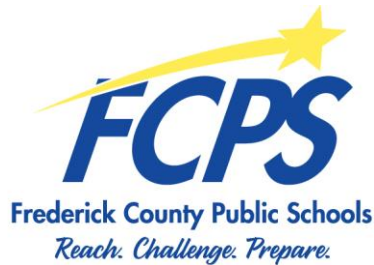


Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5210 phone
301-644-5213 fax



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 National Restaurant Supply Company, Inc. (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.
- 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

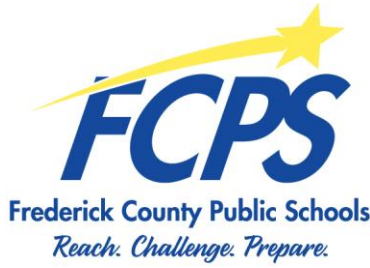
FCPS agrees to pay Supplier and Supplier agrees to accept, as full compensation for Suppliers services under this Agreement. Supplier shall submit an invoice once products have been delivered and/or services have been rendered. Payment shall be made in accordance with the Pages 20-21 of RFP 23FS4.

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.



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:
National Restaurant Supply Company, Inc.

By: _____

By:  _____

Name: Bill Meekins

Name: Brent Gulbas

Title: Purchasing Manager

Title: President

Date: 10/26/2023

Date: 10/25/23