AGREEMENT No. 19-R070967AJ

IN-HOUSE AND OFF-SITE CATERING SERVICES

between

MANATEE COUNTY
(COUNTY)

and

PUFF 'N STUFF CATERING, LLC
D/B/A PUFF 'N STUFF CATERING
(CONTRACTOR)
AGREEMENT FOR IN-HOUSE AND OFF-SITE CATERING SERVICES

THIS AGREEMENT is made and entered into as of this _____ day of ___________, 2019, by and between MANATEE COUNTY, a political subdivision of the State of Florida, ("COUNTY"), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and PUFF 'N STUFF CATERING, LLC D/B/A PUFF 'N STUFF CATERING, a Florida Corporation, ("CONTRACTOR") with offices located at 250 Rio Drive, Orlando, Florida 32810, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, CONTRACTOR engages in the business of providing catering services; and

WHEREAS, COUNTY owns the Bradenton Area Convention Center (BACC) located at One Haben Blvd, Palmetto, Florida (Property); and

WHEREAS, COUNTY has determined that it is necessary, expedient and in its best interests to retain CONTRACTOR to render and perform in-house and off-site catering and concession services at Property; and

WHEREAS, this Agreement is a result of CONTRACTOR’S submission of a proposal in response to Request for Proposal No. 19-R070967AJ and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide catering services to clients of the Property in accordance with the requirements in Exhibit A, Scope of Services.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and nine (9) exhibits, which are as follows:

Exhibit A Scope of Services
Exhibit B Compensation Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Insurance and Bond Requirements
Exhibit E Proposal Response to RFO No 19-R070967AJ
ARTICLE 3. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following definitions:

A. Contract Manager: Duly authorized representative of the Property serving as Manatee County primary contact in regard to the administration of this Agreement.

B. Compensation: The amounts due to the COUNTY from CONTRACTOR.

C. General Manager: CONTRACTOR's full-time staff person who oversees the operations at the Property.

D. Gross Receipts: All monies paid or payable to or consideration of determinable value received by CONTRACTOR for sales made, transactions had, or for services rendered from all sources in the operation of this Agreement as defined in Exhibit B, Compensation Schedule BACC.

E. In-house Catering: Catering services that are performed for events at the Property.

F. Off-site Catering: Catering services are those in which the food preparation for the event is performed at the Property and transported to an event at another location.

G. Monthly Compensation Report: CONTRACTOR's report to the COUNTY that includes the underlying compensation amounts which comprise the report along with supporting documentation.

H. Subcontractor: A person or entity who has a direct contract with CONTRACTOR to perform work or provide services related to this Agreement. The term "Subcontractor" is referred to throughout the Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

ARTICLE 4. PURPOSE OF LICENSE AGREEMENT

A. To enhance and promote the use of the BACC by its patrons, COUNTY hereby grants unto
CONTRACTOR the right and privilege to provide catering services at the Property in accordance with the terms, conditions and limitations of this Agreement.

B. This Agreement and the non-exclusive rights and privileges granted to CONTRACTOR hereunder for catering operations at Property, includes the sale of food, non-alcoholic beverages, and alcoholic beverages. This Agreement provides for exclusive rights and privileges granted to CONTRACTOR hereunder for use of the Property kitchen and designated concession areas.

C. Except as specifically provided for herein with respect to CONTRACTOR’S use of the Property under this Agreement, COUNTY shall, at all times, continue to retain and have the unqualified right to make any and all reasonable determinations concerning or relating to the Property.

ARTICLE 5. AGREEMENT TERM

A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through three (3) years from the effective date unless terminated by COUNTY pursuant to Article 14, TERMINATION OF AGREEMENT, but not to exceed three (3) years.

B. COUNTY reserves the right to extend the initial term of three (3) years for an additional two (2), one (1) year periods not to exceed a total of five (5) years.

ARTICLE 6. AUTHORIZED USES

A. The Property shall be used by CONTRACTOR only for the purpose of catering services as described in Exhibit A, Scope of Services and for no other purposes without first obtaining the express written consent of COUNTY.

B. The offering of products, services or advertising must be evaluated and pre-approved by COUNTY for appropriateness.

C. CONTRACTOR acknowledges that COUNTY conducts periodic physical inventories and/or audits of its assets. CONTRACTOR shall, with reasonable notice, permit COUNTY to conduct such activities at the Property. A representative of the CONTRACTOR shall be available for consultation if requested. At least 24-hour advance notice will be provided by COUNTY to CONTRACTOR whenever possible.

D. Notwithstanding the forgoing, authorized COUNTY employees, representatives, contractors or agents reserve the right to inspect the Property and/or CONTRACTOR’S operations at any time with or without prior notice, at all times, for any COUNTY business reason.

ARTICLE 7. REVENUE SCHEDULE

A. As compensation to the County, CONTRACTOR shall pay Compensation to COUNTY as
described in Exhibit B, Revenue Schedule. Compensation shall be paid to COUNTY by the
tenth (10th) business day of the following month (Due Date) for the previous month's
revenues, with interest accruing after the fifteen (15) calendar day of the month. Any
discrepancies shall be resolved within five (5) days of original submission of Compensation
for the respective month; and

B. By the 10th business day of each month, CONTRACTOR shall pay Compensation to
COUNTY in the form of percentage rent (Percentage Rent) based on Gross Receipts of
CONTRACTOR’S operations during the immediate previous month. CONTRACTOR shall
deliver, with its payment to COUNTY a statement of Gross Receipts and supporting
documentation that confirms the total Gross Receipts.

C. In addition to applicable sales tax, CONTRACTOR shall be solely responsible for any ad
valorem, rental or similar taxes levied upon CONTRACTOR'S equipment or activities
arising from this Agreement. CONTRACTOR shall pay all such taxes directly to the entity or
agency assessing the taxes, unless COUNTY is required by law to collect and remit such
taxes. Upon COUNTY’S request, CONTRACTOR shall provide COUNTY with
documentation evidencing the payment of any and all taxes paid directly to the entity or
agency collecting the taxes.

D. In the event CONTRACTOR fails to pay COUNTY any Percentage Rent due under the
provisions of this Agreement, interest at one and one-half percent (1.5%) per month shall
accrue against each delinquent payment until same is paid. Interest shall be charged from the
date payment is due. Neither the inclusion of this provision or its implementation, shall
preclude COUNTY from terminating this Agreement for default, or pursue any other
remedies as provided herein or by law. COUNTY’S acceptance of late payment of any fees
shall not constitute a waiver of COUNTY’S right to terminate this Agreement in the event of
any subsequent default by CONTRACTOR in the payment of any fees on the date the same
shall be due and payable.

ARTICLE 8. COMPENSATION PAYMENTS

CONTRACTOR shall remit Monthly Compensation payments by credit card, or by company
check, on or before the due dates specified in Article 7, Compensation. CONTRACTOR shall
make Monthly Compensation payments payable to the Board of County Commissioners of
Manatee County and deliver such payments to the BACC located at One Haben Blvd.,
Bradenton, FL 34205. CONTRACTOR shall provide the Monthly Compensation Report to
COUNTY by mail or email to the COUNTY representative or designee specified in Article 26,
NOTICES.

ARTICLE 9. CASH HANDLING REQUIREMENTS

A. CONTRACTOR shall provide, operate and maintain point of sale computer systems to
record all transactions. Daily Point of Sale (POS) system transactions shall be dated and
number referenced and kept as a permanent record for a period of at least five (5) years. The
proper functioning and maintenance of the POS system shall be the responsibility of CONTRACTOR. In the event of a need for repair of a POS system, such repair shall be required to occur within a forty-eight (48) hour period, excluding weekends, to assure accountability and proper recordkeeping.

B. All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into the device. CONTRACTOR shall provide sales receipts to customers for all goods and services sold. No register or device in which cash sales are recorded and deposited may be opened without recording the date and the time of said opening. Cash register or device drawers must be kept closed at all times except when sales are made, change is made, or routine audits are conducted.

C. Cash registers must have sufficient keys for proper segregation of transactions and meet generally accepted accounting principles and cash control.

D. All persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices provided by CONTRACTOR.

**ARTICLE 10. MAINTENANCE OF RECORDS; REPORTS, AUDITS; LICENSES**

A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to ensure proper accounting of funds and compliance with the provisions of this Agreement. CONTRACTOR shall maintain record of all monies collected by CONTRACTOR in its operations under this Agreement.

B. CONTRACTOR shall provide a monthly statement of income and Gross Receipts, in a form acceptable to the COUNTY. The report shall be applicable to the month for which payment is being made. This report shall be signed by the Treasurer, President or CEO of CONTRACTOR certifying to the accuracy of the report and gross receipts.

C. At the COUNTY’S discretion and direction, CONTRACTOR shall, at CONTRACTOR’S own expense within 60 days of the first anniversary of the execution of this Agreement, every other year thereafter until termination of the Agreement, and within 60 days of termination of this Agreement:

> Engage an independent certified public accountant to provide a financial statement and letter to the COUNTY which, at a minimum, shall include the results of its review of CONTRACTOR’S books and records, canceled checks, invoices and budgets from the most recent calendar year.

> Such review shall be directed by the COUNTY when the COUNTY identifies circumstances that warrant the need to verify the accuracy of CONTRACTOR’s Gross Receipts and Compensation paid to the COUNTY.

D. CONTRACTOR shall provide COUNTY all information, reports, records and documents
required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR’S revenues. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third-party, CONTRACTOR must obtain them from that third-party or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

E. CONTRACTOR shall obtain any licenses required for its operations and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 11. BUILDINGS, STRUCTURES, EQUIPMENT, MAINTENANCE AND IMPROVEMENTS

A. CONTRACTOR shall take responsibility for the Property in an as-is condition.

B. CONTRACTOR represents that prior to signing this Agreement, it has inspected all buildings and structures, including any utilities, fixtures and equipment thereon, and confirms it is fully familiar with their condition and accepts same "as is" for the purposes of performing under this Agreement. Further, CONTRACTOR shall protect said buildings and structures, including any utilities, fixtures and equipment assigned to CONTRACTOR through its exercise of continual maintenance and security.

C. Except for the equipment and assets listed in Exhibit J, Kitchen Inventory Listing, which shall be updated annually and is the official Manatee County inventory listing maintained by the office of the Clerk of Circuit Court, CONTRACTOR shall provide all equipment required to perform under this Agreement. CONTRACTOR shall bear the cost of all charges and expenses related to any and all maintenance of all equipment and improvements as shall be necessary for CONTRACTOR'S performance of this Agreement. CONTRACTOR understands and agrees that COUNTY fixtures and equipment are not to be removed from the Property.

D. CONTRACTOR agrees that the assets listed in Exhibit J, Kitchen Inventory Listing, constitute the entire group of COUNTY equipment and assets over which it has been given custody and control by virtue of the Agreement. CONTRACTOR further agrees that during the term of the Agreement, and any extension(s) thereof, if any of the listed assets are destroyed, damaged, or stolen, it will repair or replace with like item(s) or reimburse
COUNTY at Fair Market Value for any asset with a value at the time of loss which is greater than $1,000. When COUNTY equipment is past its useful life, it will be returned to the COUNTY for disposal. Notwithstanding the foregoing, CONTRACTOR shall notify the COUNTY of any lost or stolen property. In turn, COUNTY shall provide CONTRACTOR a minimum of thirty (30) days advanced notice in which to locate any lost or stolen item prior to being required to replace or reimburse the lost or stolen item(s).

E. So long as this Agreement shall be in effect, CONTRACTOR shall, except as otherwise provided herein, maintain the areas assigned to CONTRACTOR for providing catering services, including the kitchen, concession areas, loading dock and dumpster areas, as well as temporary catering areas outside of the kitchen and concession areas, in good order and repair with no signs of visual or structural damage. Further, CONTRACTOR shall keep the fixtures and equipment in a clean and functioning condition at all times with no signs of visual or mechanical damage.

F. All new equipment, furnishings, repairs and improvements provided by CONTRACTOR shall meet and comply with the requirements of all applicable building, fire, restaurant, pollution, and other codes.

G. All maintenance, service, and inspections of equipment and facilities shall be completed by trained personnel and in compliance with manufacturer guidelines and state and local laws, as applicable.

H. CONTRACTOR will maintain records of all equipment and facility maintenance and inspections completed. These records, along with all third-party maintenance contracts, will be made available to COUNTY upon request.

I. COUNTY's obligation to provide structural repairs is limited to providing repairs for Americans for Disabilities Act compliance for the buildings, or for the general repairs of the existing foundation, walls and roof and the existing portions of the electrical, plumbing and mechanical systems within such foundation, walls and roof.

**ARTICLE 12. CONTRACTOR'S PRODUCTS, OPERATIONS AND SERVICES**

A. OPERATIONS: CONTRACTOR shall operate at the Property in compliance with the terms and conditions of this Agreement. CONTRACTOR shall offer high quality, competitively priced products. The sale of tobacco products is strictly prohibited.

B. EQUIPMENT: CONTRACTOR shall arrange for all procurement of all supplies, equipment, and services as deemed necessary and normal in the ordinary course of its operations at the Property. CONTRACTOR shall furnish and maintain, at its sole cost, all equipment, fixtures, and furnishings necessary to conduct the business permitted hereunder. At the termination or expiration of this Agreement, CONTRACTOR shall own such equipment, furnishings and fixtures it has procured and remove such equipment, furnishings and fixtures within 30 days of termination.
C. ADVERTISING; CONTRACTOR shall not use the Manatee County name or logos for marketing and promoting its products without prior written consent by the COUNTY.

D. PRODUCTS: CONTRACTOR shall provide COUNTY with a list of any changes in the products or services it offers or the maximum price that will be charged for each product or service. CONTRACTOR acknowledges that COUNTY shall be entitled to approve CONTRACTOR’S rates on products and services CONTRACTOR sells at the Property. Any such product/service or pricing changes must be approved by the Contract Manager in writing. CONTRACTOR shall not sell any products that, in the opinion of COUNTY, pose a safety or health hazard or are inappropriate for sale or display in a publicly owned property and/or facility.

E. DISCOUNTED PRODUCTS: CONTRACTOR shall not extend credit, free products or services, or any discount to any COUNTY employee or official that is not available to the general public.

F. SIGNAGE: CONTRACTOR shall provide signage, as approved by COUNTY, advertising its catering operations.

G. CONTROL OF PROPERTY: CONTRACTOR shall not rent out or otherwise allow the Property to be occupied by or under the control of any third-party person, group or entity, without express prior written approval of COUNTY.

H. BUSINESS OPERATIONS: CONTRACTOR shall not conduct any business or activity on the licensed premises, which is not authorized by this Agreement. It is expressly understood and agreed that CONTRACTOR'S operations shall not unreasonably interfere in any manner with the use of public areas or infringe upon the rights of others authorized to conduct business near the location of the Property. CONTRACTOR agrees that a determination by COUNTY will be accepted as final in evaluating CONTRACTOR'S activities that unreasonably infringe on the rights of others and that CONTRACTOR will fully comply with any such decisions.

ARTICLE 13. ENVIRONMENTAL RESPONSIBILITY

A. LAND RESOURCES. CONTRACTOR shall at all times comply with all laws, rules, policies or standards concerning the environment or protection of natural resources with respect to CONTRACTOR'S operations. CONTRACTOR shall also strictly adhere to any federal, state and local requirements governing stormwater, pest management, and environmental monitoring of chemicals, pesticides and fuel.

B. GREEN PURCHASING: COUNTY encourages the implementation of environmentally sustainable measures, such as recycling, as well as buying and utilizing ‘green’ products. Whenever possible, CONTRACTOR must incorporate such measures into its operations to support environmental sustainability.

ARTICLE 14. TERMINATION OF AGREEMENT
A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include failure to operate in a manner that complies with the specifications herein or that fail to meet COUNTY’S performance standards;

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR’S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR’S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. Upon receipt of COUNTY’S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

   a. Stop operations on the date and to the extent specified; and

   b. Terminate and settle all orders and subcontracts relating to the operations.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written “Notice of Intent to Terminate” thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall provide payment to COUNTY of which it is entitled for revenues generated under this Agreement prior to termination, plus any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement.

Should COUNTY terminate this Agreement without cause during the first twenty-four (24) months of the initial Agreement period, CONTRACTOR shall be entitled to reimbursement of the value, less 10% depreciation, of fixtures and equipment obtained by CONTRACTOR after
execution of this Agreement for in-house catering services specified in Exhibit A, Scope of Services. Upon reimbursement by the COUNTY, the fixtures and equipment will become the sole property of the COUNTY. All such purchases of fixtures and equipment for in-house catering services must be pre-approved in writing by the County.

**ARTICLE 15. TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination;

B. Performing the Transition Services plan activities;

C. Answering questions regarding the services on an as-needed basis; and

D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

**ARTICLE 16. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County’s Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

**ARTICLE 17. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:
A. Keep and maintain public records required by COUNTY to perform the service.

B. Upon request from COUNTY’S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to COUNTY.

D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY’S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845  
Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:  
Manatee County  
Attn: Records Manager  
1112 Manatee Avenue West  
Bradenton FL 34205

ARTICLE 18. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the
indemnifying party, its agents, officers, or employees in the performance of this Agreement. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys’ fees, incurred by the indemnified party in connection with the indemnifying party’s activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 19. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 20. INSURANCE

A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as Exhibit D, during the term of this Agreement, to include any renewal terms.

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in Exhibit D shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY’S Risk Management Division.

C. With the exception of liability insurances that are ‘per occurrence’, insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit D, including coverage for all products and services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 21. COMPLIANCE WITH LAWS

CONTRACTOR’S operations pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.
ARTICLE 22. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 23. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability, age or sexual orientation, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color, sex, creed, national origin, disability, age, or sexual orientation. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 24. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third-parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third-party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.
**ARTICLE 26. NOTICES**

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government,  
Bradenton Area Convention & Visitors Bureau Department  
Attn: Director  
One Haben Boulevard  
Palmetto, FL 34221  
Phone: (941) 722-3244 Ext. 3962

To CONTRACTOR: Puff 'N Stuff Catering, LLC., dba Puff 'n Stuff Catering  
Attn: Warren Dietel, CEO & Owner  
5804 E Columbus Dr  
Tampa, Florida 33619  
Email: warren@puffnstuff.com  
Phone: Office: (407) 398-6306 | Cell: (407) 227-5697

Heather Hofmann, VP  
5804 E. Columbus Drive, Tampa, Florida 33619  
Tampa Florida, 33619  
Email: HeatherH@puffnstuff.com  
Phone: Office: (407) 478-5832 | Cell: (407) 341-0519

**ARTICLE 27. RELATIONSHIP OF PARTIES**

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-consultants of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with the Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

**ARTICLE 28. NO CONFLICT**

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

**ARTICLE 29. ETHICAL CONSIDERATIONS**
CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 30. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and COUNTY’s requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 31. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 32. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All Articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 33. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR’s normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law, including any sales taxes due on rent of COUNTY Property.

ARTICLE 34. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations to the extent that
performance of such obligations or any of them is delayed or prevented by Force Majeure. This Article does not exempt CONTRACTOR from the payment of all rents and other fees due to the COUNTY for use of the Property.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 35. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 36. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 37. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 38. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third-party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 39. ENTIRE AGREEMENT; AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out
the intent of this Agreement.

ARTICLE 40. AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

PUFF 'N STUFF CATERING, LLC

By:  

Warren Dietel, CEO and Owner  
Print Name & Title of Above Signer

Date: 4/30/2019

MANATEE COUNTY, a political subdivision of the State of Florida

By:  


Date:  

EXHIBIT A
SCOPE OF SERVICES

A.01 SCOPE
The Contractor (hereinafter in this scope referred to as Contractor) shall provide all labor, supervision, equipment, insurance, incidentals necessary to provide on-site catering services to County clients, their customers, and exhibitors at the BACC, located at One Haben Blvd., Palmetto, Florida, that will meet the requirements of this RFO.

The scope of work shall include the purchase, preparation, sales/marketing, and service of food, alcoholic and non-alcoholic beverages and other related food items for County catered events and non-catered events requiring beverage services at the BACC.

A.02 GENERAL REQUIREMENTS
Contractor shall provide the following requirements and be responsible for all aspects of the food and beverage service operation including, but not limited to:
A. Prepare and serve food and beverages for catering and concession services.
B. Assign a qualified representative to answer questions relating to the food and beverage service operation from clients and prospective clients of the BACC. This representative shall attend weekly meetings with the BACC team to review upcoming events.
C. Meet directly with the BACC clients, County staff and BACC staff, as applicable, to develop menus and style of service for events.
D. Set-up and clean-up of all the buffets and beverage stations, linens, centerpieces, decor, flatware, dishes, glassware and condiments.
E. Provide the covering and draping of tables, placing of decorations, (e.g., flags, balloons, drapes, flowers, wedding favors, table stands with numbers) on tables, cleaning and removing of all service ware and decor, tablecloths, and draping at the completion of the function in areas where food service functions are held.
F. Provide decorations and signage for coffee service, food stations, buffets, and other service stations to deliver a five-star atmosphere.
G. Deliver and dispense food, beverages, supplies, and other articles for temporary set ups and portable carts.
H. Provide and clean items required for event water services including, but not limited to: water pitchers, trays, ice, and glasses.
I. Set up and supply the water service for all tables and lecterns during a meeting or event as require by a client.
J. Provide all necessary equipment to properly accept product deliveries as well as transporting products. NOTE: Contractor will not be permitted use of the County's pallet jacks, forklifts, or other vehicles, lifts and carts, except with specific permission of the County.
K. Comply with all OSHA and ADA requirements as well as all federal, state and local laws, regulations and ordinances.
L. Maintain all food service facilities and it spaces occupied in a clean and sanitary condition in accordance with, and consistent with, all applicable rules and requirements of law, pertinent health and sanitation codes, and the requirements of duly authorized
Health Authorities having jurisdiction. The County shall determine acceptable performance levels relative to maintenance and sanitation conditions.

M. Provide a copy of all health inspections to the County within twenty-four (24) hours of completed inspections.

N. Upon request, the Contractor may be asked to assist the County during an adverse situation such as a natural disaster.

O. Operate within the framework of the County Event Schedule. When directed by the County, the Contractor shall provide adequate staff to perform required set-up and removal to accommodate the County for a schedule event. NOTE: Whenever possible, the County will build time periods into the event schedule for Contractor’s set-up and removal of equipment.

A.03 SERVICE REQUIREMENTS
Contractor’s services shall include but not be limited to:
A. Provide services and represent the County in a professional manner.
B. Ensure all food and beverage sales and services are conducted and operated within the rules and regulations provided herein.
C. Operate the spaces designated in the BACC for the services of food and beverage in a manner consistent with convenience and safety of the public and event management during designated County events. These areas may include the kitchen, conference center, north and south hall arena, and lobby concessions.
D. Employ a highly skilled professional, management staff possessing the necessary experience and expertise to provide the overall management of a high-quality catering service.
E. At no time will any employee of the Contractor allow free entrance to the Facility by any person who is not an employee of the Facility, the Contractor or client.
F. Provide catering service requested by the County as part of its in-house (located at BACC) County activities. These will be at a discounted rate and no commission due County. Off-site catering for BACC/Manatee County Government activities may be negotiated.
G. Obtain prior approval by the County of all subcontractors and branding requirements that will operate within the BACC.

A.04 TECHNICAL REQUIREMENTS
Contractor shall adhere to the following technical requirements in the provision of services:
A. Employee Attire
   1. Employees shall be neatly attired in uniforms that clearly and properly identify the catering staff.
   2. All employees shall wear a name identification tag at all times while on duty.
   3. Ensure all employees meet minimum hygiene and appearance standards.

B. Serving of Alcoholic Beverages
   Contractor shall provide the following:
   1. The purchase and sales of alcohol beverages shall be the responsibility of the Contractor.
2. Upon award of the Agreement, provide a statement signed by an Officer of firm on 
company letter stating that Contractor will obtain a 4COP Quota License under 
Chapter 509, Florida Statues, Section 561.20(2)(a)5 Florida Statutes within 60 days 
of award.
3. Monthly reports and supporting documentation to County and/or its 
representative(s) regarding the sales of alcoholic beverages.
4. Solely responsible for exercising prudent and reasonable judgment in the service of 
alcoholic beverages; and
5. Ensure that no alcoholic beverages are sold to minors.
6. Only use personnel with training and experience in the sale of alcoholic beverages.
7. Ensure personnel are supervised by personnel with supervisory experience as well 
as training and experience in the sale of alcoholic beverages.
8. Provide the documented alcohol training of all staff as required to the County.

C. Inventory
The County will provide a limited inventory including small wares, kitchen preparation 
equipment and service equipment as outlined on Exhibit H, Kitchen Inventory List. All 
such equipment will remain the property of the County and shall not be loaned or 
removed from the BACC. No modifications or alterations may be made to such 
equipment without the express written approval of the County.

Food and beverage product and small wares shall be inventoried on a quarterly basis 
by the Contractor and a copy of the inventory results provided to the County within 
five calendar days of the inventory count.

D. Small wares Inventory
The Contractor, at its sole discretion, may utilize existing County small wares 
inventory. Contractor shall be responsible for providing matching small wares, 
flatware, and glassware if the number required is in excess of existing inventory. The 
Contractor shall maintain existing levels of the County small wares inventory 
throughout the Agreement period.

E. Menu and Signage
Contractor shall provide the following:
1. Typed or professionally printed menus. No hand-written menus or signs shall be 
allowed.
2. Post and display all menu items and prices for each permanent and portable-stands.
3. Provide menu boards or graphic signage wherever required, that will convey what 
is offer in a way that’s easily seen, read and understandable.
4. Signs shall be consistent in appearance throughout the BACC, professionally 
produced, and approved by the County prior to displaying.

F. Equipment
The County will provide existing kitchen and food service equipment and small wares 
as is. In the event, the Contractor desires to change or modify the type, location, or 
quantity of such equipment, all expenses shall be borne by the Contractor. The
Contractor shall install and use at the Premises equipment to include, but not limited to:

1. Cash registers, sales slips, invoicing machines, and other automated accounting equipment; or
2. Devices required to accurately record the gross receipts on all sales and provide reporting of such sales by event, by type, by services provided, and any other business transactions made by the Contractor under the Agreement relating to any cash event or operation of the concessions for the County during pre-determined larger events.

G. Kitchen Area
The Contractor will have exclusive rights to the kitchen and concession areas as the in-house event caterer.
The kitchen area may be utilized by the Contractor at an agreed upon rate to be paid to the County for its offsite catering not related to County clients and not subject to any commission payment to the County.

H. Designated Space
The Contractor shall be designated space in the following locations:
1. BACC Receiving Dock Area
2. BACC Kitchen, Kitchen Office and Storage
3. BACC Concession
4. Staff parking spaces at the BACC on a first-come-first serve basis.

I. Maintenance and Clean-up
The Contractor shall:
1. Maintain all equipment and small wares used in performance of its duties in a good state of repair, including maintenance or repair needed by ordinary wear and tear.
2. Be responsible for keeping clean, covered, polished, and in good repair all equipment owned by the County and utilized by the Contractor.
3. Operate all food service related equipment in accordance with manufacturers' recommendations.
4. Maintain all food and beverage service facilities in a clean and sanitary condition in accordance with, and consistent with all applicable rules, demands and requirements of law, pertinent health and other authorities of the State of Florida or department having jurisdiction.
5. Meet with BACC Management on an annual basis to discuss capital needs for consideration for the two-year budget cycle.
6. Maintain on a continuing basis and in a sanitary and clean manner, the receiving dock area where food and beverages are delivered and ensure the dock area is free and clear of any items.
   Note: Dock area cannot be used to store items as it is also utilized by County staff, clients, and County suppliers.
7. Be responsible for the return of all pallets, storage containers, linens and other equipment used in the conduct of operating the food service that belongs to the suppliers.

J. **Financial Transaction**

The Contractor shall invoice the BACC clients and collect payment directly from the clients. Contractor shall provide the County the agreed upon commission percentage of all catered event gross receipts (Gross Receipts shall be defined as all revenues excluding any sales tax). Contractor shall not list this commission percentage on the client invoice as a separate service or facility charge; rather it must be built into the client’s quoted price.

The commission percentage of Gross Receipts shall be paid to the County by the 10th calendar day of each month for the previous month. Payment shall be accompanied by the Summary Statement outlining each catered event along with a copy of the final client paid invoice. Any discrepancies between the summary statement and the client invoice shall be resolved within five (5) days of original submission. Sample Summary Statement Worksheet – Exhibit 3

K. **Audit Compliance**

The Contractor shall participate and comply with any regulatory agency audits, to resolve any internal and external quality assurance and grievance procedures as a result of the services performed

A.05 **PAYMENT CARD INDUSTRY (PCI) PAYMENT COMPLIANCE**

In order to accept credit card payments from clients or event attendees, Contractor must meet the following PCI compliance standards:

1. Must conduct the required security assessments and remain PCI complaint for the term of the Agreement.
2. Must provide verification to the County on an annual basis of its continued compliance with the PCI Security Standards Council.
3. Notify the County within 48 hours of discovery of any security breach.

A.06 **COUNTY REQUIREMENTS**

County staff will be responsible to set guest tables, chairs, risers, stage, and trash cans. County staff will be responsible for the set-up and tear-down of all tables and chairs except those used for food and beverage service and those specifically required by the Contractor for serving and staging.

A. The County will be responsible for the expense associated with, and coordination of, regularly scheduled exterminators to control vermin and pests within kitchen and storage areas. The Offeror may add additional resources at their discretion and expense.

B. **Utilities**

The County shall provide the following utilities:

1. Telephone service
2. Electricity
3. Natural gas
4. Air conditioning, heat, water, and sewer
5. One (1) eight (8) yard dumpster
   Note: The cost of installation, hookups and use for any added utility capacities, telephone services and/or outlets beyond those provided by the County, shall be the responsibility of the Contractor.

END OF EXHIBIT A
EXHIBIT “B”
COMPENSATION SCHEDULE BACC

B.01 For In-House Catering Services: The CONTRACTOR shall remit monthly percentage rate payments to the COUNTY of ten percent (10%) of the total gross receipts less sales taxes, labor and external third-party items of all events (excluding alcohol or vending machine sales, and COUNTY sponsored events whether off-site or in-house).

B.02 For Concession Services: The CONTRACTOR shall remit percentage rate monthly payments to the COUNTY of fifteen percent (15%) of the total gross receipts less sales taxes and labor of all events, including vending machine (not including alcohol or in-house COUNTY sponsored events). Payment shall be paid to the COUNTY by the tenth (10th) business day the following month (due date), with interest accruing after fifteen (15) calendar days. Any discrepancies shall be resolved within five (5) days of original submission.

B.03 For Alcohol Services: The CONTRACTOR shall remit monthly percentage rate payments to the COUNTY of twenty (20%) of the total gross receipts less sales taxes of all events, (not including In-House COUNTY sponsored events). Payment shall be paid to the COUNTY by the tenth (10th) business day the following month (due date), with interest accruing after fifteen (15) calendar days. Any discrepancies shall be resolved within five (5) days of original submission.

B.04 For Off-Site Catering Services: The CONTRACTOR shall remit monthly percentage rate payments to the COUNTY of ten percent (10%) of the total gross receipts less sales taxes, labor and external third-party items of all events of all events prepared at the BACC.

B.05 For CONTRACTOR Self-Promotion Events: The CONTRACTOR shall remit monthly percentage rate payments to the COUNTY of ten (10%) of the total gross receipts less sales taxes, labor and external third-party items of all events. The rental cost for location shall be 75% off the regular rental cost (includes cost for utilities and COUNTY staff on duty).

B.06 For Contractor Off-Site Catering for Non-County Events: The CONTRACTOR shall remit monthly percentage rate payments to the COUNTY of five (5%) of the total gross receipts less sales taxes of all events prepared at the BACC.

B.07 Provisions:

A. Compensation shall remain firm for a minimum of one (1) year period after execution of the agreement. The County has the right to review and negotiate commissions based on revenue data at the end of each fiscal year of the contract execution date.

B. A completed copy of Exhibit I, Summary Worksheet; shall be included with the above monthly payments, along with a copy of the CONTRACTOR’S point of sale (POS) register tap, and final event’s invoices.

C. Any in-house COUNTY sponsored event shall receive a thirty-five percent (35%) discount off the pricing and is excluded from CONTRACTOR’S percentage rate payment to the COUNTY.
D. The COUNTY will waive the equipment rental fee when the CONTRACTOR sets up the serving tables and performs the setting, cleaning, and striking for an in-house event.

E. The CONTRACTOR may use Property staff to set up buffet tables, beverage tables, or any other table needed to provide food service for events at a cost of $18.00 per hour straight labor fee.

F. Catering services funded by Grant monies (and identified as such by the COUNTY) are to be invoiced to the COUNTY. Payment will be processed from the COUNTY (minus appropriate commission).
STATE OF ______________________
COUNTY OF ______________________

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _______ ____________________________, as [INSERT TITLE] __________________________ of [INSERT SUPPLIER NAME] ______________________ (hereinafter "CONTRACTOR"), with full authority to bind CONTRACTOR who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. ____________________________ for ____________________________.

DATED this _____ day of ________________________, _______.

____________________________________
Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of ________________________, 20___, by ________________________, as _______________________ of _________________________. He/she is personally known to me or has produced ________________________ as identification.

____________________________________
Notary Public, State of Florida at Large
Commission No. ______________________
EXHIBIT D  
INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<table>
<thead>
<tr>
<th>STANDARD INSURANCES</th>
<th>REQUIRED LIMITS</th>
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<tbody>
<tr>
<td>1. <strong>Automobile Liability Insurance:</strong></td>
<td>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</td>
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<td>• $1,000,000 Combined Single Limit; OR</td>
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<td></td>
<td>• $500,000 Bodily Injury and $500,000 Property Damage</td>
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<td></td>
<td>• $10,000 Personal Injury Protection (No Fault)</td>
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<tr>
<td></td>
<td>• $500,000 Hired, Non-Owned Liability</td>
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<td></td>
<td>• $10,000 Medical Payments</td>
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<td></td>
<td><em>This policy shall contain severability of interests’ provisions.</em></td>
</tr>
</tbody>
</table>

| 2. **Commercial General Liability Insurance:** *(Per Occurrence form only; claims-made form is not acceptable)* | Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than: |
| | • $1,000,000 Single Limit Per Occurrence |
| | • $2,000,000 Aggregate |
| | • $1,000,000 Products/Completed Operations Aggregate |
| | • $1,000,000 Personal and Advertising Injury Liability |
| | • $50,000 Fire Damage Liability |
| | • $10,000 Medical Expense, and |
| | • $1,000,000, Third-party Property Damage |
| | • $____ Project Specific Aggregate (Required on projects valued at over $10,000,000) |
| | *This policy shall contain severability of interests’ provisions.* |

| 3. **Employer’s Liability Insurance** | Coverage limits of not less than: |
| | • $100,000 Each Accident |
| | • $500,000 Disease Each Employee |
| | • $500,000 Disease Policy Limit |
| 4. **Worker’s** | Coverage limits of not less than: |
| | • Statutory workers’ compensation coverage shall apply for all |
Compensation Insurance employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

☐ US Longshoremen & Harbor Workers Act Coverage

☐ Jones Act Coverage

Should ‘leased employees’ be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers’ Compensation coverage and Employer’s Liability coverage for all personnel on the worksite and in compliance with the above Workers’ Compensation requirements.

NOTE: Workers’ Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

**OTHER INSURANCES**

<table>
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<tr>
<th>REQUIRED LIMITS</th>
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<tbody>
<tr>
<td><strong>5. Aircraft Liability Insurance</strong></td>
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</tbody>
</table>

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County’ a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- $_____ Each Occurrence Property and Bodily Injury with no less than $100,000 per passenger each occurrence or a ‘smooth’ limit.
- $_____ General Aggregate

| **6. Unmanned Aircraft Liability Insurance (Drone)** |

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County’ a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- $_____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- $_____ General Aggregate

| **7. Installation Floater Insurance** |

When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

| **8. Professional Liability and/or Errors and Omissions** |

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:
| (E&O) Liability Insurances | • $1,000,000 Bodily Injury and Property Damage Each Occurrence  
• $2,000,000 General Aggregate |
|---|---|
| **9. Builder’s Risk Insurance** | When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:  
• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed  
• The policy shall not carry a self-insured retention/deductible greater than $10,000  
Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable. |
| **10. Cyber Liability Insurance** | Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:  
• $____ Security Breach Liability  
• $____ Security Breach Expense Each Occurrence  
• $____ Security Breach Expense Aggregate  
• $____ Replacement or Restoration of Electronic Data  
• $____ Extortion Threats  
• $____ Business Income and Extra Expense  
• $____ Public Relations Expense  
NOTE: Policy must not carry a self-insured retention/deductible greater than $25,000. |
| **11. Hazardous Materials Insurance (As Noted)** | Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.  
All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:  
• **Pollution Liability**  
  • Amount equal to the value of the contract, subject to a $1,000,000  
• $____ Pollution Liability  
• $____ Pollution Expense Each Occurrence  
• $____ Pollution Expense Aggregate  
• $____ Retention or Restoration of Electronic Data  
• $____ Extortion Threats  
• $____ Business Income and Extra Expense  
• $____ Public Relations Expense  
NOTE: Policy must not carry a self-insured retention/deductible greater than $25,000. |
minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

- **Asbestos Liability (If handling within scope of Contract)**
  - Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

- **Disposal**
  
  When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.
  
  - Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
  
  - Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

<table>
<thead>
<tr>
<th>12. <strong>Hazardous Waste Transportation Insurance</strong></th>
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<tbody>
<tr>
<td>CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</td>
</tr>
<tr>
<td>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</td>
</tr>
<tr>
<td>- Amount equal to the value of the contract, subject to a $1,000,000 minimum, per accident.</td>
</tr>
</tbody>
</table>

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<tr>
<th>13. <strong>Liquor Liability Insurance</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</td>
</tr>
<tr>
<td>- $1,000,000 Each Occurrence and Aggregate</td>
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<thead>
<tr>
<th>14. <strong>Garage Keeper’s Liability Insurance</strong></th>
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<tbody>
<tr>
<td>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</td>
</tr>
<tr>
<td>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</td>
</tr>
<tr>
<td>- Property and asset coverage in the full replacement value of the lot or garage.</td>
</tr>
</tbody>
</table>
| 15. Bailee’s Customer Liability Insurance | Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR’S care, custody and control. |

| 16. Hull and Watercraft Liability Insurance | Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- $ Each Occurrence
- $ General Aggregate
- $ Fire Damage Liability
- $10,000 Medical Expense, and
- $ Third-party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000) |

| 17. Other [Specify] |  |

## BOND REQUIREMENTS

| 1. Bid Bond | A Bid Bond in the amount of $ or % of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. |

In lieu of the bond, the bidder may file an alternative form of security in the amount of $ or % of the total offer. in the form of a money order, a certified check, a cashier’s check, or an irrevocable letter of credit issued to Manatee County.

NOTE: A construction project over $200,000 requires a Bid Bond in the amount of 5% of the total bid offer. |
2. □ Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.

NOTE: A construction project over $200,000 requires a Payment and Performance Bond.

[Remainder of page intentionally left blank]
INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

a. “Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to: Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

b. The CONTRACTOR's insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.

c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy’s renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.
In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

c. The project’s solicitation number and title shall be listed on each certificate.

d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.

e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract period and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.

h. It is the CONTRACTOR’S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR’s deductible or self-insured retention and to require that it be reduced or eliminated.

III. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY’S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR’S obligation to provide and maintain the insurance coverage specified.

IV. The enclosed Hold Harmless Agreement shall be signed by the CONTRACTOR and shall become a part of the contract.
V. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY’S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award. The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement within ten (10) calendar days will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best’s Key Guide, latest edition. Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as “A-” or better by Best’s Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to “Manatee County, a political subdivision of the State of Florida”, within ten (10) calendar days after issuance of notice of intent to award.

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.
Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]
INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of intent to Award.

Offeror Name: Puff 'n Stuff Catering  Date: 2/28/2019

Signature
(Authorized Official):

Printed Name/Title: Warren Dietel, CEO & Owner

Insurance Agency: Insurance Office of America

Agent Name: Theresa Fenwick  Agent Phone: 407-998-4298

Return this signed statement with your offer.
EXHIBIT E
PROPOSAL RESPONSE TO RFP NO. 19-R070967AJ

Proposal response to RFP No. 19-R070976AJ submitted by Puff ‘N Stuff is hereby incorporated into the Agreement by this reference.
EXHIBIT F

FEDERAL GRANTS SPECIAL CONDITIONS

Proposal response to RFP No. 18-R070967AJ Federal Grants Form 1, Form 2 Form 3 and Form 4 submitted by Puff ‘n Stuff is hereby incorporated into the Agreement by this reference.
1. Payments shall remain firm for the first twelve (12) month base AGREEMENT term. Compensation after the annual anniversary date may be renegotiated by either party which may include the adjustment of the percentage rate paid to the COUNTY on total gross of all sales less sales tax on revenue, a lump sum monthly payment or a combination of both, or any revised compensation.
**EXHIBIT H**  
**KITCHEN INVENTORY**  
**BRADENTON AREA CONVENTION CENTER**

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<td>Prep Tables 10’x30”</td>
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<tr>
<td>7</td>
<td>Speed racks</td>
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<tr>
<td>1</td>
<td>Oven-gas 30” with 25” griddle</td>
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<tr>
<td>1</td>
<td>Oven-gas 30” with 6 gas burners</td>
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<td>4</td>
<td>Oven-gas snorkel convection</td>
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<td>Tile skillet</td>
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<td>Cooler, walk-in</td>
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