

**AGREEMENT No. B-16-110 EMERGENCY FOOD & SUPPLY SERVICES  
BETWEEN THE TOWN OF DAVIE AND  
CHEF MINUTE MEALS, INC.**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between **Chef Minute Meals, Inc.**, a corporation organized in the **State of Delaware** and existing under the laws of the **State of Tennessee**, having its principal office at **881 Mountain View Dr. Piney Flats, TN 37686** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive, Davie Florida 33314 (hereinafter referred to as the "Town"),

**WITNESSETH:**

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposal (RFP) No. B-16-110**, which includes the General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

**WHEREAS**, the Contractor has submitted a written proposal on **06/21/2016**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

**WHEREAS**, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Proposal Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms of the Request for Proposal, which includes General Terms and Conditions of Request for Proposal, Specifications, Proposal Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Request for Proposal, Proposal Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
4. The Town agrees to make payment in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached

hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence on Award Date and expire on Close Date unless Contractor is otherwise notified by the Town. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 18 day of August, 2016.

CHEF MINUTE MEALS, INC.

By: [Signature]  
(Signature)

Name: Christina Carter  
(Print)

Title: Director of Bid Contracts

Date: 8/18/16

By: \_\_\_\_\_  
Mayor Judith Paul

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

Attest: \_\_\_\_\_  
Evelyn Roig, Town Clerk

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
John Rayson, Town Attorney

Attest: [Signature]  
Corporate Seal/Notary Public  
My Comm. Exp. 3/30/19  
Corporate Seal/Notary Seal



TOWN OF DAVIE