

Purchasing Office  
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Frederick, Maryland 21701  
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Frederick County Public Schools  
*Reach. Challenge. Prepare.*

Stephen P. Starmer, C.P.M., CSBA,  
Purchasing Manager  
Kim Miskell, Assistant Purchasing Manager  
Bill Meekins CFPB, CFCP, Purchasing Agent  
Shane Ryberg, Purchasing Agent

## MASTER AGREEMENT

THIS AGREEMENT is made as of this 24<sup>th</sup> day of April, 2019, by and between Frederick County Public Schools ("FCPS") and Premier Healthcare L.P and US Foods Inc. (collectively the "consultant")

### BACKGROUND

- A. FCPS is located at 191 South East Street, Frederick County, MD 21701.
- B. This supplier is responsible for the delivery of Food Products and Distribution for FCPS Food & Nutrition Services Department.

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 June 1, 2019 and, unless sooner terminated as provided in this Agreement, expiring on May 31, 2021. By mutual agreement of the parties and finalization of renewal pricing, the contract may be renewed from June 1, 2021, through May 31, 2023, and subsequently for up to two (2) additional two-year periods for a maximum term of eight (8) years.

#### 2. Services

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

- A. Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies, RFP #19FS1
- B. Consultant's Technical Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies
- C. Consultant's Pricing Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies
- D. Contractor's Response to Proposal Clarification Questions dated October 03, 2018.

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 Food Products and Distribution for K-12 and Other Public Agencies, RFP #19FS1.
- C. Contractor's Technical Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies.
- D. Contractor's Pricing Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies.
- E. Contractor's Response to Proposal Clarification Questions dated October 03, 2018.

It is understood that delivery of most services will be provided by Consultant's preferred primary vendor, US Foods, Inc. ("Vendor"), which is designated as Consultant's subcontractor for the purpose of this Agreement. In addition, FCPS and Participating Agencies will have access to Premier's full food service contract offering which includes additional non-broadline suppliers subject to the local procurement regulations and procedures of each member.



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3. Payment

The Board agrees to pay Vendor and Vendor agrees to accept, as full compensation for Consultant's and Vendor's services under this Agreement, a fee per case of delivered product as set in the price proposal. Vendor shall submit an invoice on at the time of delivery detailing the products delivered and the actual costs incurred. Payment shall be made in accordance with the Pages 30-31 of RFP #19FS1.

4. Independent Contractor. The Board and Consultant recognize and agree that Consultant is an independent contractor, and that neither Consultant nor any of Consultant's employees or agents are employees of the Board.

5. Subcontract or Assignment. Consultant shall not subcontract or assign any part of this Agreement with the exception of any of the consultant's affiliates without the prior written consent of the Board; provided, however, the Board acknowledges and agrees that the delivery of food products that shall be assigned to US Foods, Inc. the Consultant's preferred prime vendor. \*

6. Insurance

The Consultant and its subcontractors, US Foods, Inc., shall procure and keep in force the following required insurance coverages listed below.

- A. Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of One Million Dollars (\$1,000,000) aggregate. Such insurance shall include contractual liability insurance.
- B. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The Insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.
- C. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "other state's" state law.
- D. The Board and its elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insureds with respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant or US Foods, Inc., as applicable.

7. Criminal Background Check

It is the responsibility of Consultant to make certain, through a criminal background check, that its employees and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code and have not been convicted of nor have pending charges for the commission of or attempt to commit Murder, Child Abuse, Rape, Child Pornography, Child Abduction, Kidnapping of a Child or Sexual Offense as defined by Article 27, Subsection 464, 464A and 464C of the Annotated Code of Maryland. All costs for conducting a criminal background check shall be borne by Consultant. The Consultant and its employees and contractors who may have contact with students, shall, to its knowledge, be free of tuberculosis. Furthermore, it shall be the responsibility of the consultant to notify all subcontractors and vendors of the requirements listed herein.

8. Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Agreement. Notwithstanding the provisions of Section 13, Consultant's material violation of any of these laws, statutes, ordinances, rules, or regulations in the performance of the services constitutes a breach of this Agreement and entitles the Board to terminate this Agreement immediately upon delivery of written notice of termination to Consultant.

9. Termination for Convenience

This contract may be terminated by either party at any time, without any liability, upon thirty (30) days prior written notice to the other party, provided that Consultant shall be compensated for services rendered prior to the date of termination.

10. Performance Evaluation. The Board or its authorized agent or representative may conduct an evaluation of the Consultant's performance under this contract. Consultant shall fully cooperate with the Board or its authorized agent or representative and shall provide such information and documents as may be requested to conduct the performance evaluation.

11. Governing Law. This Agreement shall be construed by and governed under the laws of the State of Maryland.



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

Facility: **Frederick County Public Schools**

Date: April 29, 2019

Name: Dr. Theresa Alban

Title: Superintendent

Signature: Theresa Alban

Premier Inc.:

Name: JON GARRETT

Title: VICE PRESIDENT - FOOD & NUTRITION STRATEGY

Email: jon-garrett@premierinc.com Direct Phone# 720-445-1712

Fax # \_\_\_\_\_

Address: 13034 BALLANTYNE CORPORATE PLACE

City: CHARLOTTE State: NC Zip: 28277

Signature: Jon Garrett

