

REQUEST FOR PROPOSALS FOR CONSTRUCTION

RFP Number: 01-2017

SHULER THEATER DIGITAL FILM EQUIPMENT PROJECT

April 2017



Contracting Agency:

**The City of Raton
224 Savage Avenue
Raton, New Mexico 87740
(575) 445-9551**

Project Manager:

**Alpha Design
108 Cook Avenue
Raton, New Mexico 87740
(575) 445-4235**

**CITY OF RATON, NEW MEXICO
NOTICE OF REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that the **CITY OF RATON** requests qualification based proposals for contractor services related to design, provision, installation and construction of the Shuler Theater Digital Film Equipment Project. The project, consisting primarily of projector, server, electrical improvements, sound system and retractable screen assembly, shall be installed and constructed at the Shuler Theater located at 131 North Second Street in Raton, New Mexico.

The City of Raton shall receive sealed proposals in the office of the City Manager until 2:00 p.m. on Monday, May 15, 2017 as follows:

City Manager
224 Savage Avenue
Post Office Box 910
Raton, New Mexico 87740
(575) 445-9551

The Request for Proposals (RFP) shall be available at <http://www.ratonnm.gov/> , or by contacting the office of the City Manager. A Pre-Proposal Conference will not be held, proposers may schedule a site inspection and obtain additional information by contacting Scott Berry, P.E. at (575) 445-9551.

The scope of work and the criteria for selection are described in the RFP. The City of Raton reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

Scott Berry
City Manager
April 10, 2017

I. PROJECT INFORMATION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The City of Raton is requesting competitive sealed proposals for provision of equipment and construction services for system installation based on the scope of work described in this Request for Proposals (RFP). Proposals shall be received until 2:00 pm; May 15, 2017. The City of Raton requests cost proposals from qualified submitting firms to provide, install, construct and start-up digital film system at the historic Shuler Theater in Raton, New Mexico. All potential submitting firms are to read, understand and accept the requirements of this RFP. The City of Raton shall be referred to the Contracting Agency. The City of Raton or its agent(s)" means staff of the City of Raton or a member of the project construction phase services team who is a New Mexico licensed architect or engineer and is responsible for technical services.

B. BACKGROUND

The City of Raton owns and maintains the Shuler Theater and operates the theater under an agreement with the Shuler Restoration Committee.

The Shuler Theater was constructed in 1914. The Shuler Theater is a state landmark located in downtown Raton, New Mexico and remains the center for performing arts in northeastern New Mexico. The Shuler Theater has been restored and maintained to a high level as a result of the efforts of the City of Raton and numerous dedicated community organizations and individuals. The theater is currently utilized for live stage performances, community events, and public meetings.

The City of Raton has planned to install digital projection and sound systems to Shuler Theater to allow film performances at the Theater.

C. PROJECT DESCRIPTION

In this project, the successful proposer shall provide high quality digital projection equipment, sound equipment and components and retractable film screen assembly suitable for a large public venue.

The successful proposer shall provide installation and construction of all equipment and components necessary for a complete and fully functional film facility. Installation shall include necessary electrical supply, fasteners, attachments, accessories and appurtenances necessary for a fully functional and operational installation. The installation shall be completed in a manner that protects the integrity of the building and meets the oversight requisite of the New Mexico Historic Preservation Division.

The successful proposer referred to hereinafter as Contractor, shall supply all labor, equipment, tools, supervision, materials, parts and appurtenances, whether or not specifically required or detailed by Project Drawings, Specifications, or Contract Documents, to complete a fully functional project. Where applicable, material manufacturer's recommendations or specifications shall be submitted by the Contractor to the Owner's Project Representative and shall receive written approval for incorporation into the work. If approved, manufacturer's recommendations or specifications shall be fully complied with. The Contractor is required to supply qualified and competent labor and supervision capable of completing the requiring work in a timely manner and the necessary equipment in safe and good working condition suitable for the required work.

Contractor shall be responsible for protection of the site, work, and materials from adverse effects resulting from environmental conditions or potentially harmful conditions until final acceptance of the work by Owner. Any damaged work or materials shall be removed and replaced at the Contractor's expense, with no additional cost to Owner. Contractor shall be responsible for safety of workmen, the public, and the Owner or representatives of the Owner.

This procurement shall be under the Competitive Sealed Proposals for Construction and Facility Maintenance, Services and Repairs rule per New Mexico Administrative Code (NMAC) 1.4.8, and will result in a single award. The RFP documents consist of all the documents listed in the Table of Contents and all said documents are incorporated in this RFP by reference.

II. PROPOSAL SUBMISSION REQUIREMENTS:

A. GENERAL

The proposal shall be submitted in two parts:

1. Volume I: Technical Proposal; and
2. Volume II: Price Proposal.

Each volume shall be submitted in a separate sealed envelope or package and Submitting Firms shall clearly label each volume with their name, address and date of submittal and prominently identify each as: **Volume I: Technical Proposal** and **Volume II: Price Proposal**.

Only one Technical Proposal and one Price Proposal may be submitted by each Submitting Firm for this project. Submitting Firm shall provide three (3) identical copies of their Technical Proposal, mark one as "Original". Additionally, Submitting Firm shall provide one (1) original Price Proposal. Price proposals shall remain sealed until the Contracting Agency has completed its evaluation of the technical proposals for all Submitting Firms and has prepared final technical scores.

All proposal documents executed by Submitting Firm shall contain an acknowledgement and certification section with the following provisions:

(1) All proposal documents shall be signed by a director, officer or manager of the submitting firm who has sufficient knowledge to fully address all matters and respond to all inquiries included in RFP documents.

(2) The submitting firm shall represent that the information provided in the RFP documents is truthful, accurate and complete and that the firm and individual responsible for the submission shall be fully responsible for and bound by all information, data, certifications, disclosures and attachments included in the proposal documents.

(3) The submitting firm further understands:

(a) the information and data provided in connection with the RFP documents, as well as any other relevant information obtained from any other sources regarding the firm, may be reviewed to determine whether it qualifies as a responsible contractor and whether its offer represents the best value to the contracting agency;

(b) a firm's failure to meet responsibility standards or provide requested information may render it ineligible to perform work on the prospective procurement contract;

(c) the submitting firm acknowledges its obligation to carefully review and complete, and, when applicable, update the RFP documents;

(d) the omission of any material fact concerning requested or submitted information, or the submission of any material false or misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may lead to the disqualification of the proposal.

(4) The submitting firm agrees that if it is awarded the contract, the RFP documents, and all terms and conditions specified therein, and all information, data, certifications and disclosures included in the RFP documents, shall be incorporated into the contract.

(5) The submitting firm further understands that if it is determined that it has intentionally or recklessly failed to disclose requested information, or has intentionally or recklessly made a false statement, misrepresentation, or omission regarding a material fact relating to the RFP documents, the firm may be declared in default of contract and any such conduct shall provide the Contracting Agency with grounds to terminate the contract and/or withhold full or partial payment and/or impose any sanctions or penalties, as deemed appropriate and available under New Mexico law.

B. GENERAL VOLUME I: TECHNICAL PROPOSAL FORMAT

Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size.

1. Proposal Organization - All pages shall be numbered. All foldout pages shall be counted as two (2) pages and shall be numbered as such. Proposals shall be organized and tabbed as follows:

- a. Submittal Letter.
- b. Table of Contents.
- c. Part I. General Contractor's Qualifications Statement with tabbed attachments.
- d. Part 2. Subcontractor's Qualifications Statement with tabbed attachments.

2. Submittal Letter – Each proposal must be accompanied by a submittal letter. Submittal letters that omit any of the following minimum information may be deemed non-responsive. The submittal letter shall contain an acknowledgement and certification section with the following provisions:

- a. Be signed by a director, officer or manager of the submitting firm who has sufficient knowledge to fully address all matters and respond to all inquiries included in RFP documents.
- b. Provide telephone numbers, fax and e-mail address of the director, officer or manager to be contacted for clarification questions regarding this RFP.
- c. Submitting firm shall represent that the information provided in the RFP documents is truthful, accurate and complete and that the firm and individual responsible for the submission shall be fully responsible for and bound by all information, data, certifications, disclosures and attachments included in the RFP documents.
- d. Explicitly indicate the information and data provided in connection with the RFP documents, as well as any other relevant information obtained from any other sources regarding the firm, may be reviewed to determine whether it qualifies as a responsible contractor pursuant to 1.4.1.75 NMAC and whether its offer represents the best value to the using agency.

- e. Explicitly indicate understanding that the firm's failure to meet responsibility standards or provide requested information may render it ineligible to perform work on the prospective procurement contract.
- f. Explicitly acknowledge the firm's obligation to carefully review, complete and, when applicable, update the RFP documents.
- g. Acknowledge that omission of any material fact concerning requested or submitted information, or the submission of any material false or misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may lead to the disqualification of the proposal.
- h. Explicitly agree that if awarded the contract, the RFP documents, and all terms and conditions specified therein, and all information, data, certifications and disclosures included in the RFP documents, shall be incorporated into the contract.
- i. Explicitly indicate understanding that if it is determined that it has intentionally or recklessly failed to disclose requested information, or has intentionally or recklessly made a false statement, misrepresentation or omission regarding a material fact relating to the RFP documents, the firm may be declared in default of contract and any such conduct shall be grounds to terminate the contract and/or withhold full or partial payment and/or impose any sanctions or penalties, as deemed appropriate and available under New Mexico law.
- j. Identify the name and title of the person(s) authorized to contractually obligate the Submitting Firm for the purpose of this RFP and the contract.
- k. Acknowledge receipt of any and all amendments to this RFP.

3. Statement of Qualifications Form – Each Submitting Firm shall complete the Statement of Qualifications form and include this form in their proposal. Each Submitting Firm shall also include in their proposal subcontractor qualification forms for the following subcontractors: electrical, sound and screen systems, as well as any other subcontractors whose contract amounts exceed \$50,000 or 5% of the total contract amount, whichever is greater. All Submitting Firm qualifications will be reviewed and rated by the selection committee.

C. VOLUME II: PRICE PROPOSAL FORMAT

1. Before submitting a proposal, each Submitting Firm shall carefully examine the RFP; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP. If a potential Submitting Firm observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the potential Submitting Firm shall promptly notify the Contracting Agency and the necessary changes shall be accomplished by Amendment.

2. Price Proposal Forms – Each Submitting Firm shall complete the Price Proposal Forms and include these forms in Volume II: Price Proposal. The proposal, bearing original signatures, must be typed or hand-written in ink on the Price Proposal for Time and Materials Contract form and submitted in a sealed envelope at the time and location specified in this RFP. Late proposals will be disqualified and returned to the Submitting Firm unopened. One original of each of the Price Proposal Forms is required.

a. The prices required on the Price Proposal for Time and Materials Contract and Proposal Form will be used to evaluate and compare offers from submitting firms, but may vary through a negotiated process as a measurement for payment. The total price for the project shall be divided into sub-categories classified by the type of work necessary as determined by the Contracting Agency. Amounts allocated to each sub-category shall be determined by the Contracting Agency in accordance with prioritization of needs to accomplish project goals as established by the Contracting Agency and/ or it's agents.

b. Contracting Agency will contract and make payments on a fixed fee basis, unless otherwise directed. The Contracting Agency shall determine quantities in any section of the Proposal Form as necessary to meet overall project goals and requirements, and to conform to available project funding.

III EVALUATION OF PROPOSALS

A. EVALUATION COMMITTEE

Proposals submitted in response to RFPs issued under this regulation shall be evaluated by an evaluation committee (EC) of at least three persons appointed by the Contracting Agency's management. The team should collectively possess expertise in the technical requirements of the project, construction design and contracting. The Contracting Agency may use independent consultants or agents as team evaluators or to support source selection teams.

When rating the technical proposals, the EC shall consider only the evaluation factors stated in the RFP. The EC may consider any relevant information or data, from any reliable source, relating to the RFP evaluation factors and the firm's ability to successfully perform the project. Such information may be obtained from the firm itself, prior customers of the firm, commercial and public databases and other reliable sources.

Price proposals shall be initially evaluated to ensure that the price(s) offered is responsive to the RFP requirements and instructions and is realistic in respect to the project plans and specifications. Price proposals shall be evaluated on the basis of the numerical weight assigned to price and scored in accordance with the following process to permit the scoring of competing Submitting Firms' price proposals in relation to one another: the Submitting Firm with the lowest price shall receive the maximum price score, i.e., the maximum numerical weight assigned to price in the RFP.

B. RIGHT TO WAIVE TECHNICAL IRREGULARITIES

Technical Irregularities is responses to RFP by Submitting Firms refer to matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Submitting Firms; that is, when there is no effect on price, quality or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Evaluation Committee may waive such irregularities or allow a Submitting Firm to correct them if either is in the best interest of the Contracting Agency

IV. EVALUATION CRITERIA

Each Proposal shall address the following core evaluation factors, for both general and subcontractors for which qualification statements are required, with the criteria specified herein

Shortlisting - A maximum total of 1000 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Submitting Firms applying for selection.

The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

(1) Past Performance: Documented record of performance of the Submitting Firm and subcontractors on projects of a similar nature relative to budget and schedule, quality of work and customer satisfaction, compliance with applicable laws and regulations, and safety record.

Statement of Qualifications submittal, describe the role of each teaming partner that will perform the work on the contract **75 points**

(2) Management Plan and Schedule: Management and administration of the team and team resources, technical approach to the project, safety plan and programs, and detailed project schedule. Describe how the construction will be organized, managed, and administered to meet the project requirements. Describe how the construction will be organized, managed, and administered to meet the project requirements. Describe ability to deliver the project within the construction time. **50 points**

(3) Project staffing/craft labor capabilities, participation in skill training, reliable staffing sources, reliable project staffing. Provide an organization chart of key project personnel and address how critical subcontractors were selected and will be managed. Provide a brief resume (education, professional certification(s), years with firm, total years of experience, and a brief description of experience supporting the proposed role) for each key project personnel. Address extent to which key personnel have worked together as a team on projects of the same or greater magnitude and on projects of the same nature. **50 points**

(4) Health and Safety with respect to site safety and quality assurance/quality Control. Designate the competent person responsible for and capable of implementing the safety and health program/plan. Describe and firm's past record of achievement of health and safety targets. Describe best practices to be used in this project **50 points**

(5) New Mexico Produced Work: Indicate the volume of work, by percentage, to be produced by New Mexico firms, using New Mexico based employees on this project. Indicate the number of New Mexico based employees that will be part of the Project Team. **75 points**

(6) Price Proposal (Price Proposal submittal) based on requirements set forth in Plans and Specifications. List any Value Engineering opportunities for this project **700 points**

TOTAL: **1,000 points**

PRICE PROPOSAL for CONSTRUCTION

Project: Shuler Theater Digital Film Equipment Project
2:00 pm May 15, 2017

Price Proposal submitted to: The City of Raton
224 Savage Avenue
Post Office Box 910
Raton Municipal Building
Raton, New Mexico 87740
(575) 445-9551

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for the Shuler Theater Digital Film Equipment Project, having examined available project documents, and having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, materials and supplies, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents at the fixed fee price stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. The Contractor will be paid on a fixed fee basis.

Offeror may complete any individual section, multiple sections, or all sections. Sections shall be evaluated by Contracting Agency on an individual basis. Contractor shall complete all items listed on selected section.

**SECTION 1
GENERAL MAINTENANCE EQUIPMENT**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Amount Quoted</u>
1.	Digital Film Equipment, Server, Electrical Installation Sound System, Cabinet, All Appurtenances	Lump Sum	_____

Description: _____

2.	Large Venue Retractable Screen Seamless	Lump Sum	_____
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Description: _____

**Total of Amount Proposed for Items 1 and 2
Excluding Applicable Gross Receipts Tax** _____

Note – The basis for award of the work shall be the lowest responsive section proposal amount without Applicable Gross Receipts Tax.

As further consideration for the award of the contract, the undersigned agrees to the following terms, conditions and acknowledgements:

- A. Equipment, labor and material shall be utilized as directed by Owner or Engineer to complete digital film, electrical, sound and screen improvements in the specified manner and quantity, within the Shuler Theater meeting Owner/ Engineer specifications.
- B. The City of Raton reserves the right to increase or decrease any or all quantities as in the best interest of the City of Raton, or otherwise modify the proposed work as necessary to complete the project as required.
- C. In accordance with NMSA 13-4-13.1.1., the contractor or subcontractor(s) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], serving as a prime contractor or not, shall be registered with the Labor and Industrial Division of the Labor Department in order to submit a quotation valued at more than fifty thousand dollars (\$50,000). Quotations received that are not compliant with this provision may be subject to rejection by the Owner.
- D. Fixed fees shall include costs of provision of equipment and materials, construction, installation and start-up services. Fixed fees shall include mobilization, demobilization, labor, supervision, work, loading, unloading, storage and ancillary expenses necessary for the complete construction of the work. No standby costs shall be claimed by Contractor or charged to Owner.
- E. The Offeror agrees that this price will be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Respectfully Submitted:

Firm Name: _____

By (Signature and Print Name): _____

Title: _____

Business Address: _____

Business Telephone: _____

N. M. Contractor's License
Number & Classification: _____

New Mexico Department of Labor
Labor Enforcement Registration Number _____

Contractor's Federal I.D. Number: _____

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 either 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)

--OR--

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)

TYPE "B" - GENERAL BUILDING
Effective January 1, 2017

	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.26	11.11	0.50
Boilermaker	21.77	3.98	0.50
Bricklayer/Blocklayer/Stone mason	23.46	7.66	0.50
Carpenter/Lather	23.75	8.77	0.50
Cement Mason	19.96	9.57	0.50
Electricians			
Outside Classifications			
Groundman	21.81	10.70	0.50
Equipment Operator	31.31	13.08	0.50
Lineman/Tech	36.83	14.45	0.50
Cable Splicer	40.51	15.38	0.50
Inside Classifications			
Wireman/Technician	30.00	10.15	0.50
Cable Splicer	33.00	10.24	0.50
Sound Classifications			
Installer	23.39	8.31	0.50
Technician	28.95	7.52	0.50
Soundman	27.01	8.31	0.50
Elevator Constructor	38.37	28.08	0.50
Elevator Constructor Helper	26.86	28.08	0.50
Glazier	20.15	4.35	0.50
Ironworker	26.50	13.68	0.50
Painter (Brush/Roller/Spray)	16.60	5.38	0.50
Paper Hanger	16.60	5.38	0.50
Drywall Finisher/Taper	23.75	8.77	0.50
Plasterer	21.66	7.93	0.50
Plumber/Pipefitter	28.87	10.83	0.50
Roofer	15.18	0.50	0.50
Sheetmetal Worker	28.28	15.91	0.50
Soft Floor Layer	23.75	8.77	0.50
Sprinkler Fitter	28.90	18.82	0.50
Tile Setter	23.46	7.66	0.50
Tile Setter Helper/Finisher	15.53	7.66	0.50
Laborers			
Group I	16.09	5.38	0.50
Group II	16.74	5.38	0.50
Group III	17.71	5.38	0.50
Group IV	19.94	5.38	0.50
Operators			
Group I	19.96	6.10	0.50
Group II	21.97	6.10	0.50
Group III	22.40	6.10	0.50
Group IV	22.81	6.10	0.50
Group V	22.98	6.10	0.50
Group VI	23.18	6.10	0.50
Group VII	23.29	6.10	0.50
Group VIII	26.10	6.10	0.50
Group IX	28.32	6.10	0.50
Group X	31.48	6.10	0.50
Truck Drivers			
Group I	14.76	6.25	0.50
Group II	15.00	6.25	0.50
Group III	15.50	6.25	0.50
Group IV	15.51	6.25	0.50
Group V	15.60	6.25	0.50
Group VI	15.75	6.25	0.50
Group VII	15.90	6.25	0.50
Group VIII	16.11	6.25	0.50
Group IX	16.32	6.25	0.50

NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US.

SPECIFICATIONS

CINEMA SYSTEM SHULER THEATER RATON, NEW MEXICO

PART 1 – GENERAL PROVISIONS

The City of Raton and the Shuler Restoration Commission are seeking bids for the design, purchase, and installation of a new digital motion picture cinema system for the historic Shuler Theater. Bidders will either have the required licenses issued by NM Construction Industries Division or will contract with subcontractors that have the required licenses, including but not limited to a licensed electrician. The project will require the awarded bidder (contractor) to apply for and obtain a building permit through NM Construction Industries Division.

Before submitting a proposal the bidder will have visited the site and be familiar with the existing conditions found at the facility, including inspecting conditions found in the fly loft high above the stage and including reviewing the existing electrical wiring and circuits for equipment connection. A brief inspection from the floor will not be sufficient to understand the existing conditions. Failure of the bidder to thoroughly review and understand the existing conditions will not be grounds for a change order, additional payments, or additional construction time.

The project is a turn-key contract so that the contract between the City of Raton and the contractor will include all fees, permits, materials, labor, and taxes, except as noted. A general description of the system is included in this project manual describing primary materials, locations, routing, and related considerations. The final design and installation from the contractor will conform to these specifications.

BID SUBMITTAL

Submit bids to the City Manager's Office, 224 Savage Avenue, P.O. Box 910, Raton, NM 87740. Bids will be on the bid form in this project manual with original signatures added. Submit bid in a sealed envelope clearly labeled as being a bid for the Cinema System for the Shuler Theater. See the bid form for a list of additional documents to be submitted with the bid. Proposals submitted after the time and date indicated on the Invitation to Propose will not be considered. Bids submitted by emailed, fax, or other electronic means will not be considered. Proposals will be opened and read aloud at the time that proposals are due.

SCHEDULE

The Raton City Commission plans to review the bids submitted within 60 days after proposals are due, then could award the contract for construction. The Commission may deviate from this projected schedule at its option and could reject all bids based on budget

or other factors. A Notice of Award will be provided to the awarded contractor. After a contract is signed by all parties a Notice to Proceed will be sent to the Contractor. The Contractor will promptly apply for a building permit to NM Construction Industries Division. The Construction Time date of commencement will begin 14 calendar days after the date of the building permit. Construction time will be 90 days. See the Use Of Site description for additional limitations.

LIQUIDATED DAMAGES

Liquidated damages of \$250 per calendar day will be deducted from the payments to the Contractor for each calendar day that work is not substantially complete. Time extensions will not be allowed for poor weather conditions because nearly all of the work is on the interior. Time extensions will be allowed if the owner requests that work be postponed due to scheduling conflicts. There will be no bonus payments for early completion.

RESIDENT CONTRACTOR PREFERENCE and RESIDENT VETERAN CONTRACTOR PREFERENCE

As required by the New Mexico Administrative Code (NMAC) a preference will be given to resident contractors and veteran resident contractors that submit a Resident Contractor Certificate or a Resident Veteran Contractor Certificate. Certificates are issued by NM Taxation and Revenue Dept. and can allow a 5 to 10% price preference against competing bids. See NMAC Article 1, Section 13-4-2 (2012) and <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> for additional information. Apply for certificates through the NM Taxation and Revenue Dept. Allow sufficient time for the bidder's Certified Public Accountant to prepare the documents required for submittal to the NM Taxation and Revenue Dept. and time for the Taxation and Revenue Department to process the application. Applicable certificates have an expiration date. Certificates issued by the State Procurement Office or other State agencies do not apply.

PERFORMANCE AND PAYMENT BONDS

A 100% Performance Bond and a 100% Payment Bond will be required from the awarded bidder after award notification. The two separate bonds will be issued by a surety company licensed in the State of New Mexico, and will hold a certificate of authority as an acceptable surety on Federal bonds as listed in Treasury Circular 570.

WAGE RATE

A State Wage Rate Decision is issued as part of this project manual and applies only if the contract for construction between the Owner and the Awarded Contractor is for \$60,000 or more including materials and equipment, excluding tax. If the wage rate applies to the project then all subcontractors must comply with the wage rate requirements regardless of the dollar amount of their subcontract.

Any bidder or subcontractor with a proposed contract or subcontract of \$60,000 or more is required by the NM Department of Workforce Solutions to be registered with the Department BEFORE submitting a bid. Work experience on prior projects with an applicable State wage rate does not qualify as being registered with the Department. Registration requires a fee paid to the Department of Workforce Solutions every two years to keep registration active. Prospective bidders and subcontractors are urged to apply early for NM Dept. of Workforce Solutions registration. Further information is available online at <http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>.

INSURANCE

The Contractor will carry liability insurance, worker's compensation, and other insurance policies required by law. Coverage for each will be at least \$1 million aggregate. The awarded contractor will provide the Owner with a Certificate of Insurance issued by the insurance provider.

CONTRACT

The construction contract format will be AIA Document A105. A copy is available for viewing at the office of the architect.

USE OF SITE

The facility is in use by the owner and by the public. Work on site will be limited to 8am to 5pm, Mondays thru Fridays except for City holidays. The contractor will stop work when the work and work related noise conflicts with the theater's scheduled rehearsals and performances, and will leave the work area clear of construction related debris and obstacles that could hinder the scheduled performances and rehearsals.

Protect the facility from work related damage. Repair or replace damaged items to the owner's satisfaction. Contractor will keep the building interior clean of construction related dirt and debris. Clean daily if needed. The owner is not responsible for contractor's items lost, damaged, or stolen at the facility. Water and power are available on site for construction purposes. Restrooms are available on site for construction use.

WASTE

Contractor will keep debris from accumulating and will dispose of waste legally.

QUESTIONS

Contact the office of the architect if there are questions about the project. Alpha Design, P.O. Box 241, 108 Cook Avenue, Raton, phone: 575-445-4235 email: alphadesign@bacavalley.com.

ATTACHMENTS

The following files, diagrams, and photographs are attached:

Floor plan of the ground floor: sfpl-14-17 - pdf

Floor plan of the balcony level: sfpl-16-17 - pdf

Section of the balcony level to the stage: sbsl-16-17 - pdf

auditorium photo: shulerII-7,1

auditorium photo: shulerII-7,2

auditorium photo: shulerII-7,3

auditorium photo: shulerII-7,4

auditorium photo with north wall speakers shown added: 11-7-5 - pdf

fly loft photo of north catwalk: shunorthfly

fly loft photo of proscenium wall: shuwestfly The bidder is responsible for field verifying the existing conditions and dimensions on site, and the information shown in the photographs and diagrams.

PART 2 – TECHNICAL PROVISIONS

EQUIPMENT AND INSTALLATION DESCRIPTION

The project will include equipment and systems equal to the following:

**NEC NC1000 digital cinema projector
with 3 year manufacturer warranty for materials**

**Dolby - Doremi IMS 2000 2TB digital cinema server
with 3 year manufacturer warranty for materials
with dealer / installer level access passwords, software, tools, and updates Auto
lense
with 1 year manufacturer warranty for materials Jnior**

**Automation control Xenon lamp
UPS / Battery backup for the projector and server Cabling, connectors, hardware, etc.
Micro LMS Package including fire wall for future network connection, juniper, switches, TMS
software, operation computer for network connectivity**

- (1) 6^V Sound Rack, (1) Dolby CP750 Audio Processor**
- (3) JBL 3722N Stage Speaker, (1) JBL 4641 Subwoofer, (2) Crown XLS 1500 Amplifier
with XLR Plugs, (1) Crown XLS 1000 Amplifier with XLR Plugs
with XLR Plugs and Speaker runs and pre-wire.**
- (4) Kneisley Rolling Stage Speaker bases**
- (6) JBL 8320 Surround with wall mount, (1) Crown XLS 2002 Amplifier with XLR plugs**
- Harkness 1.8 Grain Screen #1 (27VI2')**
- Straight Fly Screen (28'x13')**
- Black Mask Fabric**
- minimum 3000 lb electric winch**
- Cables and pulleys**
- Additional equipment and materials as described in the Projector, Sound, and Screen
descriptions in the following pages.**
- Other equipment, wiring, systems, and hardware as needed.**

(Or Approved Equivalent for each Component)

**The following equipment and systems are not required: USL LSS-100P Light and Sound Sensor
Hearing impaired installations and equipment.**

**Contractor will verify that the equipment and systems specified are compatible. If not compatible
with the specified projector and other equipment then a substitution of the same quality will be
submitted to the architect.**

If a product substitution is to be considered due to compatibility, cost, or other factors then the bidder or supplier will submit manufacturer's information to the architect for review **AT LEAST SEVEN DAYS BEFORE PROPOSALS ARE DUE** so that the architect has time to research the proposed substitution. The architect will compare the proposed substitution for product quality, size, weight, venting requirements, noise, portability, projection distance and angle capabilities, setup requirements, available maintenance sources, maintenance cost, compatibility with existing equipment and systems at a nearby cinema for future networking capabilities, and related criteria.

Contractor will provide a **ONE YEAR** warranty on construction and installation in addition to the manufacturer's standard product warranties. Owner recognizes that unauthorized alterations to the software and equipment can void the warranties.

PROJECTOR & SERVER

See the equipment list for the projector model. The projector will be located on the front row of the balcony, not in the old projection booth. The projector will exhaust into the room, not vented to the exterior, and will not include a hush box. The projector is planned to be removed from the room or rest on the floor with a protective cover when not in use so that it is protected, doesn't block the view from the balcony seating, and doesn't affect the historical appearance of the theater when not in use. If the owner chooses to leave the projector on the floor when not in use then the protective cover will be by the owner.

The owner will keep the balcony off limits to the public when the projector is in use due to the anticipated noise, obstructed view, and safety precautions. Provide a sturdy portable table for the projector on the balcony.

Power and data wiring for the projector will be placed under the balcony seating above the plaster ceiling below. Personnel access to the framing void under the seating is through an access panel in the wall located under the light/sound booth in the back of the balcony. Place flush mounted receptacles in the painted wood riser behind the projector location to allow for convenience when the owner installs and removes the projector. The fixed wiring installations for the projector should be flush or recessed so that there are no projections or wires that could be a hazard to someone walking on the balcony.

See the equipment list for the server. The server will be located on the west wall of the old light/sound booth in the back of the balcony. A processor rack will be constructed of painted steel or other quality material. Coordinate the final location with the owner.

Power for balcony installations is available from an existing subpanel located at the light/sound booth. Surface mounted rigid metallic conduit unpainted is acceptable on the interior of the booth. Surface mounted rigid metallic conduit painted to match the adjacent wall is acceptable on the exterior face of the booth. All other wiring at the balcony level will be through the void under the balcony seating above the plaster ceiling below.

Contractor will provide on-site training to the owner's representatives for the operation and maintenance of the digital equipment at the completion of construction.

SOUND

See the equipment list for sound related equipment and systems.

Speakers at the auditorium wall will be wired through the space under the balcony seating to the northeast and southeast corners of the balcony. Below that point the wiring will be placed in surface mounted cord channel equal to Wiremold using self adhering backing and using screws at approximately 2 feet on center from the back of the channel into the plaster walls. Step size of channel smaller as wiring requirements allow. See the photo provided for an example of the installation concept. Consult architect if the photo concept conflicts with Dolby and other system requirements. Carefully brush paint the channels after installation to match the adjacent blue walls. Use painters tape to mask the adjacent wall to avoid new paint on the blue plaster. Blue paint will be provided by the owner. This will be the ONLY wiring and conduit visible to the auditorium outside of the light/sound booth.

Wiring from between the balcony level and the stage area will be either 1) through the space under the balcony seating to the northeast and/or southeast corners of the balcony where there is a vertical chase behind the framed plaster wall to the attic, or 2) from the light/sound booth ceiling into the attic. The attic is the space above the high decorative plaster ceiling on wood ceiling joists, below the wood roof joists. There is sufficient space to work in the attic and the ceiling joists can support installation personnel. Access to the attic is available from the ceiling of the light/sound booth and from the ceiling of the north seating booth near the proscenium wall. There is an opening in the brick proscenium wall at the northeast corner of the attic available for wiring placement. The back (east) side of the proscenium wall can be accessed with a lift or ladder from the stage. Speakers at the stage will be on rolling bases to allow the speakers and cables to be unplugged when not in use and moved to anywhere on the stage. Stage speakers will not be permanently mounted to fixed supports.

Cabling will be run neatly and professionally in the attic and elsewhere, wrapped and appropriately secured, placed at right angles when reasonably possible.

SCREEN

The screen and frame will be assembled and stretched by specialists that have done the same for at least three previous similar commercial cinema screens of similar size.

The screen frame will be raised and lowered from the proscenium opening to the fly the by vertical cables extending from the screen frame through the floor of the fly loft, horizontally along the fly ceiling, and vertically along the north wall of the stage to an electric winch anchored to the north wall.

The screen and the pulleys above the screen will be located within two feet behind the proscenium wall. The pulleys above the screen will be anchored to a new beam anchored to the existing wood roof joists in order to spread the screen weight across each joist near the end of the joists. The roof joists are located approximately 30 feet above the stage floor.

Rope rigging is installed horizontally the floor of the fly loft. New cables for the screen will be placed at the ceiling of the fly loft in order to avoid function and space conflicts with the existing ropes, and in order to avoid the cables adding to a tripping hazard. Cables along the fly loft ceiling will extend over the catwalk north of the fly loft to pulleys at the north red clay brick wall. The vertical cables at the north wall will be placed to avoid interference with other installations at the wall.

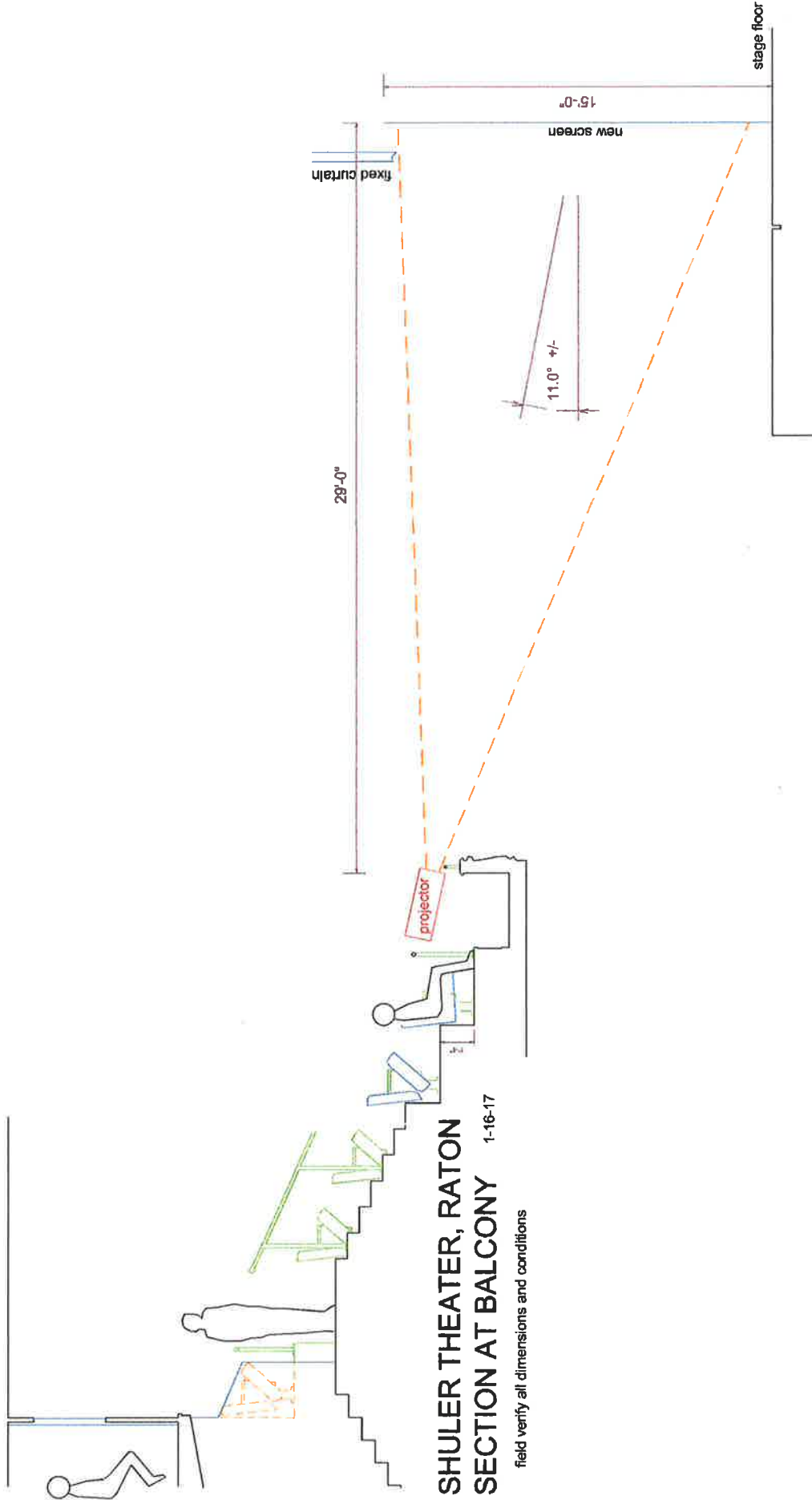
The winch will be operated and serviceable from the stage floor and will be powered from a nearby electrical panel. The installed system will have stops or similar safety measures so that failure of the operator to stop the winch action does not cause damage to the system, the fly loft, stage floor, or other installations. The winch system will also allow lowering the top of the screen frame to the stage floor for periodic maintenance.

Through bolts will be used at the north exterior brick wall when necessary to resist pullout. Coordinate the design with the architect and the owner. The architect and owner will review for design intent and not for structural integrity or safety. Engineering, if required, will be provided and paid by the contractor.

APPENDIX A

Project Drawings

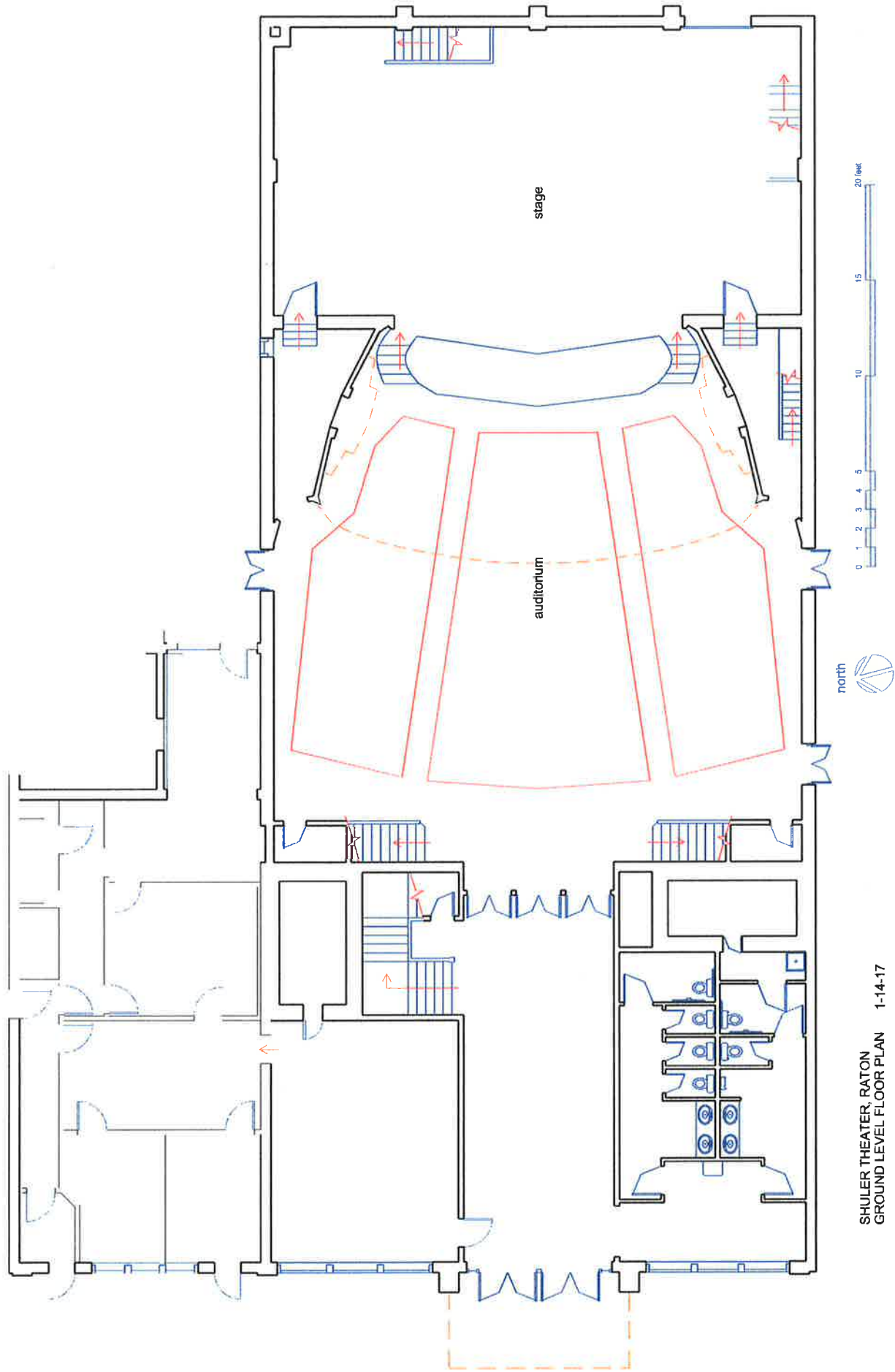
- 1. sbs1-16-17 Section at Balcony**
- 2. sfp1-14-17 Ground Level Floor Plan**
- 3. sfp1-16-17 Upper Level Floor Plan**



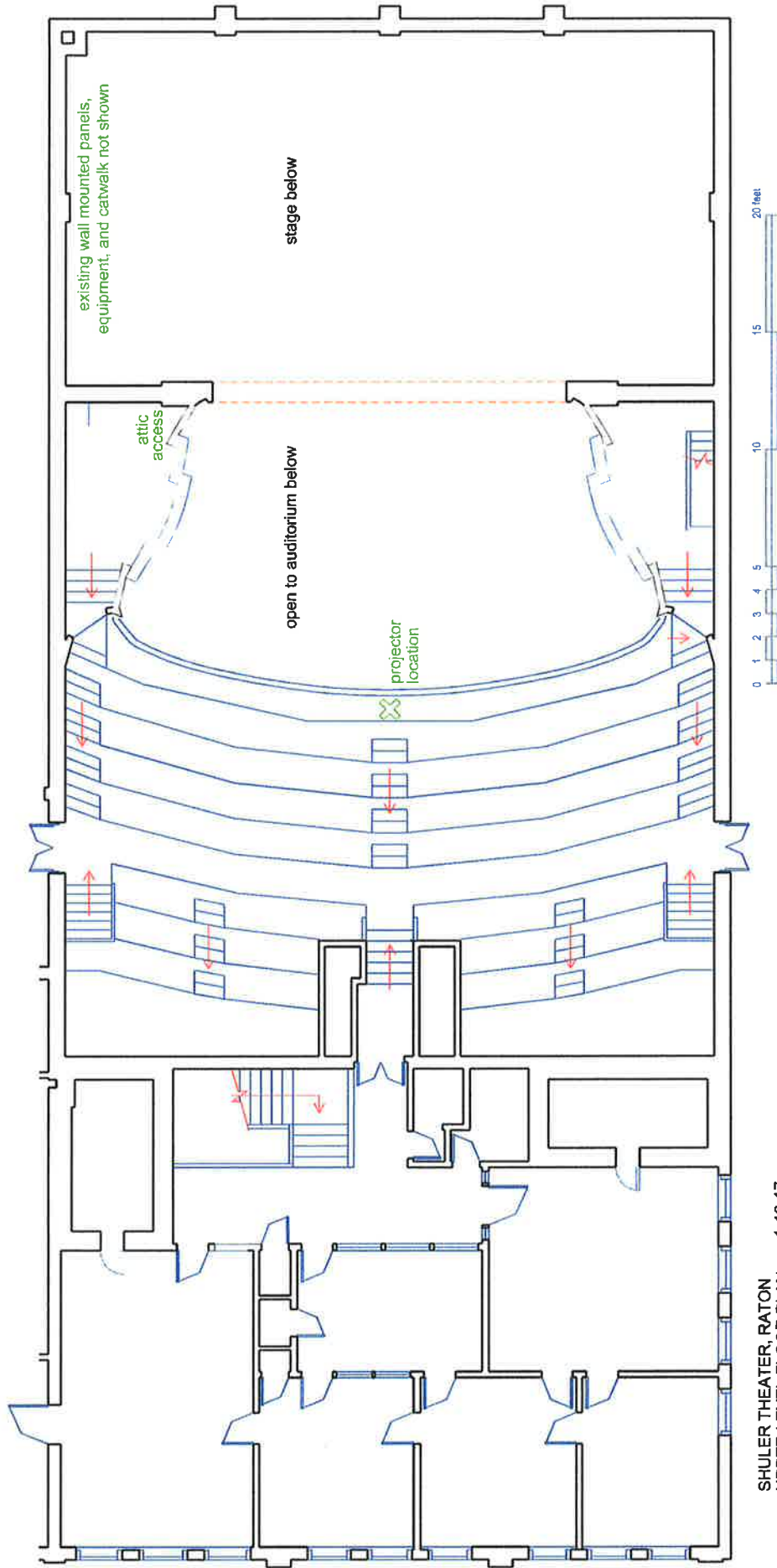
SHULER THEATER, RATON
SECTION AT BALCONY

1-16-17

field verify all dimensions and conditions



SHULER THEATER, RATON
GROUND LEVEL FLOOR PLAN 1-14-17



SHULER THEATER, RATON
UPPER LEVEL FLOOR PLAN
1-16-17

APPENDIX B

Project Photos

- 1. Shuler Photo 11-7,1**
- 2. Shuler Photo 11-7,2 and 11-7,3**
- 3. Shuler Photo 11-7,4**
- 4. Shuler Photo 11-7,5 – Surface Mounted Speaker Specification**
- 5. Shuler Photo shunorthfly and shuwestfly**



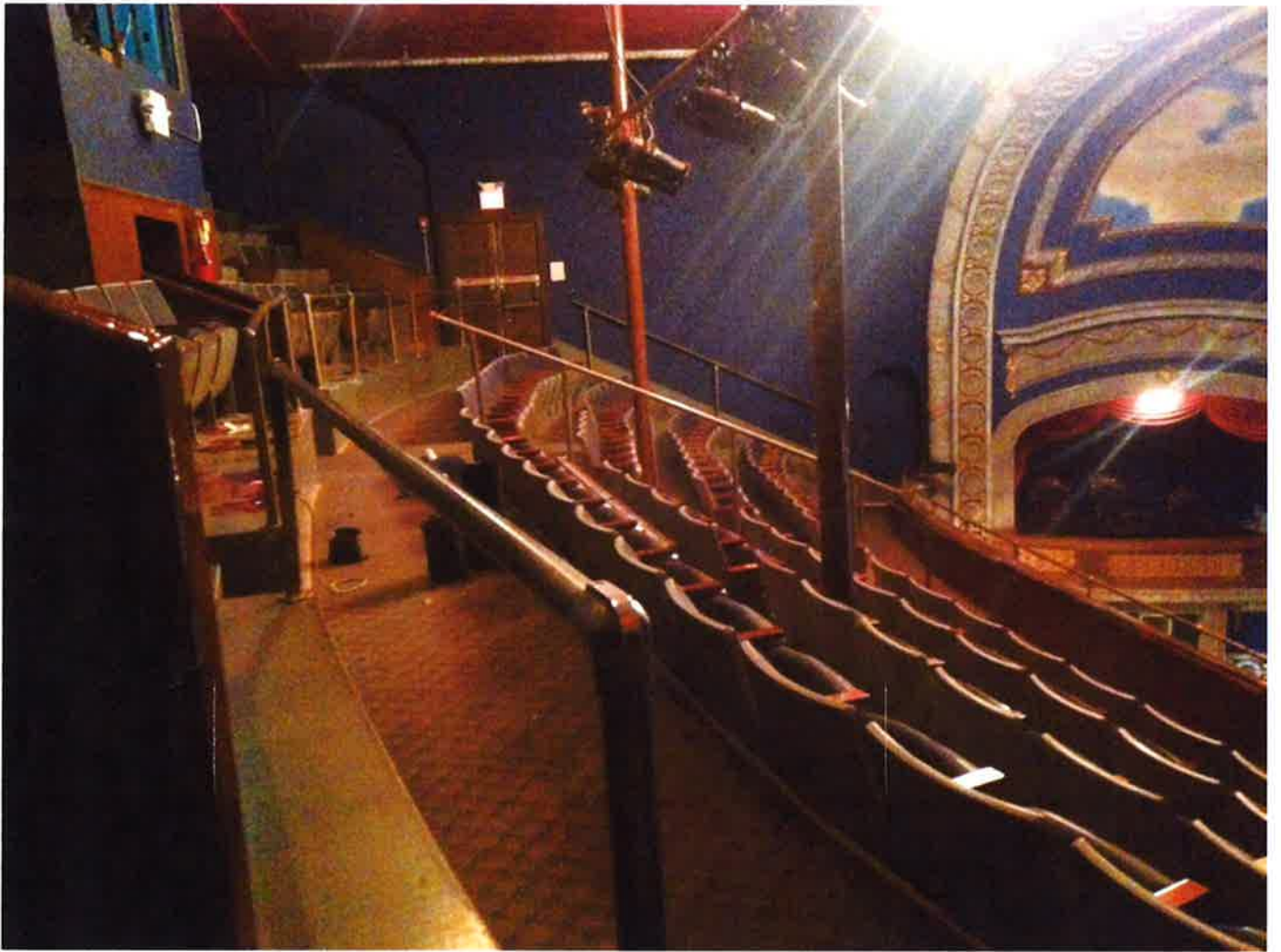
Shuler Photo 11-7,1



Shuler Photo 11-7,2



Shuler Photo 11-7,3



Shuler Photo 11-7,4



New surface mounted speakers and wiremold.
Same at other side of auditorium.



Shuler Photo shunorthfly



Shuler Photo shuwestfly