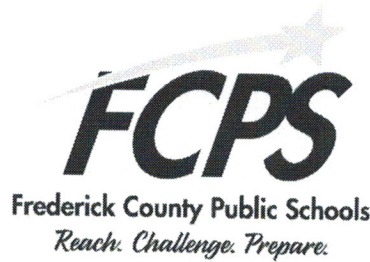


Purchasing Office

191 South East St
Frederick, Maryland 21701
301-644-5210 phone
301-644-5213 fax



Bill Meekins CPPB, CPPO, NIGP-CPP,
CSBO, CPCP, Purchasing Manager
Kim Miskell, CSBO, Assistant Purchasing
Manager
Roy McHaffa, CPP, CPDW, Purchasing Agent
David Guzman, Purchasing Agent

Master Agreement

THIS AGREEMENT is made as of this 13th day of September, 2023, by and between Frederick County Public Schools ("FCPS") and CKEP USA (supplier).

BACKGROUND

- A FCPS is located at 191 South East Street, Frederick County, MD 21701.
- B This supplier is responsible for the delivery of Kitchen and Serving Line Equipment, Smallwares, Parts, as well as the Design and/or Installation.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter contained and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **Term.**

This Agreement shall be for a term beginning September 13, 2023 and, unless sooner terminated as provided in this Agreement, expiring on May 31, 2026, with one additional three-year renewal option, not to exceed a total contract period of six (6) years, or May 31, 2029. Contract renewal shall be invoked at the sole discretion of the Board of Education. Upon submission of bid, the vendor consents to the possibility of a contract renewal as a condition of award.

2. **Services**

During the term of this agreement Supplier shall provide the services which are set forth in the following documents outlined which are a part of this Agreement and the Supplier's response thereto and which is incorporated by reference thereto and which is also part of this Agreement.

- A. Request for Proposals for Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation, RFP 23FS4.
- B. Supplier's Technical Response to the Request for Proposals for Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation.
- C. Supplier's Pricing Response to the Request for Proposals for Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation.

Frederick County Public Schools' will issue a final ruling on any perceived contradictions concerning the various components of this Agreement listed below. In the event of a conflict in the interpretation of the various components of this agreement, the Order of Preference is as follows:

- A. This Agreement.
- B. Request for Proposals for Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation. Inclusive of vendors submitted exceptions (attached).
- C. Supplier's Technical Response to the Request for Proposals for Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation.
- D. Supplier's Pricing Response to the Request for Proposals for Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation.

3. **Payment**

FCPS agrees to pay Supplier and Supplier agrees to accept, as full compensation for Suppliers services under this Agreement. Supplier shall submit an invoice once products have been delivered and/or services have been rendered. Payment shall be made in accordance with the Pages 20-21 of RFP 23FS4.

4. **Insurance**

In accordance with the Pages 45-47 of RFP 23FS4.

5. **Criminal Background Check**



Frederick County Public Schools
Reach. Challenge. Prepare.

In accordance with the Pages 23-24 of RFP 23FS4.

6. Compliance with Laws

In accordance with Page 19 of RFP 23FS4.

7. Termination for Convenience

In accordance with Page 19 of RFP 23FS4.

8. Performance Evaluation

In accordance with Page 45 of RFP 23FS4.

9. Governing Law

This agreement shall be construed in accordance with, and interpreted under, the laws of the State of Maryland.

C. Cooperative Purchasing: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, Public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g., terms, conditions, extensions, and renewals) will remain FCPS's responsibility except as outlined in RFP 23FS4. Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement of the date written below.

FREDERICK COUNTY PUBLIC SCHOOLS:
Purchasing Department

SUPPLIER:
CKEP, USA

By: _____

By: Jeff C Karcher

Name: Bill Meekins

Name: JEFF KARCHER

Title: Purchasing Manager

Title: GENERAL MANAGER

Date: 10/25/2023

Date: 10/25/2023

RFP 23FS4
EXCEPTIONS AND CLARIFICATIONS

1. General Term and Conditions

- a. Applicable taxes will be charged in accordance with state, federal, and/or tribal land laws for a particular entity. If an entity is tax exempt, a tax exempt certificate will be required from the entity.
- b. Minimum warranty to be one year parts and labor for all items with an additional four year parts only compressor warranty for refrigerated products.
- c. If warranty service is needed, those repairs and processes are between the end user and the factory Authorized Service Agency (ASA). The manufacturer is the entity that provides the warranty. The dealer will help to obtain warranty service if needed, but is not responsible for any factory warranty or guarantees.
- d. Item pricing with any freight charges and factory surcharges (if applicable) is for delivery to the site as determined by the end user for their unloading and installation.
- e. Item accessories, options and parts or materials required for installation will be quoted along with the main item and are not included in the main item price.
- f. Any price labeled as "Net" in the manufacturers price list will have a 3% markup added to determine the sell price to the customer.
- g. Credit card payments will be assessed a 3% convenience fee.
- h. A signed Bill of Lading from a shipper indicating the number and weight of the cartons, crates and/or pallets delivered constitutes proof of delivery. The packing slip lists the items contained in the shipment and is used to determine if the order is complete.

2. Specific Terms and Conditions, Section II

- a. Prices to remain firm for the initial first 90 days after contract award.
- b. After the initial period, new and/or revised manufacturer published list pricing can be submitted for approval on a quarterly basis.
- c. On site evaluations/visits can be done by the vendor or their designated representatives, i.e. factory representative, contractor, etc.
- d. Equipment startup and/or training may be provided by the vendor or their designated representative, i.e. factory representative.
- e. Item pricing provided under the contract is for the product only. All other services will be additional.
- f. For orders/items not qualifying for free freight, shipping will be quoted for delivery to the end user site for their unloading and installation.
- g. Inside delivery, uncrate and set in place, final connections, equipment removal and any other services will be quoted based on the site and scope of work required and is in addition to the item cost. These costs may include travel, mileage, lodging, per diem and other miscellaneous charges.
- h. 3% Omnia fee to be paid on goods and services, excluding shipping and tax.