

**STATE OF NEW JERSEY  
DIVISION OF PURCHASE AND PROPERTY  
REQUEST FOR INFORMATION  
MANAGEMENT AND OPERATION OF THE WAR MEMORIAL FACILITY**

**PURPOSE**

The purpose of this Request for Information (“RFI”) is to solicit potential options, approaches and strategies from vendors and other interested parties for management and operation of the War Memorial facility including the management of the Patriot’s Theater and various conference and board rooms. The State also welcomes information from interested parties that identify qualified vendors who can provide the services described herein.

**INTRODUCTION**

The New Jersey Department of Treasury, Division of Purchase and Property (the “Division”), on behalf of the State of New Jersey (“State”), is issuing this Request for Information (“RFI”) to identify options available to the State in connection with the procurement of management and operations services for the Patriots’ Theater and associated venues.

The War Memorial, located at 1 Memorial Drive, Trenton, NJ is part of New Jersey’s State House Capital Complex in the downtown Trenton area. The War Memorial was built in 1932 and was reopened to the public in January 1999 following a five-year multi-million dollar restoration/renovation project. The 1800 seat Patriots Theater at the War Memorial is actively engaged in presenting performing arts events for the community. The War Memorial building also has several interior spaces which can accommodate from 75-500 people for banquets, meetings or performances.

Currently, all box office operations are managed by the Department of State and the building operations are managed by the Department of Treasury with a mix of in-house staff and State contracted vendors.

Please note that this is an RFI, not a Request for Proposal (“RFP”). Responses to this RFI will not lead directly to a contractual relationship between a vendor or vendors with the State of New Jersey.

It is anticipated that information received in response to this RFI will be used to develop appropriate documentation (such as and RFQ or RFP) in support of a future procurement or procurements. While it is anticipated that many of the respondents to this RFI will be vendors, the State solicits information from any interested party on the topics described herein.

All information submitted by respondents to this RFI shall be considered public information.

**GENERAL REQUIREMENTS**

The State is interested in exploring options for the management and operations of the War Memorial and Patriots Theater other than the existing model wherein State employees and contract vendors handle the daily management and operations.

### **Particular Areas of Interest:**

The State is interested in receiving information that it can utilize to ultimately decide how best to approach the procurement for and conduct of operation for a private entity to manage and operate the War Memorial. The State is seeking to improve the success of the theater and also reduce the costs associated with the War Memorials' operations.

The State is interested in potential options and strategies in all or some of the following areas:

1. Management and operation of the War Memorial to include planning, organizing, directing, controlling, booking, promotion, marketing and staffing
2. Building maintenance to include custodial services and security guard service. Other building maintenance services currently provided by Treasury, unless it benefits the State to privatize all building functions.
3. Financial arrangements (rental fees, tiered fees, etc) with regard to the rental of the theater, ballroom and meeting rooms.
4. Options to include sale of alcoholic beverages. The War Memorial currently does not hold a liquor license.
5. Options for; shared profit arrangement, management fee structure or any other system of fees for services.
6. It is not the intent of the State to sell the War Memorial, however the State is open to suggestions on annual leasing arrangements or other options.

The state welcomes information from vendors and other interested parties on any of the areas listed above, or any combination thereof.

### **SUBMISSIONS REQUIREMENTS IN RESPONSE TO THIS RFI**

Responses to this RFP must be e-mailed to [Linda.Spildener@treas.state.nj.us](mailto:Linda.Spildener@treas.state.nj.us). The State will only accept electronic responses to this RFI. Responses to this RFI must be received electronically no later than 2:00 PM ET on 10/22/10. Responses will be acknowledged electronically by return-e-mail.

Responses to this RFI should be as thorough, detailed and concise as possible. Responses may be submitted in either Word or Adobe Acrobat formats, with PowerPoint presentation and EXCEL spreadsheets as supplements.

Issuance of this RFI does not obligate the State to any particular course of action with regard to this project. The State reserves the right both to engage one or more vendors through an RFP process.

Potential providers and other interested parties should supply contact information for follow-up.

In response to this RFI, the vendor or responding party is requested to supply the following information:

1. Introduction to the respondent's organization, and if the respondent is a vendor, information such as; parent company, age, size, number of customers, number of employees, etc. Please include ownership structure and the services offered.
2. Contact name(s) and information for questions the Division might have concerning this information.
3. List of relevant web sites for the respondent and its offerings, including, if respondent is a vendor, URL references for similar projects the company has successfully completed. The respondent should identify major customers who use the vendor's services and are willing to service as a reference regarding operations and management services.
4. Information and recommendations regarding the preliminary design specifications, business requirements and features that would best address the "General Requirements" set forth above. This should include:
  - a) Provide narrative description of your approach to managing the theater to include box, office, concessions, etc.
  - b) Provide initiatives to improve success of the theater, increase revenue and reduce costs
  - c) Provide fee structure
5. If the respondent is a vendor, identification of current or completed engagements to implement similar projects for other state or local governmental entities. Respondents other than vendors are also welcome to provide references to similar projects that they believe would be useful to the State in planning and implementing this project.

The State reserve the right to use, adopt or incorporate any recommendations presented in the responses to this RFI in the development of an RFQ/RFP or other process for the procurement of these services or to conduct a comprehensive disparity study.

Neither the State nor the responding vendor or interested party has any obligation under this RFI. A vendor or interested party responding to this RFI is responsible for its own costs of responding, and is not guaranteed in any way that it will secure a contract with the State for this project or for any other purposes.

The State may request that some of the vendors or interested parties submitting responses to this RFI, present oral presentations and/or demonstrations relating to their responses, products and services.

Note: for your reference a conceptual scope of work (SOW) has been developed and attached, Exhibit A, as such. The SOW is not intended to include or exclude any ideas or concepts, but is simply for reference.

## **Exhibit A**

### **New Jersey Department of State's Request for Proposal to privatize the management and operation of the War Memorial facility**

#### **BACKGROUND**

The War Memorial was built in 1932 as a memorial to those from Trenton and Mercer County who died during World War I. The War Memorial is part of New Jersey's State House Capital Complex in the downtown Trenton area. Located at 1 Memorial Drive, the building is a short walk from the State House, the nation's second oldest capitol building, the State Library, the NJ State Museum and the Old Barracks Museum. Additionally, the War Memorial is located adjacent to the Lafayette Yard Marriott and is a short drive or walk to the Sun National Bank Center and Mercer County Waterfront Park on the Delaware River.

The War Memorial was reopened to the public in January 1999 following a five-year, 35 million restoration-renovations and is poised to recapture its place as one of the region's finest performing arts center and conference centers in the area.

The Patriots Theater at the War Memorial is actively engaged in presenting performing arts events for the community; including music, dance, comedy, opera and family programming. Presently the theater is home to the Greater Symphony Orchestra, the New Jersey Symphony Orchestra, Boheme Opera New Jersey, the Garden State Theatre Organ Society, and the American Repertory Ballet. The Trenton War Memorial has served as a world-class stage for ballerinas and divas, maestros and magicians, crooners and cowboys, jazz stars and jokesters, presidents and governors, as well as for the top tier of New Jersey's governmental, social, cultural and business leadership.

The War Memorial building has several interior spaces including the Patriots Theater, an 1800 seat concert hall; the George Washington Ballroom, which can accommodate up to 500 people for banquets, meetings or performances; the Turning Point Conference Room and the Woodrow Wilson Board Room, which are used for meetings and smaller parties, accommodating 75 people each; and the Delaware River Room, a banquet and meeting space below the ballroom that accommodates 300. The War Memorial building also houses a high-tech room, used as a production office for visiting companies. The facility also has 8 dressing

rooms, 1 with a private restroom, 2 common restrooms and 2 single showers for the performers.

The War Memorial utilizes the occasional labor of experienced stagehands to present professional performances, to maintain the theatrical equipment, and to provide professional sound and lighting services for conferences and banquet clients.

### **INTENT**

The intent of this Request for Proposal is to seek a means of privatizing the management and operation of the War Memorial facility including the management of the Patriot's Theater, George Washington Ballroom, Turning Point Conference Room, the Woodrow Wilson Board Room and the Delaware River Room. The objective of the Department with regard to this initiative is to have the new management company take over all of the responsibilities of operating and managing the theater and its associated venues.

Operation and management services shall include but not be limited to planning, organizing, directing, controlling, booking, ticketing, promotion, marketing, security, building maintenance, custodial services and other similar services customarily provided in this industry.

Enter into appropriate financial arrangements with regard to the rental of the Theater, ballroom and meeting rooms. The financial arrangements may include: rental fees, tiered fee structure, percentage rental fee or any other arrangement that meets the objective of this RFP.

The Department expects the new Manager to continue to offer events that will attract a broad range of the population segments to fulfill this mission. The operator shall continue the historical mix of events such as classical, opera, rock, dance, ethnic programs, popular performers and daytime programming and tours for children, seniors and other various groups.

The managers initiatives shall 1) improve the success of the facility; and 2) reduce the costs associated with the War Memorial's operations.

While it is not the intent of the State to sell the War Memorial, proposers may offer alternate scenarios which might include options such as annual leasing of the facility. The Department of State is open to all other suggestions needed to accomplish this effort as long as it meets the goal outlined in this RFP.

It is the intent of the State of New Jersey to issue a contract to a qualified vendor to manage and operate the War Memorial Patriots Theater facility on or about July 1, 2011.

### **SCOPE OF SERVICES**

**Mission Statement:** The intent and purpose of this RFP is to benefit the people in the State of New Jersey by providing a broad array of events which appeal to all segments of the community. Additionally, the Manager will safeguard all aspects of the States investment in the facility and maintain the integrity and reputation of the War Memorial and Patriots Theater.

The Manager shall fully and completely operate and manage the War Memorial with respect to all of its activities that shall take place including but not limited to, the rental of space, advertising, promotion, marketing and sales, events management, box office, public relations, procurement, maintenance, security, custodial services, and support services including, but not limited to, food and beverage requirements for performances, conferences, conventions, weddings, special events, meeting and any other event that requires support services in the War Memorial as deemed necessary.

The manager shall maximize the utilization of the War Memorial and its revenue generating capability through active solicitation and promotion of events and maximize the economic impact of the War Memorial in the City of Trenton and the entire region in terms of hotel, restaurant and retail patronage. Whenever it is possible the manager shall involve all segments of the community in the War Memorials sponsored activities.

The War Memorial does not currently hold a liquor license to sell alcoholic beverages. Proposals may be submitted to include both the option to sell alcoholic beverages as well as proposals without the sale of alcoholic beverages. Proposals that include the sale of alcohol shall include the means by which such sales will be controlled and managed.

#### **Box Office Operations:**

The manager will operate all aspects of the Box Office operation including staffing, scheduling, daily ticket sales and sales during the event, respond to telephone and email inquiries, receptionists for the building, disseminate information to the public, provide daily ticket sales reports and daily reconciliation, make deposits and supervises the concession vendors. Provide tours of the War Memorial for school children, seniors and various other groups visiting the facility. The tour includes detailed historical information pertaining to the age, cost, and reason

for the renovation, and the purpose it serves. The tour also includes a demonstration of the in-house theater pipe organ and provides some of the names of some of the famous past and present performers and dignitaries who have grace the stage of the facility.

The manager will ensure all of the War Memorial rules and regulations are followed by the client to create a safe and secure environment for the staff members and patrons. In the event of an emergency situation the Manager will notify the proper authorities and assist with the evacuation of the facility.

**Production:**

The Manager will be responsible for the development, production, presenting, scheduling, booking, marketing, design and promotional materials, set-up and break down of all performances, concerts, plays, conferences, meetings, room rental sales and all other events held within the facility. Scheduling and supervising event staff including: custodial porters, stagehand labor, house managers, security guards, HVAC Engineers, runners, fire watch personnel, and administrative staff.

The Manager will be responsible for negotiating and fulfilling all of the artists needs according to their contract rider including; payment(s), production needs, sound, lights, video, backline, hospitality needs, ushers, catering, dressing room requirements, towels, hotel accommodations, ground transportation, labor requirements, trucks, buses, and limousine parking requirements, artists comps and runners. It is the responsibility of the manager to secure the performing, musical, and legal rights for all performances and performance-related activities conducted at the War Memorial facility during the term of the agreement.

The Manager shall engage an individual with managerial experience in similar facilities as a full-time, on-site general manager of the facility. The Manager will have general supervisory responsibility and will be responsible for the day-to-day operations of the facility, supervision of the employees, and management and coordination of all activities associated with the events at the facility. The Manager will also schedule and provide site visits and walk thru's with clients and potential clients and develop and maintain cross marketing relationships with the local area venues including the Sun National Bank Center, Trenton Thunder Stadium, Passage Theater, Trenton Marriott, etc..

The Department requests that the proposers describe in detail the management and operating services they will provide.

## **OWNERSHIP OF THE FACILITY**

Throughout the Term, the State of New Jersey shall retain ownership of the War Memorial facility, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property. Any data equipment or materials furnished by the State and provided to the Manager or acquired by the Manager as an operating expense for use at the facility shall remain the property of the State and shall be returned to the State when it is no longer needed by the Manager to perform the require duties. All proprietary computer software developed or otherwise owned or licensed by the Manager in furtherance of its duties shall remain the sole property of the Manager upon expiration or termination of this agreement.

## **PERSONNEL**

All staff and other personnel shall be engaged or hired by the Manager, and shall be agents or independent contractors of the Manager and not affiliated with the State. The Manager shall select the number of its employees and shall control the terms and conditions of the employment relating to such employees.

## **FISCAL RESPONSIBILITY; REPORTING**

The Manager agrees to keep and maintain, at its office in the facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the facility. Such records, including books, ledgers, journals, and accounts shall contain all entries reflecting the business operations of the Manager. The Department of State or its authorized agent shall have the right to audit and inspect such records from time to time during the term upon reasonable notice to the Manager during ordinary business hours.

The Manager agrees to provide to the State, within thirty (30) days after the end of each quarter financial reports for the facility. In addition, the Manager agrees to provide the State, on a monthly basis, a summary of bookings and financial reports for each event held at the facility during the preceding month.



## **AUDIT**

The Manager agrees to provide the State within one hundred twenty (120) days following the end of each operating year, a certified audit report on the accounts and records as kept by the Manager for the facility. Cost associated with obtaining the audit report shall be paid by the Manager.

## **CAPITAL IMPROVEMENTS**

The State shall be solely responsible for all capital improvements at the facility; provided; however the State shall be under no obligation to make capital improvements. A capital improvement shall mean expenditure for a building addition, alteration, improvement or purchase of additional or replacement furniture, machinery, or equipment, where the cost is greater than \$5,000 and the depreciable life of the item is according to generally accepted accounting principles, in excess of 5 years. Notwithstanding the foregoing, the Manager shall have the right to make emergency repairs at the facility. The Manager shall use its best efforts to notify the State prior to making emergency repairs, and in any event shall notify the State within 24-hours after making any emergency repairs. Emergency repairs are those repairs or abatements that must be performed immediately to eliminate or avoid an imminent danger to persons or property and/or an unsafe condition at the facility threatening persons or property. The Manager shall be reimbursed by the State for any expenditure concerning emergency repairs.

## **INDEMNIFICATION**

The Manager agrees to defend, indemnify and hold harmless the State and its officers, employees and agents, against claims, causes of action, costs, expenses (including reasonable attorney fees) liabilities, or damages suffered by them, arising out of or in connection with any negligent act or omission, or intentional misconduct, on the part of the Manager or any of its employees or agents in the performance of its obligations or a breach by the Manager of any of its representations, covenants or agreements made.