



S P O K A N E  
P U B L I C F A C I L I T I E S  
D I S T R I C T

**SPOKANE VETERANS MEMORIAL ARENA**

**UPPER DECK REDUCTION CURTAIN**

**REQUEST FOR PROPOSAL**

**Spokane Public Facilities District  
720 West Mallon  
Spokane WA 99201  
509-279-7006  
509-279-7050 fax**

**MARCH 12, 2021**

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**THE SPOKANE PUBLIC FACILITIES DISTRICT (“DISTRICT”) SEEKS PROPOSALS FROM QUALIFIED VENDORS TO INSTALL AN UPPER DECK REDUCTION CURTAIN IN THE SPOKANE ARENA.**

**1.GENERAL INFORMATION**

1.1 History

The Spokane Public Facilities District (“District”) is an independent Washington State municipal corporation that has owned and operated the Spokane Veterans Memorial Arena since it opened for business in 1995.

The Spokane Arena is the home for the WHL Spokane Chiefs, IFL Spokane Shock, major concerts, family shows, sporting events, and other special attractions that typically play arena facilities. The approximate seating capacities are:

Spokane Chiefs Hockey	10,400
Spokane Shock Arena Football	10,358
Ice Events	10,850
Basketball	11,348
End Stage Concert	12,010
Family Shows	9,182
Star Theatre	6,200

1.2 Upper Deck Reduction Curtain

Many clients of the District have expressed a desire to limit seating capacity in the Arena by closing the upper bowl and to do so with a desirable aesthetic. It has been determined that the best way to do this is through the use of an Upper Deck Reduction Curtain system (“UDRC”).

1.3 Project Intent and Overview

The District’s purpose in issuing this Request for Proposal (“RFP”) for an Upper Deck Reduction Curtain is to invite manufacturers and installers of curtain systems (“Vendors”) to submit specifications for the design, engineering, fabrication, and installation of a motorized UDRC and associated components in the Spokane Arena. The RFP requires that the successful Vendor install and make operational the UDRC by August 1, 2021. Operational in this definition means “event ready” and specifically means a deployed and tested system ready for use as well as completion of training of facility personnel.

#### 1.4 Expectations

Each Bidder to this RFP is expected to fully inform themselves on all aspects of the work required to be performed. Accommodations will be made for Bidders to do an on-site walk-thru.

### **2.QUALIFICATIONS AND REFERENCES**

The Vendor shall include in their response a list of at least three (3) clients that the District may contact for reference purposes. These clients should have a system similar to that detailed below and have been installed in the last 5 years.

### **3.REGISTRATION, LICENSING, AND INSURANCE**

Registration, licensing, and insurance coverage shall be as required by the State of Washington laws, as applicable to the professional services being provided.

### **4.PROJECT REQUIREMENTS**

#### 4.1 Configuration

The Upper Deck Reduction Curtain is to be engineered to be a motorized retractable curtain system suspended from the building steel above the front perimeter of the upper bowl of the Arena to mask those sections from the lower levels. The UDRC is to have a minimum, but not limited to, five independently operable zones as follows (Exhibits A - C):

- Zone 1: Spanning from the West edge of section 206 through section 203. This section must span around the press box area while leaving the seating below useable and accessible. This section is approximately 194 ft. long.
- Zone 2: Spanning from the West edge of section 202 through section 224. Approximately 90ft.
- Zone 3: Spanning from the North edge of section 223 through section 221. Approximately 125ft.
- Zone 4: Spanning from the North edge of section 220 through section 218. Approximately 90ft.
- Zone 5: Spanning from the East edge of section 217 through section 214. Approximately 160ft.

#### 4.2 Valance

A valance must be provided to hide curtains while in the raised position.

#### 4.3 Controls

Curtains are to be controlled from the Event Floor of the Arena. This can be done with a handheld wireless controller or equivalent. A hardwired controller is to be located in the catwalk at a mutually agreeable location. Controls systems shall have a lock out to negate unintended operation while in its raised or lowered positions.

#### 4.4 Fire Safety

Fabrics used must have fire retardant ratings meeting requirements of NFPA 701 Test Method 2, ASTM E-84 Class A, and State of California test requirements.

#### 4.5 Engineering Drawings

All engineering drawings shall be stamped and certified by a Washington State Licensed Professional Engineer.

#### 4.6 Electrical

Vendor shall provide a Washington State Licensed Electrician to supply field wiring, conduit, pull boxes and raceways that are needed for connecting and controlling the system into building power.

### **5. WARRANTY**

Vendor shall specify in their response the standard warranty period and any potential extended warranty period. Vendor shall specify in their response which components are covered by the vendor's warranty.

### **6. SERVICE LEVEL AGREEMENT**

Vendor shall specify the terms of the Service Level Agreement that they offer, including response times and associated costs.

### **7. DOCUMENTATION**

#### 7.1 Design and Engineering

Documentation of the overall design, products used, and load ratings of all new components of the installed system shall be provided to the District within three (3) weeks of project completion.

All user manuals and all other documentation needed to service and maintain the system as installed shall be supplied to the District within one (1) week of project completion.

As-built drawings of the installed system shall be provided to the District within thirty (30) days of project acceptance..

#### 7.2 Project Completion

The Vendor shall supply a 'Project Acceptance' document upon completion of the onsite installation.

The execution of the Project Acceptance document by the vendor and the District will indicate that the final payment is authorized.

## **8. SCHEDULE**

### **Proposal Submittal Schedule**

Advertisement for Submittals.....	March 12, 2021
Deadline for Questions.....	March 26, 2021 at 2:00 PM PDT
Proposal Submittal Deadline.....	April 7, 2021 at 2:00 PM PDT
Evaluate Proposals, Qualifications and Submittals.....	April 7-9, 2021
Final Selection Notification .....	April 13, 2021
Negotiate Contract.....	April 13-20, 2021
Complete Design, Fabrication, Installation, and Final Testing...	August 1, 2021. Installation will be scheduled based on the event schedule and Arena availability.

## **9. PURCHASE PRICE**

### **9.1 General**

The Vendor shall include in their response the purchase price for the installed system.

The Vendor's Proposal Purchase Price shall include any and all costs, excluding only Washington State sales tax, to make the UDRC operational on a "turn-key" basis according to the Contract. Such costs include, but are not limited to, design, engineering, electrical, patents and other intellectual property rights, materials, spare parts, fabrication, shipping, travel, assembly, installation, testing, training, manuals, documents, warranties, bond and insurance premiums, labor, tariffs, permits, licenses, and fees.

### **9.2 Prevailing Wage**

The Prevailing Wages on Public Works Act (RCW 39.12) requires that employees be paid prevailing wages.

State law requires that, with a contract for a public improvement or work, other than performance of professional services, the District must withhold from monies earned by the Contractor during the progress of the Work a sum not to exceed 5% of the cost of the Work ("Retainage"). The monies shall be held in a trust fund for the protection and payment of any person, mechanic, subcontractor or material men who shall perform any labor upon the Agreement, including the State of Washington, with respect to taxes imposed pursuant to RCW Title 82. The Retainage is held by the District pursuant to RCW 60.28.010 with the Contractor having certain options concerning the deposit or escrow of such funds. In addition, the Contractor may elect to submit a bond for all or any portion of the Retainage. After completion of the Work, other than landscaping, the Contractor may request that the District release the Retainage and sixty (60) days thereafter, the District shall pay the Retainage provided there are no claims against the retained funds.

### 9.3 Performance Bond

A Performance Bond will be required. The cost of the Bond shall be included in the estimated purchase price.

## **10. COMMUNICATION**

Communication shall be via electronic means, i.e., email or secure FTP as required. The Vendor shall supply a Project Administrator as a single point of contact. The Project Administrator will send and receive all official communication to/from the District.

The District's administrator for the Project ("Project Administrator") shall be Stephanie Huff or such other person as the District may designate in writing. All inquiries and communications related to this RFP shall be directed to the Project Administrator:

Stephanie Huff, SHRM-SCP, PHR  
HR & Contract Services Administrator  
[shuff@spokanepfd.org](mailto:shuff@spokanepfd.org)  
Spokane Public Facilities District  
(509) 279-7006

## **11. AUTHORITY**

No Contract, or amendment or change to this RFP or to the Contract awarded to the successful Vendor, shall be binding on the District unless and until approved by the District Board of Directors and executed by the CEO. In all other respects, the designated Project Administrator is authorized to act on behalf of the District with respect to the Project.

## **12. SITE VISIT**

### 12.1 Inspection and Investigation

Each Vendor, or their representative, is encouraged to perform a site visit prior to submitting this RFP in order to gather any other information that the Vendor deems necessary in order to prepare a complete and informed Proposal in response to this RFP. Site visit arrangements must be made in advance by contacting:

Michael Sackville-West  
[msackville@spokanepfd.org](mailto:msackville@spokanepfd.org)  
Spokane Public Facilities District  
(509) 768-0601

### 12.2 Questions and Answers

Vendors shall submit all questions about the District's RFP intentions, requirements, Contract terms, objectives, and existing equipment and facilities to the District in written form via email to the Project Administrator. The District will provide answers to the questions in written form via email, with copies circulated to all Vendors that have requested a copy of this RFP.

To the extent a Vendor believes that this RFP contains any discrepancies, ambiguities or omissions, such Vendor shall send written notice thereof to the attention of the Project Administrator no later than 2:00 PM PDT on March 26, 2021, as noted in Section 8, Schedule. The District, in its discretion, may respond in writing to the notice with copies to all Vendors that have requested a copy of this RFP.

While the District will endeavor to provide accurate information in response to any inquiries, the District does not warrant the completeness or accuracy of any documentation or information that it may provide pertaining to the conditions that exist in the Arena.

### **13. PROPOSAL SUBMISSION**

Responses must be received electronically no later than April 7, 2021 at 2:00 PM (PDT), to the District's Project Administrator noted in Section 10. For receipt of delivery, please call (509) 279-7006 to confirm.

### **14. PROPOSAL WITHDRAWAL RESTRICTIONS**

A Vendor may withdraw a Proposal any time before or after the deadline for submission of Proposals. All Proposal terms, including price, shall be binding on Vendor through April 20, 2021, unless prior to such date the District in its discretion releases a Vendor from further consideration of its Proposal, or District enters into the Contract with another Vendor.

### **15. REVIEW AND EVALUATION OF PROPOSALS**

#### **15.1 Rejection**

The District reserves the right to:

1. Reject Proposals that are indefinite, incomplete, or otherwise do not conform to the RFP requirements.
2. Waive technical or insubstantial irregularities, or other informalities, that do not result in an unfair advantage to the Vendor submitting the Proposal.
3. Reject, without cause and at any time before the Contract award announcement is made, all Proposals if the District believes that such rejection would be in the best interests of the District.
4. Reject the Proposal of any Vendor that is in arrears or default of, or otherwise failed to perform faithfully, any prior contract or other obligation with the District.



## 15.2 Evaluation

The District intends to award the Contract for the UDRC to the Vendor who presents a Proposal creating optimum performance and value for the District, considering the District's requirements, the Vendor's demonstrated ability to comply with the RFP requirements, and the Purchase Price. The District, in its sole discretion, shall evaluate the Proposals and award the contract based on the following criteria, none of which will stand alone

1. Evaluation of the Vendor's reputation based on similar product installations including the ability and capacity of Vendor to perform the Work;
2. Evaluation of the Vendor's Proposal, submittals, presentation and ability to comply with the Project Schedule;
3. Evaluation of the Vendor's proposed Warranty and Service Level Agreement;
4. Evaluation of the Vendor's maintenance capabilities and ability to respond as needed for maintenance and service, including the provision of replacement parts, on a timely basis;
5. Such other factors that the District deems relevant to the evaluation.

## **16. SELECTION OF VENDOR AND EXECUTION OF PURCHASE CONTRACT**

The District shall award the Contract for the purchase of the UDRC when and if accepted by District, upon completion of the evaluation.

**EXHIBIT A**

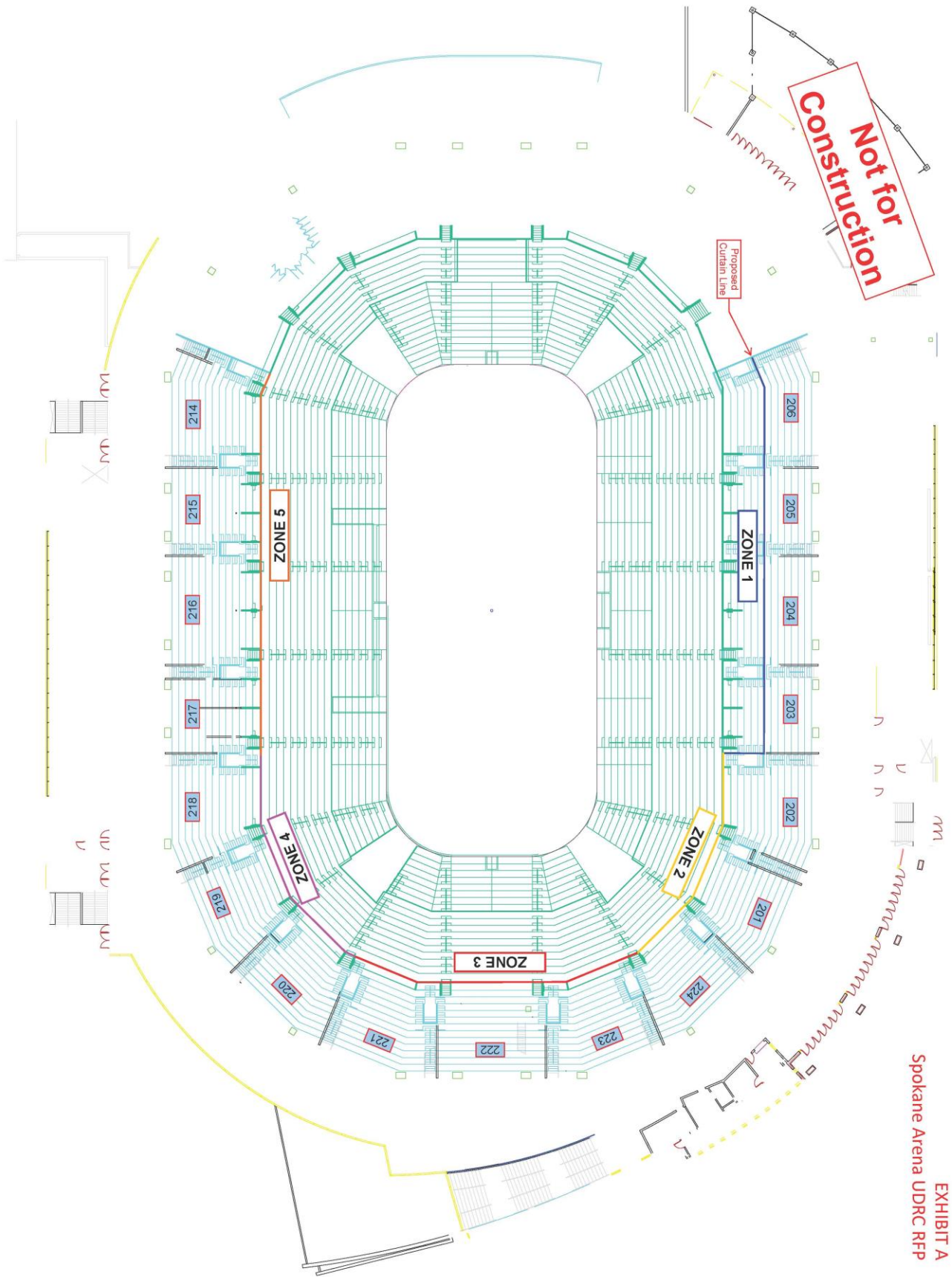


EXHIBIT A  
Spokane Arena UDRC RFP

**EXHIBIT B**

**Not for Construction**

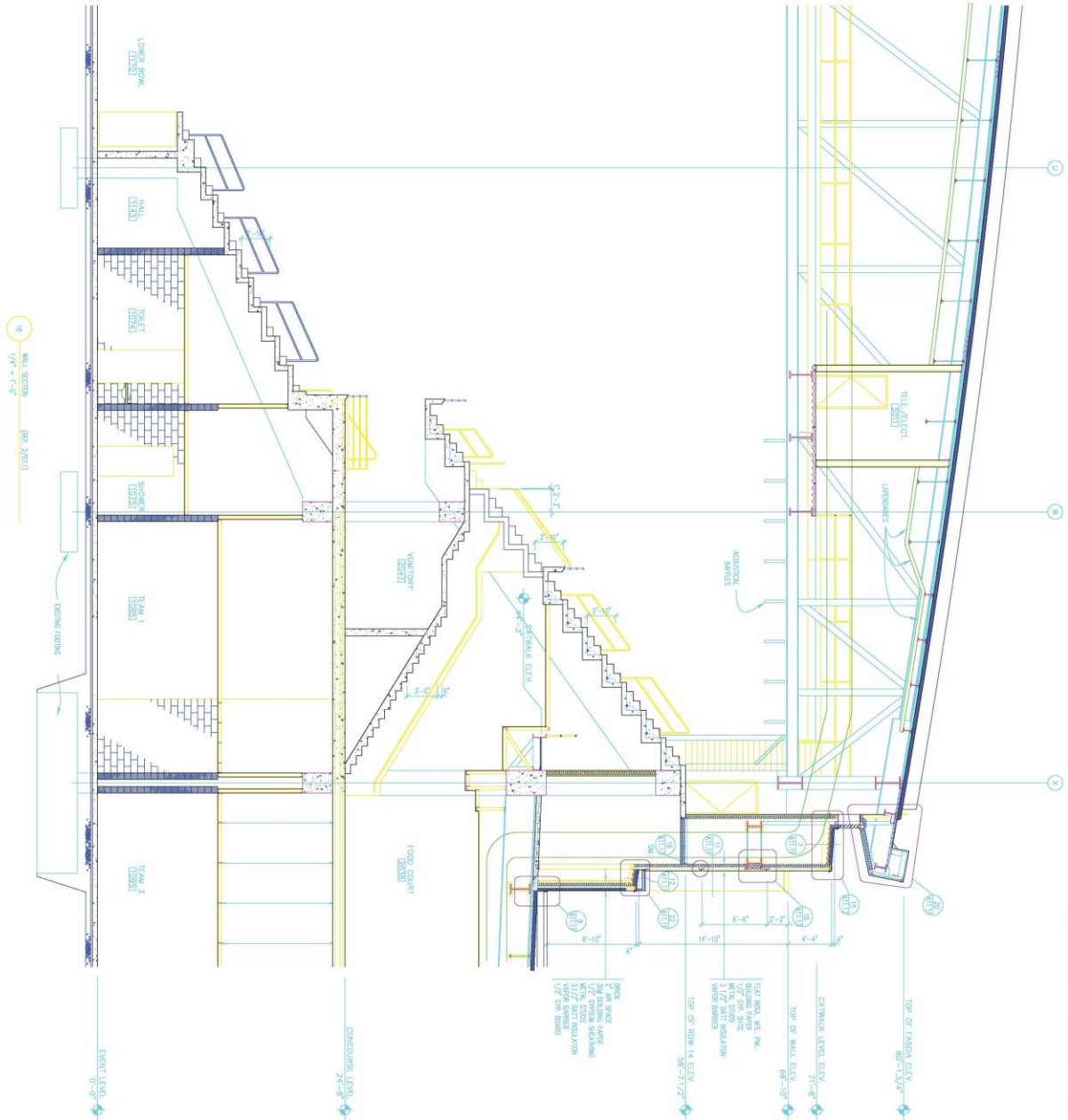
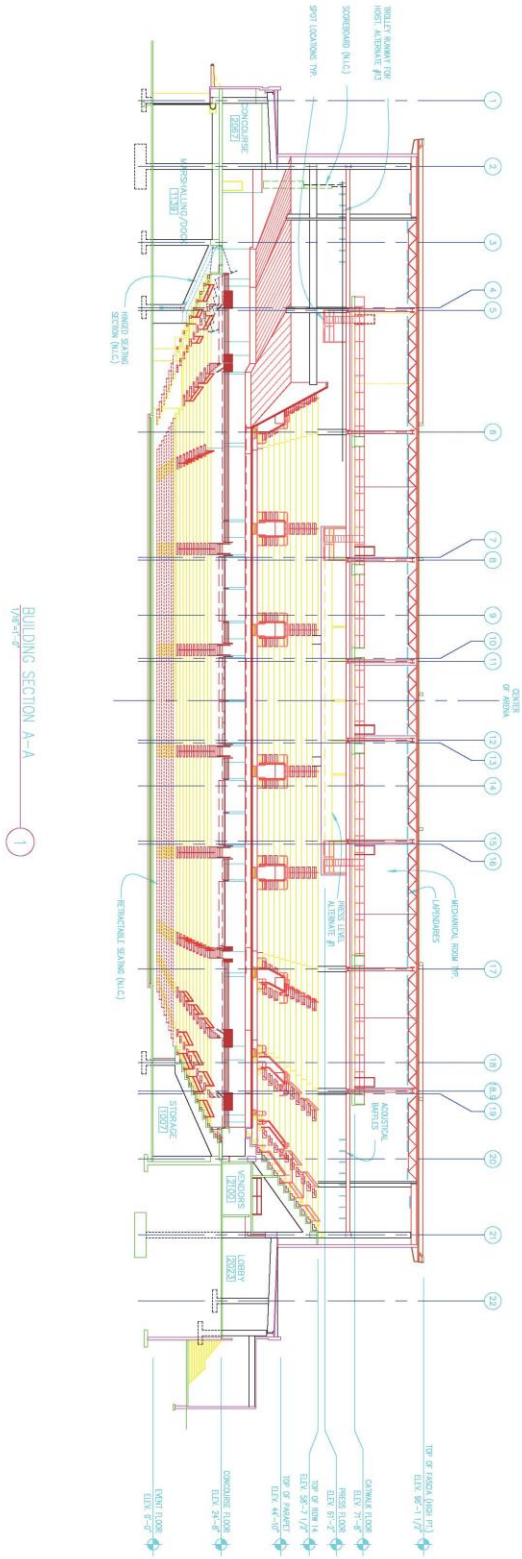


EXHIBIT B  
Spokane Arena UDRC RFP

**EXHIBIT C**

**Not for Construction**



**EXHIBIT C**  
Spokane Arena UDRC RFP

**SCHEDULE A**

**PROPOSAL  
UPPER DECK REDUCTION CURTAIN  
FOR THE  
SPOKANE VETERANS MEMORIAL ARENA**

To: Stephanie Huff, Project Administrator  
Spokane Public Facilities District  
720 W. Mallon Avenue  
Spokane, Washington 99201  
shuff@spokanepfd.org

From: Vendor Name: \_\_\_\_\_  
RFP Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

Vendor submits this Proposal to design, fabricate and install Upper Deck Reduction Curtain in the Spokane Veterans Memorial Arena, as described in, and in conformity with, this Proposal published by the Spokane Public Facilities District on March 12, 2021, and any following addenda thereto.

Dated: \_\_\_\_\_ (if applicable).

**Installed Upper Deck Reduction Curtain Purchase Price:** \$ \_\_\_\_\_

The above price is U.S. dollars and does not include Washington State Sales Tax.

The undersigned certifies that Vendor has not offered or paid any payment, commission, compensation or other consideration of value to any employee or representative of the District with respect to this RFP, and has entered into no agreement to fix, maintain, increase, or reduce prices, or reduce competition, regarding this RFP.

Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_