

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

LEA THEATER DIGITAL CONVERSION

PROPOSAL #031015



RFP Deadline:

Tuesday, April 7, 2015
5:30 P.M. (MST)

Submit Proposals To:

Mr. Jared Cobb
Assistant City Manager
City of Lovington
214 South Love Street
P.O. Box 1268
Lovington, NM 88260
jcobb@lovington.org

**LEGAL NOTICE OF REQUEST FOR PROPOSALS
LOVINGTON, NEW MEXICO**

**LEA THEATER DIGITAL CONVERSION
CITY OF LOVINGTON
PROPOSAL #031015**

DUE DATE: TUESDAY, APRIL 7, 2015 BY 5:30 P.M. (MST)

The City of Lovington, New Mexico will receive sealed proposals in the Executive Department, 214 South Love Street, Lovington, New Mexico, for the Lea Theater Digital Conversion.

The Request for Proposals, any future addenda, and all related information may be obtained from the City of Lovington's website at www.lovington.org under "Procurement" or by contacting the Finance Department, 214 South Love Street, Lovington, New Mexico 88260, (575) 396-2884, gchapman@lovington.org.

James R. Williams, City Manager

Publish in Lovington Leader: March 12, 2015

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Table of Contents

| | |
|---|-----------|
| SECTION 1.0 - OVERVIEW | 4 |
| 1.01 Background | 4 |
| 1.02 Purpose of the RFP | 4 |
| 1.03 Selection Process | 4 |
| 1.04 Award | 4 |
| 1.05 Required Documentation | 4 |
| SECTION 2.0 – TERMS AND CONDITIONS | 6 |
| SECTION 3.0 – SCOPE OF WORK | 10 |
| 3.01 General | 10 |
| 3.02 Projection Booth..... | 10 |
| 3.03 Sound System and Speakers..... | 11 |
| 3.04 Auditorium Improvements..... | 11 |
| 3.05 3D System | 11 |
| 3.06 Warranty and Specifications | 11 |
| 3.07 Delivery, Installation, and Training Requirements..... | 12 |
| SECTION 4.0 – EVALUATION OF PROPOSALS | 13 |
| APPENDIX | 14 |
| Proposal Form | 15 |
| Options, Exceptions, or Variations | 16 |
| Campaign Contribution Disclosure Form | 17 |
| Bid Form – Resident/Veterans Preference Certification..... | 19 |

SECTION 1.0 – OVERVIEW

1.01 BACKGROUND

The Lea Theater (c. 1948) is a historic one-screen theater located at 106 East Central Avenue in Lovington, New Mexico. In 2014, the City of Lovington purchased the Lea Theater with the intent to find a business or non-profit organization to rehabilitate the facility and resume operations. The City selected the non-profit Lea Community Foundation for the Arts (hereinafter “LCFA”) on August 11 to operate the Lea Theater. The LCFA plans to renovate the theater and upgrade the equipment to support live performing arts, first-run movies, and other special events.

1.02 PURPOSE OF THE RFP

The City of Lovington is soliciting proposals to convert the existing 35 mm film system of the Lea Theater to a new digital projection system, with DVD and live feed satellite capabilities, sound and screen upgrades.

1.03 SELECTION PROCESS

At its discretion, the City may require the vendor to make an oral presentation of their proposal, to provide demonstrations, or to submit further written literature. These presentations provide an opportunity for the vendor to clarify the proposal. The City will schedule any such presentations or requests for information. The award/negotiation sequence will be based on a formal methodology established by the City.

1.04 AWARD

Once the proposals are opened, a committee selected by the City will evaluate each proposal, taking into consideration the criteria and methodology stipulated in this RFP. The City, sole judge in evaluation considerations, may make an award to the vendor(s) that submits the proposal judged to be most advantageous. A recommendation will be presented to the City Commission, which will be in the best interest of the City as determined by the Evaluation Committee. The City reserves the right to award on an all-or-none basis. The award will only be to responsible vendor(s) qualified by experience to perform the services specified herein. All proposals submitted shall be valid for a period of one hundred eighty (180) calendar days from the date of the proposal opening.

1.05 REQUIRED DOCUMENTATION

The following items shall be included to be deemed responsive and complete:

- One (1) original and five (5) bound identical copies of the proposal
- Table of Contents page
- Narrative addressing the evaluation criteria

- Certificate(s) of insurance
- Proposal Form (Appendix)
- Options, Exceptions, or Variations Form (Appendix)
- Campaign Contribution Disclosure Form (Appendix)
- Bid Form – Resident/Veteran’s Preference Certification (Appendix)
- Copy of New Mexico Resident Bidder or Resident Veteran Business Certificate (if applicable)
- Any amendments to this RFP must be acknowledged in writing and signed by an authorized officer of the bidding organization
- Current Internal Revenue Service W-9 Form
- Specification sheets for all major components consisting of projector, speakers, sound processor, sub-woofer, satellite delivery system, 3D system, and VNC system

SECTION 2.0 – TERMS AND CONDITIONS

1. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the City and the successful offeror.
2. All proposals will be sealed, addressed, and delivered to: Executive Department, City of Lovington, 214 South Love Street, P.O. Box 1268, Lovington, New Mexico 88260 by April 7, 2015 at 5:30 P.M. (MST). Please mark the outside of the envelope PROPOSAL #031015. It is the offeror's responsibility to see that the proposal arrives on time. Late proposals, faxes, and emails will not be accepted. Telephone proposals will not be accepted.
3. All firms submitting proposals will be notified by letter of the Commission's award which will be conditioned upon entering into a formal written contract acceptable to the City.
4. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
5. All proposals will be valid until the Agreement is awarded. Contents of any proposal will not be disclosed upon opening so as to be available to competing offerors during the negotiation process.
6. Proposals will be evaluated according to factors set forth on the attached sheet. Each factor will be given the weight indicated.
7. The City reserves the right to waive technical irregularities in the form of the proposal which do not alter the quality or quantity of the services, and the City may reject any or all proposals when it is the best interest of the City to do so.
8. The City of Lovington Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 will apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.
9. In submitting this proposal, the offeror represents the offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are part of this Request for Proposals.
10. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competitive bidding in connection with this proposal submitted to the City of Lovington.

11. The City will negotiate a contract with the highest qualified business(es) as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. Contract may be subject to approval by the New Mexico Economic Development Department or another department of the state of New Mexico.
12. This agreement is subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The rights and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it will not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated immediately by the contracting agency.

13. The offeror will save and hold the City harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by any employee or person, including wrongful death, or damage to property as a result of any negligence, misconduct or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this contract.
14. It is expressly agreed and understood that the offeror is not authorized to act as an agent of the City or to enter into any contract on behalf of the City. It is also acknowledged that the offeror, its agents and employees, by virtue of award of this proposal, are not entitled to any fringe benefits available to the employees of the City of Lovington.
15. The City may prematurely terminate this Contract if the City Manager judges that the offeror has inadequately or unsatisfactorily met its obligation under this Contract. This agreement may be terminated by any party for cause upon 30-days written notice to the other participants in the contract. As used herein, the term cause will mean a material breach of the Agreement by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from this Agreement, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice will detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach,

acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

16. The offeror agrees not to assign this Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the City. The offeror is forbidden from using non-employees.
17. Award of the proposal will not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
18. Upon award, the agreement between offeror and the City will be governed by the laws of the State of New Mexico and enforced in the District Court of Lea County.
19. **After award, proposals are subject to public inspection.** Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be considered proprietary. All material submitted will become the property of the City of Lovington and will not be returned.
20. The Contractor will be required to carry:
 - a. General liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 - b. Automobile liability, including hire and non-owned automobile liability with a minimum of \$1,000,000.00 per accident.
 - c. Worker's Compensation insurance as required by New Mexico State Statute.

The City of Lovington will be listed as additional insured and proof of coverage will be provided to the City.

21. The City's policy on requests for copies of proposal information is as follows:
 - a. Terms and Specifications are available at no charge to vendors who will be responding directly to bids or proposals.
 - b. Submit a written request detailing what information you would like to receive.
 - c. There will be a charge of \$1.00 per page by check/money order made payable to the City of Lovington at the following address:

City of Lovington
214 South Love Street
Lovington, NM 88260

The fee must be paid before the information is released.

22. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

Jared Cobb
Assistant City Manager
City of Lovington
214 South Love Street
P.O. Box 1268
Lovington, NM 88260

SECTION 3.0 – SCOPE OF WORK

3.01 GENERAL

The scope of work includes the purchase and installation of projection booth equipment, sound system and speakers, auditorium improvements, 3D system, and preventative maintenance. All prices shall be listed with the estimated quantities. In addition, all products, installations, and warranties must meet or exceed the specifications as contained in this section.

All equipment that is to be removed from the theater shall remain the property of the City of Lovington. However, bidders are encouraged to offer trade-in values for existing equipment as a pricing alternative. If existing equipment is to be taken for trade, the bid sheet shall include credits, listed separately, to reflect the offered trade-in value.

The systems listed in this RFP constitute the “Basis of Design” and under no circumstances shall this list be construed as a comprehensive listing of each system type or equipment required for complete functional systems that meet the needs of the theater. The contractor, designer, and/or engineer is responsible for performing their own due diligence and verifying that all of the required equipment and materials are included in their proposal. Any required or recommended items not listed in this section shall be included in the proposal as an alternate (i.e. Alternate 1, Alternate 2, etc.). Additionally, these items must be included on the attached form entitled “Options, Exceptions, or Variations Form”.

3.02 PROJECTION BOOTH

The offeror shall include following projection booth equipment:

- 1 – Complete digital system
 - Christie CP2215 DLP cinema projector (for screens up to 50’) with 2-year manufacturer parts warranty
 - Christie IMB-S2 digital cinema server, 4 TB Ready NAS, with 2-year manufacturer parts warranty
 - JNIOR Automation Control
 - 20RU rack mount pedestal
 - Xenon lamp CDXL-16M
 - UPS/battery backup for projector and server
 - All required cabling, connectors, and hardware
- 1 – VNC remote connectivity package for a single screen, including juniper, switches, software, and operation computer for network connectivity
- 1 – Kneisley automated 3-stage light dimmer with manual override
- 1 – Exhaust system (450 cfm)
- 1 – Installation of networking connectivity (VNC)
- 1 – Installation of complete digital system

3.03 SOUND SYSTEM AND SPEAKERS

The offeror shall include following sound system and speaker equipment:

- 7.1 Digital sound system
 - 1 – USL JSD-60DX audio processor
 - 4 – Crown Audio XLS 1000 amplifier
 - 1 – Crown Audio XLS 1500 amplifier
 - 3 – Crown Audio XLS 2000 amplifier
 - 2 – Crown Audio XLS 2500 amplifier
 - 2 – JBL 4181 subwoofer
 - 16 – JBL 8340A surround speaker (6 rear, 6 left, 2 right rear, 2 left rear)
 - 3 – JBL 3732 bi-amped stage speaker
 - 16 – JBL 2516 surround bracket
 - 1 – Six foot sound rack
 - All required speakers runs and hardware
- 1 – USL CM 8E booth monitor
- 1 – Installation and alignment of all sound equipment

3.04 AUDITORIUM IMPROVEMENTS

The offeror shall include following auditorium improvements:

- 1 – Harkness spectral 240 silver screen (15'9" by 31')
- 1 – Masking (movable)
- 1 – Wall covering, bracketing and hardware (Melfabco Apollo Fabric)
- 1 – Harkness packing charge
- 1 – Installation of all auditorium improvements

3.05 3D SYSTEM

The offeror shall include following 3D system equipment:

- 1 – GDC espedeo 3D system with 400 glasses
- 1 – Installation of all 3D system equipment

3.06 WARRANTY AND SUPPORT REQUIREMENTS

All offerors shall agree to provide a 24-month warranty covering parts. Any additional costs to provide the requested warranty for any products not typically covered by said warranty shall be included. In addition, complete warranty information specifying the product coverage shall be included with the proposal.

Technical support shall also be provided for one year at no additional charge. All offerors shall provide information, including costs, to extend the technical support beyond the one year minimum requirement.

3.07 DELIVERY, INSTALLATION, AND TRAINING REQUIREMENTS

The offeror agrees to furnish and install all equipment and materials necessary to achieve the project goals. At a minimum, the following requirements must be met:

- Provide two complete manuals of all new equipment installed.
- Provide on-site training classes for new equipment to theater staff.
- Provide all information on equipment lead time.
- Provide estimated start and completion dates.
- Delivery of all equipment should be directly to the theater.
- Work must be completed to the satisfaction of the City of Lovington. This shall be determined after the first showing on the new cinema system. The City shall have the right to inspect the goods at both delivery and installation before accepting them.

SECTION 4.0 – EVALUATION OF PROPOSALS

The City will evaluate all proposals deemed responsive to this request by an Evaluation Committee selected by the City. Following the Committee’s analysis of the written proposals and discussions, the responses will be ranked to establish the highest score. The award will be based upon the proposal that is determined to be the most advantageous to the City in accordance with the following criteria:

| Criteria | Maximum Possible Points |
|--|--------------------------------|
| System Ability to Meet Project Goals | 25 |
| Past Record of Performance | 25 |
| Cost of Project | 20 |
| Warranty and Service | 10 |
| Project Timeline | 10 |
| Veteran’s/Resident Business Preference | 10 |

Offerors are required to provide clear narrative explanations and supporting information for each criteria. If requesting Veteran’s or Resident Business Preference, the offeror will be required to furnish the appropriate certificate.

APPENDIX

**PROPOSAL FORM
CITY OF LOVINGTON, NEW MEXICO**

**LEA THEATER DIGITAL CONVERSION
CITY OF LOVINGTON**

PROPOSAL # _____

DUE DATE: _____

I have read and understand the Terms and Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal Form.

Signature

Name (Typed/Printed)

Company

Position

Address

Telephone Number

City, State, Zip

FAX Number

E-Mail Address

Tax ID#

State of _____)
County of _____)ss

_____ (name), being duly sworn, deposes and says that he/she is _____ (title) of _____ (company) and all fore-going questions and all statement herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20__.

My commission expires:

Notary Public

OPTIONS, EXCEPTIONS, OR VARIATIONS FORM
CITY OF LOVINGTON, NEW MEXICO

LEA THEATER DIGITAL CONVERSION
CITY OF LOVINGTON

PROPOSAL # _____

DUE DATE: _____

Please state each and every option, exception, or variation to the specifications (if any) for the service offered. **Please sign below and return with your offer.**

1. THERE **ARE** OPTIONS, EXCEPTIONS OR VARIATIONS. _____
Signature

2. THERE **ARE NO** OPTIONS, ETC. LISTED. The services offered on the Request for Proposal meet or exceed all specifications, terms, and conditions as described in said Request for Proposal without exceptions. I understand services not meeting all specifications, terms, and conditions will be rejected and all costs will be borne by the seller.

Signature

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member, or representative.

Signature

Date

Title (position)

BID FORM
Resident / Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

Veteran Resident Businesses:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Businesses:

- I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Resident Business/Veteran Business Certificate Number: _____

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veterans' Resident Business Certificate number must be provided in order to receive preference.