

LEGAL NOTICE

Request for Proposals

A Qualified Professional(s) to Book Performances and Manage the Chelmsford Center for the Arts

The Town of Chelmsford, acting through its Town Manager, is seeking proposals from a qualified professional(s) to Book Performances and Manage the Chelmsford Center for the Arts venue.

Separate Price and Non-Price Proposals pursuant to M.G.L c.30B s.6 are required. Proposals must be in sealed envelopes plainly marked on the outside: "RFP Book Performances and Manage the Chelmsford Center for the Arts" and delivered to the Town Manager's Office, Town of Chelmsford at 50 Billerica Road, Chelmsford, MA 01824, no later than 10:00 a.m. Local Time on Friday, April 1, 2022.

Bid documents will be available at the Town Manager's Office, 50 Billerica Road, Chelmsford MA 01824 on or after February 28, 2022 or by calling Paul Cohen, Town Manager at 978-250-5202 or e-mail at pcohen@chelmsfordma.gov.

The Town of Chelmsford reserves the right to accept or reject any and all proposals, in part or in whole, should it be in the public interest to do so. This contract will be awarded to the lowest responsible and responsive vendor offering the most advantageous proposal in accordance with Massachusetts General Law c.30B s.6.

Advertisements placed as follows:

Newspaper	Published:	THURS, Feb 24 2022
Goods and Services	Published	WED, Feb 23, 2022
Town Posting	Posted:	WED, Feb 23, 2022
COMMBUYS:	Posted:	THURS, Feb 24, 2022

**Town of Chelmsford
50 Billerica Road
Chelmsford, MA 01824**

**Request for Proposals: A Qualified Professional(s) to Book Performances and Manage
the Chelmsford Center for the Arts**

Proposals Due: April 1, 2022 at 10:00 A.M.

Proposals Received at: Town Manager's Office
Town of Chelmsford
50 Billerica Road
Chelmsford, MA 01824

Contact: Paul Cohen, Town Manager
Telephone Number: 978-250-5202
Email: pcohen@chelmsfordma.gov

The Town of Chelmsford is seeking a qualified professional(s) to provide performance booking and management services at the Chelmsford Center for the Arts. The Town owns the property located at 1A North Road, Chelmsford, Massachusetts.

BID SUBMITTAL

Separate Price and Non-Price Proposals pursuant to Massachusetts General Laws Chapter 30B, Section 6 are required. Proposals must be in sealed envelopes plainly marked on the outside:

- "Book Performances and Manage the Chelmsford Center for the Arts - Price Proposal" and
- "Book Performances and Manage the Chelmsford Center for the Arts – Non-Price Proposal".

Price proposal envelopes will remain sealed until the "Non-Price Proposal" has been evaluated.

The Town of Chelmsford reserves the right to accept or reject any and all proposals, in part or in whole, should it deem to be in the public interest to do so. This contract will be awarded to the lowest responsible and responsive vendor offering the most advantageous proposal in accordance with the provisions of Massachusetts General Laws Chapter 30B, Section 6.

COMPLIANCE WITH RFP

Bidders must comply with all requirements of this RFP in order to be eligible for contract award.

Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake in a bid is evident and the intended bid is clear on the face of the **Bid Price Form**, the mistake will be corrected to reflect the intended correct bid and the bidder will be notified in writing. The bidder may not withdraw such a bid. The Town of Chelmsford may reject or a bidder may withdraw a bid if a mistake is clearly evident on the face of Form A – General Bid Form, yet the intended correct bid is not similarly evident.

One contract will be awarded only to a responsive and responsible established bidder capable of performing the services contemplated and meeting the minimum criteria set forth in the specifications. Each proposal will be screened to determine whether it meets all of the proposal submission requirements as described in these General Instructions to Bidders.

NOTE:

- Any proposal which fails to include the information or documentation specified in the proposal submission requirements will be considered nonresponsive, shall be rejected and shall not be evaluated further.
- Any proposal which includes information on the Non-Price Proposal forms that does not meet minimum specifications for the information required on the form will be considered non-responsible, shall be eliminated from the competition and shall not be evaluated further.

PRE-BID CONFERENCE/SITE INSPECTION

A pre-bid conference will not be scheduled. A site inspection may be scheduled by contacting the Town Manager via the contact information listed above.

DURATION

The contract duration shall be from June 1, 2022 to June 30, 2025, with a two (2) one-year options to be exercised at the Town's discretion.

MODIFICATIONS TO BID

A bidder may correct, modify, or withdraw a bid by written notice received by the Town of Chelmsford not later than the close of business on the day before the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___." Each modification must be numbered in sequence, must reference the original RFP and must be signed by the same person who signed the **Form A - General Bid Form** or a surrogate so authorized in writing.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Chelmsford or fair competition as determined by the Town of Chelmsford.

RULE OF AWARD

An award will be made as follows:

An award will be made to the lowest, responsive, and responsible bidder offering the most advantageous proposal for the goods and/or services that are the subject of this RFP (subject to the Town's budget appropriation).

The Town Manager will review the non-price proposals. The non-price proposals will be evaluated without knowledge of prices.

TIE BREAKER

In the event of a tie, the top bidders may be subject to an additional interview phase.

TIMEFRAME FOR AWARD

All bid prices submitted in response to this RFP must remain firm for 30 (thirty) days following the bid opening or until a contract is executed, whichever occurs first.

RESERVED RIGHTS

The Town of Chelmsford reserves the right to:

1. Cancel this RFP at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice.
2. Accept or reject, in whole or in part, any and all bids as permitted by law.
3. Award contracts as it deems best serves the interests of the Town of Chelmsford.
4. Waive or adjust non-statutory bid requirements before or after bids are opened in whatever ways it deems best serves the interests of the Town of Chelmsford, while also being non-prejudicial to the interests of fair competition.

CONTRACT

A signed contract will result from this RFP and will remain in effect for the contract period or until the purpose of the contract is fully realized.

EXPERIENCE

Bidders must demonstrate competency in the business of providing the services specified in this RFP by conformance with the following criteria:

- a. Bidders must be experienced sellers of performance booking and building management services.
- b. A minimum of two years of experience in performance booking and building management services.
- c. Receive favorable ratings from at least three (3) references.
- d. Bidders that do not meet these minimum qualifications will not be considered.

REFERENCES

Bidders must provide a list of services made within the last three years. Use a separate sheet(s) clearly marked "REFERENCES" to provide the following information for each reference.

1. Name
2. Street Address
3. City, State, Zip
4. Contact Person
5. Telephone number
6. Relationship to the Bidder

SUBCONTRACTORS

- a. Bidders must supply a list of sub-contractors if applicable.

PRODUCT SPECIFICATIONS

Section 1: General Product Description

The following specifications are to **Book Performances and Manage the Center for the Arts.**

Section 2: General Specifications

The Town of Chelmsford is interested in working with a professional(s) to market, promote, and manage artistic performances at the Chelmsford Center for the Arts for the benefit of the community for entertainment value and economic development.

The Chelmsford Center for the Arts includes two spaces that are designed for performances. Volunteers Hall has seating capacity for approximately 200 persons on the Hall floor in a typical arrangement.

The second space beyond the parking lot entrance contains a small performance area with loose seating that can be arranged for up to approximately 30 persons.

A parking lot is located next to the building and may be considered for performance permit parking.

The Select Board has issued a permanent liquor license for the Chelmsford Center for the Arts. The bidder would be required to apply to the Chelmsford Select Board for a transfer of the liquor license in order to serve alcohol at the building.

The Town of Chelmsford Department of Public Works Public Facilities Division will continue to maintain the facility. The Bidder would manage the operations inside the building and would be responsible for the utility and cleaning costs for building operations.

The expectation to the Bidder is that there will be a minimum of 20 performances annually in the Volunteers Hall.

The Bidder may rent the studio rooms in the building, may host conferences, weddings, events, and other similar activities in the building.

Scope of Services:

The Manager will be responsible for, but not limited to, the following items during a contracted event: bookings, box office and ticketing system, security staffing, concession staffing and operation, stagehands, parking lot management, advertising, equipment rental, insurance, additional sound and/or lighting rental, control operation, programming expenses, novelties and concessions, house manager, ticket takers, ushers, technical director, and licenses.

The Manager is responsible for the protection of the property at all times when occupying the building.

Proposal Submission Requirements

The **Non-Price Proposal** must clearly be marked: **“Book Performances and Manage the Chelmsford Center for the Arts- NON PRICE PROPOSAL”**

All **Non-Price** proposals shall, at a minimum, include the following:

- Cover Letter: A letter indicating the individual(s)/organization’s interest and ability in providing the services as outlined in this RFP, attesting that the individual(s)/organization has the financial and management expertise required, is able to comply with all policies and requirements outlined in this document, and is able to enter into a contract with the Town to provide these services.
- Programming Plan: a narrative description of the plan to attract programming to the facility. A description of potential promoting partners and types of programming expecting to provide.
- Marketing Plan: A narrative description of the plan to market the facility and partner with the Town of Chelmsford and local businesses, media to be utilized, and website information.
- Operating Plan: a narrative description of staffing to be provided by types of programing booked and to resumes of key individuals.

The **Price Proposal** shall contain one (1) original sealed price proposal signed by an individual authorized to bind the Bidder. The sealed envelope must be clearly marked **“Book Performances and Manage the Chelmsford Center for the Arts – PRICE PROPOSAL”** and include the following:

- Revenue Plan: A detailed financial commitment to The Town of Chelmsford.

TERM

The initial term of the agreement shall be for three years, with the Town’s option to extend for two (2) additional one (1) year terms.

Accessories & Insurance

- Insurance
 - If awarded a contract , the Bidder must provide the Town of Chelmsford with a copy of Insurance certificates documenting amounts of coverages for:
 - Public Liability and Property Damage Liability Insurance,
 - Comprehensive Vehicle Liability and Property Damage Insurance; and
 - Statutory Workman’s Compensation Insurance.
 - Evidence of existing workers’ compensation insurance policy must be provided in accordance with MGL Ch. 152, Section 25C and attached.
 - Insurance Requirements are listed below.

- Copy of W9 is required and must be attached.
- Non-collusion and fraud certification are required, must be signed, and attached.

INSURANCE REQUIREMENTS: The Contractor shall carry and maintain, for the life of this contract, a \$1,000,000 umbrella policy and all insurance as specified below, and in such form as covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by him/her self or by any person or anyone directly or indirectly employed by either of them. The coverage shall include the Town of Chelmsford as an additional insured and amounts of such insurance shall be as follows:

A: Workers Compensation

Statutory State, Massachusetts Coverage Limit, \$100,000 each employee

B. General Liability

1. Limits of Liability Combined Single Limit

Bodily Injury and Property Damage of \$1,000,000

2. Arrangement of Coverage

- a. Premises Operations
- b. Owners and Contractors Protective
- c. Broad Form Comprehensive General Liability Endorsement or equivalent to include Broad Form Contractual, Personal Injury, Broad Form Property Damage.

Cross Liability

Professional Liability

C. Automobile

1. Limits of Liability

Combined Single Limit

Bodily Injury and Property Damage of \$1,000,000

2. Arrangement of Coverage

- a. Employer non-owned
- b. Hired Car
- c. All Owned or Leased Vehicles

Said policies shall be so written that the Town of Chelmsford will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation.

Certificates in duplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the Town of Chelmsford before operations are begun. Such certificates shall contain a statement referring specifically to this contract to the effect that all insurance coverage herein required has been provided. Certificates shall be filed before the award can be made. Signatures on all certificates and insurance forms must be original signatures.

Insurance under which the Town shall be named as in "Insured" or as "Additional Interest" shall be carried with an insurance company licensed to write such insurance in the Commonwealth of Massachusetts.

The Contractor shall indemnify and save harmless the Town, and all of its officers, agents, and employees from all suits, actions or claims of any character.

CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the Town Manager's Office no later than five (5) business days prior to the Due Date. Should the Town make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Bidders in the form of written Addenda. No officer, agent, or employee of the Town is authorized to amend any provision contained in this IFB, including the specifications, unless such amendment is issued as an Addendum and sent to all Bidders in accordance with this Section (Clarification of Specifications). Bidder is required to acknowledge all addenda.

EVALUATIVE CRITERIA

In your proposal please include discussion of both the minimum criteria as well as the topics listed below and how they apply to your organization.

1. Experience (experience from references will be included in evaluation):

- Highly Advantageous:** The proposer has a minimum of five (5) years experience operating and managing Performance Booking and Building Management Services for similar size venues and program mix.
- Advantageous:** The proposer has a minimum of three (3) years of experience operating and managing Performance Booking and Building Management Services for similar size venues and program mix.
- Not Advantageous:** The proposer has no more than (2) years of experience operating and managing Performance Booking and Building Management Services for similar size venues and program mix.
- Unacceptable:** The proposer has less than two years of experience.

2. Programming :

- Highly Advantageous:** The proposal programming plan offers varied entertainment and educational experiences for the community and can sustain use of the facility for 30 or more events per year.
- Advantageous:** The proposal programming plan offers varied entertainment and educational experiences for the community and can sustain use of the facility for 20 or more events per year.
- Not Advantageous:** The proposal programming plan offers varied entertainment and educational experiences for the community and can sustain use of the facility for less than 20 events.
- Unacceptable:** A proposal programming plan is not included.

3. Marketing :

- Highly Advantageous:** The proposal identifies strategies to partner with the Town of Chelmsford business and commits to an ongoing relationship with the Director of Business Development to promote events with local business and provides examples of success in other communities.
- Advantageous:** The proposal identifies strategies to partner with the Town of Chelmsford business and commits to an ongoing relationship with the Director of Business Development to promote events with local business.
- Not Advantageous:** The proposal does not identify significant strategies to partner with the Town of Chelmsford business.
- Unacceptable:** The proposal identifies no strategies to partner with the Town of Chelmsford.

4. Operations:

- Highly Advantageous:** The proposal details an operating plan, which identifies staffing by type of performance, and provides appropriate services for the attendees with resumes of experienced, key team members.
- Advantageous:** The proposal details an operating plan with resumes of experienced, key team members.
- Not Advantageous:** The proposal operating plan does not identify staffing by type of performance, and/or does not provide resumes of experienced, key team members.
- Unacceptable:** A proposal operating plan is not included.

5. Completeness and Quality of Proposal:

- Highly Advantageous:** The proposal is complete, concise, informative, and highly detailed. Evaluator is completely convinced about the proposer's ability to provide a high level of services for the Town of Chelmsford.
- Advantageous:** The proposal is complete, informative, and meets the criteria for responsiveness. Evaluator finds the proposer is able to perform in an adequate manner for the Town of Chelmsford.
- Not Advantageous:** The proposer meets the criteria for responsiveness. Evaluator finds the proposer may be able to meet the needs of the Town of Chelmsford.
- Unacceptable:** The proposal is incomplete.

FORM A – General Bid Form

This **General Bid Form**, with accompany information, is hereby submitted in response to the RFP cited above. All information, statements and prices are true, accurate and binding representations of its intentions and commitments in responding to this RFP.

This bid applies to **Book Performances and Manage Chelmsford Center for the Arts**

Bidder Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Phone: _____ e-mail: _____
Web Address: _____

Non-Collusion Statement

The undersigned certifies under penalties of perjury that this bid 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.

Taxes Paid Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am/my company is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and VENDORS, and withholding and remitting child support.

Acknowledgement of Addenda: _____

For the Bidder:

X _____

Name: _____

Title: _____

Date: _____

**Attach certificate of corporate vote
(if a corporation)**

FORM B - BID PRICE FORM¹

Book Performances and Manage Chelmsford Center for the Arts

The Bidder proposes to provide rent to the Town of Chelmsford for the use of the Chelmsford Center for the Arts, in addition to the payment for the buildings utilities and cleaning services according to the following revenue plan: (**Appendix A, Specifications** of the RFP):

Description

- **Revenue Plan: A detailed revenue sharing plan providing the Managers financial commitment to The Town of Chelmsford based on event/ticket/concessions and any other potential revenue.**

Bidder: _____

Initials: _____

¹ (place in separate sealed envelope marked "Price Proposal")