

January 8, 2019

### **ADDENDUM 1 – RFP L-19-01**

The Harford County Public Library has issued an addendum in regard to Request for Proposal L-19-01 Catering Services for the HCPL Foundation's Annual Gala. This addendum consists of: all questions posed in regard to the RFP, the sign in sheet for the pre-bid walkthrough which occurred December 18, 2018, the floor plan of the 2018 gala and a copy of the 2018 RFP and agreement with the selected vendor, Chef's Expressions.

Please be advised acknowledgement of any and all addenda must be made when submitting your proposal.

**Q1. How many bars do you typically set up for the event?**

A1. Single sided VIP Bar, Single Sided Garden Bar, Four sided Main Bar, 3 Sided Bourbon Bar which is staffed by volunteers however glassware and ice will still need to be provided by the caterer.

**Q2. Is this a full open bar or just beer and wine?**

A2. Full Open Bar.

**Q3. I see that desserts are provided by another vendor, is the selected caterer responsible for serving them?**

A3. Dessert vendor will staff this station; however plates and napkins will need to be provided by the caterer.

**Q4. For the Pricing portion of the proposal it shows that the section is worth 25 and 30 points. Can you confirm that it is worth 25 points?**

Q4. Section F.3.3 has been corrected to reflect the maximum points total for Price is 25.

**Q5. The RFP explains that disposable serving pieces should not be used. Should all plates be china, cutlery be silverware and all beverage ware be glass? I just want to clarify whether disposables are expected for any part of service.**

A5. Napkins would be the only disposable item.

Matthew Smith  
Purchasing Manager, Harford County Public Library  
1221-A Brass Mill Road  
Belcamp, MD 21017  
smithma@HCPLonline.org

***RFP L-19-01 Catering Service for HCPL Foundation Annual Gala - Onsite Meeting December 18, 2018***

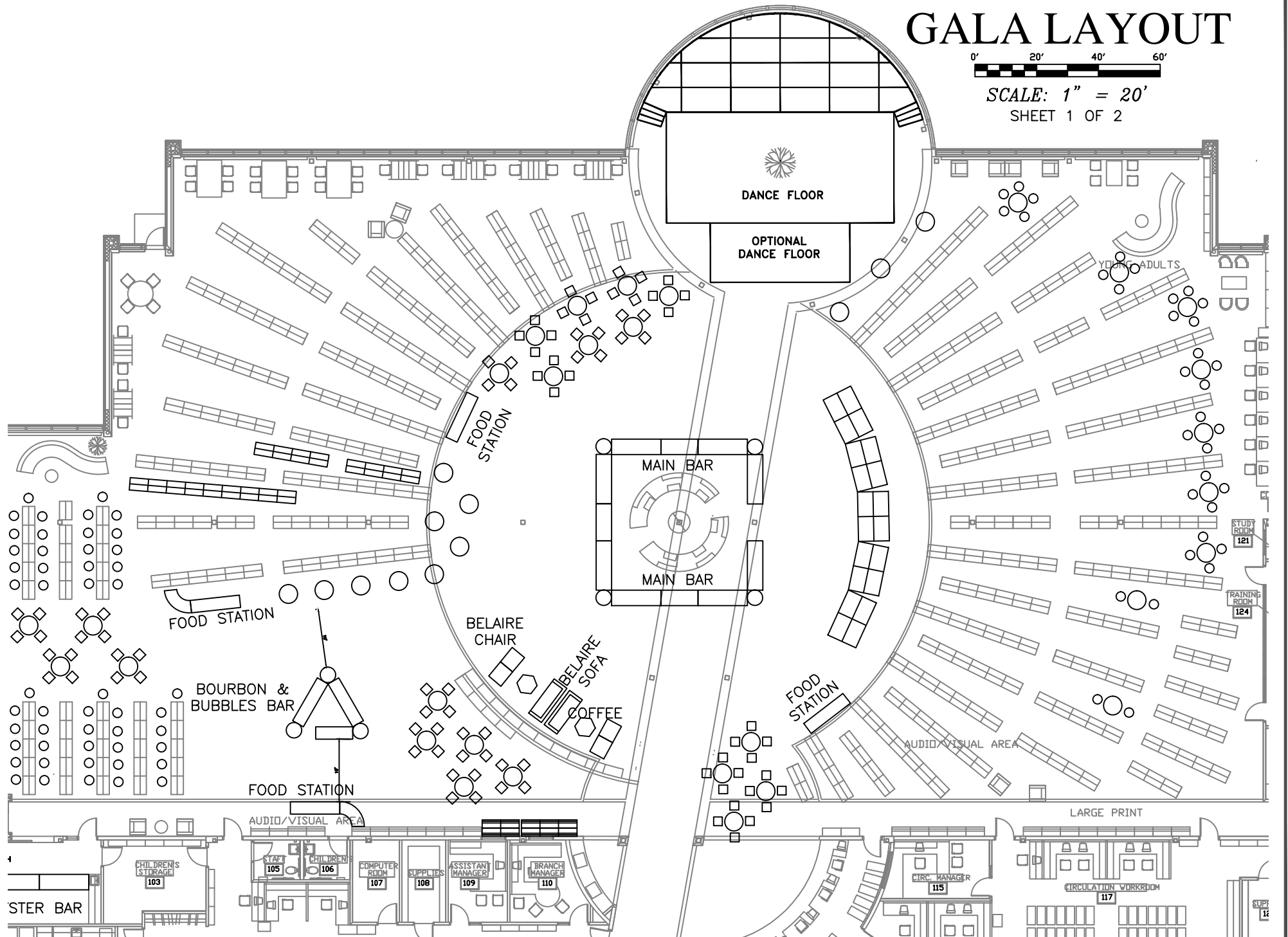
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# GALA LAYOUT



SCALE: 1" = 20'

SHEET 1 OF 2





# GALA LAYOUT



SCALE: 1" = 20'  
SHEET 2 OF 2



**REQUEST FOR PROPOSAL  
ADMINISTRATION OFFICE**

**CATERING SERVICES FOR HARFORD COUNTY PUBLIC  
LIBRARY FOUNDATION'S ANNUAL GALA**

**RFP NO. L-18-04  
December 13, 2017**

**Harford County Public Library  
Matthew Smith, Purchasing Manager  
1221-A Brass Mill Road  
Belcamp, MD 21017  
(p) 410-273-5600, ext. 6548  
(f) 410-273-5606  
smithma@[hcplonline.org](http://hcplonline.org)**

# **REQUEST FOR PROPOSAL**

## **CATERING SERVICES FOR HARFORD COUNTY PUBLIC LIBRARY FOUNDATION'S ANNUAL GALA**

RFP NO. L-18-04

**PROPOSALS ARE DUE BY January 17, 2018 AT 1:00 P.M.**

PROPOSALS RECEIVED AFTER 1:00 PM ON JANUARY 17, 2018 WILL BE  
RETURNED UNOPENED

QUESTIONS CONCERNING THIS SOLICITATION MUST BE FAXED OR E-  
MAILED NO LATER THAN THE CLOSE OF BUSINESS ON  
JANUARY 5, 2018.

### **SUBMIT ORIGINAL PROPOSALS TO:**

**HARFORD COUNTY PUBLIC LIBRARY  
ADMINISTRATION OFFICE, PROCUREMENT DEPARTMENT  
1221 A BRASS MILL ROAD  
BELCAMP, MARYLAND 21017**

# ***Request For Proposal Catering Services for the HCPL Foundation's Annual Gala***

## ***A. Introduction***

Harford County Public Library is an 11 branch system with a separate administrative office and two outreach vehicles serving a growing, diverse community of approximately 250,000 residents in northeast metropolitan Baltimore. In fiscal year 2017, the Library circulated more than 4.6 million items and handled more than 473,000 information/reader assistance requests, utilizing a collection of approximately 1,000,000 volumes, online databases, and the worldwide web. The Library also offers an extensive array of downloadable and streaming audio/video products (movies, television shows, music albums and audio books). Daily operations are performed by a staff complement of 241 full-time equivalents. HCPL has been the recipient of numerous awards including Innovator of the Year and Library Journal's Star Library.

In 2000 the HCPL Foundation was launched to cultivate support and raise funds to enhance current library programs and support new initiatives. The Foundation is a viable example of a public - private partnership in action. Harford County residents have a well-respected, innovative library system that is responsive to community needs.

The HCPL Foundation is a tax exempt organization, Federal Tax ID: 23-2987712. Further information regarding the Foundation can be found at <https://hcplonline.org/foundation.php>

## ***B. Purpose***

This Request for Proposal is to solicit proposals from qualified catering companies to provide food and service at the 14<sup>th</sup> annual HCPL Foundation Gala. The event will take place October 13<sup>th</sup>, 2018 at the Abingdon Library located at 2510 Tollgate Rd, Abingdon, MD 21009.

It is anticipated that 800 attendees will attend the Gala which will begin at 6:00PM and end at 11:00PM. A reception for sponsors of the event will be held from 6:00 PM to 7:00 PM with an anticipated 300 guests in attendance. The proceedings will open to ticket holders at 7:00 PM. A final head count will be confirmed no later than September 28, 2018.

The proposed menu should feature a French themed cuisine and should reflect of the innovative spirit of HCPL.

## ***C. Submission of Proposal***

Bidders are requested to submit one (1) original and four (4) copies of their proposals by 1:00 PM, local time, January 17, 2018. Any proposal not received by the due date will be returned unopened. Any questions requiring clarification of bid submission should be directed to Matthew Smith, Purchasing Manager, in writing, via email ([smithma@hcplonline.org](mailto:smithma@hcplonline.org)) or fax 410-273-5606.

The Bidder shall submit their proposal to:

Harford County Public Library  
Administrative Office  
Procurement Department  
1221A Brass Mill Road  
Belcamp, Maryland 21017  
Attention: Matthew Smith  
Purchasing Manager  
*RFP No. L-18-04 Gala Catering*

The deadline for questions is January 5, 2018. Any questions proposed after this date will not be answered. Any questions posed will be answered via an addendum and all participants will receive a copy of this addendum no later than January 8, 2018.

Any conditions which the bidder wishes to stipulate other than those included in this RFP must be specifically stated in writing in the bidder's cover letter. If the bidder cannot accept a provision of the RFP, it must so state. Any supporting literature that the bidder wants to include should be placed in an appendix.

All materials, documents, processes, reports, data and information generated from this project are the property of HCPL.

NOTE: EACH OFFEROR MUST SUBMIT AS PART OF THEIR PROPOSAL THE COMPLETED PROPOSAL AFFIDAVIT (PAGES 9 -12). FAILURE TO SUBMIT THIS DOCUMENT WILL CAUSE THE PROPOSAL TO BE REJECTED.

#### ***D. Schedule***

RFP L-18-04 Posted:	December 13, 2017
Onsite Walkthrough:	January 2, 2018 9:00 AM
Questions Due:	January 5, 2018
Addendums Posted, if necessary:	January 8, 2018
Proposals Due:	January 17, 2018 1:00 PM local time
Award Made:	January 26, 2018
Date of Gala	October 13, 2018 6:00 PM - 11:00PM

An onsite meeting will occur January 2, 2018 at 9:00 AM at the Abingdon branch of the Harford County Public Library. The branch is located at 2510 Tollgate Rd., Abingdon, MD 21009. Should this meeting be canceled the makeup date is January 4, 2018 at 9:00 AM. Should the alternate date be necessary notice will be provided by HCPL.

If you plan to attend please email Matthew Smith, Purchasing Manager, [smithma@hcplonline.org](mailto:smithma@hcplonline.org), to confirm.

While participation in the onsite meeting is not mandatory it is highly recommended so an understanding of the working environment may be understood.



## ***E. Scope of Work***

The Scope of Work can be found as Attachment A on Page 13 of this RFP.

## ***F. Evaluation and Selection Criteria:***

### **F.1 Evaluation Committee**

HCPL has established an evaluation committee who will review and score each proposal for adherence to the requirements in accordance with the criteria as described below. The committee will consist of the Chief Executive Officer, Foundation Director, Foundation Specialist and the Purchasing Manager.

### **F.2 Evaluation Criteria**

A complete proposal is considered a submission in which all information as requested by HCPL has been supplied, areas requiring a signature have been acknowledged and all documentation requested has been submitted per the terms of this RFP. Any proposal found to be missing any item requested in this RFP will be considered incomplete and disqualified.

Categories and their weights are described under Section F.3.

HCPL reserves the right to award all or part of the project based solely on the best interest of HCPL as determined by the Library's CEO.

### **F.3 Requirements of the Proposal**

To be considered as complete proposal submissions shall state the caterers understanding of the event by preparing a proposal which includes all specifications as outlined in Attachment 1 of this RFP.

#### **F.3.1 Menu**

**(30 points)**

HCPL is requesting an innovative menu inspired by and consisting of French cuisine and comfort food. While the menu proposed will not be definitive it should reflect the spirit of France. Because the Gala is not a seated event but an upscale cocktail party the menu is to consist of small plate items, hors d'oeuvres and a snack for guests at the close of the event.

Beverages and dessert items will be donated and provision of such will not be the responsibility of the selected caterer.

**F.3.2      Timeline      (30 points)**

Each proposal must include a timeline of events leading up to and including for the day of the Gala. To be considered a complete timeline the proposal will indicate when preparations for the event will take place. This will include staffing, food preparation, food distribution, cleanup and other information as found necessary for scheduling by the caterer.

By providing a timeline the caterer will show HCPL they have a realistic picture for the execution of a successful event.

**F.3.3      Price      (25 points)**

Pricing is to be provided using the itemized list on Attachment 2 of this RFP. Please be advised HCPL will seek donations toward the Gala, including food. HCPL and the chosen caterer will work together to determine the food and/or supplies necessary.

The committee will award the full 30 points available to the lowest price proposed. Higher-priced proposals will receive a lower score, prorated from the lowest proposal's score.

**F.3.4      References, Qualifications and Experience      (15 points)**

No less than three (3) references are to be provided by clients served by the bidder within the past two (2) years. Proposals should state in a concise manner the caterer's qualifications and experience in staffing and servicing an event of this size and scope.

Experience in catering an event without a commercial kitchen should also be described.

## ***G. Basis of Award***

The firm with the highest score will be recommended for award.

HCPL reserves the right to cancel this RFP at any time after issuance, to reject, in whole or in part, any and all offers received, to waive minor technicalities in proposals, and to negotiate with responsible offers in any manner necessary to serve its best interests.

Any necessary additions or corrections to this RFP will be made by addenda, and issued to all offerors of record. Addenda will become part of the RFP and must be acknowledged by each offeror; failure to acknowledge any addenda shall not relieve offerors of compliance with the terms thereof. HCPL assumes no responsibility for oral instructions.

HCPL may request offerors to make oral presentations of their qualifications, and to substantiate any portions of proposals submitted. The Procurement Department will schedule such presentations.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to satisfy the requirements of this RFP.

Offerors are responsible for proposal preparation and submission costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions.

By submitting a proposal in response to this RFP, the offeror accepts the terms and conditions set forth herein, unless stated otherwise.

HCPL may require offerors to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The Library may make such investigation as it deems necessary to determine the offeror's responsibility.

HCPL reserves the right to accept the best written proposal without further discussions, and may do so; thus, offerors should ensure that the initial proposals are both complete and competitively priced.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

The laws of Harford County and the State of Maryland, and where applicable, federal laws and regulations, will govern the contract awarded pursuant to this RFP.

HCPL maintains the right to delete or insert tasks in the scope with appropriate changes in cost.

## ***H. Proposal Content***

To be considered as a complete submission respondents are required to present:

- A cover letter providing a brief description of the vendor including name, address, telephone number and e-mail of principal contact person.
- A statement of understanding the scope of work as described in this RFP and any exclusions or exceptions of the RFP. Note any parts of the proposal that is beyond the expertise of the bidder.
- Vendors are welcome to provide additional documentation that may assist HCPL in the selection process.
- Complete pricing sheet (Attachment B.)
- Completed signatures where requested.

- Acknowledgement of any addenda created.
- Documentation of Harford County Catering license and insurance.

NOTE: HCPL will not reimburse costs of preparing the proposals.

## BID FORM

The undersigned, duly authorized to bind the named firm, agrees, upon receipt of acceptance of this proposal within 14 (fourteen) calendar days, to proceed to execute the contract in accordance with the proposal as accepted.

Signature \_\_\_\_\_

Type/Print Name \_\_\_\_\_

Title \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Mailing Address (if different from Street address)

\_\_\_\_\_  
Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

If corporation, place corporate seal beside signature and state:

Name of President \_\_\_\_\_

Name of Secretary \_\_\_\_\_

Under laws of what state incorporated \_\_\_\_\_

Acknowledgement of Addenda (if applicable)

#1 \_\_\_\_\_

date

#2 \_\_\_\_\_

date

#3 \_\_\_\_\_

date

## PROPOSAL AFFIDAVIT

### A. AUTHORIZED REPRESENTATIVE

#### I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (name of business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

### B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

#### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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### C. AFFIRMATION REGARDING DEBARMENT

#### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

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#### **D. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

##### **I FURTHER AFFIRM THAT:**

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, *et seq.*, of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

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#### **E. AFFIRMATION REGARDING COLLUSION**

##### **I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or offer is submitted.

#### **F. FINANCIAL DISCLOSURE AFFIRMATION**

##### **I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### **G. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

##### **I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 15, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

## **H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

### **I FURTHER AFFIRM THAT:**

- (1) The business named above is a (Check one) \_\_\_\_ Maryland (domestic) corporation  
\_\_\_\_ foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

## **I. CONTINGENT FEES**

### **I FURTHER AFFIRM THAT:**

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

## **J. ACKNOWLEDGEMENT**

### **I ACKNOWLEDGE THAT:**

This Affidavit is furnished to the Purchasing Manager and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

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

By \_\_\_\_\_  
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN): \_\_\_\_\_



**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**RFP L-18-04**

- Food service is to be available from 6:00 PM – 11:00 PM.
- The format is hors d’oeuvre/small plate. Service should include a combination of food stations and heavy tray service.
- Upon the closing of the bar at 10:30 a simple “to go” snack should be made available to the guests as they leave the Gala
- Pricing is to also include staffing for bussing and kitchen/food -related clean up.
- Desserts and beverages will not be the responsibility of the chosen caterer.
- Pricing must include necessary plates/serving pieces and silverware.
- Tables and linens will be provided by HCPL.
- Please submit pricing as seen on Attachment 2.
- Menu should also include gluten-free and vegetarian options.
- All food items which may cause potential allergy issues are to be labeled as such.
- While a kitchenette is located at the library it is not equipped to handle an event this size. An appropriate amount of temporary kitchen spaces and a refrigerated truck is mandatory.
- Proposing caterers must have a current or valid Harford County Catering License.

**ATTACHMENT B**  
**PRICING AND STAFFING**  
**RFP L-18-04**

Potential staffing for:

- Front of the House/Kitchen \_\_\_\_\_
- Managers \_\_\_\_\_
- Cooks \_\_\_\_\_
- Servers \_\_\_\_\_
- Porters \_\_\_\_\_
- Bartenders \_\_\_\_\_

Total Cost of:

- Food Product \$\_\_\_\_\_
- Food Preparation \$\_\_\_\_\_
- Disposables \$\_\_\_\_\_
- Administration Fee \$\_\_\_\_\_
- Setup \$\_\_\_\_\_
- Staffing \$\_\_\_\_\_
- Bar Setup & Bartenders \$\_\_\_\_\_
- Total Cost of the Event \$\_\_\_\_\_



## CONTRACT

**Event ID:** 10391  
**Event:** 14th Annual HCPL Foundation Gala  
**Date:** 10/13/2018  
**Time:** 06:00 PM - 11:00 PM  
**Guest:** 800  
**Location:** Abingdon Library

**Customer:** Matthew Smith  
2510 Tollgate Road  
Abingdon - MD 21009  
DNK

## STAFFING

### 44 Catering Staff Billing

*This includes event a 3 hour event set-up and 1 hour break-down. The recommended service for your event is as follows:*

- 1 Team Supervisor
- 22 Servers
- 10 Bartenders
- 2 Head Chefs
- 8 Kitchen Chef
- 1 Event Coordinator

## OTHER ARRANGEMENTS

**The following items are included in your price:**

*Chef's Expressions Custom Designed Menu at \$36.16 per person based on 800 Adults, \$18 per person based on 0 Children, \$28 per person based on 0 Vendors, Service Staff for your 5 hour Corporate Event, White Ceramic or Gold Rimmed China, Polished Silver Service, Cut Glass Stemware, and all necessary Kitchen, Bar and Coffee Equipment. An Event Coordinator will be available to assist you with all the details of your event.*

**18% gratuity will be added to food, equipment and beverages.**

*This fee has been waived as a courtesy to you. All gratuities are left to the discretion of the Host.*



## CONTRACT

**Event ID:** 10391  
**Event:** 14th Annual HCPL Foundation Gala  
**Date:** 10/13/2018  
**Time:** 06:00 PM - 11:00 PM  
**Guest:** 800  
**Location:** Abingdon Library

**Customer:** Matthew Smith  
2510 Tollgate Road  
Abingdon - MD 21009  
DNK

**EMERGENCY SERVICES:** In case of an emergency that requires immediate changes or additions to the Services, if the Customer and/or Contact is not readily available for consultation, Chef's Expressions shall use its own discretion regarding the providing of such necessary services, and shall give Customer notice thereof as soon as reasonably practical. Customer shall be invoiced for such services.

**LATE FEES; COLLECTION COSTS:** Any payment not received on or before the due date therefore shall accrue interest at the rate of one and one half percent (1.5%) per month. If Chef's Expressions undertakes collection or enforcement efforts with respect to any payment due hereunder, Customer shall be liable for, and shall reimburse Chef's Expressions for, all reasonable costs of collection including, without limitation, reasonable attorneys' fees and court costs.

**LIMITATION OF LIABILITY:** Chef's Expressions' liability under this Contract, whether under warranty, tort, contract or otherwise, shall be limited to payments actually received by Chef's Expressions from the Customer with respect to the Event. Chef's Expressions shall not be liable for special, indirect, incidental or consequential damages of any kind under any circumstance.

**ASSIGNABILITY:** This Contract may not be assigned by the Customer.

**INDEMNIFICATION:** Customer agrees to indemnify and hold Chef's Expressions harmless from, and pay, all claims, liabilities, damages, injuries, amounts paid in settlement, fines, penalties, costs and/or expenses (including, without limitation, all legal and accounting expenses and the costs of expenses of enforcing this Contract and in collecting any amounts due under this Contract) (collectively, "Losses") arising from or in connection with the Event. Should any Losses occur, such charges shall be the sole responsibility of the Customer. Losses expressly include damages resulting from breaches by third parties and vendors.

**GOVERNING LAW:** This Contract shall be construed in accordance with the laws of the State of Maryland.

**MINOR CLAIMS:** Any controversy or dispute arising out of or related to this Contract for damages in the amount of Thirty Thousand Dollars (\$30,000.00) or less ("Minor Claims") shall be filed in the District Court for Baltimore County, Maryland. In connection with Minor Claims, each party hereto irrevocably (a) submits to the exclusive jurisdiction of the District Court of Baltimore County, Maryland, and (b) waives any objection which s/he may have at any time relating to this jurisdiction and venue specification.

**LARGE CLAIMS:** Any controversy or dispute arising out of or related to this Contract for damages in an amount which exceeds Thirty Thousand Dollars (\$30,000.00) ("Large Claims") shall be filed in the Circuit Court for Baltimore County, Maryland. In connection with Large Claims, each party hereto irrevocably (a) submits to the exclusive jurisdiction of the Circuit Court of Baltimore County, Maryland, and (b) waives any objection which s/he may have at any time relating to this jurisdiction and venue specification.

**WAIVER OF JURY TRIAL:** EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

**DEFAULT:** In the event that Customer defaults in any of its obligations herein, Chef's Expressions may, at its option, commence a legal action for damages. In the event that it becomes necessary for Chef's Expressions to institute legal proceedings to enforce its rights pursuant to this Contract, Chef's Expressions shall be entitled to recover attorneys' fees and legal costs and interest from the Customer. Failure of Chef's Expressions to exercise its rights after a default will not operate as a waiver of Chef's Expressions' rights.

**ENTIRE AGREEMENT; INVALIDITY:** This Contract constitutes the entire agreement between the parties and shall not be supplemented, modified or amended unless executed in writing by both parties. Every term of this Contract is enforceable to the fullest extent permitted by law. If any term of this Contract is determined to be unenforceable in whole or in part, the provision will be deemed modified in the most minimal manner so as to make it enforceable, and the remainder of this Contract shall not be affected.

**MISCELLANEOUS:** The headings of the various sections of this Contract are provided for convenience only and will not affect the construction or interpretation hereof.

Time shall be of the essence with respect to all dates and time periods set forth or referred to in this Contract.

Chef's Expressions is in no way responsible for failure to provide services due to strikes, floods, fires, severe snow storms, power failure, location unavailability, or acts of God.

This Contract may be executed in two (2) or more counterparts, each of which shall be deemed to be an original copy of this Contract for all purposes and all of which, when taken together, shall be deemed to constitute one (1) and the same instrument.

9526 Deereco Rd Timonium, MD 21093	410.561.2433	Fax 410.561.1553	01/16/2018
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**ATTACHMENT B**  
**PRICING AND STAFFING**  
**RFP L-18-04**

Potential staffing for:

☐ Front of the House/Kitchen – 44 Team Members

☐ Managers – 3 Managers

☐ Cooks – 10 Chefs

☐ Servers - 22 Servers

☐ Bartenders - 10 Bartenders

Total Cost of:

☐ Food Product \$7,231.91

☐ Food Preparation \$21,695.74

☐ Disposables \$4,095

☐ Administration Fee \$0.00

☐ Setup \$ Inclusive of Staffing & Bar Setup

☐ Staffing \$10,687.95

☐ Bar Setup & Bartenders \$3591.00

☐ Total Cost of the Event \$47,301.60