

Purchasing Office  
191 South East St  
Frederick, Maryland 21701  
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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 13<sup>th</sup> day of September, 2023, by and between Frederick County Public Schools ("FCPS") and Envoy Solutions (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

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





Frederick County Public Schools  
*Reach. Challenge. Prepare.*

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

By: \_\_\_\_\_

Name: Bill Meekins

Title: Purchasing Manager

Date: \_\_\_\_\_

SUPPLIER:  
Envoy Solutions

By: A. Stevenson

Name: A. Stevenson Thomas

Title: VP - National Accounts

Date: 11-6-2023



- supplier list to which a qualified supplier is then added.
- e. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.
  - f. If not approved, the supplier will not be considered further in price evaluations.
  - g. If approved, cost proposals will be evaluated on a weighted basis. 55 total points will be assigned for the price proposal that is deemed most advantageous to FCPS and Participating Public Agencies across the Country.
  - h. An interview may be required to obtain more information prior to recommendation for award, and additional points may be assigned or deducted.
  - i. FCPS reserves the right to make such investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
  - j. Exclusive or concurrent negotiations may be conducted with responsible Offerors for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors.
  - k. New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and provide pricing structure for each of these items.
  - l. **Prior** Experience Experiences with FCPS and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

Envoy Solutions understands this section.

#### **16. VENDOR PERFORMANCE EVALUATION**

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
  - i. Delivery
  - ii. Response time
  - iii. Backorders
  - iv. Quality of deliverables
  - v. Invoicing
  - vi. Sales data (Contract data, non-contract data)
  - vii. Financial
- c. Where technical, construction or performance specifications have been identified in the bidding document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
- e. ~~Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face to face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.~~



Envoy Solutions understands this section. If awarded, Envoy Solutions reserves the right to negotiate a commercially reasonable contract, agreeable to both parties.

## **17. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten calendar days after receipt of the Notice of Award. The vendor will not commence work until a notice to proceed letter, or purchase order, is issued, nor will the vendor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been obtained and approved.

a. **Worker's Compensation**

The vendor will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws. In the case of sublet work, the vendor will require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the vendor's Worker's Compensation Insurance.

b. **Employers' Liability Insurance**

The vendor will procure and maintain, during the life of the contract, Employers' Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00 each employee

The vendor will require any subcontractor to procure and maintain Employer's Liability Insurance during the life of the contract. It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the vendor will indemnify, and hold harmless, the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

c. **Commercial General Liability Insurance**

The vendor will procure and maintain, during the life of the contract, Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project Products-
Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

~~The "X, C, U" Coverage for explosion, collapse, and underground property damage shall not be excluded from the policy.~~

Completed operations liability coverage shall be in force for one year after completion of work

d. **Scope of Insurance and Special Hazards**



The insurance required in C. and E. will provide adequate protection for the vendor and subcontractors, respectively, against damage claims which may arise from operations under the contract, whether such operations be by the insured or by anyone directly or indirectly employed by them and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in C. above. Insurance coverage required under C. above shall specifically include property damage caused by conditions otherwise subject to exclusions "X, C, U" (Explosion, Collapse or Underground Damage) as defined by the National Bureau of Casualty Underwriters. Exceptions: contracts that do not require excavation or underground work are not required to have the above "X, C, U" coverage.

e. Comprehensive Automobile Liability

The vendor shall maintain Comprehensive Automobile Liability Insurance including all automotive equipment owned, non-owned and hired, operated, rented, or leased. Minimum limits of Automobile Liability Insurance shall be:

Bodily Injury accident	\$1,000,000 per person/\$1,000,000
Property Damage	\$1,000,000 each occurrence, or
Combined Single Limit Bodily Injury and Property Damage Liability	\$1,000,000

f. Subcontractor's Insurance The vendor will either:

1. Require each of their subcontractors to procure and maintain, during the life of the subcontracts, Liability Insurance of the type and in the same amounts as specified above; or
11. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to insure that all subcontractors comply with this provision, and the vendor will indemnify and hold harmless the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

g. Builder's Insurance

FCPS shall provide and maintain Builder's Risk Protection.

h. Proof of Carriage of Insurance

The vendor will furnish FCPS with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates also shall contain substantially the following statement: "The insurance covered by this certificate will not be ~~receded or materially altered~~, except after thirty days written notice has been received by Envoy Solutions note: In the event of a material change to insurance coverage we will notify you as soon as practicable."

i. Additional Insured

The Owner, Board of Education of Frederick County, the Frederick County Government, and other entities stipulated by the Owner, shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-NIII.



approval.

Envoy Solutions has reviewed this section and will do our part to comply.

#### **25. WORK SITE SUPERVISION**

- a. The awarded vendor will provide full time onsite supervision, by a construction superintendent or foreman, who will have full authority to act on behalf of the vendor. The onsite superintendent or foreman will not be changed except with the written consent of the Contract Administrator. The superintendent will represent the vendor in their absence and all directions/instructions given to them will be as binding as if given to the vendor. FCPS shall not be responsible for the acts or omissions of the superintendent or foreman.
- b. The vendor will immediately report to the Contract Administrator any error, inconsistency or omission which they discover. The vendor will not be liable to FCPS for damages resulting from any errors or deficiencies in the contract documents or other instructions given by FCPS.

Envoy Solutions has reviewed this section and will do our part to comply.

#### **26. INSPECTIONS AND CORRECTION OF WORK**

- a. All work, all materials, whether incorporated into the work or not, all processes of manufacture, and all methods of construction will be, at all times and places, subject to the inspection of FCPS, whose representatives shall be the final judge of the quality and suitability. Should these fail to meet this approval they will be forthwith reconstructed, made good, replaced and/or covered, as the case may be, by the vendor at their own expense in accordance with Supplier warranties and return policies. Rejected material will be removed immediately from the site. ~~If, in the opinion of FCPS, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work, the compensation to be paid to the vendor shall be receded by such amount as in the judgment of FCPS shall be equitable.~~
- b. If the specifications, laws, ordinances, or any public authority require any work to be specially tested or approved, the vendor will give FCPS timely notice of its readiness for observations. If the inspection is by another authority, the vendor will notify FCPS of the date fixed for such inspection and shall use the required Certificate of Inspection.
- c. ~~FCPS may order re-examination of questioned work and, if so ordered, the vendor must uncover the work at their expense. If such work is found not to be in accordance with the contract documents, the vendor will pay all costs to correct the work, to the satisfaction of FCPS. If another vendor employed by FCPS caused the defect in the work, FCPS shall pay such cost and recover the charges from the other vendor.~~

Envoy Solutions has reviewed this section and will do our part to comply. If awarded, Envoy Solutions reserves the right to negotiate a commercially reasonable contract, agreeable to both parties.

#### **27. CHANGES IN WORK**

- a. No changes in the work covered by the approved contract documents will be made without having prior written approval of FCPS. The contract sum may be adjusted according to the approved changes. Consent of the Surety may be required.
- b. Charges or credits for the work covered by the approved change will be determined by one or more of the following methods:
  - i. Unit bid prices