Damage To Premises Rented To You**
 - Limit increased to \$500,000
- F. Personal and Advertising Injury**
 - Exclusions
- G. Medical Payments - Volunteer Workers**
- H. Voluntary Property Damage**
- I. Care, Custody and Control**
- J. Supplementary Payments**
 - Bail Bonds - \$2500
 - Loss of Earnings - \$1000
- K. Who Is An Insured broadened:**
 - Limited Liability Partnership
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Newly Formed or Acquired Entities (up to 365 days)
 - Individual Owners of Buildings
- L. Knowledge and Notice Of Occurrence**
- M. Unintentional Failure To Disclose Hazards**
- N. Liberalization**
- O. Definitions**
 - Bodily Injury redefined
 - Expanded Personal and Advertising Injury definition
 - Unintentional Damage or Destruction added

In addition to the policy amendments contained in A through O listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Commercial General Liability Endorsement:

- Additional Insured - Co-Owners of Insured Premises - CG 20 27
- Additional Insured - Concessionaire - CG 20 03
- Additional Insured - Controlling Interest - CG 20 05
- Additional Insured - Grantor of Franchise - CG 20 29
- Additional Insured - Lessor of Leased Equipment - CG 20 34
- Additional Insured - Managers or Lessors of Premises - CG 20 11
- Additional Insured - Mortgagee, Assignee or Receiver - CG 20 18
- Additional Insured - Owners or Other Interests From Whom Land Has Been Leased - CG 20 24
- Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations - CG 20 12
- Additional Insured - Vendors - CG 20 15
- Waiver of Transfer of Rights of Recovery - CG 24 04

A. EXPECTED OR INTENDED INJURY

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. Exclusions a. is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. NON-OWNED WATERCRAFT

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. Exclusions g. (2) (a) is replaced with the following:

- (a) Less than 60 feet long; and

C. NON-OWNED AIRCRAFT

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. Exclusions, g. Aircraft, Auto or Watercraft, the following is added:

- (6) An aircraft you do not own, provided that:
 - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) It is rented with a trained, paid crew; and
 - (c) It does not transport persons or cargo for a charge.

D. PROPERTY DAMAGE - ELEVATORS

With respect to Exclusions of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, item 2. Exclusions, paragraphs (3), (4) and (6) of Exclusion j. **Damage to Property** and Exclusion k. **Damage To Your Product** do not apply to the use of elevators. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

E. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. Exclusions, the last paragraph of item 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE**.

F. PERSONAL AND ADVERTISING INJURY

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, the following are added to Item 2. Exclusions:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

G. MEDICAL PAYMENTS - VOLUNTEER WORKERS

Under **SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS**, item 2. Exclusions b. **Hired Person** is replaced with the following:

b. Hired Person

To a person hired to do work for or on behalf of any insured or tenant of any insured; however this exclusion does not apply to "volunteer workers" while engaged in maintenance or repair of your premises.

Under **SECTION I - COVERAGES**, the following are added:

H. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession arising out of your business operations.

2. Exclusions

Coverage for Voluntary Property Damage does not apply to:

- a. "Loss" of property at premises owned, rented, leased, operated or used by you.
- b. "Loss" of property while in transit;
- c. "Loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. The cost of repairing or replacing:

(1) "Your work" defectively or incorrectly done by you;

(2) "Your product" manufactured, sold or supplied by you; or

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

e. "Loss" of property caused by or arising out of the "products-completed operations hazard."

3. Deductible

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable limit of insurance.

4. Actual Cost

In the event of covered "loss", you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The most we will pay under Voluntary Property Damage for "loss" arising out of any one "occurrence" is \$250. The most we will pay for the sum of all "losses" under this coverage is \$1,000.

I. CARE, CUSTODY OR CONTROL

1. Insuring Agreement

We will pay those sums the insured becomes legally obligated to pay as damages because of "property damage" to property of others while in your care, custody or control or property as to which you are exercising physical control if the "property damage" arises out of your business operations.

2. Exclusions

Coverage for Care, Custody or Control does not apply to:

a. "Property damage" to property at any premises owned, rented, leased, operated or used by you;

b. "Property damage" to property while in transit;

c. The cost of repairing or replacing;

(1) "Your work" defectively or incorrectly done by you; or

(2) "Your product" manufactured, sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

d. "Property damage" to property caused by or arising out of the "products-completed operations hazard".

3. Deductible

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. We will then pay the amount of "property damage" in excess of \$250, up to the applicable limit of insurance.

4. Actual Cost

In the event of covered "property damage", you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The most we will pay under Care, Custody or Control for "property damage" is \$1,000 for each "occurrence". The most we will pay for the sum of all damages because of "property damage" under this coverage is \$5,000.

J. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.b. is replaced with the following:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.d. is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

K. WHO IS AN INSURED BROADENED

Under SECTION II - WHO IS AN INSURED item 1.b. is replaced with the following:

b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

Under **SECTION II - WHO IS AN INSURED** the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, partnership or limited liability company; or
- (2) If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or legal liability company.

Under **SECTION II - WHO IS AN INSURED**, item 2.a. is replaced with the following:

- a. Your "employees" or volunteer workers, other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or volunteer workers are an insured for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are limited liability company), or to a co-"employee" or co-volunteer worker while that is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or co-volunteer worker as a consequence of paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees" or volunteer workers, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

Under **SECTION II - WHO IS AN INSURED**, item 3.a. is replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

Under **SECTION II - WHO IS AN INSURED**, the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured in this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
 - a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
 - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED** the last paragraph of this section is replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations.

L. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2. b. will not be breached unless the breach occurs after such claim or "suit" is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence", offense, claim, or "suit".

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations**, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose

all hazards or prior "occurrences" is not intentional.

N. LIBERALIZATION

Under **SECTION I - COVERAGES, SECTION II - WHO IS AN INSURED, SECTION III - LIMITS OF INSURANCE, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS AND SECTION V - DEFINITIONS**, the following is added:

Liberalization

If we adopt any revision that would broaden the coverage under this endorsement without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this endorsement.

O. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item 3. is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item 14. the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person but only if such discrimination or humiliation is:
- (1) not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

Under **SECTION V - DEFINITIONS**, the following definition is added:

23. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.