

City of Lowell, Massachusetts

REQUEST FOR PROPOSALS - RFP 17-21 LOWELL MEMORIAL AUDITORIUM CONCESSIONS

The City of Lowell hereby invites the submission of sealed proposals for a three year contract to manage and operate the Lowell Memorial Auditorium food and beverage concession, as described in the bid packet available from:

**CITY OF LOWELL
375 MERRIMACK STREET
PURCHASING, ROOM 60
LOWELL, MA 01852**

DUE DATE

Sealed bids due and will be not be publicly opened on: September 27, 2016 at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at 11:00 AM, EST/EDST, for the work described herein. **BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.**

PREBID/SITE INSPECTION

A prebid/site inspection is scheduled for: September 15, 2016 at the Lowell Memorial Auditorium box office entrance, 50 East Merrimack Street, Lowell, MA 01852, at 10:00 AM

Proposals must be submitted in a sealed envelope, which is plainly marked on the face:

“LOWELL MEMORIAL AUDITORIUM CONCESSIONS”

The City of Lowell reserves the right to reject any and all proposals and to waive any defects, informalities and minor irregularities in proposals received as may be deemed in the best interest of the City of Lowell. All proposals must be submitted in the form of a proposal and must conform to the specifications. The City of Lowell reserves the right to reject any or all proposals that do not meet the minimum requirements set forth in the RFP.

All proposals must be complete and in compliance with the submission requirements outlined in the Request for Proposal.

P. Michael Vaughn
Chief Procurement Officer



City of Lowell
375 Merrimack Street
Lowell, MA 01852

September 5, 2016

**REQUEST FOR PROPOSALS: RFP 17-21
LOWELL MEMORIAL AUDITORIUM CONCESSIONS**

Bid Release Date: September 6, 2016 at 9:00am
Bid Deadline: September 27, 2016 at 11:00 am

SECTION I. GENERAL INFORMATION

The organization or individual responding to this request will be hereinafter referred to as the "Concessionaire" (Lowell Memorial Auditorium Concessions) and the contract will be between the Concessionaire and the City of Lowell.

The City of Lowell has a contract with Global Spectrum to provide management services for the Lowell Memorial Auditorium. Global Spectrum will manage the Concessionaire on behalf of the City of Lowell and the Lowell Memorial Auditorium Board of Trustees.

The Lowell Memorial Auditorium was constructed in 1922 and underwent major renovations in 1984. The Facility is located at 50 East Merrimack Street, in the downtown area.

Main Auditorium

- Seats 2,854 (Theatre Style)
- Seats 3,055 (Boxing/Wrestling)
- Seats 720 (Banquet Style)
- Accommodates over 90 6' x 8' exhibit booths
- 56' wide proscenium stage

Liberty Hall (not included in the food and beverage concession)

- Home of the Merrimack Repertory Theatre
- 10 year existing lease with a mutually agreeable option to extend an additional 10 years
- 279 permanent seats

Veterans Wing

first floor

- 2 breakout rooms (sub-divisible)
- 756' square each
- Retractable projection screen
- Kitchenette

second floor

- Administrative Offices

third floor

- Large function room (1,260 square feet)
- Retractable projection screen
- Kitchenette

Dressing Rooms

- Two chorus dressing rooms (30-35 persons each)
- One star dressing room (1-2 persons each)
- Two principle dressing rooms (4-5 persons each)

Other

- Four concessions stands (fully equipped)
- Box Office
- In house sound/lighting systems
- Central Heating/Air Conditioning
- Handicapped access to entire building

The term of this contract shall be (3) three years

1. Any questions as to the interpretation of these specifications shall be referred to P. Michael Vaughn, Chief Procurement Officer email: pmvaughn@lowellma.gov
2. If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed, or emailed to all proposers on record as having received the RFP.
3. A proposer may correct, modify, or withdraw a bid by written notice received by the Chief Procurement Officer prior to the time and date set for the bid opening. RFP modifications must be submitted in a sealed envelope clearly labeled "Modification No._____". Each modification must be numbered in sequence, and must reference the original RFP.
4. Proposals will be accepted by mail or in person at the Purchasing Office of the Lowell City Hall, 375 Merrimack Street, Lowell, MA 01852 until 11:00 a.m. on Thursday September 27, 2016. Specifications for the proposals will be available at the above mailing address Monday through Friday, 8:00 to 5:00 p.m., or by calling (978) 970-4110.
5. The City of Lowell will mark the proposals as to the date and time received and NO late proposals will be accepted after the established deadline. It is the sole responsibility of the vendor to ensure that his/her proposal reaches the Purchasing Office by the designated date and time.
6. All proposals submitted must be in a sealed envelope plainly marked:

PROPOSAL FOR LOWELL MEMORIAL AUDITORIUM CONCESSIONS

7. The City of Lowell will not be responsible for the premature opening of any bid not so marked.
8. No proposal shall be withdrawn for a period of 60 days following the proposal opening date.
9. The City of Lowell reserves the right to reject any or all proposals, to waive any immaterial informalities therein, and to accept any proposal which, in the opinion of The City of Lowell, will be in the best interest of the school system.
10. If after review of the proposals it is determined that a contract is to be recommended, the ultimate decision as to award such contract shall rest solely the City of Lowell. It is anticipated that the award date will be November 1, 2016.
11. The City of Lowell reserves the right to secure required service from another source and to charge the contractor should they fail to provide the services set forth in the specifications.
12. The successful proposer shall not assign, transfer or sublet this contract unless The City of Lowell grants specific permission in writing. Any such person or agency thus assuming the contract may be required by the City of Lowell to execute an amendment

- to the contract assuming all obligations held by the contractor under the original contract and shall comply with all provisions of the original contract.
13. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.
 14. Proposers should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all of the provisions contained in said document.
 15. All information must be typewritten or printed in ink, including the price proposal offers in the space as provided on the proposal form.
 16. ALL PROPOSAL DOCUMENTS WILL BE INCORPORATED INTO THE CONTRACT.
 17. PROPOSAL prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.
 18. In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.
 19. Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.
 20. BID DEPOSITS: Bid deposits are to be made payable to The City of Lowell. In the event that the successful bidder fails to execute a Contract such security shall be retained by The City of Lowell as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.
 21. WITHDRAW: A Bid may be withdrawn by written request prior to the scheduled Bid opening.

*** * * VERY IMPORTANT * * ***

At the time of contract award the recommended proposer must be registered with the Secretary of the Commonwealth of Massachusetts with a designated **Entity Type and Identification Number.**

The exact Corporation Name, Entity Type and Location of your Principal Office must match the information submitted in your submitted proposal.

If you will **NOT** agree with this condition, **please do NOT submit a proposal.**

SECTION II. SELECTION PROCEDURES

The City of Lowell will review all proposals to ensure they have met the minimum criteria and that the bidders are responsive and responsible. Should it be determined that one proposer is clearly more highly qualified than the others, a contract with that proposer must be negotiated and recommended by The City of Lowell.

SECTION III. BACKGROUND

Definitions

1. Agreement: The formal license agreement executed between the Concessionaire and the Licensor in accordance with these specifications and the Concessionaire's proposal submitted and accepted by the City of Lowell, any or all of which may be incorporated into the Agreement at the discretion of the City of Lowell.
2. Allowable Expense: Expenses that can be charged against the Gross Receipts to calculate net receipts may include: cost of goods sold, less company discounts, that are directly attributable to the Lowell Memorial Auditorium; direct labor, including applicable taxes and fringe benefits for on site management staff and employees as approved by the Lowell Memorial Auditorium; direct expenses for supplies including service products; postage, insurance, telephone, cleaning supplies, pest control, permits, printing, decorating, repair and maintenance, uniforms, bank charges, and annual audit costs; and any management fee or required reserve accounts, if applicable.
3. Concessionaire: The party selected by the City of Lowell to provide the services set forth in this document.
4. Concession Services/Lobby Food Services: Over the counter cash and credit card sales conducted at fixed and mobile food and beverage areas at the Lowell Memorial Auditorium.
5. Gross Receipts: The total amount of money or other items of value received or receivable, directly or indirectly, by the Concessionaire or any agent or employee of the Concessionaire from all sales, cash or credit, made as a result of the service rights granted under the Agreement, excluding meals or sales taxes collected by the Concessionaire or in the event of prepayment of meals or sales taxes, excluding any amount so prepaid by the Concessionaire. The portion or the total amount of the service charge that is actually paid to the Concessionaire's employees is excluded from the definition of Gross Receipts. The sale of any goods, food, beverage, merchandise or other items that are returned by the purchasers and accepted by Concessionaire exclusive of any meals or sales tax may be deducted from Gross Receipts.
6. Licensee: Any person or entity that may from time to time enter into any agreement for the use of Lowell Memorial Auditorium for a particular purpose.
7. Licensor: City of Lowell is responsible for the maintenance and operation of Lowell Memorial Auditorium.
8. Net Profit: Means an amount equal to the excess during an accounting period of gross receipts over the sum of allowable expenses incurred less the profit split due to the Concessionaire.
9. Non-Allowable Expenses: Expenses that are specifically not Allowable Expenses defined above cannot be charged against gross receipts
10. Profit: Means an amount equal to the excess during an accounting period of gross receipts over the sum of allowable expenses before a profit split.
11. Smallwares: Is defined as glassware, china, flatware, decorations, bar service ware, pots, pans, kitchen utensils, storage containers, and buffet ware.

SPECIAL AND GENERAL CONDITIONS

- A.** Proposals will be received as stated on the cover sheet, for the privilege and right to manage the food service program at the Lowell Memorial Auditorium (LMA). The CONCESSIONAIRE shall comply with municipal, state and federal regulations and laws.
- B.** The LMA shall furnish all necessary capital equipment to operate the food and beverage facilities at the LMA. At the time of contract signing, an itemized inventory (to be certified by representatives of both parties) of all items furnished by the LMA, including miscellaneous kitchen items.
- C.** No alterations, changes, or improvements shall be made to the areas granted to the CONCESSIONAIRE without obtaining prior written permission of the LMA.
- D.** The LMA shall be responsible for repairs to all equipment, permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work related or not directly related to a specific piece of food service equipment.
- E.** Upon termination of the contract, the CONCESSIONAIRE will surrender to the LMA all equipment and furnishings located in the food services facilities and/or as listed on the certified inventory list of all LMA-owned property (both capital and/or expendable). Such property and equipment, or its equal quality replacement, must be returned to the LMA in the same good order and condition as when received by the CONCESSIONAIRE, reasonable wear and tear, damage from fire, and other hazards alone accepted.
- F.** The CONCESSIONAIRE will provide the LMA with a recommended equipment upgrade for budget purposes in the month of June preceding the start of the CITY OF LOWELL's next fiscal year.
- G.** The LMA will pay vendors directly for all maintenance and repairs of equipment owned by the LMA or purchased on behalf of the LMA by the CONCESSIONAIRE.
- H.** The CITY OF LOWELL and the LMA Management Company shall have unlimited access to all areas used by the CONCESSIONAIRE for purposes of inspections and audits.
- I.** The CONCESSIONAIRE shall adhere to all applicable Pure Food Laws, and all related regulations prescribed by local, state or federal governments and the CONCESSIONAIRE will comply with the rules and regulations as established by the LMA and with State and/or local laws, etc., covering and controlling food services at the facilities.
- J.** The CONCESSIONAIRE shall have the sole responsibility to compensate its employees, including all applicable taxes and insurances and shall be solely responsible for any losses incurred by the CITY OF LOWELL, the LMA, or the LMA Management Company, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. All CONCESSIONAIRE employees shall comply with all rules of the LMA for cleanliness and courtesy.
- K.** The CONCESSIONAIRE shall be solely responsible for the purchase and payment of all foods, beverages and supplies necessary for the operation of the food service program.
- L.** The CONCESSIONAIRE shall declare the use of vendor rebates, bill-backs, volume discounts and credits in all Profit and Loss Statements. For any purchases made using funds belonging to the LMA or the CITY OF LOWELL Rebates will be surrendered to the LMA.
- M.** The CONCESSIONAIRE will provide the LMA and the CITY OF LOWELL with Monthly Financial Statements.

INSURANCE

The CONCESSIONAIRE shall procure and maintain, as a direct cost of operation, a general liability policy, including products liability, in the amounts of at least \$2,000,000 for each accident provided by insurance companies authorized to do business in the Commonwealth of Massachusetts. **A Certificate of Insurance indicating these amounts must be submitted with the proposal.**

The CONCESSIONAIRE shall be required to:

- A.** Insurance policies, bid bonds and assurances must be issued by firms with at least a Best's Insurance Reports rating of A to A- (excellent).
- B.** The CITY OF LOWELL, the LMA, and the LMA Management Company shall be named as additional insured parties on all required insurance policies.
- C.** The contract for insurance shall provide for notice to the CITY OF LOWELL of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
- D.** The CONCESSIONAIRE shall provide a Certificate of Insurance for all required policies within ten (10) days of award.

SCOPE AND PURPOSE

- A.** The LMA is seeking proposals under two different potential financial models. Interested parties are encouraged to submit proposals which guarantee a share of Gross Receipts (not less than 30%) to the LMA. Interested parties may also submit proposals under which the CONCESSIONAIRE acts as manager of the food and beverage service operation for a fee, but all expenses and revenues belong solely to the LMA beyond the proposed management fee.
- B.** If a revenue sharing option is proposed, the CONCESSIONAIRE shall be responsible for the cost of the food service program as indicated in the Request for Proposals and entitled to all receipts less the share paid to the LMA.
- C.** If a management fee approach is proposed, the CONCESSIONAIRE shall receive for its services an Administrative/Service Fee, but the LMA shall be responsible for all costs and entitled to all receipts.
- D.** The CONCESSIONAIRE shall be an independent contractor and not an employee of the CITY OF LOWELL nor are employees of the CONCESSIONAIRE employees of the CITY OF LOWELL.
- E.** The CONCESSIONAIRE shall be legally responsible for the conduct of the food and beverage concession, and shall supervise the operations in such a manner as will ensure compliance with the rules and regulations of the United States Department of Agriculture.
- F.** The CONCESSIONAIRE shall comply with the rules and regulations of the United States Department of Agriculture, and all other applicable federal, state, or local rules, regulations, laws, or ordinances, and any additions or amendments thereto.

General Information

1. The RFP is designed to allow the Proposer the greatest degree of creativity in meeting the requirements of the Lowell Memorial Auditorium, its patrons and constituent groups.
2. The Agreement between the City of Lowell and the Concessionaire will be designed to address all food service operations within the facility to include but not be limited the banqueting, catering, lobby bars, lobby café, mobile and fixed concessions, back stage catering, vending and pre-performance buffets.
3. The Concessionaire shall be required to be the assignee of the license holder (Licensor) of all alcoholic beverage permits and licenses for the dispensing by sale of alcoholic beverages

at Lowell Memorial Auditorium which licenses and permits must grant the Concessionaire the right to offer for sale at Lowell Memorial Auditorium all manner of alcoholic beverages. The said alcoholic beverage permits and licenses must be limited to Lowell Memorial Auditorium and Concessionaire's interest in same must terminate simultaneously with the expiration or termination of the Agreement. The privilege to sell alcoholic beverages shall be subject to the provisions of the Alcoholic Beverage Law of the Commonwealth of Massachusetts, Middlesex County and the City of Lowell. The City shall have the sole right to determine at which events alcoholic beverages may be sold.

4. Programs, non-food merchandise and novelty sales and similar rights are specifically excluded from this Agreement.
5. Consistent with the original civic mission of the facility, several Lowell-based not-for-profit organizations hold annual fund raisers which are expressly excluded from the Agreement. Outside catering companies will be permitted to participate in providing food services at these events if held in the LMA without any requirement for revenue sharing beyond any fees that may be established by the LMA for provision of said services. The Concessionaire will not be compensated by the LMA nor shall the Concessionaire be responsible for any revenue sharing with the LMA for fund raising activities by Lowell-based not-for-profit organizations, but may separately contract with these organizations to provide catering services at these events, subject to any fees as may be established by the LMA for the provision of said services.
6. Lowell Memorial Auditorium is willing to consider any use of any space available at the facility that is not leased to the Merrimack Repertory Theatre. This approach to space use provides many opportunities for creative uses of the lobbies, grounds, hallways, and other rooms in the facility. In addition this willingness to use any space available provides Lowell Memorial Auditorium and the Concessionaire with the options and alternatives necessary to cooperate in maximizing the use of the facility. With the ever increasing demand of dates by performing arts, the successful Proposer and the LMA Management Company will set a "Booking Policy" within thirty (30) day of the signing of the Agreement, to maximize space utilization and eliminate potential double booking of space. Obviously there will be occasions where the Concessionaire will not be able to schedule an event at Lowell Memorial Auditorium due to a contracted or hold date. The Licensor will strive to be as flexible in scheduling when practical to meet the needs of both parties.

The following exhibits are provided for Proposer's information, but Licensor is providing this information with no warranties, either express or implied, as to their accuracy or reliability. Failure of the Lowell Memorial Auditorium to meet the projections does not relieve the Concessionaire from the obligation to comply with the Agreement. The awarded Concessionaire will be expected to make every effort to increase gross receipts through an aggressive marketing plan, as a benefit to both the Concessionaire and Licensor. In any case, the Licensor makes no representation as to the potential value of the awarded Agreement

PURCHASES

- A. The CONCESSIONAIRE shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards.
- B. If the CONCESSIONAIRE is managing the food and beverage concession for the LMA, as opposed to providing a revenue sharing arrangement, title to all items/products purchased by the CONCESSIONAIRE shall remain with the LMA.
- C. The CITY OF LOWELL reserves the right to require the CONCESSIONAIRE to purchase from specific vendors or to disallow CONCESSIONAIRE recommended vendors provided all requirements of Chapter 30B are followed.
- D. The CONCESSIONAIRE may purchase from their owned or operated subsidiary facilities, if the purchase price is lower than the prices otherwise available in the area.
- E. The CONCESSIONAIRE shall honor any existing contracts if advantageous to the CITY OF LOWELL.

USE OF FACILITIES

- A. The LMA shall furnish, at its expense, space, light, heat, power, hot and cold water, and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- B. The LMA shall make available without cost to the CONCESSIONAIRE areas of the premises agreeable to both parties in which the CONCESSIONAIRE shall render its services; such area or areas reasonably necessary for providing efficient food service, including suitable office space.

INVENTORY, EQUIPMENT, STORAGE

- A. The CONCESSIONAIRE shall maintain the inventory of paper goods, silverware, chinaware, glassware, kitchen utensils and other expendable operating items necessary for the food service operation.
- B. The CONCESSIONAIRE shall maintain adequate storage practices, inventory and control of federally donated foods in conformance with the rules, regulations, and procedures of the U.S.D.A.
- C. The CONCESSIONAIRE shall provide locks for food storage areas under its direct supervision. Keys to those locks shall be provided by the CONCESSIONAIRE to the LMA Management Company.
- D. The LMA shall furnish and install, in conjunction with the CONCESSIONAIRE, any equipment needed to comply with Federal, State and local laws.
- E. All food preparation and serving equipment owned by the LMA shall remain on the premises of the LMA.
- F. Neither the CITY OF LOWELL, nor the LMA Management Company shall not be responsible for loss or damage to equipment owned by the CONCESSIONAIRE and located on the LMA's premises.
- G. The CONCESSIONAIRE shall notify the LMA of any equipment belonging to the CONCESSIONAIRE on the LMA's premises within ten (10) days of its placement.

SANITATION

- A. The CONCESSIONAIRE shall oversee the placement of garbage and trash in designated areas.
- B. The LMA shall contract for the removal of all garbage and trash from the designated areas.
- C. The CONCESSIONAIRE shall oversee the routine cleaning of the kitchen area, including but not limited to freezers, refrigerators, stoves, sinks, counters, floors, tables, chairs, silverware and utensils.

- D. The CONCESSIONAIRE shall operate and care for all equipment and food service areas (except walls, windows and lights) in a clean safe and healthy condition in accordance with standards acceptable to the CITY OF LOWELL and LMA Management Company and comply with all applicable laws, ordinances, regulations and rules of Federal, State and local authorities.
- E. The CONCESSIONAIRE shall comply with all local and State sanitation requirements in the preparation of food.

ALCOHOL

- A. All employees of the CONCESSIONAIRE who serves Alcohol shall comply with all applicable laws, ordinances, regulations and rules of Federal, State and local authorities.
 - 1. Determination of qualifications of Proposers:
 - a) The LMA, at its sole discretion, shall determine whether particular Proposers have the basic qualifications to conduct the desired food and beverage service concession for the Lowell Memorial Auditorium. This determination shall be in addition to procedures for selection of the Concessionaire under Paragraph 2 of this article.
 - b) In determining whether a Proposer possess the basic qualifications to operate, the LMA may consider the following:
 - i) Proposer's general reputation for performance and service.
 - ii) Previous experience in supplying food service to a public assembly facility.
 - iii) These conditions can be met if one or more of the principals, partners or corporate officers have the equivalent experience while in a senior management position with another firm.
 - iv) Proposers' financial condition including ability to provide required performance bond and required capital investment.
 - v) The Proposer must supply sufficient information with the proposal to document that the Proposer meets all of the minimum Proposer requirements. Proposals without sufficient documentation will be deemed non-responsive and will not receive further consideration.
 - 2. Selection of Concessionaire:
 - a) Award of the Agreement will be made to the Proposer that best demonstrates the ability to provide the LMA with the highest quality products and service at reasonable prices to the Lowell Memorial Auditorium patrons, while at the same time maximizing the revenue through creative and unique operations and marketing of the food service.
 - b) In order to determine which proposal will be accepted, the following factors will be considered for evaluation purposes, none of which will stand alone or be conclusive:
 - i) Criteria for determination of qualifications
 - ii) Sales and marketing plan
 - iii) Proposers onsite management personnel
 - iv) Operational plan

- v) Responsiveness to proposal specifications
 - vi) Financial proposal
3. In order to determine whether a Proposer will ensure that patrons of the Lowell Memorial Auditorium will be provided high quality creative products and prompt, efficient and satisfactory service, the LMA will consider each of the criteria set forth in Paragraphs 1 and 2 of this Article, relating to past performance and service, and future operation plans submitted.
 4. The LMA reserves the right to negotiate an Agreement with the selected Proposer or reject all proposals received.

Required Submittals

1. In order to be considered responsive, proposals must include the following documents and information. Information provided should be succinct and informative. All Proposers are to utilize the following outline.

Management Specifications

2. Identifying Information
 - a) Name, address, principle place of business, and telephone number of legal entity with whom the Agreement is to be written.
 - b) Name, address, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
 - c) Legal Status of the Proposer and year entity was established.
 - d) Federal employer ID number.
 - e) Name and phone number of primary contact.
3. Experience and Financial Qualifications of Proposer
 - a) List the experience the Proposer has had in providing the type of professional food services and catering described in this RFP.
 - b) A list of other facilities similar to the Lowell Memorial Auditorium that Proposer serves or has served. Please provide detailed information, e.g., name address and telephone number of the facility, contact name, length of time served, dates served, and nature of services provided.
 - c) Identify at least three references, including the name of the contract, contact name and telephone number, type of operation (i.e., restaurant, exhibit hall, catering, banqueting), and highest annual gross receipts the Proposer realized in this operation.
 - d) A clear statement indicating the Proposers ability and agreement to begin full operations at the Lowell Memorial Auditorium as early as November 1, 2016, if selected as Concessionaire.
 - e) A current audited financial statement for the most recent fiscal year of the Proposer, including balance sheet, income statement and statement of cash flow.
 - f) A statement indicating the source and amount of financing required to fulfill the terms and conditions of these specifications.

Operational and Sales and Marketing

4. Proposal must contain a comprehensive and creative work plan, to accomplish work defined in this RFP. The plan must be in sufficient detail to convey the Proposers knowledge of the subjects and skills necessary to the Agreement responsibilities. Specific areas to be included in the work plan must include:
- a) A succinct description of why your company is the best qualified choice to manage the food service operations at this unique facility. Incorporate your company's operating concept and philosophy.
 - b) A complete organizational chart detailing all proposed management, identifying full time positions and hourly positions. Include proposed management salaries and benefits.
 - c) Specify who is on site General Manager will be, include a resume of prior positions, performance record in the food service field and what unique talents that person brings to the LMA . The Director will have the right of approval initially and throughout the term of the Agreement. Please note that if you are selected for an interview, we will ask you to have your proposed onsite General Manager join us for the interview.
 - d) Specify key management and kitchen staff, provide resume of each.
 - e) An organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential Agreement. This chart is to identify the next senior level of management responsible for the administering of this Agreement. Provide a resume of that manager and the number of accounts the manager is responsible for. Please note that if you are selected for an interview, we will ask you to have your next senior level of management join us for an interview.
 - f) A program directed to the catering sales and marketing effort for the LMA. The Proposer is encouraged to provide supporting material that may be pertinent to this RFP.
 - g) A set of proposed menus for both lobby service including alcoholic beverages.
 - h) A general outline of the accounting policy and procedures and any software that would be used in the control of the food and beverage services at LMA
 - i) A general outline of the personnel policies and training programs that is currently in use. It is the LMA's desire that the selected Concessionaire provide all current employees of the Incumbent Concessionaire an opportunity to fill the existing food service positions, provide each candidate meets the established hiring criteria of the selected Concessionaire. Contractors doing business with the Licensor are expected to be equal opportunity employers who achieve or attempt to achieve parity in the representation of women and minorities in their work force.
 - j) A general outline of purchasing policies.
 - k) Measurable quality control programs.

Concession Sales

Jan – Dec 2014	\$461,075.13
Jan – Dec 2015	\$373,628.97
Jan – Aug 2016	\$426,338.45

Concession Sales Surcharge

The City will require the concessionaire to add a 5% surcharge on all sales.

The concessionaire will pay the City or designee (Management Company) within 10 business days each month the amount collected from the surcharge.

This surcharge will be used to fund capital improvements in the LMA.

Exhibit A - Event attendance history

Exhibit B - Food service equipment inventory

EVALUATION CRITERIA

The City will designate a Committee to evaluate all Proposers to qualify them as being responsible and responsive to the requirements of the Proposal. The City will award the contract on the basis of the most advantageous proposal taking into account proposal quality and proposal price.

Minimum Criteria: Proposals failing to comply with one or more of the minimum criteria set forth below may be disqualified from further consideration. Proposals which fulfill all minimum criteria will be evaluated on the basis of the comparative criteria.

1. Proposer must have experience with the provision of food and beverage services at similar facilities.
2. Proposer must have relevant experience in the following area(s):
 - a. Operating food and beverage concessions at a theatre or similar setting;
including contracting with food vendors, concessions area;
maintenance and cleanliness, and high end catering of special events;
and serving liquor
 - b. Must show ability to aggressively market LMA to attract events, patrons and conventions
 - c. Point of Sale and Financial Systems,
 - d. Proposer must have complied with all requirements of the RFP.
3. Proposer must respond to each of the following areas(s):
 - a. Must provide evidence of past performance and three (3) references
 - b. Must demonstrate related experience
 - c. Must detail the organizational plan and management plan for the facility, including menu offerings and prices
 - d. Must provide a detailed business plan/pro-forma
 - e. Must provide evidence of corporate resources and industry networking
 - f. Must be willing to provide capital investment in the facility, subject to the City's approval
 - b. Must provide a price proposal for three (3) years

Comparative Criteria: All Proposals meeting the minimum criteria will be evaluated on the basis of the following comparative criteria. The City reserves the right to consider any one or all of the following criteria:

1. Concessionaire's experience in similar facilities

Highly Advantageous

Eight (8) or more years of experience in management of comparable facilities and successful marketing thereof.

Advantageous

Five (5) or more years of experience in management of comparable facilities and successful marketing thereof.

Acceptable

Three (3) or more years of experience in management of comparable facilities and successful marketing thereof.

Unacceptable

No experience.

2. Performance Record

Highly Advantageous

Proposer receives three (3) strongly favorable recommendations out of three reference checks with persons who can attest to the Proposer's ability to successfully manage such facilities.

Advantageous

Proposer receives two (2) strongly favorable and one (1) favorable recommendations out of three reference checks with persons who can attest to the Proposer's ability to successfully manage such facilities.

Acceptable

Proposer receives one (1) strongly favorable and two (2) favorable recommendations out of three reference checks with persons who can attest to the Proposer's ability to successfully manage such facilities.

Not Advantageous

Proposer receives no strongly favorable recommendations out of three reference checks with persons who can attest to the Proposer's ability to successfully manage such facilities.

Unacceptable

No references provided

3. Financial Proposal

Highly Advantageous

Proposer offers a revenue sharing deal structure which pays more than 30% of gross revenue to the LMA.

Advantageous

Proposer offers a revenue sharing deal structure which pays 30% of gross revenue to the LMA.

Not Advantageous

Proposer offers a revenue sharing deal structure which pays less than 30% of gross revenue to the LMA.

Unacceptable

Proposer offers an alternative deal structure, including a fee-based management agreement.

EXHIBIT A - NON-COLLUSION STATEMENT

The following certificate is required by Massachusetts General Laws, c. 40 s. 4b-1/2. Please include it in your non-cost proposal.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Name of person signing proposal

Name of Company

EXHIBIT B - TAX COMPLIANCE STATEMENT

I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all tax returns and paid all state taxes required under law.

* Signature of Individual
or Corporate Name (Mandatory)

Corporate Officer

** Social Security Number
(Voluntary or Federal Id Number)

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges all addenda.

ADDENDA NUMBER

DATE ISSUED

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Bidder shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A and with the City's Conflict of Interest terms stated in Article 33 of these Contract Documents.

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

AFFIDAVIT OF NON-COLLUSION

It shall be understood that any bid submitted to the City is made without collusion with any other bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

STATE OF: _____ Date: _____

COUNTY OF: _____ S.S.: _____

The undersigned being duly sworn, deposes and says that he/she is the

(Sole Owner; Partner, President, Treasurer,
or Other Duty Authorized Official of a Corporation)

of _____
(Name of Firm as Appearing in Submitted Proposal)

and works in _____
(City/Town)

and certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20 ____

Notary Public: _____ My commission expires: _____

Signature of Bidder _____

Print Name and Title _____

Company Name and Address _____

Telephone Number _____

Email Address _____

COST PROPOSAL

Respondent must submit the Cost Proposal to the City in a sealed package separate from the Technical Response