

Standard Contract

Contract #UMW 20-1124 Vending Services

This contract, effective December 16, 2020 by CRH Catering Co., Inc. hereinafter called the “Contractor” and the Commonwealth of Virginia, University of Mary Washington called the, “University” or “UMW”.

WITNESSETH that the Contractor and the University, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF CONTRACT: December 16, 2020 through December 15, 2022, with eight (8) one year renewal options.

CONTRACT DOCUMENTS: The contract documents shall consist of in order of precedence:

1. This signed Contract;
2. The Contractor’s revised proposal dated November 19, 2020 including all attachments;
3. Any addenda and the original solicitation, RFP # 20-1124, dated March 3, 2020 to include:
 - a. The Statement of Needs
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions;

All of which are incorporated herein by reference and constitute the “contract documents.” Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

SCOPE OF SERVICES: The Contractor agrees to provide the following services:

A. Equipment:

1. The Contractor shall provide vending machines at the three campus locations that have the ability to accept credit/debit cards, mobile charges via cellular connection, and the EagleOne ID card, which on the front of the card is the cardholder’s name and student/employee ID number, photo, date the picture was taken, and the EagleOne card number. The back of the card has a ½ inch thick 3 track magnetic strip, and a proximity number for residence hall access.
2. At the time of installation, the Contractor shall ensure all vending machines are in proper working order. Contractor shall install machines in an orderly fashion to prevent disruption of services. The process shall be coordinated between the Contractor and UMW Contract Administrator.
3. The Contractor shall retain title to all machines, and the continued operation of the machines shall be the responsibility of the Contractor.
4. The Contractor shall assign a number to each machine.
5. The Contractor shall supply a minimum of 34 machines. The final number of machines installed may be increased or decreased if both the Contractor and University agree on the number and location. “Energy Star” rated machines are preferred.
6. In locations as deemed necessary by the University, the Contractor shall provide machines that can tolerate extreme heat.
7. Contractor shall have reasonable access to its equipment at all campus locations for use by the Contractor when the buildings are closed for a period of time (i.e., semester break, fall, winter and spring breaks, etc.).
8. All equipment is to be attractive, uniform in appearance and maintained in excellent working condition. In addition to Contractor’s routine and independent inspections, the University Contract Administration will

inspect machines, and Contractor shall remove and replace, within 48 hours, any machine that is not acceptable to the University.

9. Contractor shall be responsible for the removal of all Contractor's property from the University upon termination of the contract. If said machines/equipment are not removed within ten (10) business days of the date of written notice of termination, the University may remove and store the property. All costs for the removal and storage of the equipment, and lost revenue shall be the responsibility of the Contractor.
10. The Contractor is responsible for the installation and maintenance of card reading equipment on the machines.
11. All machines shall be compliant with the Americans with Disabilities Act ("ADA").
12. Payment Card Industry (PCI) Data Security: The Contractor shall employ commercially reasonable security measures that comply in all material respects with all Privacy and Information Security Requirements to protect UMW's data. The Contractor shall agree to comply with the terms and conditions of the Hosted Technology Services Addendum (HTSA), included as Attachment C.

Contractor shall provide the following to UMW:

- Annual letter of attestation from QSA confirming compliance with PCI-DSS. The current attestation on file with the University is June 2018, signed December 17, 2019. The annual letter shall be submitted to the UMW Contract Officer within 15 days of the signature date.
 - Annual SOC 1 or SOC 2 Report (Type II) issued in accordance with the statement on standards for attestation engagements.
13. UMW's Hosted Technology Services Addendum (Attachment A) The Contractor shall provide a plan for minimizing machine downtime and for documenting the cause.
 14. At the University's Stafford and Dahlgren campus locations, the Contractor shall provide a coffee maker for pods, directly connected to the water supply, supplemented with sugar, creamer, and stirrers. It is the University's preference is that the pods are biodegradable, and not plastic.
 15. All upgrades to the nine (9) academic halls will be delivered thirty (30) days after authorization is provided by the University with an additional two days for installation of the new machines and removal of old machines.
- B. Product Information:** UMW currently offers major brands of snacks at all locations in several designated areas. Offerors shall:
1. Keep machines stocked at all times with only the products, brands, and sizes pre-approved by UMW, and will not deviate from approved list without UMW's permission. Contractor will have liberty to vary the location of products on list to maximize revenue potential.
 2. The Contractor agrees not to increase the vending product prices for 24 months from the effective date of the awarded contract. The itemized product and price list, made a part of this agreement, contains the initial prices for the products. Thereafter, if the Contractor realizes an increase in the price paid for a specific product, UMW may agree to an increase in the product vend price. To obtain approval for a product price increase, the Contractor shall submit, to UMW, a written request with documentation that supports the price change. Contractor shall not change any product price until written approval is provided by UMW.
 3. The Contractor shall propose alternative offerings to UMW for stocking vegan, gluten-free, sustainable, and other healthy foods.
 4. Upon request of the University's Contract Administrator ("CA") or CA designee, the Contractor shall provide promotional products, valued at \$4,000, at no cost to the University, for various campus events each year.
 5. Contractor shall provide updated marketing plans as appropriate throughout the duration of the Contract.
 6. Contractor shall 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.
- C. Service:** UMW is committed to exemplary service. Respondent should describe the service and quality control procedures proposed for this vending program. At a minimum:

1. The Contractor shall pay for all machines freight, repair parts and cost of servicing associated with execution of this agreement.
2. The Contractor shall keep the machines and adjacent areas neat and sanitary. The Contractor shall clean spills that occur while filling or cleaning its machines, clean the exterior (to include front, tops, and sides) of the machines each time Contractor supplies them, and remove packaging and waste from UMW's campus. Contractor shall cooperate with UMW to move machines as needed to allow custodial staff to clean the space.
3. The Contractor shall supply the machines, Monday through Friday, between 7:30 a.m. and 4:30 p.m. unless UMW directs otherwise. The Parties may agree that that reduced service and selections are appropriate during summer school, holidays, or building shutdowns. The Contractor shall rotate product inventory to ensure that none of the machines will include a product beyond the specified expiration date.
4. The Contractor shall post, in a visible location, instructions on each machine regarding: 1) reporting malfunctions, 2) requesting refunds, and 3) card reader instructions.
5. The Contractor shall provide cash funds at UMW designated sites on each campus of \$20.00 for refund purposes. The Contractor may supply a form, to be approved by UMW that can be used as a voucher system for making refund claims.
6. Contractor shall complete, accurately maintain and annually update a UMW Contractor ID Badge & Key Authorization form (Attachment E), listing name, phone number, and access required for any service personnel who will be working on campus. Service personnel must report to the campus Police department, located on the Fredericksburg campus at Brent House, upon arrival to campus to obtain the necessary keys or access card badge.

D. Payment:

1. Each month the Contractor shall pay UMW a commission based upon the mutually agreed percentage of its monthly gross sales.
2. The Contractor shall record all cash collections from the prior month and calculate the University revenue share, and shall pay UMW the commission due on or before the 15th of the month following the last day of the month in which the commission was earned.
3. The Contractor guarantees that it shall pay UMW the total commission payments within thirty (30) days after the end of the final month of the contract.
4. The Contractor shall make all commission payments payable to "The University of Mary Washington" in the form of a check. The check shall be mailed to:
 The University of Mary Washington
 Attention: EagleOne ID Center, Lee Hall
 1301 College Avenue, Fredericksburg, VA 22401.
5. The Contractor shall collect and count all money on a weekly basis at a minimum.
6. UMW reserves the right to accompany the Contractor's employees during collection and counting and may inspect Contractor's counters. UMW may make spot checks and randomly examine the machine receipts.
7. The Contractor shall make proper sales tax returns and payments to the State Comptroller. Contractor's payment of sales taxes will not reduce UMW's commission on gross sales.
8. The Contractor shall obtain and maintain all licenses and permits required by law for its operations under this Agreement.
9. The Contractor shall maintain records of sales and commissions for each individual machine and submit a monthly report to the designated University Contract Administrator. The monthly report shall have the following information, at a minimum:

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| <ul style="list-style-type: none"> • All information shall be listed by vending period • Campus location • Building/room location & machine number • Type of machine • Taxes by campus | <ul style="list-style-type: none"> • Amount of money collected during the month reported • Total gross collections by campus location • Refunds by campus location • Net collection |
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E. Machine Maintenance:

1. The Contractor's phone number for service requests shall be affixed to each machine, clearly identifiable. The Contractor shall display on all machines and provide UMW a toll-free telephone number for service calls 24 hours per day, 7 days a week. The Contractor shall respond to on-site calls within 4 hours for calls between 7:30 a.m. and 5:30 p.m., Monday through Friday, and respond within 24 hours on other calls. The Contractor's representatives may enter UMW's property at reasonable times to install, repair, supply, and remove the machines in accordance with Contractor security procedures. Machines determined unrepairable will be replaced within three business days. All standard servicing shall be performed during normal hours of operation at the University. Upon responding to the problem, the service representative shall inform the EagleOne Card Center of the status of the repair/replacement. Quarterly meetings may be held to review repair issues.
2. The Contractor shall maintain a program of regular preventative maintenance and replacement of worn, damaged, or malfunctioning machines. UMW may require that Contractor replace machines that cannot be returned to service within four working days of the service call. The replacement machines shall be at least the same or improved quality as the machines replaced.
3. The Contractor shall maintain all machines in proper working condition, including necessary replacement of any parts that become worn, damaged, or broken.
4. The Contractor shall establish a routine of cleaning procedures with the University Contract Administration. The snack machines shall be cleaned internally prior to the beginning of each semester and routinely throughout the year, in accordance with schedule agreed upon with the University's Contract Administrator. The machines must be kept clean, attractive and sanitary at all times.

F. Records:

1. The Contractor agrees to keep accurate records of financial or working processes and any records relative to the performance of this contract.
2. The Contractor shall retain all books, records and other documents concerning performance in support of the awarded contract for minimum of five (5) years after termination or final payment, whichever the latter. Contractor shall upon request allow the University to have full access to, and the right to examine, such documents at any time prior to contract termination.

G. University Responsibilities:

1. The University will provide all utilities for the operation of the vending machines.
2. The University assumes no responsibility for the vending machines other than to return them "as is" to the Contractor or Owner in the event of termination or expiration of the awarded contract.
3. The University will report all equipment malfunctions in a timely manner.
4. The Contractor shall have no access to the University's network.

H. Joint responsibility of the Parties:

1. The University's Contract Administrator and the Contractor must mutually agree upon any pricing changes. This includes the cost of each category of snack item or coffee product.
2. Claims for refunds of deposited money in the event of machine malfunction shall be the joint responsibility of the Contractor and the University. Each refund will be supported by a refund slip/receipt. The cost of all machine refunds shall be reimbursed to the University's Cashier, located on the second floor of Lee Hall, on a regular basis. The UMW Cashier shall maintain the refund records.
3. The University and the Contractor will work together on promotional material and programs that will be mutually beneficial for customer service and financial gain.

I. General: The Contractor shall provide all necessary resources to perform services in accordance with the terms and conditions set forth herein, to include, but not be limited to:

1. Ability to provide new and fully operational vending equipment of various types.
2. Ability to provide comprehensive service and maintenance of the equipment furnished.
3. Provide professional customer-oriented service to the University community.
4. Submission of management reports as prescribed by the University community.
 - a. Contractor shall meet with a representative of the University on a regular basis or when requested to make adjustments to Contractor's vending operations.

5. Resolve any problems that may arise relative to the snack vending service program.
6. The Contractor shall comply with all federal, state and local laws regarding regulations relating to the operation of snack vending machines.
7. The Contractor shall be required to conform to all pertinent University regulations concerning parking, safety, security access, publication standards and design standards.
8. The Contractor has sole responsibility for any loss due to theft, vandalism or damage of any kind. The University shall take reasonable precautions to protect all equipment supplied in support of the awarded contract.

PRICING: Product pricing for the first twenty-four months of the contract is found in Attachment A and for Healthy Products, within Attachment B of this agreement.

CONTRACT ADMINISTRATION: The UMW Director, Business Services, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding [Required General Terms and Conditions](#) of this Solicitation which are a mandatory part of the resulting contract.

SPECIAL TERMS AND CONDITIONS:

1. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the Contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
2. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
3. **ACCESSIBILITY:** All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of University of Mary Washington shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the most current version of the Web Content Accessibility Guidelines (WCAG). The Vendor/Contractor further warrants that it is committed, and shall remain committed, to promoting and improving accessibility of all its products as specified in UMW's IT Accessibility Policy. <https://technology.umw.edu/technology-accessibility/>
 - a. If the Products and Services are not in conformance with all applicable federal and state disability laws, policies, and regulations as of the Contract Effective Date, as identified by the Vendor/Contractor, or through University testing or assessment, Contractor shall use all reasonable efforts to update the Products and Services so as to be in conformance prior to Acceptance by the University.
 - b. In the event any issues arise regarding Contractor's compliance with applicable federal or state disability laws, policies and regulations, at any time, during any term of the contract, including all

optional renewals, the University may send communications to Contractor as specified in the Notices provision of the contract, requesting cure of such noncompliance. The Contractor shall respond to these communications within two (2) business days from receipt to the University official identified in the Notices provision of the contract, with a plan, including a timeline for completion, which will bring the contractor back within compliance as required by the contract. This plan shall require University agreement.

4. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon one-hundred twenty (120) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of any Health Center contractual obligations prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
5. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The University may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - c. By mutual agreement between the parties in writing; or
 - d. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the University's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - e. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.
6. **CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:** The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property

protection and physical protection and safety of students, faculty and staff. To this end, all Contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.

The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.

Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.

UMW reserves the right to audit a Contractor's background check process at any time.

All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.

Screens shall include:

Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history; DOJ Sex Offender Search and individual evaluation of results County Criminal Search for all identified counties.

- 7. CONTINUITY OF SERVICES:** The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
- To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (120) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

- 8. CONTROLLING VERSION:** The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or

additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

- 9. COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

- 10. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- 11. DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 12. E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the Code of Virginia, §2.2-4308.2., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- 13. FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
- 14. FOOD RECOVERY PROCESS:** During the performance of this Contract, the Contractor is encouraged to establish and coordinate a food recovery process for the distribution of surplus food to organizations, within the surrounding Fredericksburg area, that provide assistance to needy individuals. If Contractor is agreeable to incorporate such a process, a draft plan shall be submitted to the designated UMW Contract Administrator within ninety (90) days after contract award.
- 15. FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any Contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the Contractor's employee from University property, at minimum, and/or result in contract termination.
- 16. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the University as an agency of the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- 17. INDEPENDENT CONTRACTOR RELATIONSHIP:** In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.
- 18. INSTALLATION:** All items must be assembled and set in place, ready for University use. All crating and other debris must be removed by the Contractor from the premises.
- 19. INSURANCE:** Contractor certifies that has the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 - b. Employer's Liability - \$100,000.
 - c. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 - d. Professional Liability/Errors & Omissions coverage - \$2,400,000 per occurrence, \$4,250,000 aggregate. (Limits increase each July 1 through June 30, 2031 per Code of Virginia § 8.01-581.15).
- 20. NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.
- 21. NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service, or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.
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| If to the University: | If to the Contractor: |
| Attn: Procurement Services | Attn: Catherine Pierce |
| 1301 College Avenue | 10444 Lakeridge Parkway |
| Fredericksburg, VA 22401 | Ashland, VA 23005 |
- 22. OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.
- 23. OWNERSHIP OF MATERIALS:** Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.
- 24. PROCUREMENT MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendor's and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.
- 25. PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the Contractor to provide a substitute item of equivalent or better-quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the Contractor.

- 26. RECYCLING POLICY:** It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.
- 27. RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for eight (8) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 120 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term. 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.
- 28. STANDARDS OF CONDUCT IN THE WORKPLACE:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, Contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia. http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html.
- 29. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- Each prime contractor who wins an award valued over \$200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor

agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- 30. SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
- 31. TITLE IX:** Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.
- 32. WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.
- 33. WORK SITE USE:** The Contractor expressly undertakes, either directly or through its subcontractors:
- To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
 - To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
 - To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
 - To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
 - Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.
- 34. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

METHOD OF PAYMENT: The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

- 1. Small Purchase Charge Card (SPCC):** Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with*

confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.

2. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, *all invoices must be received at the following address should reference the eVA purchase order and UMW contract numbers:*

University of Mary Washington
Attention: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401

Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

Signature: M. Catherine Pierce
Printed Name: M. Catherine Pierce
Title: Sales Manager, Southern Region
Date: 12/10/2020
FEI/FIN#: 25-1186514
Phone: 804-264-1916 w 804 400-4265 c
Email: catpierce@crh-catering.com

UNIVERSITY OF MARY WASHINGTON

Signature: Melva A.H. Kishpaugh
Printed Name: Melva Kishpaugh
Title: Director, Procurement Services
Date: December 15, 2020

Attachment A**Product Pricing – First 24 months of Contract****VENDING PRODUCT GUIDE**

| BRAND | DESCRIPTION | PACK/SIZE | PRICE1ST2YEARS |
|---------------|---------------------------|------------------|-----------------------|
| 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 crachers | 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. | Choe 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 |

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|-------------------|---------------------------|---------|--------|
| Snyders | Prtezel mini fat free | 1.50oz | \$1.35 |
| TGIFridays | TGIFPotatoskinChed&bac | 1 oz | \$1.35 |
| TGIFridays | TGIFPotatoskinChed&sou | 1 oz | \$1.35 |
| WM. Wrigley Co. | Wrigley Gum 6 stick- all | .90oz | \$1.00 |
| WM. Wrigley Co. | Lifesaver vend - all | .84 oz | \$1.00 |
| 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 | 3.0oz | \$1.75 |
| Biscomerica Corp. | Sunmail oatmeal raisin | 3.0oz | \$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 | 2.50oz | \$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 | 2.0oz | \$1.35 |
| KAR Nut Co. | trail mix | 2.0oz | \$1.35 |
| KAR Nut Co. | trail mix nut & yogurt | 2.0oz | \$1.35 |
| Kellogs/Keebler | Rice krispy treats | 1.30 oz | \$1.50 |
| Kellogs/Keebler | fruit snacks all flavors | 2.50 oz | \$1.50 |
| KeHogs/Keebler | Famous Amos choc. Chip | 2.0 oz | \$1.50 |
| Kellogs/Keebler | Fudge stripe mini bites | 2.0oz | \$1.50 |
| Kellogs/Keebler | Pecan Sandies | 2.0oz | \$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 | .80oz | \$1.35 |
| Kellogs/Keebler | Special K bar Strawberry | .80oz | \$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 | 2.0oz | \$1.35 |
| Kraft Foods | Wheat thins | 1.75 oz | \$1.50 |
| Kraft Foods | Chips Ahoy choc. Chip | 2.0oz | \$1.50 |
| Kraft Foods | Nutter Butter | 2.0oz | \$1.50 |
| Kraft Foods | Mini Oreo | 2.0oz | \$1.50 |
| Kraft Foods | Ritz Bitz | 1.50 oz | \$1.50 |
| Kraft Foods | Ritz Bitz cheese | 1.50oz | \$1.50 |

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|-------------------|----------------------------|---------|--------|
| 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 |
| Cloverhill Bakery | danish apple round | 4.0oz | \$1.75 |
| Cloverhill Bakery | danish cheese round | 4.0oz | \$1.75 |
| Cloverhill Bakery | Big Texas rolls | 4.0oz | \$1.75 |
| Cloverhill Bakery | cinnamon bun | 4.0oz | \$1.75 |
| Cloverhill Bakery | cinnamon coffe cakes | 4.0oz | \$1.75 |
| Cloverhill Bakery | glazed honey buns | 4.0oz | \$1.75 |
| Cloverhill Bakery | iced honey bun | 4.0oz | \$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 | 4.0oz | \$1.75 |
| Freshleys | Cupcake banana | 4.0oz | \$1.75 |
| Freshleys | Cupcake strawberry | 4.0oz | \$1.75 |
| Freshleys | Cupcake orange | 4.0oz | \$1.75 |
| Freshleys | cake gold creme 2 pk | 2.8oz | \$1.75 |
| Freshleys | Donut sticks 3pk | 3.0oz | \$1.75 |
| Freshleys | variety mini donuts | 3.0oz | \$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 |

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|--------------------|----------------------------|----------------|---------------|
| 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 |
| 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 | 3.60oz | \$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 | 1.91oz | \$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 | Twixcarmel | 1.79 oz | \$1.50 |
| Mars | M&Mpeant | 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 | 1.0oz | \$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 | 2.10oz | \$1.50 |
| Nestle USA Inc. | Butterfinger | 2.10 oz | \$1.50 |
| Proctor & Gamble | Pringles all varieties | 2.61 oz | \$2.50 |
| RugerLLC | Ruger vanilla wafer pastry | 2.125 oz | \$1.50 |
| WM. Wrigley Co. | Skittles Orignal | 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 | 1.0oz | \$3.00 |
| Bag Candy | all varieties | 3.75 oz-5.0 oz | \$2.00-2.50 |
| Large PremiumItems | varies | 3 oz- 5.0 oz | \$1.75-3.25 |

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.

ATTACHMENT C
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

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: _____

SIGNATURE: _____

PRINTED NAME: M. Catherine Pierce

PRINTED NAME: _____

TITLE: Sales Manager

TITLE: _____

DATE: 8/12/2020

DATE: _____

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.



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.

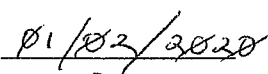
In summary, no credit card data is ever stored in an ePort or Seed Cashless device and all communication is strongly encrypted. All communication is initiated by the device and only to the USA Technologies network. USA Technologies maintains compliance as a PCI-DSS v3.2.1 Level 1 Service Provider and is currently listed on the VISA website at: <http://www.visa.com/gsp>. 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



Date

