

BALTIMORE

OFFICE OF PROMOTION & THE ARTS

2012 FESTIVAL SEASON REQUEST FOR PROPOSALS: CATERING

| | | |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Event | Artscape – 31st Annual | Baltimore Book Festival – 17th Annual |
| Dates | July 20, 21 & 22, 2012 | September 28, 29 & 30, 2012 |
| Hours | Friday & Saturday, 11am-9pm; Sunday 11am-8pm | Friday & Saturday, 12-8pm; Sunday 12-7pm |
| Admission | Free | Free |
| Description | The festival features 150+ artists, fashion designers and craftspeople; visual art exhibitors, outdoor sculpture; live concerts; a full schedule of performing arts including dance, opera, theater, fashion, film; family events and hands-on projects; and a delicious, international menu of food and beverage available throughout the site. | The festival features 200+ author appearances and book signings; 100 exhibitors and booksellers; non-stop readings and panel discussions; cooking demos; poetry readings and workshops; panel discussions; walking tours; storytellers and hands-on projects for kids; street theater; live music; and a delicious variety of food, beer and wine. |
| Attendance | 350,000+ people | 55,000+ people |
| Website | www.artscape.org | www.baltimorebookfestival.com |
| Video Recap 2011 | http://youtu.be/T_PAfIDL4LA | http://youtu.be/i5vXQed674o |
| RFP | The Baltimore Office of Promotion & The Arts, Inc. (BOPA), the non-profit organization that produces Artscape (on behalf of Baltimore's Festival of the Arts, Inc.) and the Baltimore Book Festival, seeks proposals from qualified companies to provide catering for the 2012 festival season. | |
| Services | The Company will be responsible for catering several areas of the festival including the Main Stage, staff commissary and VIP areas for Artscape and the Author Hospitality area for the Baltimore Book Festival. | |
| Specs | See attached. Specs are based on last year's festival needs. Be prepared for specs to change as the festival nears. | |
| Proposal | <p>There is no maximum proposal length. Proposals should be kept to the minimum length required to address the requirements of the RFP. Proposals must include the attached cover sheet and the following elements:</p> <ul style="list-style-type: none"> • "All Inclusive" price per person for each area (to include staffing, linens, utensils, etc). • The "bottom line" price (i.e. Grand Total). This price should include all components needed to complete the job. Some examples are, but not limited to: travel, pick up/delivery, environmental fees, forklift, radios, insurance, meals, etc. BOPA does not provide any auxiliary items. The company should be prepared to provide such items and list what is included in their proposal. <u>Please Note:</u> the festival provides all tables and chairs for seating for our guests (caterer provides linens). • A creative menu (to include vegetarian and healthy options) for each meal/area within the suggested budget. • At least three references, preferably from large-scale outdoor events. • Discussion of availability for a non-profit discount. | |

keb.87-1.23.12

7 EAST REDWOOD STREET SUITE 500 BALTIMORE MD 21202
 tel: 410.752.8632 fax: 410.385.0361 web: WWW.PROMOTIONandARTS.COM
 STEPHANIE RAWLINGS-BLAKE, MAYOR

BALTIMORE

OFFICE OF PROMOTION & THE ARTS

When preparing a proposal, it is important to remember that BOPA/BFAI is a 501(c)3, non-profit organization whose mission is to keep its events FREE and open to the public. While we aim to make our events a positive experience for those working and attending, we want our partners to have realistic expectations for the festival weekend, and understand our unique environments:

- Please keep in mind, that due to budget restrictions, BOPA can't provide crew amenities that you may receive at other venues, such as festival t-shirts, meals, free parking for personal vehicles (crew working the event) and an indoor location for meetings/breaks/deployment/storage of personal belongings, etc. If any of these amenities are in fact necessary for your business to operate, they must be fully presented in the proposal and/or initial quote phase.
- BOPA will work with vendor to park production vehicle(s) in areas close to where work is being done.
- BOPA events take place rain or shine. Your crew should be properly attired and prepared to work in heat, humidity, rain and other outdoor elements.
- Both festivals are held on city streets. The street closure schedule is designed to make a minimal impact on area residents and businesses, leaving a small window of time for setup and breakdown - long hours are a must and your crews should be up for the challenge.

Award

The award of a contract will be made by BOPA's Evaluation Panel and based on the company's qualifications including, but not limited to: experience at other large-scale outdoor festivals, ability to provide maximum service at a reasonable bottom line cost, and any unique proposals that address economy-of-scale with this combined multi-event opportunity.

BOPA is committed to inclusiveness and participation by MBE/WBE (Minority Business Enterprises/Women Business Enterprises) firms in any and all components of the operation including, but not limited to, ownership, financing, management, and operations. Proposals with a commitment to MBE and WBE participation are desirable but not mandatory.

BOPA will issue an Exclusive Negotiating Privilege (ENP) to the selected respondent setting out specific requirements and deadlines for fulfilling said requirements of the RFP. If negotiations have not been completed within thirty (30) days after the selection of the company, then the ENP will expire; provided, however, that BOPA may extend that time period if both parties find that negotiations are proceeding satisfactorily. Should the parties fail to agree upon a contract within a reasonable time, BOPA, at its sole discretion, may cancel negotiations with the first selected Respondent and proceed with the next acceptable Respondent, re-solicit for new proposals, or abandon the RFP process.

Upon being awarded the contract, the selected company will be required to sign a copy of BOPA's Memo of Understanding (see attached) and submit a certificate of insurance.

When all documents/agreements are obtained and signed, BOPA will submit payment for a deposit equal to 25% of the bottom line price for Artscape in April 2012 and for the Baltimore Book Festival in July 2012.

Timeline

| | |
|----------------------------------------------------------------|--------------------------------|
| RFP published and posted on Artscape.org | February 1, 2012 |
| Question and Answers (in writing only – registration required) | February 1 – February 15, 2012 |
| Deadline to submit proposals | February 29, 2012 at 4pm |
| Review Panel | March 2, 2012 |
| BOPA awards the Exclusive Negotiating Privilege (ENP) | by March 5, 2012 |

Email Proposals by 4pm on Wednesday, February 29, 2012 to:

Jessie Campbell, Festival Coordinator, jcampbell@promotionandarts.com

keb.87-1.23.12

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Questions and Registration

Email questions to jcampbell@promotionandarts.com during the question and answer period (February 1 – February 15, 2012). **All questions must be in writing.** All questions and answers will be emailed to registered responders. To become a registered responder, email your intent to bid to jcampbell@promotionandarts.com.

Liability, Insurance, Security & Financials

The successful bidder shall supply and maintain insurance which defends, indemnifies and holds harmless BOPA, the Mayor and City Council of Baltimore, their officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising out of acts or omissions of the Licensee or third party under the direction or control of the Licensee. The successful bidder must furnish BOPA with a Certificate of Insurance prior to commencement of work. The required coverage shall not be less than the following:

| | |
|-----------------------|------------------------------------------------|
| Workers Compensation: | Statutory Requirements |
| State Disability: | Statutory Requirements |
| General Liability: | \$1,000,000 occurrence / \$2,000,000 aggregate |
| Automobile Liability: | \$1,000,000 |

Insurance certificates shall name Baltimore Office of Promotion & The Arts, Inc. (BOPA), Baltimore's Festival of the Arts, Inc. (BFAI) and the Mayor and City Council of Baltimore as additional insured parties and shall state that all coverage shall be primary to any insurance coverage held by BOPA, BFAI and/or the City with respect to acts or omissions of the licensee.

In addition, the City requires contractors not incorporated in the State of Maryland to produce a Certificate to Do Business in the State of Maryland prior to execution of a contract.

The awarded bidder shall execute a written agreement with BOPA, which shall include all provisions as set forth herein and include all terms and conditions of the proposal and any negotiated terms and conditions.

Attachments

1. 2012 Festival Specs
2. Cover Sheet
3. Artscape 2011 Site Plan
4. Baltimore Book Festival 2011 Site Plan
5. Sample BOPA Memo of Understanding

Artscape 2012 - Catering Specs (subject to change)

Due to the heat, NO mayo based salads

| Date | Event Time | Type | # Guests | \$/pp suggested | Example Menu Items | Notes |
|-------------------|-------------|------------------------|----------|-----------------|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Thursday, July 19 | 7pm - 9pm | Artists Reception | 200 | \$10 | very casual cold Hors d'oeuvres, crudites, beer, wine, sparkling water | Staff Needed |
| Friday, July 20 | 12pm - 2pm | Crew/Staff Lunch | 150 | \$12 | Sandwiches/Subs/wraps, Salads, Chips/Cookies, Fruit, Soda, Bottled Water | BOPA will provide a volunteer to collect meal tickets/ Must have vegetarian option |
| Friday, July 20 | 11am - 9pm | Local bands/back stage | 125 | \$6 | very casual lite fare/trays - sandwich, wrap and/or pasta salad, chips, cookies, fruit | drop off; continually refresh |
| Friday, July 20 | 5pm - 7pm | Crew/Staff Dinner | 150 | \$18 | Meat/Starch/Pasta, Vegetables, Bread, Salad w. dressing, Dessert, Soda, Bottled water | Server Needed to serve and collect meal tickets/ Must have vegetarian option |
| Friday, July 20 | 6pm - 9pm | VIP Party | 275 | \$40 | Fancy Hors d'oeuvres, Dinner Stations, Premium Open Bar, Beer and Wine (Crab balls requested) | Real China & Glass/ Staff Needed, Passed Hors d'oeuvres/ 4th & 5th Floor of the Meyerhoff Garage; outdoors in Tents |
| Saturday, July 21 | 12pm - 2pm | Crew/Staff Lunch | 150 | \$12 | Sandwiches/Subs/wraps, Salads, Chips/Cookies, Fruit, Soda, Bottled Water | BOPA will provide a volunteer to collect meal tickets/ Must have vegetarian option |
| Saturday, July 21 | 11am - 9pm | Local bands/back stage | 125 | \$6 | very casual lite fare - sandwich, wrap and/or pasta salad, chips, cookies, fruit | drop off; continually refresh |
| Saturday, July 21 | 5pm - 7pm | Crew/Staff Dinner | 150 | \$18 | Meat/Starch/Pasta, Vegetables, Bread, Salad w. dressing, Desert, Soda, Bottled Water | BOPA will provide a volunteer to collect meal tickets/ Must have vegetarian option |
| Sunday, July 22 | 10am - 12pm | Staff Thank You Brunch | 150 | \$18 | Hot Breakfast, Omeletes, Sandwiches, Chips/Cookies, Fruit, Soda, Water, Coffee, Juice, Bottled Water | Special Touches - A Thank You Event/ Festival Tradition/ Server Needed to serve and collect meal tickets |
| Sunday, July 22 | 11am - 9pm | Local bands/back stage | 125 | \$6 | very casual lite fare - sandwich, wrap and/or pasta salad, chips, cookies, fruit | drop off; continually refresh |
| Sunday, July 22 | 4pm - 6pm | Crew/Staff Dinner | 150 | \$18 | Meat/Starch/Pasta, Vegetables, Bread, Salad w. dressing, Dessert, Soda, Bottled Water | BOPA will provide a volunteer to collect meal tickets/ Must have vegetarian option |

Suggested Total Budget for Artscape = low to mid \$30k's

Please Note: an additional/separate order may be placed for Main Stage hospitality based on performer needs/requests

Baltimore Book Festival 2011 - Catering Specs (subject to change)

| Date | Time of Event | Type | # Guests | Example Menu | Notes |
|------------------------|---------------|------------------------|----------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Friday, September 23 | 12pm - 8pm | Author VIP Hospitality | 50 | Stationary Hors d'oeuvres, Sandwiches/Lite fare, Beer, Wine, Soda, Bottled Water | Fancy plastic service ware/ Staff Needed to replenish/ Inside location |
| Saturday, September 24 | 12pm - 8pm | Author VIP Hospitality | 100 | Stationary Hors d'oeuvres, Sandwiches/Lite fare, Beer, Wine, Soda, Bottled Water | Fancy plastic service ware/ Staff Needed to replenish/ Inside location |
| Sunday, September 25 | 12pm - 7pm | Author VIP Hospitality | 100 | Stationary Hors d'oeuvres, Sandwiches/Lite fare, Beer, Wine, Soda, Bottled Water | Fancy plastic service ware/ Staff Needed to replenish/ Inside location |

Suggested Total Budget for Baltimore Book Festival = approx. \$5,000

| Artscape | | |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Type | Description | Location |
| Artists Reception | This kick off reception welcomes participating artists to the festival. In the past, we have offered fruit and cheese displays, beer and wine, desserts and non-alcoholic beverages. | The Fox Building - 1301 Mt. Royal Ave. |
| Crew/Staff Lunch | This is the first meal the staff receives at the festival. Often times staff has already put in several hours of work in the heat. In the past we have offered items such as boxed lunches, salad bar with all the fixings or sandwich/wrap platters. It is important to offer a different selection each day. Non-alcoholic beverages should be included. | TBD |
| Local bands/back stage | The festival likes to offer our performers a small bite to eat or snack before and/or after their performance. Each of the backstage areas do not need to be staffed by the caterer - a drop off ever few hours would be adequate. | The Charles Street Stage (at Charles and E. Lafayette), The Charm City Stage (at Mt. Royal and St. Paul), The Main Stage (at Mt. Royal and Cathedral), The Festival Stage (at Mt. Royal and E. Lanvale) |
| Crew/Staff Dinner | This is the last meal of the day for staff. Often times staff has several hour of work to complete after the meal. We usually like to offer a hot meal that is nutritious and not too heavy. In the past we have served a combination of protein, starch/carb, vegetable and dessert. It is important to offer a different selection each day. Non-alcoholic beverages should be included. | TBD |
| VIP Party | This is an upscale party to honor VIPs that have assisted with or sponsored the festival. Buttlred hors d'oeuvres, dinner stations and premium open bar are a must. In the past we have offered crab balls, meat carving stations and other gourmet sides and dishes. Dessert is also served. | Meyerhoff Garage roof - Cathedral Street at Mt. Royal |
| Staff Thank You Brunch | This brunch is to thank the festival staff for a weekend of hardwork is often the only time the entire staff eats together. Special touches are greatly appreciated. In the past we have served omelets to order, breakfast meats, potatoes, sandwiches, pastries, muffins, fruit salad, etc. Non-alcoholic beverages, coffee and tea should be included. | TBD |
| Baltimore Book Festival | | |
| Type | Description | Location |
| Author VIP Hospitality | The festival hosts a large number of local, regional and national authors over the weekend. Catering offered in this hospitality area should be impressive but not over the top. In the past we have offered, pastries, muffins, coffee and tea in the morning; and sandwiches, pasta salad, fruit, chicken dippers, crab dip, vegetable tray, beer, wine and sodas in the afternoon. | Agora building - 14 West Mt. Vernon Pl. |

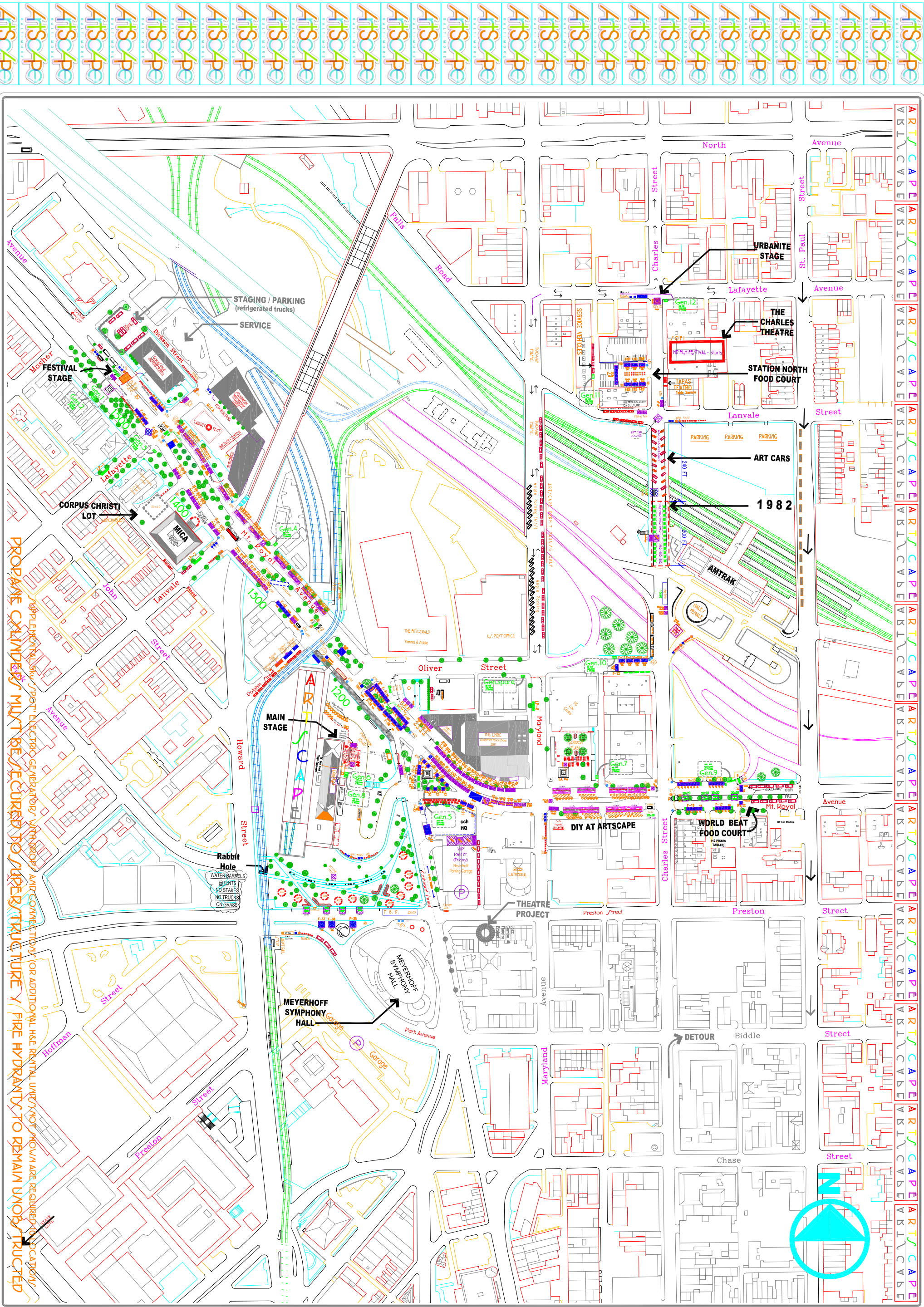
BALTIMORE

OFFICE OF PROMOTION & THE ARTS

2012 FESTIVAL SEASON CATERING PROPOSAL COVER SHEET

*This cover sheet must be submitted with the proposal in order to be considered by the review panel.
Back up materials (including menus) may accompany the cover sheet.

| Event | Artscape – 31 st Annual | Baltimore Book Festival – 17 th Annual | |
|--------------------------------------------------------------|------------------------------------|---------------------------------------------------|--------|
| Dates | July 20, 21 & 22, 2012 | September 28, 29 & 30, 2012 | |
| Price per person – Author VIP Hospitality | N/A | \$ | |
| Price per person – Lunch | \$ | N/A | |
| Price per person – Dinner | \$ | N/A | |
| Price per person – Artist Reception | \$ | N/A | |
| Price per person – Back Stage Areas | \$ | N/A | |
| Price per person – VIP Party | \$ | N/A | |
| Price per person – Sunday Brunch | \$ | N/A | |
| Bottom Line Price/Grand Total (See RFP for specification) | \$ | \$ | |
| 25% Deposit required | \$ | \$ | |
| Contact Name | | | |
| Company | | | |
| Address | | | |
| Phone | | | |
| Email | | | |
| Federal ID # | | | |
| Reference # 1 | Name: | Company: | Phone: |
| Reference # 2 | Name: | Company: | Phone: |
| Reference # 3 | Name: | Company: | Phone: |
| Additional Comments: | | | |



PROPOSED CULMINATED MUST BE SECURED TO SUPERSTRUCTURE / FIRE HYDRANTS TO REMAIN UNOBTURATED

ADDITIONAL SUPPLY POINT ELECTRO GENERATORS / WINDMILLS AND CONNECTIONS FOR ADDITIONAL RENTAL UNIT / NOT ALLOW ARE REQUIRED AND LOCATIONS

PRECISE (ROW/ OF) TENT POLE LOCATION/ TO BE CONFIRMED WITH ARCHITECT BEFORE FINAL TAKING BY TENT INSTALLATION CONTRACTOR

| | | |
|------------------|-----------|-----------------------------|
| DATE 4/3/2011 | TITLE: | OVERALL SITE PLAN |
| | SCALE: | 1-inch = 100'-0" |
| | DRAWN BY: | rich polan |
| | CADFILE: | Artscape09\Artscape09\30x42 |

| | |
|------------------------|--|
| Artscape 2011 | |
| July 15th, 16th & 17th | |
| BALTIMORE, MARYLAND | |

| NO. | REV. | DESCRIPTION |
|-----|-----------|-------------------------------------------------|
| 1 | 4/15/2011 | INITIAL REVIEW DISTRIBUTION |
| 2 | 4/18/2011 | FOOD & BEVERAGE DISTRIBUTION / GENERATOR REVIEW |
| 3 | 5/11/2011 | PRE-LOGISTICS SPONSOR REVIEW |
| 4 | 5/25/2011 | PRE-LOGISTICS DISTRIBUTION |
| 5 | 6/6/2011 | LOGISTICS DISTRIBUTION |

4architecture.net

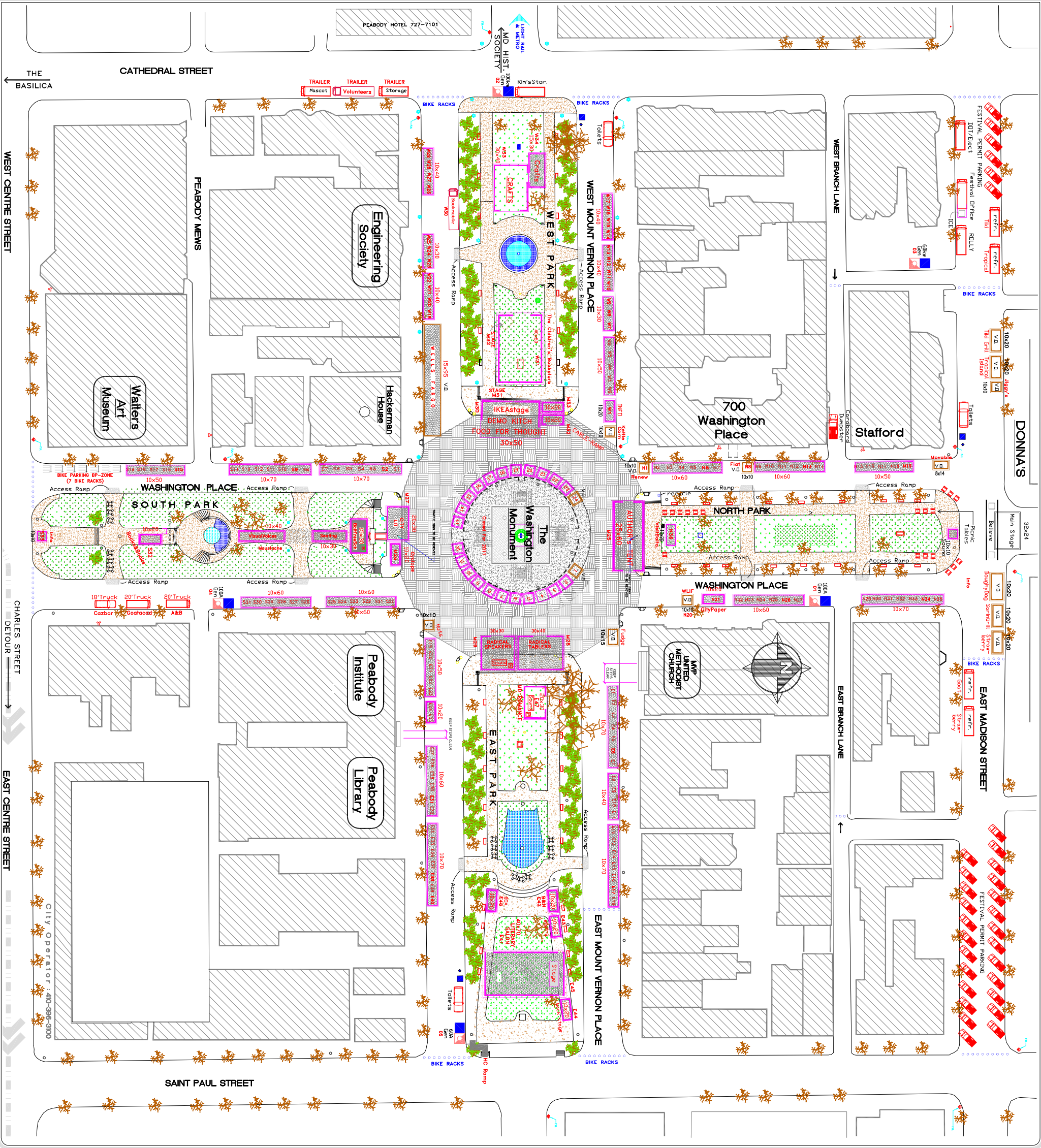


RICHARD POLAN ASSOCIATES INCORPORATED

ARCHITECTURE
ENGINEERING
SPACE PLANNING

740 LIGHT STREET
BALTIMORE MD 21201
410 • 727 • 5588

ZigZag Together ARV Publishing LLC Adelle Rose, Peter
Afro-African Newspapers Afrobooks
Amanadnya Movement in Islam
Amazing Spirit Books, Comics, Toys & More Ben Concert Series
Balticon Bouquet Baltimore Blues Society
Baltimore Choral Arts Society Baltimore Foster Care Adoption
Baltimore City Department of Transportation - Red Line Project
Baltimore Network of Ensemble Theatres Baltimore Reads
Baltimore Science Fiction Society, Inc. Bank of America
Bargain Book Warehouse Bathwater Press Publishing
Book Bazaar Bookbuddy Books and Books
CaféFirst BlueCross BlueShield CENTERSTAGE
Charm City Circular Chesapeake Physicans for Social Responsibility
Circle of Friends, Inc. City Paper Book Swap Chyllr Stage
Codorus Press College Savings Plans of Maryland
Cosmic Pantheon Press Crazy Duck Press Cyclopedia Books
Crystal Clear Publications, LLC Castle Press Oodops
Daedalus Books and Music Dana Desmon, An Extraordinary World
David Talon Demarche Publishing LLC Disruptive Publishing
DKHAWK Inc. Dr. Thomas E. Berry Edibackin
Epoch Pratt Free Library Bookmobile Everyman Theatre
Everyone's Place Bookstore and African Cultural Center Fiat - VO
Follow the Buffalo Witting Workshop
Friends of H. L. Meriden House, Inc. Friends of Mount Vernon Place
Friends of the Epoch Pratt Free Library G Street Chronicles
Gay Life Newspaper Graft Foundation Press
Grid Street Literary Magazine GuildJett Legacy
A.J. Jones or Paribito Sealy Radio One Tee Michelle
William Brooks WLF Creative City Public Charter School
Phyllis Taylor Hon Cave Press Inner Traditions Bear & Company
James Parker Photography Jennie Adams, Running with No Feet
Jenny BrightStonebriar John Wiley & Sons
Johns Hopkins University MA in Writing Program Joseph Butta, Jr.
Kids Nearly New Sale Kurt Vonnegut Memorial Library UH.US
Martha Dougherty Maryland Humanities Council
Maryland Insurance Administration Maryland Library Association
Maryland Library for the Blind and Physically Handicapped
Maryland Romance Writers Maryland Writers Association
Mayor's Office of Neighborhoods Meeslandrad.
Middleway Press National Aquarium On Our Own, Inc.
Pathfinder Press Peabody Institute of The Johns Hopkins University
Poetic Earth Handmade Journals Post Modern Press
Promisedland Publishing Reach Out and Read Rebound Designs
Red Corn Poppy Books Renewal By Andersen
Robyn F. Johnson, Christian Fictionista Scribner Publishing, Ltd.
Rocket Science Productions, LLC Science and Health
Science Fiction and Fantasy Writers of America
Seton Keough High School Spittist Society of Baltimore, Inc.
Stakeshow from the American Visionary Art Museum
Star Status Publishing Strebor Books Taylor's Calendars
The Baltimore Bookworks, LLC The Baltimore Ethical Society
The Baltimore Museum of Art The Baltimore Sun
The Baltimore Times The Black Writers Guild of Maryland
The Book Escape The Gentsburg Review
The Golden Circle Literary Tour The New School
The New York Times The Park School of Baltimore
The Walters Art Museum The Waynor Tom Low
Ukazo Books Unicorn Lady, LLC Urobarite
Usborne Books and More Village Learning Place Visit Baltimore
Vista View Publishing Volunteer Trailer
Washington Writers Publishing House WCEA Webk Fargo
WordPlay Multimedia, LLC WYRR



DATE: 9/13/11

REV: 1

12th Annual Site Plan Layout

SCALE: 1"=30'-0"

DRAWN BY: RDP

Historic Mount Vernon Place

Baltimore Office of Promotion and the Arts

Baltimore BOOK Festival

(410) 752-8632

FRIDAY SEPTEMBER 23

SATURDAY SEPTEMBER 24

SUNDAY SEPTEMBER 25

RICHARD POLAN ASSOCIATES INCORPORATED

ARCHITECTURE ENGINEERING SPACE PLANNING

740 LIGHT STREET BALTIMORE MD 21201

BALTIMORE

OFFICE OF PROMOTION & THE ARTS

MEMORANDUM

To: Name
Vendor

From: Rosalind Healy, Kathy Hornig,
Baltimore Office of Promotion & The Arts, Inc.

Date:

RE: Memorandum of Understanding

This Memorandum of Understanding is an agreement by and between **VENDOR** hereinafter ("Vendor") and The Baltimore Office of Promotion & The Arts, Inc. (hereinafter "BOPA"), which serves as an addendum to the contract provided by Vendor.

Liability, Insurance, Security & Financials.

Indemnification – Vendor hereby agrees to defend, indemnify and hold BOPA, Mayor and City Council of Baltimore, its elected/appointed officials, employees, agents and volunteers harmless from and against any and all claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorneys' fees, incurred by BOPA that arise out of the use by Vendor and the occupants of the Area and their licensees, customers, or agents, unless caused by the negligence of BOPA, or its elected appointed officials, employees, agents and volunteers.

Insurance Requirements – The successful bidder must furnish BOPA with a Certificate of Insurance prior to commencement of work. The required coverage shall not be less than the following:

| | |
|-----------------------|------------------------------------------------|
| Workers Compensation: | Statutory Requirements |
| State Disability: | Statutory Requirements |
| General Liability: | \$1,000,000 occurrence / \$2,000,000 aggregate |
| Automobile Liability: | \$1,000,000 |

Insurance certificates shall name Baltimore Office of Promotion & The Arts, Inc. (BOPA), Baltimore's Festival of the Arts, Inc. (BFAI) and the Mayor and City Council of Baltimore as additional insured parties and shall state that all coverage shall be primary to any insurance coverage held by BOPA, BFAI and/or the City with respect to acts or omissions of the licensee.

State Business Certificate – BOPA and the City of Baltimore requiree contractors not incorporated in the State of Maryland to produce a Certificate to Do Business in the State of Maryland prior to execution of a contract. In addition, a Vendor must be in good standing with the State of Maryland for the duration of the terms of this Agreement.

B A L T I M O R E

OFFICE OF PROMOTION & THE ARTS

Festival Conditions – When preparing for the festival weekend, it is important to remember that BOPA/BFAI is a 501(c)3, non-profit organization whose mission is to keep its events FREE and open to the public. While we aim to make our events a positive experience for those working and attending, we want our partners to have realistic expectations for the festival weekend, and understand our unique environments:

- Please keep in mind, that due to budget restrictions, BOPA can't provide crew amenities that you may receive at other venues, such as festival t-shirts, meals, free parking for personal vehicles (crew working the event) and an indoor location for meetings/breaks/deployment/storage of personal belongings, etc. If any of these amenities are in fact necessary for your business to operate, they must be fully presented in the proposal and/or initial quote phase.
- BOPA will work with [vendor] to park production vehicle(s) in areas close to where work is being done.
- BOPA events take place rain or shine. Your crew should be properly attired and prepared to work in heat, humidity, rain and other outdoor elements.
- Both festivals are held on city streets. The street closure schedule is designed to make a minimal impact on area residents and businesses, leaving a small window of time for setup and breakdown - long hours are a must and your crews should be up for the challenge.

Failure to Perform – If Vendor fails to perform the services outlined in this contract, BOPA will consider the contract to be in default due to non-performance. BOPA reserves the right to render all current and future (e.g. multi event contracts for Artscape and Baltimore Book Festival) contracts null and void in this circumstance. No payment will be remitted for services not rendered. **In the event of potential cost overruns or additional personnel needs due to inclement weather or other unforeseen circumstances, Vendor must obtain written approval from BOPA before proceeding. If approval is not obtained, the expense will be considered unauthorized and will not be paid by BOPA.**

Force Majeure – Neither Client nor BOPA shall be held liable or responsible if the failure to perform under the Agreement arises out of causes beyond the control and without the fault or negligence of Client or BOPA. Such causes may include, but are not restricted to, acts of God or public enemies, unlawful acts, acts of government in either its sovereign or contractual capacity, acts of any governmental entity, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the faults or negligence of Vendor or BOPA.

Waiver – Waiver of any term of this agreement or failure of BOPA to terminate this agreement on account of any breach Vendor shall not be deemed a waiver of BOPA's rights to subsequently enforce any term or to terminate this contract by reason of any subsequent breach by Vendor.

B A L T I M O R E

OFFICE OF PROMOTION & THE ARTS

Representation – Vendor agrees that no representations of any kind have been made to Vendor by BOPA or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.

Independent Contractor – Vendor is an independent contractor under this contract and has no employee, partnership, co-venture, agent or other such relationship with BOPA or the Mayor and City Council of Baltimore.

Jurisdiction – This agreement shall in all respects be construed in accordance with and governed by the laws of the State of Maryland and subject to the jurisdiction of its courts. Furthermore, the parties hereto agree that any suits or actions brought by either party against the other shall be in a court of competent jurisdiction in Baltimore City.

Electronic Transmission – This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record. However, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the parties providing such electronic signatures.

Contract Cancellation – BOPA reserves the right to renegotiate and/or cancel the terms of this agreement if the scope of the Vendors work and responsibilities to Artscape and/or Baltimore Book Festival become significantly altered. The Vendor will be notified of any such changes to the festivals no later than the first Friday in April for Artscape and the first Friday in June for the Baltimore Book Festival. If BOPA cancels the Vendor's contract due to these significant changes, Vendor may retain the 25% deposit paid by BOPA upon the execution of this contract.

Agreed and accepted:

By: _____
Vendor
Company

By: _____
Rosalind Healy, Deputy Director
Baltimore Office of Promotion & The Arts, Inc.

Date: _____

Date: _____

keb.86-1.23.12